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Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
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March 4, 2022

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

REQUESTED ACTION

Authorize the Department of Education, Bureau of Vocational Rehabilitation (VR) to enter into a contract with CONCEPTS, INC. Bethesda, Maryland (Vendor Code 336305), in an amount not to exceed \$394,000, to provide the development, production and implementation of a comprehensive advertising and marketing campaign for the Vocational Rehabilitation program, effective upon Governor and Council approval through June 30, 2024. 100% Federal Funds.

Funds to support this request are available in the account titled VR Field Programs-Federal in FY 2022, FY 2023 and anticipated to be available in FY 2024 upon the approval and continued appropriation of funds in the future operating budget, with 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.

06-56-56-565010-25380000-102-500731	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>
Contracts for Program Services	\$17,500	\$239,000	\$137,500

EXPLANATION

The VR program updated all marketing materials in the last two years and is now at a phase to advertise, comprehensively, the VR program with new media products for all programming to share the vision and goals of the agency with the multiple customers and program partners. The advertising contract will be comprised of video projects, a public service announcement, print and radio airtime content.

The Request for Proposals (RFP) for the advertising services was posted on the Department of Education and Department of Administrative Services website on December 17, 2021. On January 26, 2022, the program received two (2) proposals for the RFP. The proposals were reviewed and

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
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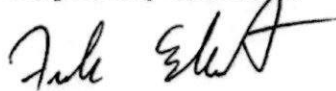
rated using the attached scoring rubric. (Attachment A) The team consisted of the Deputy Commissioner of the Department of Education, VR Director, Administrators for the Field Service program and Blind Services, as well as a Program Specialist and Business Systems Analyst. The team chose CONCEPTS, INC. for funding.

CONCEPTS, INC. has a proven strategy to produce the comprehensive marketing materials, design elements and advertising campaigns for program use. CONCEPTS, INC. developed and implemented the new, current marketing materials for the bureau in the last two years. This new contract will add videos, radio and other media asset deliverables that identify specific services of the VR program, while keeping accessibility of all materials in the forefront.

The combination of CONCEPTS INC.'s in-depth knowledge of the VR program and the breadth of subject-matter expertise makes CONCEPTS, INC. uniquely qualified to deliver this marketing campaign to the VR agency in NH. The goal of this contract is to modernize the VR program in NH and ensure that all customers and partners understand how VR creates success for multiple stakeholders and achieves its goals.

Should Federal Funds become unavailable, General Funds will not be requested to support this project.

Respectfully Submitted,



Frank Edelblut
Commissioner of Education

Attachment A

SCORING FOR REVIEW ADVERTISING SERVICES FOR THE BUREAU OF VOCATIONAL REHABILITATION

Proposal Criteria in the RFP

Completeness of Proposal	20 points
Project Design/Plan	25 points
Cost Effectiveness	15 points
Performance Goals/Measures	25 points
Price	<u>15 points</u>
Possible Points	100 points

The Request for Proposals was posted on the Department of Education's website on December 17, 2021. Two (2) RFP Proposals were received by the due date of January 26, 2022 and scored.

	BD	LHH	CB	CS	DF	TT	Price Formula	Final Score
Concepts, Inc.	67.00	66.30	79.50	74.80	68.00	65.80	15.00	87.28
Veteran Move Media	58.00	52.10	75.00	61.40	28.10	34.50	12.89	64.40

A proposal review occurred on Monday, January 31, 2022. The RFP review panel consisted of the following employees from the Department of Education.

Beth D., Administrator III, Field Services Administrator. Ms. D has 29 years of experience as a VR Supervisor and VR Counselor. She has expertise in all aspects of the VR program.

Lisa H-H. Administrator IV, and Director of the New Hampshire Vocational Rehabilitation Program. She has 18 years in the program and began her career as a VR Counselor in the Nashua, NH office.

Christine B., Deputy Commissioner for the Department of Education. She has worked in her role for the past 4 years to support the Bureau of Vocational Rehabilitation and other educational programming. She has over thirty years of experience in the educational field.

Chris S., Business System Analyst. Chris has over 10 years with the bureau and oversees the case management system, federal reporting, program oversight and other analyst duties.

Dan F., Administrator, Services for Blind and Vision-Impaired. Mr. F. has been in the VR field for 20 years having managed a VR program for New Jersey and has also worked for the federal government as a Randolph-Shepard Specialist with the Rehabilitation Services Administration.

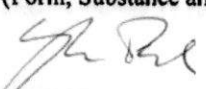
Terri T., Program Specialist, has worked for the program for over 10 years and manages the agencies partner workforce coalitions, as well as works with businesses seeking to hire, train and retain individuals with disabilities in their workforce. She also does individual job placement for individuals with disabilities.

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Education		1.2 State Agency Address 21 S. Fruit Street, Suite 20 Concord, NH 03301	
1.3 Contractor Name CONCEPTS, INC.		1.4* Contractor Address 4800 Hampden Lane, Suite 200 Bethesda, MD 20814	
1.5 Contractor Phone Number 301-807-4232	1.6 Account Number See Exhibit C	1.7 Completion Date 6/30/2024	1.8 Price Limitation \$394,000
1.9 Contracting Officer for State Agency Lisa Hinson-Hatz		1.10 State Agency Telephone Number 603-419-0086	
1.11 Contractor Signature  Date: 3/9/2022		1.12 Name and Title of Contractor Signatory Karen Herson, President	
1.13 State Agency Signature  Date: 3/17/2022		1.14 Name and Title of State Agency Signatory Frank Edelblut, Commissioner of Education	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Christopher Bond, Attorney  On: 3/17/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

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

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, 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.

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT A

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).

All the terms and conditions applicable for the use of Federal Funds, as outlined in the Office of Management and Budget (OMB) Uniform Grant Guidance, shall be applied by the contractor to any contract activities and expenses, and may be amended from time to time.

The Department of Education (DOE) will not be held responsible for the use of copyright material, images and sound, in the production of any ads.

EXHIBIT B

Scope of Services

The Contractor, CONCEPTS, INC. will provide comprehensive advertising and a marketing campaign to the Bureau of Vocational Rehabilitation (VRNH) upon Governor and Council approval, through June 30, 2024.

The contractor will develop a comprehensive advertising campaign to complement recent updated logo, tagline, website and collateral materials development. The contractor will perform three major tasks for this contract: 1) Audience and Program focused videos 2) Advertising plan and campaign, 3) Implementation and analysis to include campaign execution.

Task I will include the development and production of three (3) audience-focused videos, five (5) program-focused videos, and one (1) 30-second promotional video for use on the New Hampshire Vocational Rehabilitation (VRNH) website and/or distribution as a public service announcement (PSA).

Audience-focused videos:

- 1) Individuals with disabilities-adults,
- 2) Students with disabilities and their parents,
- 3) Businesses

Program-focused videos, topics for these may include:

- 1) Services for blind and vision-impaired,
- 2) Services for individuals who are deaf and hard of hearing,
- 3) Independent living program,
- 4) School transition services, and
- 5) Community rehabilitation programs

Promotional video:

- 1) 30-second promotional video for use on the VRNH website and/or distributed as a public service announcement (PSA).

Task II will include the advertising plan and campaign that has three (3) phases:

Phase 1) Ad production, which includes technical production of ads through which VRNH can reach audience members throughout the state: Radio ads (set of two, with one targeted at individuals and one targeted at businesses), Print ads (series of three, in different sizes, each targeted at adults, youth, and businesses), and Digital ads (series reflecting same three-audience approach as print ads).

EXHIBIT B CONTINUED

Phase 2) Ad Buy Planning, which includes the development of an ad buy plan, taking into account high return on investment, as well as desired reach in terms of geography, seasonal variations in employment, and demographics.

Phase 3) Ad Buy Execution – Implementation of aforementioned ad buy plan.

Task III will include analysis of the products, market penetration and results that may include increases in traffic on specific pages of the VRNH website; VRNH's social media followers; and/or calls, emails, and applications to VRNH for services.

All materials and content, from the beginning of the process, will contain a commitment to accessibility, so that all individuals can view the materials. This universal approach will help everyone take full advantage of viewing the marketing components.

For each of these projects CONCEPTS INC. will:

1. Meet with the VRNH to discuss the project in detail, review goals, timeline, and roles
2. Review storyboard content, the messaging, target audiences, distribution channels and other production factors
3. Develop a process for receiving VRNH approval before project is finalized
4. Produce reports as needed to inform VRNH on project progress
5. Meet with VRNH to report on results and make necessary adjustments
6. The DOE will hold the right to reproduce these work products in an unlimited capacity

Project Deliverables and Timeline

Month	Production/Deliverables
1-3	Pre-production and finalization of creative concepts
4	Production (filming and photography)
5	Post-Production (graphic design of print and digital ads)
6	Post-Production to include finalizing print and digital ads, editing promo videos and radio ads and delivering rough cuts
7	Post-Production to include finalizing promo videos and radio ads and adding accessibility features to promo video
8	Post-Production to include editing audience-focused videos and ad buy planning
9	Post-Production to include finalizing audience-focused videos and editing program-focused videos and ad buy planning
10	Post-Production to include finalizing program-focused videos and adding accessibility features to audience and program-focused videos
11-13	Ad Buy implementation and distribution of ads to media outlets
14-24	Ad Buy implementation and distribution follow-up with metrics reporting

EXHIBIT C

Method of Payment

Line Item	FY 2022	FY 2023	FY 2024	Total
Project Management	\$2,500	\$15,000	\$12,500	\$30,000
Task 1: Audience- and Program Focused Videos	\$15,000	\$160,000	\$0	\$175,000
Task 2: Advertising Plan/Campaign	\$0	\$64,000	\$100,000	\$164,000
Task 3: Analysis	\$0	\$0	\$25,000	\$25,000
Total	\$17,500	\$239,000	\$137,500	\$394,000

Limitation on Price: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no case shall the contract exceed \$394,000 for the term of the contract.

Funding Source: Funds to support this request are available in the account titled VR Field Programs-Federal in FY 2022, FY 2023 and anticipated to be available in FY 2024 upon the approval and continued appropriation of funds in the future operating budget, with 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.

06-56-56-565010-25380000-102-500731	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>
Contracts for Program Services	\$17,500	\$239,000	\$137,500

Method of Payment: Payment will be made upon the submittal of a **monthly** invoice for programming completed, which is supported by a summary of activities that have taken place in accordance with the terms of the contract. A final invoice will be due within 30 days of the end of this agreement. Invoices and reports shall be submitted, electronically, to:

Bill Gaffney
William.G.Gaffney@doe.nh.gov
cc: Susan.S.Roma@doe.nh.gov
Vocational Rehabilitation
NH Department of Education
21 S. Fruit Street, Suite 20
Concord, NH 03301

EXHIBIT D**Contractor Obligations**

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

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

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

Breach

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

Fraud and False Statements

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

Environmental Protection

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

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

Procurement of Recovered Materials

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

Contractor Initials K.H.
Date 3/9/22

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.

Contractor Initials K.H.
Date 3/9/22

Exhibit F

Anti-Lobbying

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

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

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (<http://www.whitehouse.gov/omb/grants/sfillin.pdf>).
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-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 K.H.
Date 3/9/22

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.

Contractor Initials K.H.
Date 3/9/22

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CONCEPTS, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on October 22, 2020. 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; and the attached is a true copy of the list of documents on file in this office.

Business ID: **854250**

Certificate Number: **0005672592**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 16th day of February A.D. 2022.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

(Corporation without a Seal)

I, Sheryl Rosenberg, do hereby certify that:

- (1) I am the duly elected Secretary of Concepts Inc. ("Corporation").
- (2) The following are true copies of the resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on March 1, 2022.

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

RESOLVED: That Karen Herson, President, 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 7th day of March, 2022.
- (4) Karen Herson is the duly elected President of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand as the Business Representative of the Corporation this 7th day of March, 2022.

Sheryl Rosenberg

Sheryl Rosenberg



CERTIFICATE OF INSURANCE

— THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY —

DATE ISSUED (MM/DD/YY)
2/17/22

Home Office • 100 Erie Insurance Place • Erie, Pennsylvania 16530 • 814.870.2000
Toll free 1.800.458.0811 • Fax 814.870.3126 • www.erieinsurance.com

NAME AND ADDRESS OF AGENCY JAMES GIRARD O'BRIEN 2000 DUKE ST STE 300 ALEXANDRIA, VA 22314		AGENT'S NO. DD1338		COMPANY(IES) AFFORDING COVERAGE Co.: C ERIE INSURANCE COMPANY Co.: D ERIE INSURANCE PROPERTY & CASUALTY COMPANY Co.: E ERIE INSURANCE EXCHANGE (Not Applicable) Erie Indemnity Co., Attorney-in-Fact in NY Co.: F ERIE INSURANCE COMPANY OF NEW YORK Co.: G FLAGSHIP CITY INSURANCE COMPANY													
NAME AND ADDRESS OF NAMED INSURED Concepts Inc. 4800 Hampden Lane Suite 200 Bethesda, MD 20814				This certificate is issued for information purposes only and confers no rights on the certificate holder. It does not affirmatively or negatively amend, extend, or otherwise alter the terms, exclusions and conditions of insurance coverage contained in the policy(ies) indicated below. The terms and conditions of the policy(ies) govern the insurance coverage as applied to any given situation. Limits shown may have been reduced by claims paid. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer and the certificate holder.													
This is to certify that policies, as indicated by the Policy Number below, are in force for the Named Insured at the time that the Certificate is being issued.																	
CO Add'l LTR (ins d)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
E	☒ GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC	[REDACTED]	1/1/22	1/1/23	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>FIRE DAMAGE (Any One Fire)</td><td>\$ 2,000,000</td></tr><tr><td>MED EXP (Any One Person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV. INJURY</td><td>\$ 2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 4,000,000</td></tr><tr><td>PRODUCTS-COMP/OP AGG</td><td>\$ 4,000,000</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	FIRE DAMAGE (Any One Fire)	\$ 2,000,000	MED EXP (Any One Person)	\$ 5,000	PERSONAL & ADV. INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS-COMP/OP AGG	\$ 4,000,000
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E	☐ AUTOMOBILE LIABILITY ☐ "ANY AUTO" (OWNED, HIRED, NON-OWNED) ☐ OWNED ☒ HIRED ☒ NON-OWNED ☐ GARAGE	[REDACTED]	1/1/22	1/1/23	<table border="1"><tr><td>BODILY INJURY (EACH PERSON)</td><td>\$ 2,000,000</td></tr><tr><td>BODILY INJURY (EACH ACCIDENT)</td><td>\$ 4,000,000</td></tr><tr><td>PROPERTY DAMAGE</td><td>\$ 2,000,000</td></tr><tr><td>BODILY INJURY AND PROPERTY DAMAGE COMBINED</td><td>\$</td></tr></table>	BODILY INJURY (EACH PERSON)	\$ 2,000,000	BODILY INJURY (EACH ACCIDENT)	\$ 4,000,000	PROPERTY DAMAGE	\$ 2,000,000	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$				
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	☐ EXCESS LIABILITY ☐ OCCURRENCE ☐ RETENTION \$				<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$		\$				
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E	☐ WORKERS COMPENSATION & EMPLOYERS LIABILITY	[REDACTED]	1/1/22	1/1/23	<table border="1"><tr><td colspan="2">STATUTORY</td></tr><tr><td rowspan="3">BODILY INJURY BY</td><td>ACCIDENT \$ 100,000 EACH ACCIDENT</td></tr><tr><td>DISEASE \$ 500,000 POLICY LIMIT</td></tr><tr><td>DISEASE \$ 100,000 EACH EMPLOYEE</td></tr></table>	STATUTORY		BODILY INJURY BY	ACCIDENT \$ 100,000 EACH ACCIDENT	DISEASE \$ 500,000 POLICY LIMIT	DISEASE \$ 100,000 EACH EMPLOYEE						
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	☐ OTHER																
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS																	

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.

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).

NAME AND ADDRESS OF CERTIFICATE HOLDER VR New Hampshire 621 S. Fruit Street Suite 20 Concord, NH 03301	AUTHORIZED REPRESENTATIVE
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