

New Hampshire Liquor Commission

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

Joseph W. Mollica
 Chairman

Michael R. Milligan
 Deputy Commissioner



Christopher T. Sununu
 Governor

April 4, 2018

His Excellency, Governor Christopher Sununu
 And the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Liquor Commission to enter into a contract agreement with Wedü Inc. (vendor code 158621), 20 Market Street, Manchester, NH 03101, in the amount of \$14,000,000.00 for professional advertising and promotional services effective upon Governor and Council approval through June 30, 2023, with the option to renew for one additional two year period upon consent of both parties and subject to Governor and Council approval. Funding is 100% Liquor Funds.

Funding is available in the account titled, Merchandising-Advertising #02-77-77-771512-1031 for Fiscal Year 2019, and anticipated to be available in Fiscal Years 2020-2023 with the authority to adjust encumbrances in each of the State's fiscal years through the Budget Office if needed and justified:

Class #	Class Description	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	Total
020-500247	Advertising & Publications	\$2,800,000.00	\$2,800,000.00	\$2,800,000.00	\$2,800,000.00	\$2,800,000.00	\$14,000,000.00

EXPLANATION

On March 1, 2018 the Liquor Commission issued a request for proposals (RFP) for advertising services to assist the Commission with marketing, promotions and communications designed to achieve the Commission's goal of increasing wine and spirit revenues and profits.

The RFP was publicly advertised on March 1, 2018 in the New Hampshire Union Leader newspaper for three days, and also advertised on the Liquor Commission's website.

Eight advertising agencies participated in a mandatory conference call to discuss procedural questions related to the RFP.

Proposals were received from three agencies, two of which had attended the mandatory conference call. The two agencies that submitted proposals in accordance with the requirements in the RFP were:

- EVR (Office based in Manchester, NH)
- Wedü (Office based in Manchester, NH)

Proposals from each agency were reviewed and rated by a Selection Committee, comprised of two Directors from the Liquor Commission and the Executive Director of the Lottery Commission. The Selection Committee members each all brought different perspectives, strengths, and knowledge to the table.

The proposals were scored by the Selection Committee according to the criteria set out in the RFP, including experience and qualifications, marketing strategy, creativity and methodology, an oral presentation, and financial terms.

During the individual agency tours the two presentations given by both agencies demonstrated team skills, creative abilities, and communication expertise. Also, the Selection Committee met with many of the Agency employees to see how campaigns are created from start to finish at their respective locations.

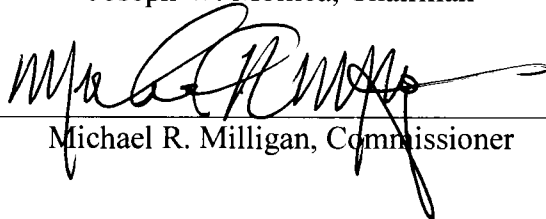
As a result of the scores, the Selection Committee unanimously recommends Wedü, subject to Governor and Council approval, to develop and provide the Liquor Commission's marketing and advertising campaign. Wedü's proposal was creative, competitive, and responsive to the RFP specifications. Their personnel have outstanding qualifications and their creativity excels beyond industry standards. Their proposal and oral presentation exceeded expectations. Wedü demonstrated a thorough knowledge of the Liquor Commission's business and has the ability to work seamlessly with our next operating system, NextGen. A rating summary of the two agencies is attached.

The contract has been approved by the Attorney General's Office as to form and execution. Your favorable action on this request would be greatly appreciated.

Respectfully Submitted,
New Hampshire Liquor Commission



Joseph W. Mollica, Chairman



Michael R. Milligan, Commissioner

State of New Hampshire
Liquor Commission
50 Storrs Street, PO Box 503
Concord, NH 03302-0503

BID LIST

Re: Advertising Services

RFP No.: 2018-01-ADV
Date Launched: 3/1/2018

Contractor Name:	Attended Mandatory Call	Total Points (Out of 115pts.)
Wedü, Inc. Manchester, NH	Yes	108.33 pts.
EVR Manchester, NH	Yes	94.13 pts.
Genuine Interactive, LLC Boston, MA	No	Disqualified (did not attend mandatory conference call)
36 Creative Salem, NH	Yes	No Bid
Altos Bedford, NH	Yes	No Bid
Rumble Tree N. Hampton, NH	Yes	No Bid
Super Digital Boston, MA	Yes	No Bid
Yellin McCarron Salem, NH	Yes	No Bid
R West New York, NY	Yes	No Bid

Bidding Procedure: This project was put out to bid on March 1, 2018. The RFP was advertised in the New Hampshire Union Leader newspaper for three days, and also advertised on the Liquor Commission's website. The bidding period was for three weeks. A mandatory conference call was held on Tuesday, March 6, 2018 at 11:30 a.m. Bids closed on March 26, 2018 at noon. Three bids were received. One bid was disqualified for not attending the mandatory conference call as outlined in the RFP. Of the two qualifying bids, Wedü, Inc. was accepted in the amount of \$2.8 million each fiscal year, pending approval by Governor and Executive Council.


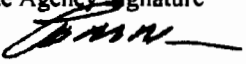
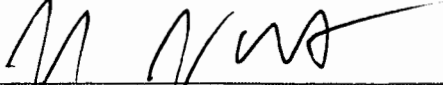
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Liquor Commission		1.2 State Agency Address 50 Storrs Street, Concord, NH	
1.3 Contractor Name Wedu, Inc.		1.4 Contractor Address 20 Market Street Manchester, NH 03101	
1.5 Contractor Phone Number 603.647.9338	1.6 Account Number	1.7 Completion Date 6/30/2023	1.8 Price Limitation \$14,000,000.00
1.9 Contracting Officer for State Agency Nicole Brassard-Jordan		1.10 State Agency Telephone Number 603.230.7063	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Sean Owen, President	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature  Date: 4/5/18		1.15 Name and Title of State Agency Signatory Joseph W. Mollica Chairman	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 4/6/2018			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

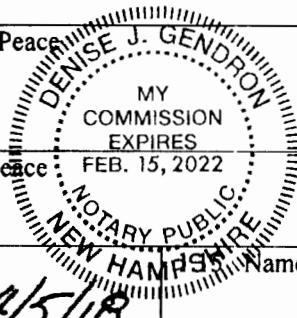
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1.11 Contractor Signature <i>Sean Owen</i>		1.12 Name and Title of Contractor Signatory Sean Owen, President	
1.13 Acknowledgement: State of <i>NH</i> , County of <i>Hillsborough</i> On <i>April 5, 2018</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; align-items: center;"> <div style="margin-right: 20px;"> <i>Denise J. Gendron</i> [Seal] </div>  </div>			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Denise J. Gendron, Notary Public</i>			
1.14 State Agency Signature <i>[Signature]</i>		Name and Title of State Agency Signatory <i>Joseph W. Momea</i> Chairman Date: <i>4/5/18</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
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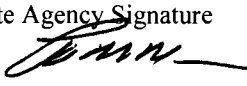
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1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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

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

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A
SCOPE OF SERVICES

1. INTRODUCTION

Wedu, Inc. ("Contractor") hereby agrees to provide the New Hampshire Liquor Commission ("NHLC") with advertising services as described herein.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents, in order of precedence:

- A. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- B. Exhibit A, Scope of Services
- C. Exhibit B, Payment Terms
- D. Exhibit C, Special Provisions

3. TERM OF CONTRACT

This Contract shall commence upon approval by the Governor and Executive Council, or July 1, 2018, whichever is later, and shall terminate on June 30, 2023.

The contract term may be extended for an additional term of two (2) years at the sole option of the NHLC, subject to the parties' prior written agreement on terms and applicable fees for each extended term. Any such extension shall be contingent upon satisfactory performance, continued funding and Governor and Executive Council approval.

4. SCOPE OF WORK

- A. Contractor shall provide all facets of advertising and marketing services, which shall include but not be limited to:
 - 1. All aspects of creative design and image branding, including:
 - a. Design, copywriting and proofreading
 - b. Traditional media planning, including rate negotiation and advertising placement
 - 2. Production of marketing materials, artwork and advertising for use in retail stores, including:
 - a. Promotional and educational videos
 - b. Category brochures and display holders
 - c. Monthly sale signage
 - d. Category signage
 - e. Employee shirts with branding
 - f. Marketing materials for new store openings
 - g. In-store radio and television advertising for NHLC promotions

3. Web-based, electronic and traditional advertising, including:
 - a. Radio
 - b. Social media, such as Facebook, Instagram, Twitter and other viable outlets
 - c. Exact-target monthly direct-to-consumer email deployments with coupons and “Insider Picks”
 - d. Exact-target monthly email deployments to on-premise and off-premise licensees, such as “Mixology Minute” and “Grocers’ Wine Connection”
 - e. Store recordings, including but not limited to phone greetings, advising of store hours, product specials, events and other offers
 - f. Print ads and coupons
 - g. Digital ads
 - h. In-store iPads
 - i. Advertising specifically targeting Massachusetts, Maine and Vermont consumers
 4. Special events development, advertising and support. Special events include tasting events, managers’ meetings, employee and broker awards, Wine Week, Distiller’s Showcase, Spirits Week, Restaurant Week sponsorship and themed seasonal events. Responsibilities include:
 - a. Managing events
 - b. Producing event posters and program books
 - c. Advertising events through social media and customer email list
 - d. Preparing set-up for on-line ticket ordering
 - e. Assisting with securing venues
 - f. Securing photographers and videographers
 - g. Securing catering services for events
 - h. Developing and producing promotional items
 - i. Attending and assisting with certain events
 5. Visually appealing and interactive NHLC retail and wholesale websites. The websites shall incorporate offerings, such as food and wine pairings, product descriptions, flavor profiles and recipes to provide an enhanced user experience. Contractor shall be responsible for website operation and accuracy with no service interruptions. This requirement may end once the NHLC new website is in place and fully operational.
- B. Prior to engaging in production of any media, Contractor shall obtain approval from the NHLC Director of Marketing, Sales, Merchandising and Warehousing (“Director”) or his or her designee.
 - C. Contractor shall incorporate media and determine media placement in a manner designed to maximize the effectiveness of any budgeted media spend. Contractor shall present and obtain approval for media placement strategy from the Director in advance of each quarterly plan.
 - D. Contractor shall ensure compliance with RSA 175:4, including the requirement that 80% of advertising shall be with out-of-state media.
 - E. Contractor’s account team shall attend weekly meetings at NHLC Headquarters in Concord, New Hampshire to plan, coordinate and review marketing campaigns and initiatives. Contractor shall maintain a perpetual agenda of all current and upcoming initiatives. Contractor shall present campaign ideas, including creative and media plans,

review status of task completion for works in progress. On a monthly basis, Contractor shall present an analysis of outcomes and effectiveness of concluded initiatives. The Contractor's principle overseeing the NHLC account will be expected to attend the weekly meetings in person.

- F. Contractor shall monitor emerging marketing technologies and trends. Contractor shall present ideas for utilizing promising innovations in the NHLC's marketing mix.
- G. At least quarterly, Contractor's principle shall review current budget expenditures and remaining funds to ensure spending is within prescribed limits.
- H. Subject to approval, Contractor shall subcontract for the following specialized services: *CelebrateNH* magazine, in-store fixtures advertising, in-store radio and television program content, and public relations. Contractor shall only enter into such subcontracts upon written approval from the Director.
- I. The NHLC may authorize Contractor and its approved subcontractors to enter into agreements with third parties for the purpose of selling promotional opportunities within retail stores, digital advertising platforms, events or other venues made available by the NHLC. Terms of these agreements shall be approved in advance by the NHLC. Under no circumstances shall the third party be deemed an employee of the Contractor or the NHLC. Net proceeds from advertising revenue will be credited to the NHLC. Contractor shall not charge the standard 11.25% retainer fee on the gross amount billed to the advertiser, but will invoice the NHLC 11.25% on the net proceeds.
- J. Contractor shall provide printing services either directly or via sub-contract based on specifications and proofs approved by the NHLC. Some printing needs may be met through the New Hampshire Bureau of Graphic Services. Contractor shall provide printing services for project needs that cannot be met through the Bureau of Graphic Services.
- K. Contractor shall provide services for the Division of Enforcement and Licensing within a specified budget separate from the broader NHLC marketing budget. Services shall include:
 - 1. Sponsored events planning;
 - 2. Sponsorship management;
 - 3. Advertising;
 - 4. Social media; and
 - 5. Communications.

5. GENERAL PROVISIONS

- A. Contractor shall ensure that the NHLC is able to conduct on-line collaboration for advertising projects by making files available in PC formats compatible with the State of New Hampshire ("State") requirements.
- B. The NHLC may select specific subcontractors to perform special projects.
- C. Contractor shall bear all losses resulting to it on account of the amount or character of the work, or because the nature of the work or area in which the work being done is different from what was estimated or expected, or on account of the weather, natural elements or other causes.
- D. Contractor's employees and agents shall not represent themselves as employees or agents

of the State.

- E. Contractor shall be responsible in the event of theft or destruction of state property or personal property of state employees by its employees or agents.

F. Ownership of Work(s):

The NHLC shall own all right, title and interest in and to any software, documentation, products, point of sale materials, advertising for television, radio, print, internet or other media, or deliverables that result from services rendered by the Contractor to the NHLC under this Contract ("Work(s)"). For all purposes of copyright law, the Work(s) shall be deemed works made for hire and copyright shall belong solely to the NHLC. The Contractor shall, at no additional expense to the NHLC, assist the NHLC to obtain copyrights, trademarks, or patents for all such Work(s) in the United States and any other countries. The Contractor agrees to execute all papers and to give all facts necessary to secure United States or foreign country copyrights and patents, and to transfer or cause to transfer to the NHLC all the right, title and interest in and to such Work(s). The Contractor represents and warrants that the Work(s) shall be free of any claim of any third person or entity based on patent or copyright infringement, trade secret misappropriation, or otherwise.

G. Confidentiality:

Contractor acknowledges that it will be necessary for the NHLC to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm the NHLC. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the NHLC without the NHLC's prior written permission except to the extent necessary to perform services on NHLC's behalf. Proprietary or confidential information is information that would not be subject to disclosure by the NHLC pursuant to RSA 91-A, and includes:

- Business or marketing plans or strategies, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information;
- Information belonging to customers and suppliers of the NHLC about whom Contractor gained knowledge as a result of Contractor's services to Client; and
- Other information as the NHLC may from time to time identify as confidential and not subject to public disclosure.

Upon termination of Contractor's services to the NHLC, or at the NHLC's request, Contractor shall deliver to the NHLC all materials in Contractor's possession relating to the NHLC's business.

H. Accounting Records:

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

I. Change in Work:

The NHLC may order changes in the work, which shall be in writing. Claims by the Contractor for extra cost must be agreed to in advance and in writing.

6. PROBLEM RESOLUTION

- A. The Contractor shall have a single contact person, available during normal working hours, for the resolution of problems. The contact person must be someone with authority to get more difficult problems resolved. Contractor designates Sean Owen, President, as the contact person for the purpose of problem resolution.
- B. The NHLC designates Nicole Brassard-Jordan, Director of Marketing, Merchandising and Warehousing, as Contract Administrator who will work with the Contractor to resolve problems that cannot be resolved by the end-users.

**EXHIBIT B
PAYMENT TERMS**

1. CONTRACT PRICE

FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
\$2,800,000	\$2,800,000	\$2,800,000	\$2,800,000	\$2,800,000

A. RETAINER FEE and HOURLY RATES

Retainer Fee: 11.25 %

The retainer fee covers client services (including weekly and quarterly meetings), media planning and placement, accounting, and administration.

Hourly Rates:

- Creative Design \$ 95 /hour
- Production (see definitions in Section C below) \$ 85 /hour
- Strategic Planning \$ 150 /hour
- Copywriting and Research \$ 110 /hour
- Technical Development (web, apps, etc.) \$ 125 /hour
- Web Maintenance \$ 85 /hour
- Social Media Management \$ 85 /hour

B. TRAVEL, LODGING AND MEALS

Travel requests for meetings and conferences shall be pre-approved by the NHLC. Travel shall be subject to the same regulations imposed on state employees. Travel requests, which are not pre-approved, shall not be reimbursed.

Mileage shall be reimbursed at the rate set by the Internal Revenue Service.

C. PRODUCTION

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

Print Ads: involving layout, type specification, paste up, finished artwork or photography, copywriting, type composition, negatives and proofs.

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

Radio: involving script writing and direction, talent and studio costs.

Television and Video Production: involving script writing and direction, storyboards, talent, props, sets or location expenses, studios, photography or videotaping costs, release prints or videotapes.

Web-based Advertising: involving design, layout and copy and detail reports of results.

2. TERMS OF PAYMENT

All invoices must include detail of work performed, dates and location of services and prices. Please submit one original invoice and one copy.

Payment shall not be due until thirty (30) days after an invoice has been received at the NHLC business office. Payment is issued through the State Treasurer and forwarded to the Contractor within fourteen (14) days after processing begins at the NHLC. Payments will be for only what has been agreed to in the contract. The State of New Hampshire does not pay late charges or interest.

Invoices for all work completed during any fiscal year must be submitted within thirty (30) days after the end of that fiscal year (June 30th). Invoices not submitted within the aforementioned timeframe will require approval from the State of New Hampshire prior to processing, which may delay the payment process. Contractor is responsible for ensuring it receives payment within sixty (60 days) of submitting an invoice.

EXHIBIT C
SPECIAL PROVISIONS

1. In addition to the insurance required under Section 14 of the P-37, Contractor shall maintain Multimedia/Professional liability insurance in an amount not less than \$1,000,000 per loss.

State of New Hampshire

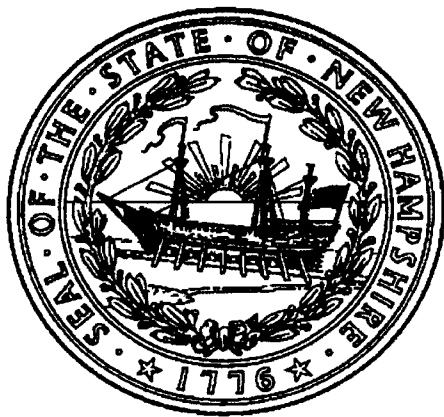
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WEDU, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on December 31, 1998. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **307436**

Certificate Number: **0004073988**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of April A.D. 2018.

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

William M. Gardner
Secretary of State

April 5, 2018

NH State Liquor Commission
Attn.: Stacy Duffy
PO Box 503
50 Storrs Street
Concord, NH 03301

Dear Stacy:

This letter is to certify that I, Sean M. Owen, am 100% shareholder of wedu, inc. an S-Corporation which is registered in good standing with the Secretary of State in the state of New Hampshire.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that I, Sean M. Owen, occupy the position of President, Vice-President, Secretary and Treasurer for the aforementioned S-Corporation. As such, I have full authority to bind the business.

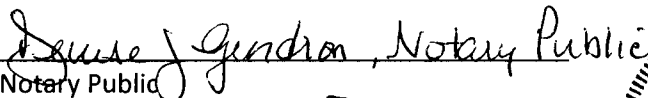
Dated: 4/5/2018

Attest: 
Sean M. Owen, President

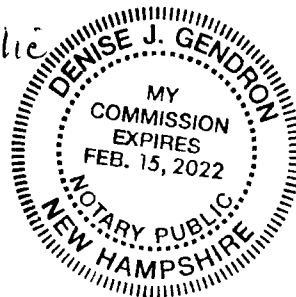
State of New Hampshire, County of Hillsborough, SS.

On this 5th day of April, 2018, before me, Denise Gendron, the undersigned officer, personally appeared Sean M. Owen, who acknowledged himself to be the President of wedu, inc., a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

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

, Notary Public

My commission expires: Feb 15, 2022





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/3/2018

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

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


PRODUCER Hays Companies 133 Federal Street, 4th Floor Boston MA 02110	CONTACT NAME: Emmeline Kuo PHONE (A/C, No, Ext): (617) 723-7775 E-MAIL ADDRESS:	FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Sentinel Insurance</td> <td>22403</td> </tr> <tr> <td>INSURER B: Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER C: Hartford Accident and Indemnity</td> <td>22357</td> </tr> <tr> <td>INSURER D: Axis Insurance Company</td> <td>37273</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Sentinel Insurance	22403	INSURER B: Hartford Casualty Insurance Company	29424	INSURER C: Hartford Accident and Indemnity	22357	INSURER D: Axis Insurance Company	37273	INSURER E:		INSURER F:
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COVERAGES **CERTIFICATE NUMBER:** 17-18 GL Umb WC Prof **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		08 SBA R02347	9/1/2017	9/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$												
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$												
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		08XHOWL1508	9/1/2017	9/1/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$												
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	08 WBC EK7454	9/1/2017	9/1/2018	<table border="1"> <thead> <tr> <th></th> <th>PER STATUTE</th> <th>OTH-ER</th> </tr> </thead> <tbody> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$ 500,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$ 500,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$ 500,000</td> </tr> </tbody> </table>		PER STATUTE	OTH-ER	E.L. EACH ACCIDENT		\$ 500,000	E.L. DISEASE - EA EMPLOYEE		\$ 500,000	E.L. DISEASE - POLICY LIMIT		\$ 500,000
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D	Multimedia/Professional		MCN000161721701	9/1/2017	9/1/2018	Per Loss Limit: \$1,000,000 Per Aggregate Limit: \$1,000,000												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
NH State Liquor Commission is additional insured under the general liability policy where required by written contract. 30 day notice (10 days for nonpayment) of cancellation applies, per terms of the policy.

CERTIFICATE HOLDER NH State Liquor Commission Attn: Tina Demers PO Box 503 Concord, NH 03302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE James Hays/CQUIRK 
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