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STATE OF NEW HAMPSHIRE
DEPARTMENT of BUSINESS AND ECONOMIC AFFAIRS
OFFICE OF WORKFORCE OPPORTUNITY

One Eagle Square, Concord, New Hampshire 03301

October 15, 2018

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

REQUESTED ACTION

Sole Source

Authorize Business and Economic Affairs, Office of Workforce Opportunity ("OWO") to amend **RETROACTIVE** a contract for services with the Cookson Strategies Corporation (#1058670) for the provision of sector marketing services, which was originally approved by the Governor and Executive Council on October 11, 2017 (Item #21), with a completion date of October 31, 2018. This amendment increases the contract amount by \$20,000.00 for a new total contract award of \$145,000.00 and extends the contract end date through June 30, 2019. This contract is 100% federal funding - WIOA Discretionary Funds. **100% Federal Funds (Workforce Innovation and Opportunity Act, Governor's Discretionary Funds)**

Funds to support this request are available as follows in Fiscal Year 2019:

	<u>FY 2019</u>
03-22-22-220510-14530000 Office of Workforce Opportunity	
103-502664 Contracts for Program Services	\$20,000.00

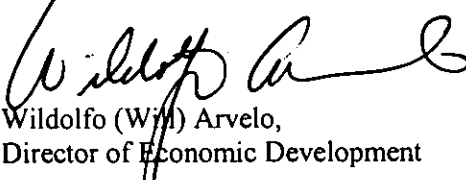
EXPLANATION

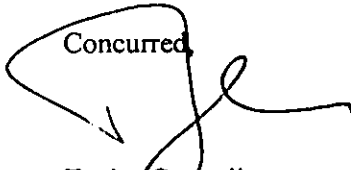

This is a **RETROACTIVE** amendment to a contract, procured in June 2017 for the provision of marketing and advertising services to support and promote the work of sectors established through the State Sector Initiative. In September 2018, the State Workforce Innovation Board approved additional funds to support the sector partnerships, including the contract for marketing services. The NH Sector Partnership Initiative is an industry-driven, statewide effort to help businesses in targeted industries address their workforce needs, and help workers prepare for and advance in careers. There are currently five industry sectors – technology, hospitality, manufacturing, health care and construction. Each sector is driven by a partnership that includes industry leaders, educational institutions/providers, workforce entities, and other state and local agencies.

This amendment of the existing agreement **retroactively** extends the contract period by eight months and increases the award amount by \$20,000.00 to allow for the continuation of marketing activities coordinated through the State Sector Partnership team lead by BEA. As required, funds for this purpose have been approved by the State Workforce Innovation Board.

The Attorney General's Office has approved this contract amendment as to form, substance and execution.

Respectfully submitted,


Wildolfo (Will) Arvelo,
Director of Economic Development

Concurred

Taylor Caswell,
Commissioner


**AMENDMENT OF CONTRACT WITH RESPECT TO
THE IMPLEMENTATION OF SECTOR PARTNERSHIP INITIATIVES FUNDED BY WIOA**

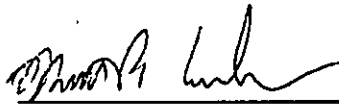
The Department of Business and Economic Affairs, Office of Workforce Opportunity and Cookson Strategies Corporation (VC#218944), 36 Lowell Street, Manchester, NH hereby mutually agree to amend their contract (#1058670) for WIOA Services, which was originally approved by the Governor and Executive Council on October 11, 2017, (Item #21) with a completion date of October 31, 2018. This contract is 100% federal funding – WIOA Discretionary Funds.

This amendment of the existing agreement extends the contract effective period and increases the award amount to allow for the continuation of marketing and promotion specific to sector related activities for each of the five sectors, coordinated through the State Sector Partnership team lead by BEA. Funds allocated through this contract process have been approved for use by the State Workforce Innovation Board to cover the cost of outreach and marketing activities as approved by the State sector team and as allowable under WIOA.

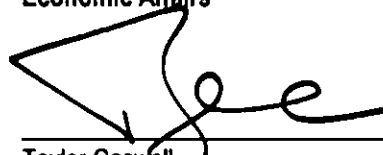
This modification of contract accomplishes the following:

1. Increases the original grant award by \$20,000 for a total grant amount of \$145,000.00.
2. Changes the original contract end date from October 31, 2018 to June 30, 2019.
3. All funds awarded via this contract agreement shall be expended consistent with the Uniform Guidance – Office of Management and Budget (OMB) CFR Chapter II, Part 200, et.al.
4. All other terms and conditions of this contract shall remain the same in full force and effect as originally set forth; and
5. This amendment is subject to approval by the Commissioner of the Department of Business and Economic Affairs, the NH Attorney General and the Governor and Executive Council.


Cookson Strategies Corporation
dba Cookson Strategic Communications

 10/15/18
Matthew Cookson, Date
President and CEO

NH Department of Business and
Economic Affairs

 4/2/18
Taylor Caswell, Date
Commissioner BEA


Witness


Witness

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

Date: 11/15/18 By: 

Approved by the Governor and Council

Date: _____ Item # _____

State of New Hampshire

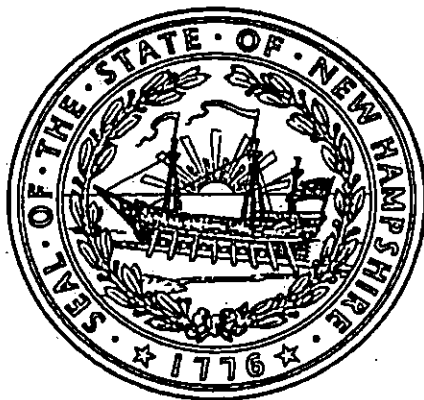
Department of State

CERTIFICATE

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

Business ID: 632563

Certificate Number: 0004197491



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of October A.D. 2018.

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

William M. Gardner
Secretary of State

Corporate Resolution

I, Matthew Cookson, hereby certify that I am duly elected President, and sole Director, of Cookson Strategies. Corporation. I hereby certify the following is a true copy of a vote taken at meeting of the Board of Directors/shareholders, duly called and held on October 15, 2018 at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Matthew Cookson, President, is duly authorized to enter into contracts or agreements on behalf of Cookson Strategies Corporation with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 10/15/18 **ATTEST:**  President
(name and title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/15/2018

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 FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Cara Scala PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 643-4331 E-MAIL ADDRESS: cscala@crossagency.com
	INSURER(S) AFFORDING COVERAGE
INSURED Cookson Strategies Corporation 36 Lowell Street Manchester NH 03101	INSURER A: Travelers Casualty Insurance Co. of Am NAIC # 19046
	INSURER B: Travelers Indemnity Co 25658
	INSURER C: The Phoenix Ins Co 25623
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 17/18 All **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	ADDC	SUBR	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 GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			680317X73881742	11/26/2017	11/26/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Hired/borrowed \$ 1,000,000
	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 checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP3F5026291742	11/26/2017	11/26/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
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	N/A	UB7J0533361742 (3a.) NH	11/26/2017	11/26/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER State of New Hampshire Department of Business & Economic Affairs The Office of Workforce Opportunity One Eagle Square Concord, NH 03301	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 Cara Scala/BN5 <i>Cara L. Scala</i>

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STATE OF NEW HAMPSHIRE
 DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
 OFFICE OF WORKFORCE OPPORTUNITY

602 #01
 10/4/2017
 #1058670

172 Pembroke Road Concord, New Hampshire 03301
 Phone: 603-271-7275 www.nhworks.org

September 11, 2017

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

REQUESTED ACTION

Authorize the Department of Business and Economic Affairs (DBEA), Office of Workforce Opportunity (OWO) to enter into a contract for services with Cookson Strategies Corporation (VC#218944), Manchester, NH, henceforth known as Cookson Strategic Communications, in an amount not to exceed \$125,000.00, for the provision of Marketing and Advertising services effective November 1, 2017 or upon Governor and Executive Council Approval, whichever is later, through October 31, 2018. 100% Federal Funds (Workforce Innovation and Opportunity Act, Governor's Discretionary Funds)

Funds to support this request are available as follows:

	<u>FY 2018</u>
03-22-22-220510-14530000	
Office of Workforce Opportunity	
102-500731 Contracts for Program Services	\$125,000

EXPLANATION

This contract between NH DBEA/OWO and Cookson Strategic Communications for the delivery of Marketing and Advertising Agency services is issued in response to the Marketing and Advertising Agency services Request for Proposals (RFP) issued June 30, 2017. (See Attachment A for RFP process details). DBEA/OWO is the state grant recipient for WIOA federal funds awarded by the US Department of Labor. The State Workforce Innovation Board (Board) is the oversight body established in federal regulation to oversee the use of WIOA federal funds received by DBEA/OWO.

This is a cost-reimbursement contract for up to \$125,000 for marketing and advertising services to promote the work of state's sector strategy initiative. Specifically, Cookson Strategic Communications staff will work with the SPI state team to develop a marketing plan, creative content to promote SPI, develop media opportunities and a plan to optimize digital/website capacity.

The Attorney General's Office has approved this contract as to form, substance and execution.

Respectfully submitted

Taylor Caswell
 Commissioner

ATTACHMENT A – RFP DETAILS

Marketing and Advertising Agency Services

Purpose of the RFP

The Department of Economic and Business Affairs, Office of Workforce Opportunity solicited a Request for Proposal (RFP) on behalf of the State Workforce Innovation Board (Board). The purpose of the RFP is to identify an appropriate entity to provide a marketing plan and related materials for the Sector Partnerships Initiative (SPI). The proposed services will be funded under the Workforce Innovation and Opportunity Act (WIOA) of 2014, P.L. 113-128; 100% federal funds.

"Sector Partnerships Initiative" (SPI) refers to sector initiatives (also called sector partnerships) that are regional, employer-driven partnerships of industry, education and training, and other stakeholders that focus on the workforce needs of key industries in a regional labor market. Sector initiatives rely on industry champions to elevate awareness and credibility to the program. Workforce intermediaries (or conveners) are also used to engage employers and other key stakeholders; to develop expertise in the industry of focus; and to coordinate information and resources to develop and implement effective and coordinated workforce solutions. More information can be found on SPI's mission, vision and goals at the following site: <http://www.nhworks.org/Sector-Partnership-Initiative/Overview/>

RFP Process Details

- On June 30, 2017 DBEA/OWO issued a RFP for Marketing and Advertising Agency services on behalf of the State Workforce Innovation Board.
- The purpose of the RFP was to identify an entity to work with the SPI state team to develop a marketing plan for the promotion of identified industry sectors (i.e., manufacturing, health care, technology, hospitality and potentially infrastructure-related sectors).
- A cross section of representatives from economic development, workforce development and education serve on the SPI state team.
- The RFP was posted on the State of NH procurement website, as well as the NH Works website. In addition, a copy of the RFP was sent via email to NH Works partner agencies staff and others with instruction to share as appropriate.
- The following entities responded to the RFP:
 - Rumble Tree
 - Millennium Integrated Marketing
 - Square Spot
 - M5 Marketing Communications
 - Cookson Strategic Communications
 - EVR Advertising
 - AMPLIZ SPAN Global
- The seven proposals were reviewed and scored by a five member panel consisting of the following individuals:

Phil Przybyszewski	Workforce Solutions Project Director
	NH Sector Partnerships Initiative/CCSNH
Michael Power	SPI State Team Lead – Administrator DBEA/OWO
Sarah Currier	Health Care Sector – Dartmouth Hitchcock
Amie Pariseau	Hospitality Sector – NH Lodging & Restaurant Association
Derek Barka	Tech Sector – Dyn
- The total score for each respondent is charted below. Based on ranking, the top three respondents were invited to present their proposal:

		Ampliz Span Global	Cookson Strategies	EVR	Millenium	M5 NH	RumbleTree	Square Spot
Scoring Elements:	Max. Score	Ave. All Scores	Ave. All Scores	Ave. All Scores	Ave. All Scores	Ave. All Scores	Ave. All Scores	Ave. All Scores
A = Experience & Qualifications								
A1 Contractor Data Sheet								
A2 Experience in SOW	10	2	8	8	9	8	8	8
A3 Personnel Experience	10	2	8	9	8	8	8	7
A4 Financial Stability	10	2	8	8	7	8	8	6
A Total Score	30	6	24	24	24	24	24	21
B = Marketing Strategy & Methodology								
B1 Goals & Objectives	10	1	9	7	9	8	8	8
B2 Strategies & Tactics	20	3	18	14	18	16	17	15
B3 Budget Information	10	2	9	7	6	16	7	7
B4 Research	10	2	8	6	8	7	7	7
B Total Score	50	9	44	34	42	37	39	37
C = Marketing Financial Terms								
C1 Hourly Rates Schedule	10	2	8	8	8	6	7	7
C2 Agency Fee Structure	10	2	8	8	9	6	7	8
C Total Score	20	4	16	15	17	13	14	15
Combined Total Score (A+B+C)	100	18	84	73	83	73	76	73
Rank Based on Scores (1 = Best)		5	1	4	2	4	3	4

- The review panel (minus Derek Barka) scored the three agencies selected to present their proposal. Final scores are charted below. Based on the highest final score, Cookson Strategic Communications was selected for contract, contingent upon Governor and Council approval.

Scoring Elements	Max. Score	Cookson	Millenium	Rumble
		Strategies	Score	Tree
		Score	Score	Score
1 - Rationale and Research				
Phil Przybyszewski	15	12	12	6
Michael Power	15	15	12	6
Amie Pariseau	15	9	12	6
Sarah Currier	15	12	12	6
Average of All Scores	15	12	12	6
2 - Creativity				
Phil Przybyszewski	25	20	20	15
Michael Power	25	20	15	15
Amie Pariseau	25	20	20	15
Sarah Currier	25	20	20	15
Average of All Scores	25	20	19	15
3 - Proposed Evaluation/Tracking for Success				
Phil Przybyszewski	10	8	6	4
Michael Power	10	8	6	4
Amie Pariseau	10	8	6	4
Sarah Currier	10	8	6	4
Average of All Scores	10	8	6	4
Combined Total Average Score (A+B+C)				
	50	40	37	25
Rank Based on Scores - 1 = Best				
		1	2	3
Raw Scores by Evaluator				
Phil Przybyszewski		40	38	25
Michael Power		43	33	25
Amie Pariseau		37	38	25
Sarah Currier		40	38	25

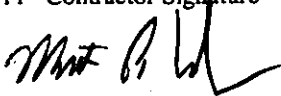
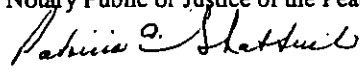
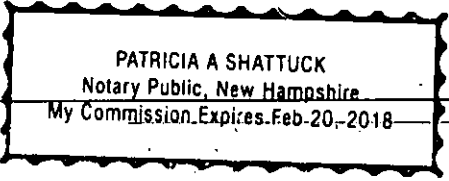
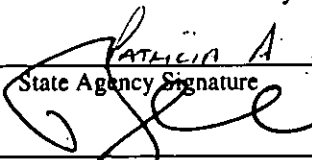
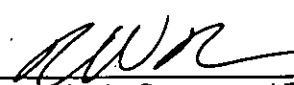
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Business and Economic Affairs, NH Department of (Office of Workforce Opportunity)		1.2 State Agency Address 172 Pembroke Road Concord, NH 03301	
1.3 Contractor Name Cookson Strategies Corporation (Cookson Strategic Communications)		1.4 Contractor Address 36 Lowell Street, Manchester, NH 03101	
1.5 Contractor Phone Number 603-782-8192	1.6 Account Number 03-22-22-220510-14530000	1.7 Completion Date October 31, 2018	1.8 Price Limitation \$125,000.00
1.9 Contracting Officer for State Agency Jacqueline Heuser, Director		1.10 State Agency Telephone Number 603-271-7275	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Matthew Cookson, President and CEO	
1.13 Acknowledgement: State of <i>NH</i> , County of <i>Hillsborough</i> . On <i>Sept. 9-2017</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  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Patricia A. SHATTUCK			
1.14 State Agency Signature  Date: <i>9/15/17</i>		1.15 Name and Title of State Agency Signatory	
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: <i>9/27/17</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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.

EXHIBIT A STATEMENT OF WORK

TERM & EXTENSION

This cost reimbursement agreement for services between the Cookson Strategies Corporation, henceforth known as Cookson Strategic Communications, and the Department of Business and Economic Affairs, Office of Workforce Opportunity (OWO) will be for a term beginning November 1, 2017 or upon Governor and Council approval, whichever comes later, and terminating on October 31, 2018. Total payments under this agreement shall not exceed **\$125,000** and shall be expended consistent with the terms outlined in Exhibit B of this agreement. These funds are made available by the State Workforce Innovation Board, through Workforce Innovation and Opportunity Act (WIOA) Governor's Discretionary funds administered by the Department of Business and Economic Affairs through the Office of Workforce Opportunity. The federal funds to support this contract were authorized by the Board, and approved by the Governor to support the ongoing development of sector partnerships in New Hampshire. Specifically, these funds shall be used to purchase marketing and advertising services consistent with the deliverables identified in the Marketing and Advertising Agency Services Request for Proposals issued by OWO on behalf of the Sector Partnership Initiative (SPI) state team on June 30, 2017.

DESCRIPTION OF SERVICES

"Sector Partnerships Initiatives" (SPI) refers to sector initiatives (also called sector partnerships) that are regional, employer-driven partnerships of industry, education and training, and other stakeholders that focus on the workforce needs of key industries in a regional labor market. Sector initiatives rely on industry champions to elevate awareness and credibility to the program. Workforce intermediaries (or conveners) are also used to engage employers and other key stakeholders; to develop expertise in the industry of focus; and to coordinate information and resources to develop and implement effective and coordinated workforce solutions. The planned marketing and advertising activities, which include the development of a marketing plan, creative content, media planning and buying, and website design, development and management, will provide the promotional effort needed to help businesses in targeted industries address their workforce needs, while also helping workers prepare for and advance in careers in these critical sectors. Via this contract agreement Cookson Strategic Communications shall work with the Sector Partnership Initiatives (SPI) state team to produce imaginative advertising, outreach and marketing materials that will encourage participation by job seekers and employers, "raising the viability of SPI and attracting interest".

communications opportunities through their existing vehicles

- 10) Creating five short videos about the SPI sectors and the opportunities for potential employees to gain training and experience in growth fields in the state (pending timing for quality content, budget and approval of final marketing plan)

B. Creative Content (\$10,925)

Creative content will build off approved designs and messaging, as well as recent internal design work. It also includes writing for social media and public relations efforts, which will begin after the website is launched.

- 1) Further developing the NH SPI brand by creating visuals and messaging that resonates within the five distinct sectors and the primary target audience of businesses within those sectors
- 2) Building off the branding work done to date by the SPI team and by Jobs for the Future on the logo, infographics and other work to create an appealing and complimentary look and feel for the website and additional marketing materials
- 3) Using testimonials to tell stories about SPI models or concepts will be a key element of the content strategy as such models are developed (note: with the timeline, these will be at various levels of development during the contracted period)
- 4) Developing a public relations strategy to attract participants, launch new programs and promote successful models by building off our experience with CCSNH to gain visibility through an earned media strategy in regional media and business publications

C. Media Planning and Buying (\$40,520)

A comprehensive media buy that includes and targets all five sectors would be a highly expensive endeavor. Our strategy is to go broad for SPI within the business media and then get much more targeted within each sector. Our primary marketing goal for SPI in New Hampshire and across the five sectors is to work closely with each sector to build momentum and visibility so each sector can launch at least one training program during the contract period. Our plan elements are as follows:

- 1) Reviewing NH media and identifying traditional and digital business media that overlaps all sectors; develop a media buying strategy along these lines that is timed by sector to allow

- 4) Researching and integrating key words into the web copy to enhance search engine optimization
- 5) Building in clear calls to action and the ability to collect core data by sector and easily feed it to the sector intermediaries, champions or others designated with follow up responsibilities
- 6) Working social media channels into the site to allow for fresh content without having to edit the site
- 7) Using our hosting partners and establishing an up-front package for hosting, security, basic updates and maintenance (these packages include 24/7 monitoring, back-up and regular maintenance)
- 8) Including resource sections that link back to key partners such as the DBEA, Office of Workforce Opportunity, intermediaries and others as appropriate
- 9) Developing profiles and testimonials of success stories for SPI that can demonstrate how the model has been effectively employed in NH (ex: tube fabrication and forming, North Country Machining Training Center, non-destructive testing, RCAM, Mt. Washington Valley. See Success Metrics section for deliverables in this area.

SUCCESS METRICS

Cookson Strategic Communications and the SPI team shall mutually agree upon anticipated outcomes for measuring the success of each deliverable articulated in this agreement by no later than eight weeks commencing from the effective date of the contract.

- 1) Specific metrics for success (at a minimum) shall include the following:
 - a. Two (2) to four (4) successful partnership profiles per sector
 - b. Two (2) to four (4) participant testimonials per sector
 - c. Social media – steady growth in the number of followers for each channel used
 - d. Web traffic - web hits, bounce rates, time on site, increasing traffic on each sector page
 - e. Email marketing - growth of the mailing list, open rates, clicks back to the web
 - f. Search engine optimization – quality search terms that perform and drive traffic
 - g. Number of new stakeholders added to a SPI sector by type – steady growth and good geographic representation around the state

**EXHIBIT B
PRICE LIMITATION**

This contract is funded with WIOA Discretionary Funds (CDFA #17.258; 17.278; 17.259) as required under WIOA these funds have been recommended for use to support sector initiatives by the State Workforce Innovation Board and approved by the Governor of New Hampshire.

Total agreement not to exceed: \$125,000

This amount is further delineated at follows:

- Estimated cost for core deliverables as outlined in Exhibit A is \$99,830.00. It is understood that costs assigned to deliverables A-D in Exhibit A are estimates, which may be less or more based on actual, providing the aggregate for all stated deliverables is within range of the original estimates and approved by the SPI.
- Additional deliverables, determined by the SPI to be value-added supplements to the overall marketing strategy (e.g., videos), may be approved by the SPI up to, but not to exceed, \$25,170.00. The total of all core and supplemental marketing activities shall not exceed \$125,000.00.

Summary of Estimated Costs

Statement of Work Item	Est. Hours	Rate	Est. Labor	Materials Cost	Extended Cost
Marketing Plan	220	\$115	\$25,300	0	\$25,300
Creative Content	95	\$115	\$10,925	0	\$10,925
Media Planning/Buying	48	\$115	\$5,520	\$35,000	\$40,520
Digital/Website	147	\$115	\$16,905	\$6,180	\$23,085
Grand Totals	510		\$58,650	\$41,180	\$99,830

*The hourly rate included represents a discounted rate for nonprofit organizations.

- **Marketing Plan - 220 hours**
Includes 40 hours for plan development estimated at 6-8 weeks, an average of 14 hours a month of project management work for plan implementation for seven months (100 hours), and an average of 13 hours a month of social media plan implementation for six months (80 hours).
- **Creative Content - 95 hours**
Includes 15 hours in month one after the website is complete (December) and an average of 13

Contractor Initials & Date mc 9/25

DBEA Commissioner Initials & Date TC 9/25

Department of Business and Economic Affairs - Office of Workforce Opportunity

hours in months' two through seven (80 hours) and incorporates the PR and op-ed elements.

We have not included videos in the budget due to concerns that this timeframe may not allow for being able to produce content that will be valuable enough since the programs are all still being developed. If videos become viable and the budget allows, this can be added in as an option -would budget \$3,000 per video or \$15,000 in total.

• **Media Planning and Buying - 48 hours plus \$35,000 in materials costs**

This includes an average of 8 hours a month for six months - January through June (estimated at 48 hours). Projected media buys in business publications, both digital and print - Business NH Magazine and NH Business Review (estimated at \$8,500), Facebook for four months (estimated at \$1,000), Google AdWords for five months estimated at \$1,500 a month plus a setup fee of \$500 (estimated at \$8,000), and five regional promotional ad buy campaigns promoting the actual first training programs at \$1,500 each (estimated at \$7,500). Also, \$5,000 of funds to target ad opportunities within business organizations that serve the five sectors, and \$5,000 in unallocated funds that would serve as dollars that could be applied to promotional opportunities that may arise during the contract period.

• **Digital/Website - 147 hours plus \$6,180 in materials**

Estimate design, writing, SEO and ongoing project management work will require a total of 147 hours based on process for developing web sites, including a set number of reviews and adhering to a strict timeline. The materials costs include \$300 for imagery, \$2,880 for a 10-month contract (ending October 31, 2018) for web hosting, monitoring, security and updates at \$288 a month, and \$3,000 for contract web coding.

TERMS OF PAYMENT

1. For expenses related to delivery of services outlined in this agreement effective November 1, 2017 or upon Governor and Council approval, whichever comes later, through June 30, 2018, Cookson Strategies Corporation shall be paid an amount not to exceed one hundred, twenty-five thousand dollars and 00/100 (\$125,000.00).
2. Upon presentation of an invoice for such services and related expenses, which shall be billed monthly and submitted electronically, the amount of the invoice shall be payable to Cookson Strategies Corporation in accordance with the State 30 day minimum payment schedule.

Invoices shall be sent to: Office of Workforce Opportunity
Attn: Karen Smith
172 Pembroke Rd.
Concord, NH 03301
Karen.Smith@nh.gov

Contractor Initials & Date mc 9/25

DBEA Commissioner Initials & Date TC 9/26

Department of Business and Economic Affairs - Office of Workforce Opportunity

Payment shall be to: Cookson Strategies Corporation
36 Lowell Street
Manchester, NH 03101

3. Invoices shall be signed by an authorized representative of Cookson Strategies Corporation.
4. Supporting documentation, as mutually agreed to by Cookson Strategies Corporation and OWO, shall be attached to the invoice to allow OWO to comprehend and track the origins of the amount invoiced.
5. Payments may be withheld pending receipt of required deliverables/reports as defined in Exhibit A of this agreement, as applicable.

Contractor Initials & Date me 9/25

DBEA Commissioner Initials & Date FC 9/26

STANDARD EXHIBIT C - SPECIAL PROVISIONS

Certificate of Vote: Matthew Cookson is the sole director of Cookson Strategies Corporation, and as such is the authorized representative for Cookson Strategies Corporation DBA Cookson Strategic Communications.

As a condition of this contract agreement Cookson Strategic Communications agrees to:

- Cookson Strategic Communications staff funded through this agreement must agree to maintain WIOA participation confidentiality and equal opportunity federal requirements to the extent that he/she has direct contact with WIOA eligible customers in the course of carrying out the responsibilities outlined in the Statement of Work.
- Funds from this contract, or the products developed with funds from this contract with similar deliverables shall not be used to supplant, supplement or otherwise offset costs for other contracts held by Cookson Strategic Communications.
- Intellectual Property Clause – this agreement is 100% federally funded therefore, "The Federal government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for Federal purposes: i) the copyright in all products developed under the grant, including a sub-grant or contract under the grant or sub-grant, and ii) rights of copyright to which the grantee, sub-grantee or a contractor purchases ownership under an award (including, but not limited to, curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise.
- If applicable, the following language needs to be included on all products developed, in whole or in part, with grant funds in accordance with the State WIOA Annual Financial Agreement:

"This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. This product was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner.

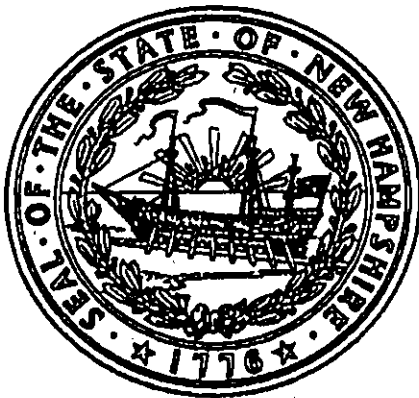
Contractor's Initials: ml

State of New Hampshire
Department of State

CERTIFICATE

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

Business ID: 632563



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire.
this 2nd day of August A.D. 2017.

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

William M. Gardner
Secretary of State

Corporate Resolution

I, **Matthew Cookson** , hereby certify that I am duly elected President, and sole Director, of Cookson Strategies Corporation. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on September 5, 2017 at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Matthew Cookson, President is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

Cookson Strategies Corporation with the State of New Hampshire and any of
(Name of Corporation or LLC)

its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 9/9/17

ATTEST:  President + CEO
(Name and Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/7/2017

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 FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Cara Scala	
	PHONE (A/C No. Ext): (603) 669-3218 FAX (A/C No.): (603) 645-4331 E-MAIL ADDRESS: cscala@crossagency.com	
INSURED Cookson Strategies Corporation 36 Lowell Street Manchester NH 03101	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers Casualty & Surety Co of	
	INSURER B: Travelers Indemnity Co	25658
	INSURER C: The Phoenix Ins Co	25623
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 17/18 Master 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 INSD	SUBR Y/YD	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 GENT. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			680317M73881642	11/26/2016	11/26/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 Hired/borrowed \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED 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 checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP375026291642	11/26/2016	11/26/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
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 N	N/A	3A States: NH IN08317M899916	11/26/2016	11/26/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER CANCELLATION

State of NH Dept. Of Business & Economic Affairs Office of Workforce Opportunity 172 Pembroke Road Corcord, NH 03301	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 Cara Scala/CS3 <i>Cara L. Scala</i>
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