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

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

September 11, 2017

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

**REQUESTED ACTION**

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

Funds to support this request are available as follows:

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

**EXPLANATION**

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

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

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

Respectfully submitted,

Taylor Gaswell  
Commissioner

## ATTACHMENT A – RFP DETAILS

### Marketing and Advertising Agency Services

#### Purpose of the RFP

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

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

#### RFP Process Details

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

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

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

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

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

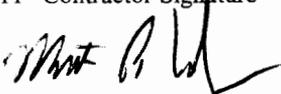
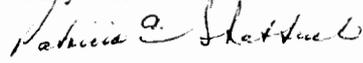
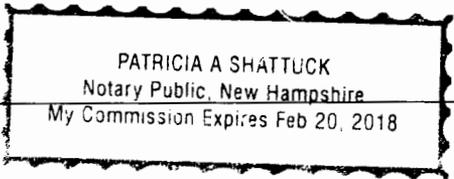
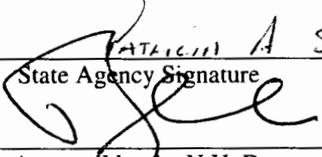
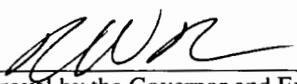
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

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

Contractor Initials 9/9/17 re  
Date 9/9/17

## **EXHIBIT A STATEMENT OF WORK**

### **TERM & EXTENSION**

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

### **DESCRIPTION OF SERVICES**

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

## DELIVERABLES AND TIMEFRAME

### A. Marketing plan (\$25,300)

The marketing plan will be built around several key components. The plan is expected to take *six to eight weeks* to develop and will be done concurrently with the website. Plan implementation will occur once the plan is reviewed and approved by the SPI team and the website is launched. The plan includes the following:

- 1) Clearly defining audiences and sub audiences within the five industry sectors, including companies, industry-specific associations, partner organizations that can reach individuals that would benefit from potential training programs beyond those currently in a sector company (Work Ready NH, NH Works, Employment Security, CTEs, etc.), and geo-targeting them within a reasonable proximity of a community college campus where trainings are likely to take place
- 2) Gaining input from the champions and intermediaries in each sector on work done to date, on how each sector is marketed to, and suggestions they may have on how best to reach companies that are more likely to participate in SPI within each sector
- 3) Reviewing the research done by Jobs for the Future to help determine training needs, workforce projections, skills needs/gaps and other findings
- 4) Developing a compelling case on why SPI matters and can play a key role in meeting workforce needs in NH and messaging that clearly articulates how becoming engaged with SPI can benefit a company
- 5) Targeting public officials as an important target audience, including legislators, and members of the executive council who will be considering requests to fund intermediaries over the coming months
- 6) Creating personas of prospective participants and defining how these individuals get information so we can determine how best to reach them
- 7) Aligning promotional vehicles, including social media, ad placements, digital marketing and e-mail marketing with the target markets in each sector to maximize message visibility and trigger a call to action
- 8) Setting expectations for success that align with resources within each sector and how they will be measured through KPIs; aligning the timing of the implementation of the marketing plan with each sector so that each sector is ready to respond to inquiries
- 9) Connecting with associations that represent the five sectors and building in

communications opportunities through their existing vehicles

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

## **B. Creative Content (\$10,925)**

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

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

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

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

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

each sector to be ready to respond to inquiries and requests for information

- 2) Identifying less traditional but targeted media buying opportunities through publications and e-mail lists managed by associations that represent the sectors including but not limited to the Manufacturing Extension Partnership, NH Medical Society, Business and Industry Association, NH High Tech Council, and NH Lodging and Restaurant Association
- 3) Developing a very focused digital campaign including AdWords, Facebook, the NH Business Review daily digital news browser and associated keywords and designing the campaign to be targeted, timely and measurable; set specific visibility goals and benchmarks for the campaign, and regularly monitor and adjust
- 4) Using our substantial experience in media buying in NH to leverage best pricing and purchasing of packages that lower costs over the length of any media buying campaign
- 5) Geographically targeting promotion around the training hosts once training sessions are identified and scheduled to help ensure a high level of awareness and engagement with the target audience
- 6) Employing an op-ed strategy to gain earned media placements at key times during the contract period

**D. Digital and Website Design, Development and Management (\$23,085)**

The website is the essential component of the SPI NH effort and must be an easy to use tool for the sector leaders, businesses and individuals. Based on experience, CSC expects that it will take *two months to fully develop and launch the website*. Once launched, we would begin the AdWords campaign in December 2017 and this would run for the remainder of the contract period (up to six months). Other digital advertising would launch in January 2018.

- 1) Developing a responsive website in WordPress that is engaging and clearly segmented by the five sectors so each can have its own presence and core messaging
- 2) Designing the site so it requires minimal external updating given the SPI model and limited staff resources
- 3) Building in accessibility features to ensure that the site complies with all requirements associated with web sites that are developed with federal funds

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

## **SUCCESS METRICS**

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

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

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- 2) Interim reporting of metrics of success will be provided. Regularity of interim reports to be agreed to upon commencement of the contract.
  
- 3) A final report shall be completed by Cookson Strategic Communications and submitted in draft form to SPI for review. SPI will review and provide feedback prior to final submission by Cookson Strategic Communications. The report will include commentary relating to the above deliverables and timeline, metrics of success attainment and other pertinent information. Interim reporting of metrics of success will also be provided. Regularity of interim reports to be agreed to upon commencement of the contract.

**Contractor's Initials:** me

**EXHIBIT B  
PRICE LIMITATION**

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

**Total agreement not to exceed: \$125,000**

This amount is further delineated at follows:

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

Summary of Estimated Costs

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

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

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

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

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

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

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

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

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

## **TERMS OF PAYMENT**

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

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

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

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

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**STANDARD EXHIBIT C - SPECIAL PROVISIONS**

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

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

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

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

Contractor's Initials: ml

# State of New Hampshire

## Department of State

### CERTIFICATE

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

Business ID: 632563



IN TESTIMONY WHEREOF,

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

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

William M. Gardner  
Secretary of State

**Corporate Resolution**

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

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

duly authorized to enter into contracts or agreements on behalf of

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

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

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

DATED: 9/9/17

ATTEST:  President + CEO  
*(Name and Title)*

