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New Hampshire Department of
**BUSINESS AND
ECONOMIC AFFAIRS**

84



May 1, 2023

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 (BEA) to amend an existing contract with GYK Antler (VC #155251), (PO#1069632) of Manchester, New Hampshire, for marketing services, by increasing the price limitation by \$200,000 from \$31,067,338.77 to \$31,267,338.77 effective upon Governor and Executive Council approval through June 30, 2023. The original contract was approved by Governor and Executive Council on June 19, 2019, Item #173A, and amended on June 30, 2021, Item #124. **100% General Funds**

Funds are available as follows:

03-22-22-221010-20130000
Division of Travel - Tourism

069-500567 Promotional Marketing Exp.

FY2023

\$200,000.00

EXPLANATION

The requested funds would be utilized to enhance two key areas for the Department.

For one, BEA is requesting to enhance its current tourism summer campaign. The funds will be used to increase digital and social marketing. As a reference, the 2022 campaign influenced 594,332 trips to New Hampshire, generated \$524 million in visitor spending and \$45 million in generated taxes, with a return on investment of \$15.22 for every \$1 spent on paid marketing. Investing additional funds to enhance the summer campaign will result in a direct benefit to New Hampshire's tourism industry.

Additionally, a portion of the funds would be used to further improve BEA's workforce talent attraction campaign tool ChooseNH.com. This site is used as a tool to attract talent, businesses and encourage people to choose New Hampshire as their top choice to Work, Stay and Play.

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

May 1, 2023

Page 2 of 2

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

Respectfully submitted by,

A handwritten signature in blue ink, appearing to read "T. Caswell", is written over a faint, light blue circular stamp or watermark.

Taylor Caswell
Commissioner

State of New Hampshire
Department of Business and Economic Affairs
Amendment #2 of P-37 Contract Agreement

This 2nd Amendment to the Agency of Record contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Business and Economic Affairs (hereinafter referred to as the "State" or "Department") and GYK Antler. (Vendor #155251) (hereinafter referred to as "the Contractor"), (175 Canal Street, Manchester, NH 03101).

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, Item #173A and amended on June 30, 2021, Item #124 the Contractor agreed to perform certain services based upon the terms and conditions specified in the contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Paragraph #4, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$31,267,338.77
2. All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect.

Initials JA
Date 5/31/23

This amendment shall be effective upon the date of Governor and Executive Council approval. IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Business and Economic Affairs

5/3/2023

Date



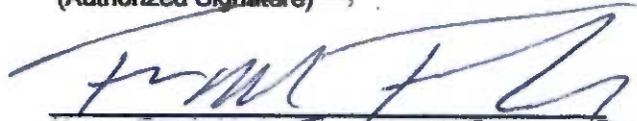
Name: Taylor Caswell

Title: Commissioner

(Authorized Signature)

5/3/23

Date



Name: ~~Francis M. Ferrara, Jr.~~ Francis M. Ferrara, Jr.

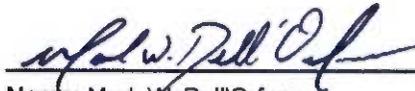
Title: ~~CFO~~ CFO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

05/17/2023

Date



Name: Mark W. Dell'Orfano

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

Date

Name:

Title:

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that GYK ANTLER is a New Hampshire Trade Name registered to transact business in New Hampshire on May 08, 2014. 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: 708614

Certificate Number: 0006220013



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of May A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

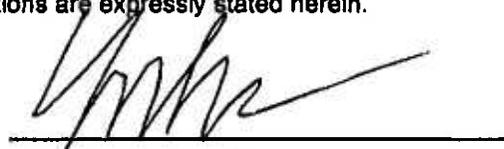
I, Travis York hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of GYK Antler, LLC.
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/Shareholders, duly called and held on May 1, 2023 at which a quorum of the Directors/Shareholders were present and voting

VOTED: That Francis Ferrara, Jr. Is duly authorized on behalf of GYK Antler to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment Be desirable or necessary to effect the purpose of this vote.

3. 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/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Authority. 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: May 1, 2023



Signature of Elected Officer

Name: TRAVIS C. YORK

Title: CEO



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/1/2023

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).

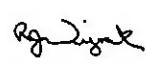
PRODUCER Wieczorek Insurance 166 Concord St. Manchester NH 03104	CONTACT NAME: Cheryl Lapointe
	PHONE (AC, No, Ext): (603) 668-3311 FAX (AC, No): (603) 668-8413 E-MAIL ADDRESS: cheryl@wizinsurance.com
INSURED GYK Antler, LLC 175 Canal St. Manchester NH 03101	INSURER(S) AFFORDING COVERAGE
	INSURER A: Hanover Insurance
	INSURER B: Beazley Insurance Group
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 23-24 Basic 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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZBVH474593 02	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ included Property damage-single limit \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			AMVH46869802	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			URVH46766902	1/1/2023	1/1/2024	E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	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	Cov State MA & NH WBV-H468699-02	1/1/2023	1/1/2024	
B	Professional Liability			V1A7D3220701	1/1/2023	1/1/2024	Occurance \$2,000,000 10,000 ded Aggregate \$2,000,000 10,000 ded

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

CERTIFICATE HOLDER: State of New Hampshire Dept. of Business and Economic Affairs 100 North Main St. 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 Robert Wieczorek/DMD 

HR

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New Hampshire Department of
**BUSINESS AND
ECONOMIC AFFAIRS**



June 3, 2021

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 (BEA) to exercise a two-year contract renewal option with GYK Antler (VC #155251), Manchester, New Hampshire, in the amount of \$15,535,641.89 for domestic and international advertising and promotional services for the period beginning July 1, 2021 through June 30, 2023. The original contract was approved by Governor and Executive Council on June 19, 2019, Item #173A. **93.9% General Funds, 4.4% Other Funds, and 1.7% Federal Funds**

Funding for FY 2022 and FY 2023 is contingent upon availability and continued appropriation of funds, as follows, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

	<u>FY22</u>	<u>FY23</u>
03-22-22-221010-20130000 Division of Travel - Tourism 069-500567 Promotional Marketing Exp.	\$2,275,000.00	\$2,275,000.00
03-22-22-221010-20190000 Travel - Tourism Dev Fund 069-500567 Promotional Marketing Exp.	\$5,000,000.00	\$5,000,000.00
03-22-22-220510-14530000 Office of Workforce Opportunity 069-500567 Promotional Marketing Exp.	\$50,000.00	\$50,000.00
03-35-35-351510-37010000 Parks Administration 069-500567 Promotional Marketing Exp.	\$142,527.00	\$142,527.00

02-18-18-28200000-406807 Specialty Crop Block Grant #AM190100XXXXG012 072-500576 Grants to Other State Agencies	\$70,587.89	
02-18-18-33460000-405583 Specialty Crop Block Grant #AM200100XXXXG057 072-500576 Grants to Other State Agencies		\$100,000.00
02-18-18-185010-28100000 Div Agricultural Development 069-500567 Promotional & Marketing	\$15,000.00	\$15,000.00
02-27-27-270010-80410000 Dept. of Employment Security 020-500247 Advertising	\$200,000.00	\$200,000.00
Totals:	\$7,753,114.89	\$7,782,527.00

EXPLANATION

The Department of Business and Economic Affairs (BEA) is charged with the promotion of New Hampshire as a travel destination and enhancing the economic vitality of the State. In FY19, BEA influenced 636,000 trips to New Hampshire, generating \$573 million in visitor spending and \$33 million in generated taxes, with a return on investment of \$13.00 for every \$1 spent on paid marketing.

Year-round advertising and promotion is essential to the Division's efforts to increase travel to New Hampshire. Its Agency of Record provides the necessary resources for implementation, optimizing budget, building on experience, leveraging partnerships, and responding to changes within the travel and business environment. GYK Antler is a Manchester-based, full-service marketing agency with a 40-year plus history of brand marketing and deep digital expertise. Its integrated team works synergistically across the following services:

- Strategy & Planning
- Branding & Design
- Content Creation
- Media Planning & Buying
- Video Production
- Social Media & Consumer Engagement
- Web & Mobile Development
- Experiential & Events
- Reporting & Analytics

In an effort to increase efficiencies, leverage budget, and continue to grow the New Hampshire brand, this contract includes three additional state agencies, the Department of Natural and Cultural Resources, Department of Agriculture and New Hampshire Employment Security.

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

Respectfully submitted,

Concurred,



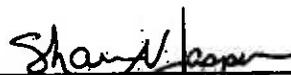
Taylor Caswell, Commissioner
Department of Business and Economic Affairs



Sarah Stewart, Commissioner
Department of Natural and Cultural Resources



George Copadis, Commissioner
New Hampshire Employment Security



Shawn Jagger, Commissioner
Department of Agriculture, Markets & Food

State of New Hampshire
Department of Business and Economic Affairs
Amendment #1 of P-37 Contract Agreement

This 1st Amendment to the Agency of Record contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Business and Economic Affairs (hereinafter referred to as the "State" or "Department") and GYK Antler (Vendor #155251) (hereinafter referred to as "the Contractor"), (175 Canal Street, Manchester, NH).

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on 06/19/2019 Item #173A the Contractor agreed to perform certain services based upon the terms and conditions specified in the contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Paragraph #4, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. From P-37 General Provisions, Block 1.2, State Agency Address to read:
100 North Main Street, Suite 100, Concord, NH 03301
2. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2023.
3. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$31,067,338.77
4. Modify Exhibit B, Method and Conditions Precedent to Payment, by replacing it in its entirety with Exhibit B – Amendment #1, Method and Conditions Precedent to Payment.
5. All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect.

Contractors Initials TAJ
Date 8/10/21

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Business and Economic Affairs



6/10/2021

Date

Name: Taylor Caswell

Title: Commissioner

(Authorized Signature)



June 10, 2021

Date

Name: Thomas C. York
Title: 

Acknowledgement of Contractor's signature:

State of _____, County of _____ on _____, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

My Commission Expires _____

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

June 15, 2021

Date

/s/ Stacie M. Moeser

Name: Stacie M. Moeser

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

Date

Name:

Title:

TJ
5/10/21

**EXHIBIT B – Amendment #1
PAYMENT TERMS**

1. CONTRACT LIMIT

1.1. Total annual expenditures under this contract are not to exceed \$7,753,114.89 for FY22 and \$7,782,527.00 for FY23 for a total of \$15,535,641.89.

2. AGENCY FEE

2.1. Tier One Fee Structure: BEA (Division of Travel and Tourism Development and Division of Economic Development)

2.1.1. GYK Antler shall be paid an annual retainer equal to 16% of the total annual budget dedicated to BEA. All other agencies or organizations in association with this contract shall pay an annual retainer equal to 17% of the total budget of each individual agency or organization. The fee will be paid in monthly installments.

2.2. Tier Two to include but not limited to:

- Other State Agencies: Department of Natural and Cultural Resources – Division of Parks and Recreation, Department of Agriculture and New Hampshire Employment Security
- Travel and Tourism Promotional Partners: Ski NH, New Hampshire Made

2.3. The fee, paid monthly, shall cover the following services:

- a) Day-to-day account management (client liaison, scoping, budgeting, scheduling, oversight of subject matter experts, etc.)
- b) Attendance by key GYK Antler personnel at regular meetings held twice per month
- c) Annual planning of marketing strategies and tactical plans
- d) Preparation of media plans and recommendations
- e) All subject matter expertise and execution across strategy and planning, branding and design, media planning and buying, social and consumer engagement, data and analytics, and video
- f) Development and management of the annual advertising budgets
- g) Monthly budget tracking and reporting
- h) Accounting services for payment, reconciliation, and reporting of third-party vendors
- i) Preparation and distribution of regular status reports
- j) Review and analysis of research plans and findings and advices/recommendations regarding research strategies
- k) Attendance by at least one agency representative at the identified industry conferences: The Governor's Conference on Tourism, Education Seminars for Travel

Toy
9/10/21

Officers (ESTO), New Hampshire Lodging and Restaurant Association (NHLRA), New Hampshire Travel Council (NHTC) conferences and Discover New England Annual Summit in order to be current on industry activities and trends. As well as, other conferences that are deemed important by BEA.

- 2.4. BEA will be furnished with a written estimate for all special projects/beyond scope. This includes all video production, digital media video editing and online advertising unit digital development, photoshoot pre-production and onsite photo sessions, inventory management of online video and photo library, and administration of cooperative campaigns. Estimates will be fixed unless the scope of work changes, at which time GYK Antler will provide BEA with a written change order.
- 2.5. This contract may be modified only by written amendment, which has been executed and approved by the appropriate parties from the State and GYK Antler.
- 2.6. GYK Antler will not commence work until written authorization is provided by BEA. This applies to both original estimates and changes orders.
- 2.7. All media costs, materials, production costs, and out-of-pocket expenses for services directly associated with work performed by GYK Antler and approved by a representative of BEA will be billed in progress.
- 2.8. Special project fee outside the fee, estimates will be based on a blended rate of \$125/hour for all services

5/10/21 Toy

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 GYK ANTLER is a New Hampshire Trade Name registered to transact business in New Hampshire on May 08, 2014. 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: 708614

Certificate Number: 0005373732



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of May A.D. 2021.

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

William M. Gardner
Secretary of State

STATE OF NEW HAMPSHIRE DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
Certificate of Authority

05/27/2021

I, Travis York, as the sole board member and director of GYK Antler, certify that I am authorized to enter into a contract with the state of New Hampshire, Department of Business & Economic Affairs, on behalf of my company.

IN WITNESS WHEREOF, I have set my hand as the Sole board member and director of the Business this 27 day of May, 2021.

[Signature], Chairman

State of New Hampshire

County of Hillsborough

On this the 27 day of May, 2021, before me Tim Yaruszewski the undersigned Officer, personally appeared Travis York who

acknowledged himself to be the sole board member and director of GYK Antler, a Business, and that he, as such chairman being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Business by himself as

Chairman

IN WITNESS WHEREOF I hereunto set my hand and official seal.

[Signature]

(Notary Public/Justice of the Peace)

My Commission expires:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/27/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Wieczorek Insurance 166 Concord St. Manchester NH 03104		CONTACT NAME: Cheryl Lapointe PHONE (A/C, No, Ext): (603) 668-3311 E-MAIL ADDRESS: cheryl@wizinsurance.com FAX (A/C, No): (603) 668-0413	
INSURED GYK Antler, LLC 175 Canal St. Manchester NH 03101		INSURER(S) AFFORDING COVERAGE INSURER A: Hanover Insurance INSURER B: Ohio Security Insurance Company INSURER C: Beazley Insurance Group INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 21-22 AI 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 YWD	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:	X		2BVK467667 00	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP/PAGG \$ 4,000,000 Employee Benefits \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAS(21)57778035	1/13/2021	1/13/2022	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 5,000				1/1/2021	1/1/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	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	Cov State MA 6 NH WBVK468699 00	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liability			RENEWAL OF V1A7D3200501	1/1/2021	1/1/2022	1,000,000 Each Occurrence 10,000 ded 3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is named as additional insured if required by written contract or agreement.

CERTIFICATE HOLDER State of New Hampshire Department of Business and Economic Affairs Division of Travel and Tourism One Eagle Square, Suite 100 Concord, NH	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 Robert Wieczorek/DMD
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New Hampshire Department of
**BUSINESS AND
ECONOMIC AFFAIRS**

JUN11'19 AM 8:14 DAS

173A



June 3, 2019

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 (BEA) to enter into a contract with Griffin, York and Krause dba GYK Antler (VC #155251), Manchester, New Hampshire, in the amount of \$15,531,696.88 for domestic and international advertising and promotional services for the period beginning July 1, 2019 through June 30, 2021, with the option to renew for one additional two-year period upon consent of both parties and subject to Governor and Executive Council approval. **97.1% General Funds, 1.8% Other (Park) Funds, and 1.1% Federal Funds**

Funding for FY 2020 and FY 2021 is contingent upon availability and continued appropriation of funds, as follows, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

	<u>FY20</u>	<u>FY21</u>
03-22-22-221010-20130000 Division of Travel - Tourism 069-500567 Promotional Marketing Exp.	\$2,825,600.00	\$2,825,600.00
03-22-22-221010-20190000 Travel - Tourism Dev Fund 069-500567 Promotional Marketing Exp.	\$4,600,000.00	\$4,600,000.00
03-22-22-220510-14480000 Economic Development Admin 069-500567 Promotional Marketing Exp.	\$100,000.00	\$100,000.00
03-35-35-351510-37010000 Parks Administration 069-500567 Promotional Marketing Exp.	\$142,527.00	\$142,527.00

1 Eagle Square
Suite 100
Concord, New Hampshire 03301

603.271.2341

visitnh.gov nheconomy.com choosenh.com

02-18-18-185010-8890000		
Specialty Crop Block Grant #AM170100XXXXG042	\$74,473.40	
072-500576 Grants to Other State Agencies		
02-18-18-185010-70380000		
Specialty Crop Block Grant #AM180100XXXXG015		\$90,969.48
072-500576 Grants to Other State Agencies		
02-18-18-185010-28100000		
Div Agricultural Development	\$15,000.00	\$15,000.00
069-500567 Promotional & Marketing		
	Totals: \$7,757,600.40	\$7,774,096.48

EXPLANATION

The Department of Business and Economic (BEA) is charged with the promotion of New Hampshire as a travel destination and enhancing the economic vitality of the State. In FY18, BEA influenced 604,000 trips to New Hampshire, generating \$654 million in visitor spending and \$32 million in generated taxes, with a return on investment of \$12.83 for every \$1 spent on paid marketing.

Year-round advertising and promotion is essential to the Division's efforts to increase travel, work for to New Hampshire. Its Agency of Record provides the necessary resources for implementation, optimizing budget, building on experience, leveraging partnerships, and responding to changes within the travel and business environment.

BEA issued an extensive Request for Proposals (RFP) for marketing and advertising agency services on April 22, 2019. Notice was sent to seventy-four advertising agencies and the RFP was posted on visitnh.gov and admin.state.nh.us. Subsequently, seven vendors submitted formal written proposals on May 17, 2019.

A selection committee comprised of private/public tourism marketing professionals (Schedule # 2) reviewed and scored the proposals (Schedule #1), inviting two agencies to present to the committee in-person on May 31, 2019. Each agency was asked to present a fully integrated campaign that was successfully implemented, including strategy, execution and results. GYK Antler was ultimately awarded the contract with BEA. A composite score of both the written and the creative oral presentations is included as Schedule # 3.

GYK Antler is a Manchester-based, full-service marketing agency with a 40-year plus history of brand marketing and deep digital expertise. Its integrated team works synergistically across the following services:

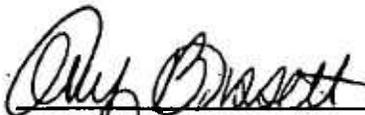
- Strategy & Planning
- Branding & Design
- Content Creation
- Media Planning & Buying
- Video Production
- Social Media & Consumer Engagement
- Web & Mobile Development
- Experiential & Events
- Reporting & Analytics

GYK Antler is of a size and caliber that can effectively absorb the BEA account, having worked with the New Hampshire Lottery Commission for over 30 years, the organization is extremely familiar with the process and protocol of working with state government.

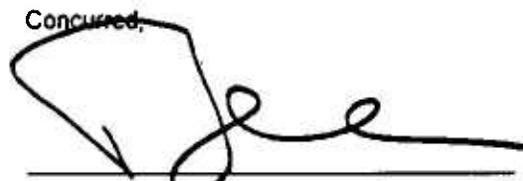
In an effort to increase efficiencies, leverage budget, and continue to grow the New Hampshire brand, this contract includes two additional state agencies, the Department of Natural and Cultural Resources and Department of Agriculture.

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

Respectfully submitted,



Amy Bassett, Acting Director
Division of Travel and Tourism Development

Concurred,


Taylor Caswell, Commissioner
Department of Business and Economic Affairs

(10)

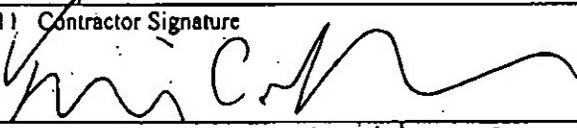
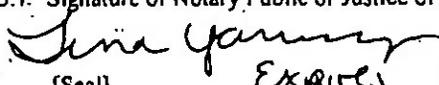
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name NH Department of Business and Economic Affairs		1.2 State Agency Address 1 Eagle Square, Suite 100, Concord, NH 03301	
1.3 Contractor Name Griffin, York and Krause dba GYK Antler		1.4 Contractor Address 175 Canal Street, Manchester, NH 03101	
1.5 Contractor Phone Number 603-625-5713	1.6 Account Number various	1.7 Completion Date 06/30/2021	1.8 Price Limitation \$15,531,696.88
1.9 Contracting Officer for State Agency Taylor Caswell, Commissioner		1.10 State Agency Telephone Number 603-271-2665	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Travis York, President & CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>June 7, 2019</u> , 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] Expires <u>8/3/2021</u>			
1.13.2. Name and Title of Notary or Justice of the Peace <u>Tina Yaruszewski, HR Director</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Date: <u>6/7/19</u>	
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: <u>6/10/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

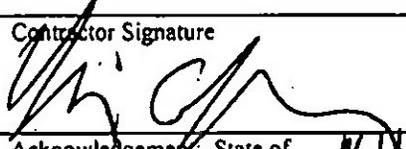
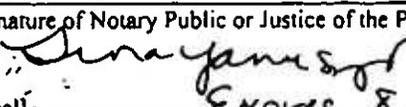
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1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] <u>Expires 8/3/2021</u>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Tina Januszewski; HR Director</u>			
1.14 State Agency Signature Date:		1.15 Name and Title of State 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: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

EXHIBIT A SCOPE OF SERVICES

Following is the scope of work including strategic planning, creative content, media planning and buying, search, digital, and all production which will be performed by GYK Antler, acting as the agency of record for the New Hampshire Department of Business and Economic Affairs (BEA). BEA includes the Division of Travel and Tourism Development and the Division of Economic Development.

1. STRATEGIC PLANNING

- 1.1. Review current marketing strategies, available research (Institute for New Hampshire Studies, U.S. Travel Association, etc.), and global/national/New Hampshire industry data/trends.
- 1.2. Solicit input via strategic planning sessions with key stakeholders.
- 1.3. Prepare strategic plans based on analysis, strategic planning sessions, and emerging/critical trends. Plan must detail cross-discipline integration.
- 1.4. Determine Key Performance Indicators (KPIs).
- 1.5. GYK Antler, with the assistance of BEA, will develop budgets for media placement; creative services and production related to print, broadcast and internet advertising; and collateral materials required to support the marketing effort.
- 1.6. Assist BEA staff in presenting the plan, including printed/digital materials, participation in select meetings, and presentations.

2. CREATIVE CONTENT

- 2.1. Creative content will be developed to promote the state's tourism attributes and favorable employment and business climate.
 - 2.1.1. Create and deliver brand personality and messaging via media/social channels, partnerships, and creative execution that connect with target audiences within a fragmented media and marketing landscape.
 - 2.1.2. Raise awareness of New Hampshire as a compelling destination for domestic travelers.
 - 2.1.3. Develop a cross-discipline program that conveys the brand while generating identified KPIs.
 - 2.1.4. Ensure that all tactical execution seamlessly integrates with related marketing components.

2.2. Activities and Deliverables

- 2.2.1. Provide strategic direction, creative ideation, production, and program management for the following activities:
- 2.2.2. Brand Development – Provide direction for evolving “Live Free” brand through messaging, creative execution and content delivery; create brand usage standards program for broad distribution.
- 2.2.3. Campaign Production – Develop and produce campaigns that drive consumer purchase decisions, inquiries, and engagement.
- 2.2.4. Prepare FY20 and FY21 campaign launch. Creative development and execution to be determined based on the annual strategic plan.
- 2.2.5. Asset Production – In conjunction with the State, develop inventory of photography and video content; assets will be used via print, public relations, and digital channels.

3. MEDIA PLANNING AND BUYING

- 3.1. Identify key channels and trends in order to achieve KPIs.

3.2. Activities and Deliverables

- 3.2.1. Develop media plan that identifies target audiences, innovative media channels/assets, and a competitive rate structure.
- 3.2.2. Ensure cross-platform integration.
- 3.2.3. Demonstrate strong negotiation capabilities/buying power for in-kind and value-added media.
- 3.2.4. Coordinate with unrelated state marketing efforts to implement cooperative campaigns and to support overall strategy.
- 3.2.5. Provide estimates, accounting documentation, and proof of performance across all channels.
- 3.2.6. Implement tracking mechanisms in order to measure KPIs.
- 3.2.7. Coordinate with the State’s telemarketing and fulfillment center to advise of media schedules and to facilitate media tracking information.
- 3.2.8. Provide ongoing counsel relative to media consumption habits.

TG

4. SEARCH

4.1. Use Search Engine Marketing (SEM) strategies and tactics to increase the amount and quality of leads generated by search engines.

4.2. Activities and Deliverables

4.2.1. Employ paid search advertising.

4.2.2. Improve visitnh.gov's ranking in search engines' natural (organic) search results and thus attract more visitors.

4.2.3. Measure success via identified KPIs.

5. DIGITAL

5.1. Provide creative strategy across digital, social, and mobile channels.

5.1.1. Websites include: visitnh.gov, choosenh.com, nheconomy.com, dbea.nh.gov

5.2. Activities and Deliverables

5.2.1. Deliver plan that includes platforms/technologies to create engagement and relevancy in digital space, including social and mobile channels.

5.2.2. Identify opportunities and execute programs for reaching travel professionals via digital outreach.

5.2.3. Coordinate with internal/external partners to ensure cohesive messaging on digital platforms.

5.2.4. Create responsive website designs, connecting users to the brand and advertising campaigns.

5.2.5. Implement and maximize content management solutions across BEA's portfolio of websites.

5.2.6. Ensure compliance and accessibility across all BEA websites.

5.2.7. Provide hosting services for all BEA websites.

TCY

6. BILLING AND TERMS

- 6.1. The agency fee will be billed at the beginning of each month. Project costs and outside vendor costs incurred on BEA's behalf will be billed in progress. All outside vendor costs (photos, talent, etc.) will be billed at cost, and copies of all vendor invoices will be included.

Changes made after approval of mechanicals, scripts, or storyboards will be considered author's alterations (AAs). Outside vendor costs related to AAs will be billed above and beyond estimated costs if they exceed the originally estimated amount. BEA will be provided with proof of charges for all AAs. Agency time related to AAs is included as part of the fee as long as they fall within the allocated monthly hours. Any time above the monthly allocation will be billed at the hourly rate.

GYK Antler will provide BEA with estimates for all outside services related to project development. Upon approval by BEA, the agency will incur outside and in-house production costs on BEA's behalf. Upon signed approval of mechanicals, scripts and/or storyboards, GYK Antler will coordinate and oversee final production of all materials (except in those cases where BEA is managing the printing through Graphic Services).

Talent fees and outside production costs related to broadcast advertisements will be billed at cost.

There may be reuse fees for talent and some creative materials provided by outside vendors, as provided by union contracts. Such fees will be identified as they occur and billed accordingly. All union talent is billed at cost, plus applicable taxes, union pension and welfare charges, booking agency fees, casting-call charges, etc. Where possible, GYK Antler will negotiate buyouts on talent and creative materials so BEA can avoid incurring reuse fees.

- 6.2. Media costs for advertising space and/or time will be billed to BEA at net cost. Omissions, time off the air, interruptions and earned discounts will be credited to BEA.

Charges for media space/time will be billed in progress. BEA will be provided with back-up copies of all media invoices and proof of placement.

- 6.3. All media invoices are due on or before 20 days from receipt of agency invoices.
- 6.4. GYK Antler will bill BEA for postage and shipping charges for forwarding materials to and from vendors and media outlets. Additionally, the agency will bill BEA for out-of-pocket expenses related to servicing the account, including travel expenses, parking,

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and mileage (at the IRS-approved level) and tolls. BEA will not be billed for copies, fax or phone charges.

- 6.5. All invoices, except as outlined above, are due on or before 30 days from receipt. Invoices that are under dispute or lack sufficient documentation will be paid upon resolution of the dispute and/or when adequate documentation is supplied to BEA.

7. RIGHT TO CANCEL

- 7.1. BEA has the right to alter or cancel any media schedules, services or projects of the agency or its outside vendors at any time. GYK Antler will take necessary steps to implement changes requested by BEA. In turn, BEA agrees to pay any fees incurred for work in progress or materials purchased, or for other liabilities incurred as a result of the required changes or cancellations.

8. APPROVAL OF WORK

- 8.1. As previously stated, BEA will be provided with estimates for all projects and with media schedules. Signed estimates are considered to be an authorization by BEA for the agency to incur costs on its behalf, and BEA agrees to assume responsibility for those costs, within the requirements of paragraph 4 of the P-37 agreement.
- 8.2. GYK Antler will review and preliminarily proofread all work created. BEA will be provided with copies of all work for final approval. Client signature or documented verbal or written approval is required for all work. Such approval signifies that BEA has carefully reviewed all of the content of materials provided for accuracy of all information.

9. COPYRIGHT AND OWNERSHIP

- 9.1. All materials and research prepared and provided by GYK Antler for BEA will become the property of BEA, upon payment, unless otherwise agreed to in writing by both parties.
- 9.2. BEA will be responsible for obtaining copyrights or marks on any advertising or concepts it may wish to own.

10. STAFFING AND PROJECT MANAGEMENT

- 10.1. GYK Antler agrees to have the appropriate principals directly responsible for the management of all projects undertaken by it on behalf of BEA. A principal of the firm will also assume responsibility for providing daily oversight to the account service and will be present at all client/agency meetings unless otherwise agreed to by both parties.
- 10.2. GYK Antler agrees that it will maintain adequate staffing to provide BEA with responsive and timely service.

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- 10.3. GYK Antler will give guidance and support to other BEA contractors to ensure maximum synergy and results. This includes, but is not limited to website developer, guidebook publisher, public relations firm, website, and researcher.
- 10.4. GYK Antler will work and cultivate partnerships with other state agencies or divisions that, through cooperative promotion will enhance the State's presence in niche markets.
- 10.5. GYK Antler agrees to provide members of its staff who work with BEA training and development opportunities, including but not limited to informal research time and attendance at seminars, workshops or lectures related to travel and tourism. BEA will be invoiced for attendance at training and development opportunities requiring overnight or long-distance travel which are attended by GYK Antler members at BEA's request. All other training will be done at GYK Antler's expense.
- 10.6. In producing projects for BEA that require the use of outside vendors, GYK Antler agrees to place special emphasis on the use of New Hampshire vendors.
- 10.7. GYK Antler, if needed, will design, construct, update/modify, store, maintain, ship, and setup the State's trade show booths to each event or subcontract with a capable vendor
- 10.8. GYK Antler is not authorized to represent the State's position to the public or media and must be authorized to provide information by BEA.

11. EXAMINATION OF RECORDS

- 11.1. BEA, upon giving notice to GYK Antler, may examine all records and files related to its account. Arrangements for such examination must be conducted at GYK Antler's office and will be scheduled at a time mutually agreeable to the parties involved.

TEY

**EXHIBIT B
PAYMENT TERMS**

1. CONTRACT LIMIT

1.1. Total annual expenditures under this contract are not to exceed \$7,757,600.40 for FY20 and \$7,774,069.48 for FY21 for a total of \$15,531,696.88.

2. AGENCY FEE

2.1. Tier One Fee Structure: BEA (Division of Travel and Tourism Development and Division of Economic Development)

2.1.1. GYK Antler shall be paid an annual retainer equal to 16% of the total annual budget dedicated to BEA. All other agencies or organizations in association with this contract shall pay an annual retainer equal to 17% of the total budget of each individual agency or organization. The fee will be paid in monthly installments.

2.2. Tier Two to include but not limited to:

- Other State Agencies: Department of Natural and Cultural Resources – Division of Parks and Recreation and Department of Agriculture
- Travel and Tourism Promotional Partners: Ski NH, New Hampshire Made

2.3. The fee, paid monthly, shall cover the following services:

- a) Day-to-day account management (client liaison, scoping, budgeting, scheduling, oversight of subject matter experts, etc.)
- b) Attendance by key GYK Antler personnel at regular meetings held twice per month
- c) Annual planning of marketing strategies and tactical plans
- d) Preparation of media plans and recommendations
- e) All subject matter expertise and execution across strategy and planning, branding and design, media planning and buying, social and consumer engagement, data and analytics, and video
- f) Development and management of the annual advertising budgets
- g) Monthly budget tracking and reporting
- h) Accounting services for payment, reconciliation, and reporting of third-party vendors
- i) Preparation and distribution of regular status reports
- j) Review and analysis of research plans and findings and advices/recommendations regarding research strategies
- k) Attendance by at least one agency representative at the identified industry conferences: The Governor's Conference on Tourism, Education Seminars for Travel Officers (ESTO), New Hampshire Lodging and Restaurant Association (NHLRA),

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New Hampshire Travel Council (NHTC) conferences and Discover New England Annual Summit in order to be current on industry activities and trends. As well as, other conferences that are deemed important by BEA.

- 2.4. BEA will be furnished with a written estimate for all special projects/beyond scope. This includes all video production, digital media video editing and online advertising unit digital development, photoshoot pre-production and onsite photo sessions, inventory management of online video and photo library, and administration of cooperative campaigns. Estimates will be fixed unless the scope of work changes, at which time GYK Antler will provide BEA with a written change order.
- 2.5. This contract may be modified only by written amendment, which has been executed and approved by the appropriate parties from the State and GYK Antler.
- 2.6. GYK Antler will not commence work until written authorization is provided by BEA. This applies to both original estimates and changes orders.
- 2.7. All media costs, materials, production costs, and out-of-pocket expenses for services directly associated with work performed by GYK Antler and approved by a representative of BEA will be billed in progress.
- 2.8. Special project fee outside the fee, estimates will be based on a blended rate of \$125/hour for all services

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**AMENDED EXHIBIT C
SPECIAL PROVISIONS**

The term of the contact shall be effective for the period beginning July 1, 2019 and will expire on June 30, 2021. The contract may be renewed for up to an additional term of two (2) years upon terms and conditions as the parties may mutually agree and upon the approval of the Governor and Council.

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Department of Business and Economic Affairs
Division of Travel and Tourism Development
Advertising Agency Selection 2019
Bid Summary and Written Proposal Scoring Criteria

BID SUMMARY

Proposals were evaluated based on the proven ability of the presenters to satisfy the provisions set forth in the Scope of Services.

WRITTEN PROPOSAL CRITERIA

Part A: Experience and Qualifications (30%) RPP Section 6.

1. **CONTRACTOR DATA SHEET (RFP Attachment A)**
Meets or does not meet qualifications for BEA Account
2. **OFFERER'S EXPERIENCE IN SCOPE OF WORK (RFP Section 5.1.2)**
Experience in providing services as detailed in the scope of work.
Max points – 10
3. **PERSONNEL EXPERIENCE (RFP Section 5.1.2)**
Expertise of participating personnel and a description of training and development programs.
Max points – 10
4. **DESCRIPTION OF FINANCIAL STABILITY (RFP Section 5.1.3)**
Description of how vendor will absorb the scope of work in this contract without over-taxing its capabilities.
Max points – 10

TOTAL POINTS FOR PART A – MAXIMUM 30 POINTS

Part B: Strategy, Tactics, Budget (50%) RFP Section 5.1.9

1. **APPROACH**
Description of how the vendor will approach to accomplishing the Scope of Work (RFP Section 4)?
Max points – 20
2. **STRATEGIES AND TACTICS**
Description of what strategies and tactics the vendor use for the Creative Assignment (RFP Section 5.1.9)?
Max points – 20
3. **ABILITY TO MEASURE/TRACK CAPAIGN EFFECTIVENESS**
Written description of research capabilities and proposed tracking system to measure effectiveness of programs/tactics recommended.
Max points – 10

TOTAL POINTS FOR PART B – MAXIMUM 50 POINTS

Part C: Marketing and Financial Terms (20%) RFP Section 5.2.1

1. **AGENCY FEE STRUCTURE (RFP Attachment B)**

TOTAL POINTS FOR PART C- MAXIMUM 20 POINTS

TOTAL COMBINED SCORE (A-C) FOR WRITTEN PROPOSAL – MAXIMUM 100 POINTS

Vendors were scored on the criteria above and the three highest scoring advertising agencies were invited to give oral presentations.

Presenters (highest scores on written proposals)

- Fuseideas, 8 Winchester Place, Suite 303, Winchester, MA 01890
- Griffin York and Krause d/b/a GYK Antler, 175 Canal Street, Manchester, NH 03101

ORAL PRESENTATION CRITERIA

1. **RATIONALE AND RESEARCH**
Max points – 15
2. **CREATIVITY**
Max points – 25
3. **PROPOSED EVALUATION/TRACKING FOR SUCCESS**
Max points – 10

TOTAL POINTS FOR ORAL PRESENTATIONS – MAXIMUM 50 POINTS

**Department of Business and Economic Affairs
Division of Travel and Tourism Development
Advertising Agency Selection 2019
Proposal Review Committee**

**Amy Bassett, Acting Director
Division of Travel & Tourism Development
1 Eagle Square, Suite 100, Concord, NH 03301
603-271-2665 amy.bassett@livefree.nh.gov**

**Kris Neilsen, Communication Manager
Division of Travel and Tourism Development
1 Eagle Square, Suite 100, Concord, NH 03301
603-271-2665 kris.neilsen@livefree.nh.gov**

**Amy Landers
Lakes Region Tourism Association
67 Laconia Road, Suite 1, Tilton, NH 03276
603-286-8008 alanders@lakesregion.org**

**Michael Skelton
Greater Manchester Chamber
54 Hanover Street, Manchester, NH 03101
603-792-4102 mikes@mancheseter-chamber.org**

**Jim Alden
Chutters
43 Main Street, Littleton, NH 03581
603-444-5787 jhalden@yahoo.com**

Department of Business and Economic Affairs
 Division of Travel and Tourism Development
 Advertising Agency Selection 2019
 Written Proposals Evaluation

SCHEDULE #3

	<u>m5</u>	<u>Brodeur</u>	<u>Sean Tracy</u>	<u>Oberland</u>	<u>Beautiful Destinations</u>	<u>GYK</u>	<u>Fusoides</u>
Jim Alden	52	56	44	68	72	96	86
Amy Bassett	54	46	42	62	74	96	84
Amy Landers	40	58	36	70	64	98	78
Kris Neilsen	58	70	56	84	82	82	54
Mike Skelton	58	50	46	68	74	99	82
Written Totals	262	280	224	352	366	471	384
Oral Presentations							
Jim Alden						50	45
Amy Bassett						50	45
Amy Landers						45	38
Kris Neilsen						40	40
Mike Skelton						47	40
Oral Totals	0	0	0	0	0	232	208
TOTAL	262	280	224	352	366	703	592



New Hampshire Department of
**BUSINESS AND
ECONOMIC AFFAIRS**



**Department of Business and Economic Affairs
Advertising Agency Services
Request for Proposals**

Issue Date: Monday, April 22, 2019

Title: Advertising Agency Services

Issuing Agency: State of New Hampshire
Department of Business and Economic Affairs
Division of Travel & Tourism Development
1 Eagle Square, Suite 100
Concord, NH 03301

Period of Contract: July 1, 2019 through June 30, 2021
(with an option to extend through June 30, 2023)

Proposal Deadline: Friday, May 17, 2:00 p.m.
**Proposal must be received at BEA no later than 2:00 p.m.*

All inquiries for information should be directed to:

Amy Bassett, Deputy Director
Email: amy.bassett@livefree.nh.gov

If proposals are mailed, send directly to issuing agency shown above. If proposals are hand-delivered, deliver to receptionist at BEA office, 1 Eagle Square, Suite 100, Concord, NH.

1 Eagle Square
Suite 100
Concord, New Hampshire 03301

603.271.2341

visitnh.gov nheconomy.com choosenh.com

1. Purpose

The purpose and intent of this Request for Proposals (RFP) is to enter into a contract for a period of two years (July 1, 2019-June 30, 2021) with an option to renew through June 30, 2023, upon agreement of both parties and the Governor and Executive Council.

2. Project Overview

The NH Department of Business and Economic Affairs (BEA), is seeking an integrated marketing firm to assist in the achievement of its strategic goals. BEA is comprised of two divisions: Division of Travel and Tourism Development (DTTD) and Division of Economic Development (DED).

Goals include:

- Increase Rooms and Meals Tax Revenue
- Unify New Hampshire under the tourism brand and strategy
- Motivate individuals to live, work, play, and learn in New Hampshire
- Improve reporting, analytics, and data driven optimization of BEA's marketing
- Foster collaboration with the state's primary entry points, i.e. rest areas, airports, bus stations
- Bolster international marketing efforts
- Cultivate the Meetings, Incentive Travel, Convention, and Exhibition (MICE) market

The budget for marketing services will range from \$5 - \$8 million per year. Budget will be primarily dedicated to tourism promotion, however tourism assets will be leveraged in the promotion of workforce recruitment/retention, business recruitment, New Hampshire State Parks, and Agritourism.

The Selected Vendor will provide strategic direction to ensure New Hampshire's brand is properly conveyed across all programs and channels, creating a strategic framework for contracted partners, including public relations firms, international marketing partners, and content development vendors.

The Selected Vendor will have demonstrated an ability to meet business goals, as well as a proven ability to create groundbreaking work.

The Selected Vendor must appreciate the opportunities and challenges related to working with a highly visible government entity, one that is tasked with continually representing and improving New Hampshire's economic vitality.

The Selected Vendor will engage in both strategic planning and day-to-day program execution.

3 Definitions

- 3.1 "Selected Vendor" refers to the Offeror under this Request for Proposals (RFP) with which the Department of Business and Economic Affairs (BEA) negotiates a contract. The terms in this RFP referring to "Selected Vendor" represent contract terms that will be a part of the final contract.
- 3.2 "Offeror" refers to any individual, corporation, partnership or agency that responds in writing to this RFP. "State" refers to the State of New Hampshire; "BEA" refers to the Department of Business and Economic Affairs; "DTTD" refers to the Division of Travel and Tourism Development; and "DED" refers to the Division of Economic Development.
- 3.3 The "Contract" is the resulting contract entered into between BEA and the successful Offeror.

4 Scope of Work

Includes strategic planning, creative content, media planning and buying, search, digital, web hosting, web maintenance, and all production. Deliverables will be provided exclusively for BEA to promote the State as a tourism destination, as well as promoting workforce recruitment/retention, business recruitment, New Hampshire State Parks, and Agritourism.

4.1 Administration/Management

- 4.1.1 Dedicated Daily account management team with in-depth attention to organizing, planning, supervising, and reviewing all BEA projects and budgets.
- 4.1.2 Dedicated creative and production staff focused specifically on the BEA account.
- 4.1.3 Participate in planning and budget review meetings with BEA to ensure direction and budget adherence.
- 4.1.4 Development of specific reports that may include Campaign Reports, Weekly Status, Budget Updates, etc.

4.2 Strategic Planning

- 4.2.1 Prepare strategic plans, facilitate strategic planning sessions, and engage in consumer studies.

4.2.1.1 Utilize available research (Strategic Marketing and Research Insights, Travel Marketing Insights, New Hampshire Travel Impacts, U.S. Travel Association, etc.), prior media plans, campaign reports, and industry trends.

4.2.2 Solicit input via strategic planning sessions with key stakeholders.

4.2.3 Determine and report Key Performance Indicators (KPIs).

4.2.4 Assist BEA staff in sharing the plan, including presentations, participation in select meetings; and hard copy materials.

4.3 Creative Development

4.3.1 Create and deliver brand via paid, owned, and earned channels. Creative must promote the state's tourism attributes, workforce recruitment/retention, business recruitment, State Parks, and Agritourism.

4.4 Asset Production

4.4.1 Create and inventory photography/video assets; assets will be used in all creative execution, public relations, and overseas marketing.

4.5 Media Planning and Buying

4.5.1 Strategic planning of annual media calendar and paid search advertising.

4.5.2 Media buying and execution.

4.5.3 Coordinate cooperative marketing campaigns to support overall strategy.

4.5.4 Implement tracking mechanisms in order to measure KPIs.

4.5.5 Provide ongoing counsel relative to media consumption habits.

4.5.6 Media costs are at net and need to be paid prior to requesting State reimbursement.

4.6 International Marketing

4.6.1 In coordination with BEA staff, work with global travel trade and U.S.-based receptive operators to promote New Hampshire tourism product.

4.6.2 Represent New Hampshire at select trade shows and events.

4.6.3 Develop marketing and sales materials, as well as destination training presentations.

4.7 Digital

4.7.1 Develop creative strategy across digital, social, and mobile channels.

4.7.1.1 Websites include: visitnh.gov, choosenh.com, nheconomy.com, dbea.nh.gov

4.7.2 Create responsive website designs, connecting users to the brand and advertising campaigns.

4.7.3 Implement and maximize content management solutions across BEA's portfolio of websites.

4.7.4 Ensure compliance and accessibility across all BEA websites.

4.7.5 Provide hosting services for all BEA websites.

5 Proposal Requirements

5.1 Technical Proposal

5.1.1 Complete "Contractor Data Sheet" (Attachment A).

5.1.2 A written one-page introductory statement including:

- Experience in providing services as described in Section 4.
- Expertise of participating personnel including, but not limited to, those identified in Attachment A.
- Describe the Offeror's ability to absorb the proposed Contract into its current volume of work.

5.1.3 Demonstrate the Offeror's financial capability to provide the work described in Section 4: Scope of Work. Audited financial statements, or satisfactory alternate proof of financial stability will be required prior to award of contract.

5.1.3.1 An Offeror, if requested, must be prepared to present evidence of financial standing necessary to satisfactorily meet the requirements set forth in the proposal.

- 5.1.4 Provide resumes/portfolios of individuals or subcontractors performing major duties and functions under the proposed contract; include role, responsibility, and qualifications.
- 5.1.5 Provide at least four recent client references, of which at least two (2) shall be tourism-related. Include contract/service dates and contact information.
- 5.1.6 Describe approach to accomplishing Section 4: Scope of Work.
- 5.1.7 A written description of research capabilities and proposed tracking system to measure effectiveness of proposed programs.
- 5.1.8 Explain previous contracted services provided to State.
- 5.1.9 Creative Assignment: Present an integrated summer tourism campaign utilizing the Live Free brand, assuming a \$2.5 million budget. Research is available on visitnh.gov/industry-members (Attachment C).

PLEASE NOTE: Creative executions are not required within the written proposal. Finalists selected for oral presentations may be asked to present creative ideas at that time.

5.2 Cost Proposal

- 5.2.1 Offerors are required to complete Attachment B: Proposed Costs and/or Fees.
 - 5.2.1.1 As a high profile account, BEA is committed to maximizing the effectiveness and efficiency of its advertising investment; as such BEA expects a preferred customer fee status.

5.3 Proposal Submission

- 5.3.1 In order to be considered for selection, Offeror must submit a complete written response to this RFP. One (1) original and six (6) copies of each proposal, plus an electronic version must be submitted to BEA. No other distribution of the written proposal shall be made by the Offeror. Offerors may be required to make creative presentations, if requested.
- 5.3.2 All information requested must be submitted. Failure to submit this information at time of bid will render the proposal non-compliant and will result in a disqualification.

5.3.3 Each copy of the proposal must be in a single volume. Proposals must be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. The State is not responsible for the cost of proposals.

5.3.4 The original copy must remain at BEA, available for public inspection/disclosure, subsequent to awarding of the contract. Information considered confidential or proprietary may be marked as such by the submitting party. However, such determinations are not conclusive on BEA and BEA shall be subject to the provisions and requirements of RSA chapter 91-A (the New Hampshire right-to-know law) when determining what documents are subject to public inspection/disclosure pursuant to a right-to-know request.

5.4 Finalist Oral Presentations

Offerors who submit a written proposal in response to this RFP may be selected to give a creative presentation. BEA will schedule the time and location of these presentations.

6 Evaluation and Award Criteria

6.1 All proposals will be evaluated for responsiveness to the RFP by a Selection Committee made up of representatives of BEA and private sector partners.

6.2 All written proposals will be evaluated and scored on the basis of the following criteria (Attachment D), which will be accorded the relative weight indicated in parentheses:

- Experience and Qualifications (30%)
- Strategy, Tactics, Budget (50%)
- Cost Proposal (20%)
- Grand Total (100%)

6.3 Offeror(s) deemed to be best qualified among the written proposals will be identified on the basis of evaluation factors stated in Section 6.2.

6.4 Identified Offeror(s) will be selected to provide a creative presentation to further evaluate Offeror's capabilities. These presentations will be graded on a 50 point scale, outlined in the Proposal Score Sheet (Attachment D). BEA will notify finalists at least 10 days prior to creative presentation to schedule times and determine location.

- 6.5 The Selected Contractor will be notified in writing. BEA and the Selected Contractor shall negotiate a contract containing the terms in the RFP/proposal. If BEA is unable to negotiate a satisfactory contract with the first Selected Contractor, BEA may undertake negotiations with the next recommended Offeror.
- 6.6 The proposed Contract must be approved by the Governor and Executive Council. This process takes approximately four to six weeks after the execution of Contract. The Contract approved by the Governor and Executive Council will be effective July 1, 2019.
- 6.7 Proposed Timetable
- | | |
|-------------------------------------|------------------------|
| Request for Proposals Issued | Monday, April 22, 2019 |
| Deadline for Questions | Friday, April 26, 2019 |
| Responses to Questions | Wednesday, May 1, 2019 |
| Written Proposal Deadline | Friday, May 17, 2019 |
| Invitations to Present | Friday, May 24, 2019 |
| Oral Presentations | Friday, May 31, 2019 |
| Award Announcement | Monday, June 3, 2019 |
| Contractual Process | June 2019 |
| Governor & Council Approval Process | June 2019 |
| Contract Effective | Monday, July 1, 2019 |

7 Conditions

All Offerors must be willing to adhere to the following conditions and must positively state so in the proposal.

- 7.1 **Ownership of Subsequent Products:** Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP is to be the sole property of the State of New Hampshire unless stated otherwise in the contract.
- 7.2 **Conformance With Statutes:** Any contract awarded as a result of this RFP must be in full conformance with statutory requirements of the State of New Hampshire.
- 7.3 **Amending or Canceling:** The State reserves the right to amend or cancel this RFP, prior to the due date if it is in the best interest of the State, or to correct inaccuracies resulting from clerical errors.
- 7.4 **Rejection for Misrepresentation:** The State reserves the right to reject the proposal of any vendor for misrepresentation.
- 7.5 **Contract Format:** The successful contractor will be required to sign or provide the following documentation:

- Service Contract Form – Form P-37 (Attachment E)
- Certificate of Authority. This document is required of the Contractor to certify by vote of the corporation's board that the person who signs the contract has been authorized to do so. The Contractor is required to provide this document on corporate letterhead, signed by the Chairman of the Board or similarly authorized person.
- Certificate of Good Standing document is required for all contracts exceeding thirty (30) days. They are issued by the New Hampshire Secretary of State's office certifying that the corporation, partnership, or trade name has been registered to do business in New Hampshire. Certificates of Good Standing shall be current and are renewable annually by April 1st.
- Comprehensive general liability insurance against all claims of bodily injury, death, or property damage in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, and special cause of loss coverage form covering all property in BEA in an amount not less than 80% of the whole replacement value of the property (Section 14 Insurance of the State Service Contract Form P-37 (Attachment E)).

- 7.6 Speaking on behalf of the State of New Hampshire/ BEA: Contractor is not authorized to represent the State's position to the public or media and must be authorized to provide information by BEA.
- 7.7 The Contractor may "subcontract" services. Proposals that include subcontracting services must include information identifying the subcontractor(s) and demonstrate the subcontractor(s)' qualifications to perform the services, and a letter from the proposed subcontractor(s) stating their intent to subcontract on this project. The prime contractor will be responsible for all services provided by, and obligations of its subcontractor(s). All communications, departmental direction, invoices and payments will be processed through the prime contractor. All data generated as a result of this contract is the exclusive property of BEA.
- 7.8 Contractor is to provide BEA with ninety (90) days written notice of any proposed changes to sub-contractor.
- 7.9 The resulting Contract may be modified only by written amendment, which has been executed and approved by the appropriate parties from the State and Contractor.
- 7.10 The State may terminate the Contract without cause by giving the Contractor sixty (60) days written notice before the effective termination date.

7.11 If for any reason, the Contractor fails to make a delivery date, the Contractor shall be assessed Liquidated Damages of \$1,000.00 per week, or portion thereof, until the production, revision or delivery date is met. If the Contractor foresees an event beyond its reasonable and normal control and properly notifies BEA of such event – in writing- BEA may allow the Contractor to exceed a production, revision or delivery date with no Liquidated Damages assessed.

**ATTACHMENT A
Contractor Data Sheet**

Agency Name: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

url: _____

Primary Contact

Contact Name: _____

Telephone Number: _____

Email Address: _____

Agency Information

Number of Years in Business: _____

Gross Income, Net of Media Placed Billings:

2013 _____ 2014 _____ 2015 _____

2016 _____ 2017 _____ 2018 _____

Average Account Size: _____

Current Number of Clients: _____

Approximate Percent of Total Media Billings:

Television _____ Magazine _____ Radio _____

Newspaper _____ Out of Home _____ Digital _____

Other _____

Number of Full-Time Employees: _____

ATTACHMENT C
Research/Resources

Travel and Tourism Research: <https://www.visitnh.gov/industry-members/industry-resources/research>

Travel and Tourism Media Plans: <https://www.visitnh.gov/industry-members/industry-resources/media-plan>

U.S. Travel Association (USTA): ustravel.org

Outdoor Industry Association: outdoorindustry.org

Attachment D
ADVERTISING AGENCY RFP 2019
Written Proposal Evaluation

OFFEROR: _____ EVALUATOR CODE: _____

Part A: Experience and Qualifications (30%)

1. CONTRACTOR DATA SHEET (RFP Attachment A)

_____ Complete

_____ Incomplete

SCALE: 1 = LESS QUALIFIED
 5 = MORE QUALIFIED

2. OFFEROR'S EXPERIENCE IN SCOPE OF WORK (RFP Section 5.1.2):

1----2----3----4----5 x 2 = POINTS _____

3. PERSONNEL EXPERIENCE (RFP Section 5.1.4):

1----2----3----4----5 x 2 = POINTS _____

4. DESCRIPTION OF FINANCIAL STABILITY (RFP Section 5.1.3):

1----2----3----4----5 x 2 = POINTS _____

TOTAL POINTS FOR PART A = _____
(Maximum 30 Points)

ADVERTISING AGENCY RFP 2019
Written Proposal Evaluation

OFFEROR: _____

EVALUATOR CODE: _____

Part B: Strategy, Tactics, Budget (50%)

SCALE: 1 = LESS QUALIFIED

5 = MORE QUALIFIED

1. SCOPE OF WORK: APPROACH

1----2----3----4----5 x 4 = POINTS _____

2. CREATIVE ASSIGNMENT

1----2----3----4----5 x 4 = POINTS _____

3. ABILITY TO MEASURE/TRACK CAMPAIGN EFFECTIVENESS

1----2----3----4----5 x 2 = POINTS _____

TOTAL POINTS FOR PART B = _____
(Maximum 50 Points)

ADVERTISING AGENCY RFP 2019
Written Proposal Evaluation

OFFEROR: _____

EVALUATOR CODE: _____

Part C: Cost Proposal (20%)

SCALE: 1 = LESS QUALIFIED
5 = MORE QUALIFIED

1. AGENCY FEE STRUCTURE

1----2----3----4----5 x 2 = POINTS _____

TOTAL POINTS FOR PART C = _____
(Maximum 20 Points)

Overall

TOTAL COMBINED SCOPE (A-C) = _____ FINAL SCORE
(Maximum Score = 100)

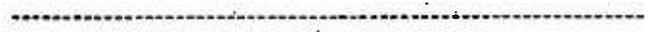
ADVERTISING AGENCY RFP 2019
Evaluation Form – Oral Presentations

AD AGENCY _____

Evaluator _____

SCALE: 1 = LESS QUALIFIED

5 = MORE QUALIFIED



1. RATIONALE AND RESEARCH

1----2----3----4----5 x 3

= POINTS _____

2. CREATIVITY

1----2----3----4----5 x 5

= POINTS _____

3. PROPOSED MECHANISM TO MEASURE/TRACK CAMPAIGN EFFECTIVENESS

1----2----3----4----5 x 2

= POINTS _____

Overall

TOTAL COMBINED SCOPE (1-3) = _____ FINAL SCORE
(Maximum Score = 50)

**NH Division of Travel and Tourism Development
Advertising Agency**

Clarifying Questions and Answers

- Q1. Whether companies from outside USA can apply for this? (ex. India or Canada)**
A1. Yes, BEA is seeking the best qualified agency.
- Q2. Whether we need to come over there for meetings?**
A2. In-person meetings are essential for this contract, they are typically monthly status, seasonal campaign launch and seasonal campaign recap meetings.
- Q3. Can we perform the tasks (related to RFP) outside USA? (ex. India or Canada)**
A3. Yes, ensuring the Scope of Work in the RFP is being met.
- Q4. Can we submit the proposals via email?**
A4. No, refer to 5.3.1 of the RFP document.
- Q5. Is there an incumbent on this contract? If so, who is the incumbent?**
A5. Yes, GYK Antler.
- Q6. Is this a new engagement or is New Hampshire seeking a new partner?**
A6. The current contract will expire at the end of the fiscal year (June 30, 2019), and the Department is required to issue a Request For Proposals (RFP).
- Q7. Are there any subcontractor restrictions/guidelines we need to be aware of?**
A7. Yes, refer to 7.7 of the RFP document.
- Q8. Once the work is awarded what does the client-side team look like? Please explain the client team structure and explain points of contacts and approval process.**
A8. Main points of contact are Director and Deputy Director of the Division of Travel and Tourism Development. The entire team consist of the Communication Manager and Digital Marketing Specialist of the Division of Travel and Tourism Development.
- Q9. Are you able to provide the names and background of the selection committee?**
A9. No, the selection committee will be comprised of both private and public sector individuals.

Q10. Item 4.5.6: Can you confirm what you mean by net media costs?

A10. "Costs" should have been "rates", therefore media rates are at net.

Q11. Item 4.5.6: Can you confirm whether the media invoices need to be paid prior to requesting State reimbursement, or simply placed with confirmation?

A11. Refer to 4.5.6 of the RFP document.

Q12. Item 4.5.6: With an annual budget this size, can you estimate how much media budget will need to be covered by the vendor prior to reimbursement? Is there a cap on this dollar amount? Is reimbursement granted on a set schedule (i.e. flight, month, campaign, quarter)?

A12. The AOR pays all invoices prior to submitting to DTTD for reimbursement; the state pays invoices within 30 days.

Q13. Is there a limit on how many sub-contractors can partner with prime for this contract?

A13. BEA is seeking the best qualified agency whether it is one agency or an agency with sub-contractors.

Q14. Section 4.6 International Marketing: Can you provide more detail regarding the scope of international marketing? How many trade shows and events, and where are they located?

A14. The AOR will mainly be responsible for the creation of assets, not in researching marketing programs that will be the responsibility of International partners. Participation and responsibilities at trade shows and events will be determined on a yearly basis.

Q15. Item 4.7.1: Will all four websites be redesigned?

A15. BEA will rely on the AOR to make strategic recommendations about the websites.

Q16. Item 5.1.3.1: Can you define "evidence of financial standing"? What kind of documentation is required?

A16. If requested, BEA will work with the Offeror to determine appropriate evidence of financial standing.

Q17. Item 5.1.9: Can you confirm that at this stage, vendors should ignore the Creative Assignment?

- A17. Yes, if creative is required, due to the time constraint existing creative may be used. Further instructions will be included with the invitation to present.
- Q18. Item 5.2.1.1: Can you identify what a preferred customer fee status might look like? Is there a particular fee percentage based on entire annual budget that is expected?
- A18. The Offeror should make this determination.
- Q19. Item 7.11: Can you confirm if any deadlines are missed, vendor will be charged a penalty of \$1,000 per week?
- A19. Deadlines that are deemed a priority by BEA will be charged a penalty.
- Q20. Item 5.1.9: Is there a proposed breakdown of fees/media/production from the \$2.5 million?
- A20. BEA is looking for the AOR to make a strategic recommendation.
- Q21. Is there a "Live Free" brand guide?
- A21. Yes, Live Free Brand Standards can be found at visitnh.gov/rfp.
- Q22. Are non-NH based agencies on equal footing?
- A22. Yes, BEA is seeking the best qualified agency.
- Q23. How would you define a video or photography asset to be created and inventoried?
- A23. BEA is seeking to grow and enhance the current video and photography asset library throughout the contract.
- Q24. What percentage of the annual scope of work is dedicated to international marketing?
- A24. Approximately 10% of the budget is allocated toward international.
- Q25. The scope does not include media planning and buying for international markets. Will all media planning and buying be for the domestic market only?
- A25. Media planning and buying will be for Domestic and Canada. Overseas markets are typically joint marketing opportunities with international partners, global travel trade or US based receptive operators.
- Q26. How would you define responsibilities for representing New Hampshire at select trade shows and events?

A26. Participation and responsibilities at trade shows and events will be determined on a yearly basis.

Q27. Given the broad range in annual budget (\$5-\$8M), should the budget be on the lower end of that range, how would items like website/digital and international marketing be prioritized?

A27. The AOR budget will be based upon the approved State Operating budget in June. Budgets for website/digital and international will be prioritized during the contract phase.

Q28. With regard to digital services, do you expect to combine and streamline service providers?

A28. The AOR will determine the most effective way to achieve 4.7 in the RFP document

Q29. Can you please better define the tier pricing in Attachment B? What is the budget that coincides with these tiers?

A29. It will be the responsibility of the Offeror to set the parameters for the budget structure of these two tiers.

Q30. What is the budget we should use to determine our monthly retainer fee (percentage of total contract)?

A30. Refer to the Project Overview in the RFP document.

Q31. What percentage of the annual scope of work would be dedicated to Tier Two "other state agencies"?

A31. Historically, it has been approximately 5-8%.

Q32. What percentage of the annual scope of work would be dedicated to "DTTD Promotional Partner"?

A32. Historically, it has been approximately 1-2%.

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 GYK ANTLER is a New Hampshire Trade Name registered to transact business in New Hampshire on May 08, 2014. 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: 708614

Certificate Number: 0004523661



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of June A.D. 2019.

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

William M. Gardner
Secretary of State

STATE OF NEW HAMPSHIRE DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
Certificate of Authority

06/04/2019

I, Travis C. York, as the sole board member and director of GYK Antler, certify that I am authorized to enter into a contract with the state of New Hampshire, Department of Business & Economic Affairs, on behalf of my company.

IN WITNESS WHEREOF, I have set my hand as the Sole board member and director of the Business this 4 day of June, 2019.

[Signature], Chairman

State of New Hampshire

County of Hillsborough

On this the 4 day of June, 2019, before me Tina Yaworski

the undersigned Officer, personally appeared TRAVIS YORK, who

acknowledged himself to be the sole board member and director of GYK Antler, a Business, and

that he, as such chairman being authorized to do so, executed the foregoing instrument for the

purposes therein contained, by signing the name of the Business by himself as

Chairman

IN WITNESS WHEREOF I hereunto set my hand and official seal.

[Signature]

(Notary Public/Justice of the Peace)

My Commission expires:

8/3/2021



Additional Named Insureds

Other Named Insureds

Big Brick Productions	Doing Business As
Colffin, York & Kraus LLC	
GYK Acquisitions, LLC	
GYK Antler	Doing Business As
GYK Holdings, LLC.	
Iron & Air Media, LLC	