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STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION of TRAVEL and TOURISM DEVELOPMENT

172 Pembroke Road, Concord, New Hampshire 03301

Jeffrey J. Rose
Commissioner

Victoria Cimino
Director

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May 5, 2017

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

REQUESTED ACTION

Authorize the Department of Resources and Economic Development (DRED) to exercise a contract renewal option with Griffin, York and Krause d.b.a. GYK Antler (VC #155251), Manchester, New Hampshire, in the amount of \$12,410,375.77 for domestic and international advertising and promotional services for the period beginning July 1, 2017 through June 30, 2019. The original contract was approved by Governor and Executive Council on June 10, 2015, Item #68B and an amendment was approved on December 2, 2015, Item #46C. **96.4% General Funds, 1.7% Federal Funds and 1.9% Other Funds**

Funding for FY 2018 and FY 2019 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>FY2018</u>	<u>FY2019</u>
03-35-35-352010-36200000 Division of Travel - Tourism 069-500567 Promotional Marketing Exp.	\$1,200,000.00	\$1,200,000.00
03-35-35-352010-58740000 Travel – Tourism Dev Fund 069-500567 Promotional Marketing Exp.	\$4,625,000.00	\$4,625,000.00
03-35-35-350510-36000000 Economic Development Admin 069-500567 Promotional Marketing Exp.	\$180,000.00	\$180,000.00
03-35-35-351510-37010000 Parks Administration 069-500567 Promotional Marketing Exp.	\$120,000.00	\$120,000.00
02-18-18-185010-28200000 Specialty Crop State Grant 072-502643 Prog Dev & Info	\$80,375.77	

02-18-18-185010-33460000
Spec Crop Block Grant
072-502643 Prog Dev & Info

	<u>\$80,000.00</u>	
Totals:	\$6,205,375.77	\$6,205,000.00

EXPLANATION

The Division of Travel and Tourism Development (DTTD) is charged with the promotion of New Hampshire as a domestic and international travel destination. The Division's success is determined, in part, by gains in Meals and Rentals tax, which performed at an all-time high in FY16 generating \$300 million in revenue, an increase of seven percent over the previous year. Using aided recall to evaluate NH's marketing, the Division's advertising campaign directly influenced more than 750,000 trips to the state and \$831 million in visitor spending in FY2016. Independent research shows that every \$1 invested in media produced \$10 in Meals and Rentals tax revenues.

Year-round advertising and promotion is essential to the Division's efforts to increase travel to New Hampshire. GYK Antler, a Manchester-based, full-service marketing agency, provides the necessary resources for implementation, optimizing budget, building on experience, leveraging partnerships, and responding to changes within the travel environment. 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

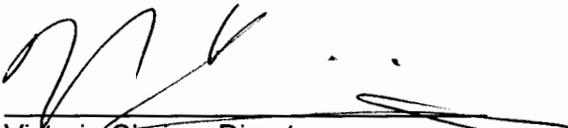
Implementation of the above tactics is a core component of New Hampshire's five-year strategic marketing plan. Creative execution, which received incredibly high marks via the Division's ad effectiveness study, includes television, digital, print, and outdoor advertisements. Independent research has shown the state's marketing effort ranks in the top 25% for inspiring consumers to visit and learn more.

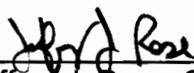
In an effort to increase efficiencies, leverage budget, and continue to grow the New Hampshire brand, this contract includes two additional divisions of DRED, the Division of Parks and Recreation and the Division of Economic Development as well as the New Hampshire Department of Agriculture.

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

Respectfully submitted,

Concurred,


Victoria Cimino, Director
Division of Travel and Tourism Development


Jeffrey J. Rose, Commissioner
Department of Resources and Economic
Development

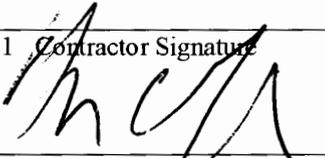
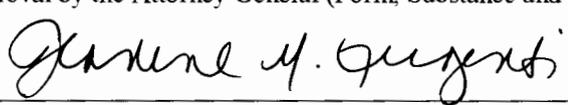
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Resources and Economic Development		1.2 State Agency Address 172 Pembroke Road, 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 06/30/2019	1.8 Price Limitation \$12,410,375.77
1.9 Contracting Officer for State Agency Jeffrey J. Rose, Commissioner		1.10 State Agency Telephone Number 603-271-2665	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory President & CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>May 5, 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 Tina Januszewski Human Resources Director Expires 8/3/2011			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Date: <u>5/15/17</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>5/16/17</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

Contractor Initials TCY
Date 5/18/17

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 Resources and Economic Development, including the Division of Travel and Tourism Development, Division of Economic Development and Division of Parks and Recreation, hereinafter referred to as DRED.

1. STRATEGIC PLANNING

- 1.1. Review current marketing strategy, available research (SMARInsights, U.S. Travel Association, etc.), and global/national/New Hampshire industry data/trends.
- 1.2. Solicit ongoing input with industry stakeholders.
- 1.3. Prepare strategic plans based on analysis, strategic planning sessions, and emerging/critical trends. Plan must detail cross-discipline integration.
- 1.4. Continuously monitor the need for additional Key Performance Indicators (KPIs).
- 1.5. GYK Antler, with the assistance of DTTD, 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.
 - 1.5.1. GYK Antler, with the assistance of DTTD, will work with the New Hampshire Department of Agriculture, Markets and Food (DAMF), Division of Agricultural Development and the NH Department of Health and Human Services, Division of Family Assistance (DFA) to build successful marketing campaigns.

The partnership will allow DAMF to continue to build the established "Buy Local New Hampshire Agriculture" marketing campaign that aligns with DTTD's state marketing campaign.

DTTD will leverage the Division's resources to support DFA's promotion of the Granite Workforce program established during the 2017 legislative session.

- 1.6. Assist DRED 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, parks, and favorable 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.
- 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 the “Live Free” brand through messaging, creative execution and content delivery; evolve 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 FY18 and FY19 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. Provide ongoing counsel relative to media consumption habits.

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 thinking across digital, social, and mobile channels.
- 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. Work with DRED's website developer to enhance visitnh.gov, nhstateparks.org, nheconomy.com, and its sub-sites. Recommendations must be accomplishable within the specified budget.
 - 5.2.3. Identify opportunities and execute programs for reaching travel professionals via digital outreach.
 - 5.2.4. Coordinate with internal/external partners to ensure cohesive messaging on digital platforms.

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 DRED'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. DRED 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 DRED with estimates for all outside services related to project development. Upon approval by DRED, the agency will incur outside and in-house production costs on DRED'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 DRED 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 DRED can avoid incurring reuse fees.

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

Charges for media space/time will be billed in progress. DRED 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 DRED for postage and shipping charges for forwarding materials to and from vendors and media outlets. Additionally, the agency will bill DRED for out-of-pocket expenses related to servicing the account, including travel expenses, parking,

and mileage (at the IRS-approved level) and tolls. DRED 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 DRED.

All invoices and back-up materials will be generated in duplicate (2 copies).

7. RIGHT TO CANCEL

- 7.1. DRED 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 DRED. In turn, DRED 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, DRED will be provided with estimates for all projects and with media schedules. Signed estimates are considered to be an authorization by DRED for the agency to incur costs on its behalf, and DRED 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. DRED 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 DRED 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 DRED will become the property of DRED, upon payment, unless otherwise agreed to in writing by both parties.
- 9.2. DRED 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 DRED. 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 DRED with responsive and timely service.
- 10.3. GYK Antler will give guidance and support to other DRED 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 DRED training and development opportunities, including but not limited to informal research time and attendance at seminars, workshops or lectures related to travel and tourism. DRED will be invoiced for attendance at training and development opportunities requiring overnight or long-distance travel which are attended by GYK Antler members at DRED's request. All other training will be done at GYK Antler's expense.
- 10.6. In producing projects for DRED 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 DRED.

11. EXAMINATION OF RECORDS

- 11.1. DTTD, 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.

EXHIBIT B
PAYMENT TERMS

1. CONTRACT LIMIT

1.1. Total annual expenditures under this contract are not to exceed \$6,205,375.77 for FY18 and \$6,205,000.00 for FY19 for a total of \$12,410,375.77.

2. AGENCY FEE

2.1. GYK shall be paid an annual retainer equal to 14% of \$6,125,000.00. The fee will be paid monthly in installments of \$71,458.33.

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, audio branding and music integrations, content creation, 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, The Fall Conference on Tourism, Education Seminars for Travel 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 either Economic Development or Parks and Recreation.

2.2. DRED will be furnished with a written estimate for all projects. Estimates will be fixed unless the scope of work changes, at which time GYK Antler will provide DRED with a written change order.

- 2.3. 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.
- 2.4. GYK Antler will not commence work until written authorization is provided by DRED. This applies to both original estimates and changes orders.
- 2.5. 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 DRED will be billed in progress.

3. SPECIAL PROJECTS

- 3.1. Special project fee outside the fee, estimates will be based on the following hourly rates:

RATE SCHEDULE	HOURLY RATES
Executive	\$75.00
Strategic Planning	\$75.00
Creative Concept Development	\$75.00
Creative/Art Design	\$75.00
Graphic Design Services	\$75.00
Copy Writing/Script Writing	\$75.00
Media Strategy and Planning	\$75.00
Media Buying	\$75.00
Broadcast Productions (oversight/ production separate)	\$75.00
Interactive/Digital Media Buying and Management	\$75.00
Interactive/Search Engine Marketing	\$75.00
Administrative/Accounting	\$75.00
Content Creation	\$75.00
Reporting and Analytics	\$75.00

4. OUTSIDE PROJECTS

- 4.1. Project requests by entities outside of DRED will be handled with either 14% of the additional budget being allocated to GYK Antler if augmenting as existing campaign with paid media OR a special project fee for the distinct efforts based on the requested scope of work.
- 4.2. DRED will be furnished with a written estimate for these projects to be approved by the requesting entity.

**AMENDED EXHIBIT C
SPECIAL PROVISIONS**

The term of the contract shall be effective for the period beginning July 1, 2017 and will expire on June 30, 2019. There are no other special provisions to this contract.

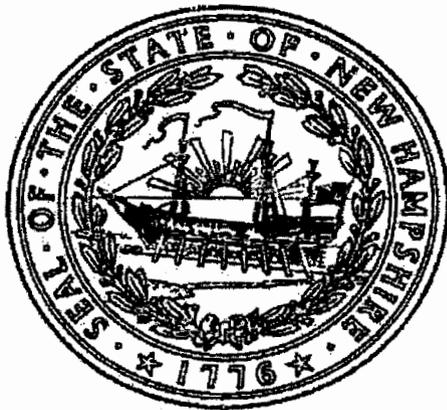
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GRIFFIN YORK & KRAUSE, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on July 14, 1975. 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: 16558



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of April A.D. 2017.

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

William M. Gardner

Secretary of State

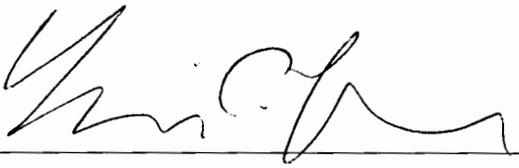
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT

Certificate of Authority

5/5/2017

I, Travis York, as the sole board member and director of Griffin York and Krause d/b/a GYK Antler, certify that I am authorized to enter into a contract with the state of New Hampshire, Department of Resources and Economic Development, on behalf of my company.

IN WITNESS WHEREOF, I have set my hand as the Sole board member and director of the Business this 5 day of May, 2017.

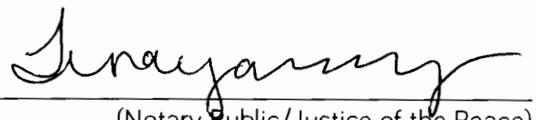


State of New Hampshire

County of Hillsborough

On this the 5 day of May, 2017, before me Travis York, the undersigned Officer, personally appeared in person, 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 Travis York.

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



(Notary Public/Justice of the Peace)

My Commission expires:

8/3/2021



STATE OF NEW HAMPSHIRE
 DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
 DIVISION of TRAVEL and TOURISM DEVELOPMENT

172 Pembroke Road, Concord, New Hampshire 03301

mac
HLC

Jeffrey J. Rose
 Commissioner

Victoria Cimino
 Director

603-271-2665
 FAX: 603-271-6870
 TRAVEL GUIDE: 800-386-4664
 WEBSITE: www.visitnh.gov
 E-MAIL: travel@dred.state.nh.us

November 20, 2015

Her Excellency, Governor Margaret Wood Hassan
 and the Honorable Executive Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Resources and Economic Development (DRED) to enter into a **SOLE SOURCE** amendment (Contract #1044707) with Griffin, York and Krause d.b.a. GYK Antler (VC #155251), Manchester, New Hampshire, by increasing the contract amount by \$377,208.68 from \$10,000,000.00 to \$10,377,208.68 for domestic and international advertising and promotional services upon Governor and Executive Council approval through June 30, 2017. The original contract was approved by Governor and Executive Council on June 10, 2015, Item #68B. 80% General Funds 20% Federal Funds – Specialty Crop Block Grant Funds

Funds are available in the accounts as follows, with authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

	<u>FY 2016</u>	<u>FY 2017</u>
<u>Department of Revenue Administration</u>		
01-084-84-840010-78840000		
Admin Division, Department of Revenue Administration		
102-500731 Contracts for Program Services	\$50,000.00	
 <u>Department of Agriculture, Markets & Food</u>		
02-18-18-185010-703800000		
Specialty Crop Block Grants #14-SCBGP-NH-0033		
072-500576 Grants to Other State Agencies	\$77,208.68	
 02-18-18-185010-28100000		
Div Agricultural Development		
069-500567 Promotional & Marketing	\$50,000.00	
 <u>Department of Resources and Economic Development</u>		
03-35-35-352010-58740000		
Travel – Tourism Dev Fund		
069-500567 Promotional Marketing Exp.	<u>\$100,000.00</u>	<u>\$100,000.00</u>
<i>Totals:</i>	<u>\$277,208.68</u>	<u>\$100,000.00</u>

EXPLANATION

The cornerstone of the Division of Travel and Tourism Development's (DTTD) efforts to increase visitor spending in New Hampshire is the Division's year-round advertising and promotion program. A comprehensive marketing strategy enhances the State's image and stimulates interest and motivation levels of potential visitors domestically and internationally. DTTD currently utilizes the services of its contracted advertising agency, GYK Antler, to meet its marketing objectives. The Department is requesting approval of this amendment as sole-source so that both the Department of Agriculture, Markets & Food (DAMF) and the Department of Revenue Administration (DRA) will be able to use GYK Antler's services to meet necessary and specific marketing objectives as described below. Funding from DRA and DAMF via Memorandums of Understanding (MOU) is contingent upon approval by the Governor and Council on December 2, 2015.

DAMF, working through DTTD's previously contracted advertising agency, has built and established the very successful "Buy Local New Hampshire Agriculture" marketing campaign. Projects have included the Wine and Cheese Trail, Garden Trail and Agricultural Resource maps. Agriculturally-based tourism assets, including farm stands, farmers markets, pick-your-own farms, and gardens, have been promoted via print ads, digital advertising, search engine marketing, and broadcast television advertising. Due to the change in DTTD's contracted advertising agency, DAMF will work with GYK Antler to continue these efforts.

House Bill 2 of the 2015 legislative session established a tax amnesty program for all taxes administered and collected by DRA (Chapter 276, Sections 242 and 243, Laws of 2015). DRA was provided funding in its FY16 budget to promote and advertise the program. Through DTTD, DRA will work with GYK Antler to develop and deploy a professional marketing and media strategy and a tactical plan for the program.

DTTD is charged with the promotion of New Hampshire as a domestic and international travel destination. In 2014, the state attracted more than 37 million visitors who spent \$5.1 billion, supporting 68,000 full- and part-time jobs and generating \$64.8 million in state and local tax revenues. DTTD is requesting to amend its contract with GYK Antler to increase funding that would dramatically improve the collection and reporting of key metrics, allowing for a compilation of real-time data and monitoring of the Division's business goals.

GYK Antler is a Manchester-based, full-service marketing agency with a 40-year 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 has worked with New Hampshire state government for thirty years offering a strong familiarity with the process and protocol of state agencies.

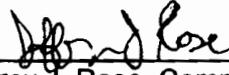
The Attorney General's office has reviewed and approved this contract as to form, substance and execution.

Respectfully submitted,



Victoria Cimino, Director
Division of Travel and Tourism Development

Concurred,



Jeffrey J. Rose, Commissioner
Department of Resources and Economic
Development

AMENDMENT OF AGREEMENT WITH RESPECT TO SERVICES TO BE PROVIDED BY GRIFFIN, YORK & KRAUSS DBA GYK ANTLER TO THE STATE OF NEW HAMPSHIRE, VIA THE DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT

The Department of Resources and Economic Development (DRED) and Griffin, York and Krauss DBA GYK Antler hereby mutually agree to amend their existing contract (Contract #1044707) which was approved by the Governor and Executive Council on June 10, 2015 (Item #68B) for the period July 1, 2015 through June 30, 2017.

The contract is amended as follows:

1. Amend Exhibit A to increase DRED funding that would dramatically improve the collection and reporting of key metrics, allowing for a compilation of real-time data and monitoring of the Division's business goals. Further Amend Exhibit A to increase funding to allow the Department of Agriculture, Markets and Food (DAMF), Division of Agricultural Development, Department of Revenue Administration (DRA) and (DRED) Division of Travel and Tourism Development (DTTD) to assist DAMF and DRA in building successful marketing campaigns. The partnership will allow DAMH to continue to build the established "Buy Local New Hampshire Agriculture" marketing campaign that ties into DTTD's state marketing campaign and will allow DRA to promote and advertise the tax amnesty program established in the 2015 legislative session.
2. Amend Exhibit B to increase the funding by \$377,208.68 from \$10,000,000.00 to 10,377,208.68, as indicated on the attached.
3. All other terms and conditions of this contract shall remain the same in full force and effect as originally set forth.
4. This amendment is subject to approval of Governor and Executive Council.

IN WITNESS WHEREOF, the parties hereto have set their hands of the day and year first written.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND
ECONOMIC DEVELOPMENT

Witness

Jeffrey J. Rose
Jeffrey J. Rose, Commissioner, DRED

Date

11/20/15
Griffin York & Krause dba GYK Antler

Tina Yanuszewski
Witness

November 20, 2015
Date

[Signature]
Attorney General

11/23/15
Date

Tina Yanuszewski 11/20/15
TINA M. YANUSZEWSKI, Notary Public
My Commission Expires August 10, 2018

Exhibit A – Services

Agency will amend Exhibit A to increase DRED funding by \$200,000 to dramatically improve the collection and reporting of key metrics, allowing for a compilation of real-time data and monitoring of the Division's business goals. Agency will further amend Exhibit A to allow the Department of Agriculture, Markets and Food (DAMF), Division of Agricultural Development, Department of Revenue Administration (DRA) and (DRED) Division of Travel and Tourism Development (DTTD) to assist DAMF and DRA in building successful marketing campaigns. The partnership will allow DAMH to continue to build the established "Buy Local New Hampshire Agriculture" marketing campaign that ties into DTTD's state marketing campaign and will allow DRA to promote and advertise the tax amnesty program established in the 2015 legislative session. The partnership will allow DAMF and DRA to work with DTTD and GYK Antler, the division's contracted advertising agency, to build a marketing campaign in conjunction with DTTD's state tourism marketing campaign and established brand as indicated on the attached for FY16.

Add Paragraph 6.6 - GYK Antler will adhere to all terms listed above in Section 6 Billing and Terms and will invoice DAMF and DRA directly for all related expenses. Expenses charged to DAMF shall not exceed \$127,208.68. Expenses charged to DRA shall not exceed \$50,000.00.

Exhibit B – Payment Terms

1. CONTRACT LIMIT

- 1.1 Funding will be increased by \$377,208.68 to bring the total expenditures under this contract to \$10,377,208.68



11/20/15

Tina Januszewski

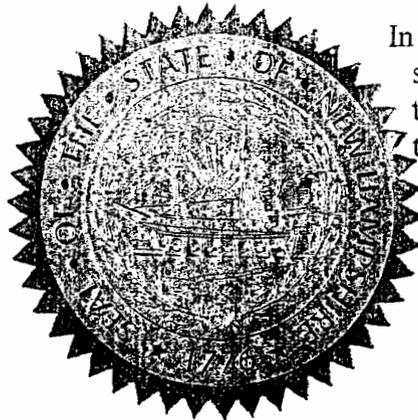
11/20/15

TINA M. YANUSZEWSKI, Notary Public
My Commission Expires August 10, 2016

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 Griffin York & Krause, Inc. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on July 14, 1975. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of May, A.D. 2015

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

William M. Gardner
Secretary of State

DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT

Certificate of Authority

11/20/15

I, Travis York, as the sole board member and director of Griffin York and Krause d/b/a GYK Antler, certify that I am authorized to enter into a contract with the state of New Hampshire, Department of Resources and Economic Development, on behalf of my company.

IN WITNESS WHEREOF, I have set my hand as the Sole board member and director of the Business this 20 day of Nov, 2015.



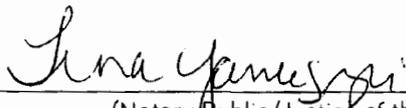
State of NH

County of Hillsborough

On this the 20 day of Nov, 2015, before me Tina Yanuszevski, 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.



(Notary Public/Justice of the Peace)

My Commission expires:

TINA M. YANUSZEWSKI, Notary Public
My Commission Expires August 10, 2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/8/2015

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: Nicki Renaud
	PHONE (A/C No. Ext): (603) 668-3311 FAX (A/C No): (603) 668-8413 E-MAIL ADDRESS: nicki@wizinsurance.com
INSURED Griffin York & Krause, Inc. 121 River Front Drive Manchester NH 03102	INSURER(S) AFFORDING COVERAGE INSURER A: The Travelers INSURER B: Liberty Mutual 24198 INSURER C: Excelsior 11045 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CL14111306458 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		6809D2181411442	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA8036911	1/1/2015	1/1/2016	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 <input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR CLAIMS-MADE	CUP9D4747871442	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		ES01555913861	1/1/2015	1/1/2016	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	3(a) NH WC9813315	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Certificate of Insurance is subject to policy terms, conditions and limitations.					

CERTIFICATE HOLDER

CANCELLATION

NH Division of Travel & Tourism
172 Pembroke Road
Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R Wieczorek/NICKI



STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION of TRAVEL and TOURISM DEVELOPMENT

172 Pembroke Road, Concord, New Hampshire 03302-1856

Jeffrey J. Rose
Commissioner

Victoria Cimino
Director

603-271-2665
FAX: 603-271-6870
TRAVEL GUIDE: 800-386-4664
WEBSITE: www.visitnh.gov
E-MAIL: travel@dred.state.nh.us

May 13, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Resources and Economic Development (DRED) to enter into a contract with Griffin, York and Krause d.b.a. GYK Antler (VC #155251), Manchester, New Hampshire, in the amount of \$10,000,000 for domestic and international advertising and promotional services for the period beginning July 1, 2015 through June 30, 2017, with the option to renew for one additional two year period upon consent of both parties and subject to Governor and Executive Council approval. 98.5% General Funds and 1.5% Park Funds

Funding for FY 2016 and FY 2017 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>FY16</u>	<u>FY17</u>
03-35-35-352010-36200000 Division of Travel - Tourism 069-500567 Promotional Marketing Exp.	\$1,200,000	\$1,200,000
03-35-35-352010-58740000 Travel – Tourism Dev Fund 069-500567 Promotional Marketing Exp.	\$3,625,000	\$3,525,000
03-35-35-350510-36000000 Economic Development Admin 069-500567 Promotional Marketing Exp.	\$100,000	\$200,000
03-35-35-351510-37010000 Parks Administration 069-500567 Promotional Marketing Exp.		
	<u>\$75,000</u>	<u>\$75,000</u>
<i>Totals:</i>	<u>\$5,000,000</u>	<u>\$5,000,000</u>

EXPLANATION

The Division of Travel and Tourism Development (DTTD) is charged with the promotion of New Hampshire as a domestic and international travel destination. In 2014, the state attracted more than 37 million visitors who spent \$5.1 billion, supporting 68,000 full- and part-time jobs and generating \$64.8 million in state and local tax revenues.

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 environment.

DTTD issued an extensive Request for Proposals (RFP) for marketing and advertising agency services on January 23, 2015. Notice was sent to eighty-nine advertising agencies and the RFP was posted on visitnh.gov and admin.state.nh.us. Subsequently, seven vendors submitted formal written proposals on February 24, 2015.

A selection committee comprised of private/public tourism marketing professionals (Schedule # 2) reviewed and scored the proposals (Schedule #1), inviting three agencies to present to the committee in-person on April 8, 2015. Each agency was asked to demonstrate creative elements, elaborating on its written submission. GYK Antler was ultimately awarded the contract with DTTD. 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 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

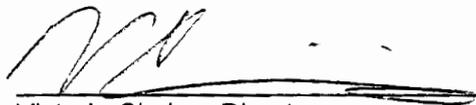
GYK Antler is of a size and caliber that can effectively absorb the DTTD account, having worked with the New Hampshire Lottery Commission for 30 years, the organization is extremely familiar with the process and protocol of working with state government.

In an effort to increase efficiencies, leverage budget, and continue to grow the New Hampshire brand, this contract includes two additional divisions of DRED, the Division of Parks and Recreation and the Division of Economic Development.

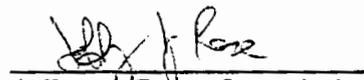
The Attorney General's office has reviewed and approved this contract as to form, substance and execution.

Respectfully submitted,

Concurred,



Victoria Cimino, Director
Division of Travel and Tourism Development



Jeffrey J. Rose, Commissioner
Department of Resources and Economic
Development

**Department of Resources and Economic Development
Division of Travel and Tourism Development
Advertising Agency Selection 2015
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 DRED Account
2. **OFFERER'S EXPERIENCE IN SCOPE OF WORK (RFP Section 5.2.1)**
Experience in providing services as detailed in the scope of work.
Max points – 10
3. **PERSONNEL EXPERIENCE (RFP Section 5.2.2)**
Expertise of participating personnel and a description of training and development programs.
Max points – 10
4. **DESCRIPTION OF FINANCIAL STABILITY (RFP Section 5.4.1)**
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: Marketing Strategy and Methodology (50%) RFP Section 6.2.3

1. **GOALS AND OBJECTIVES**
How will vendor meet the requirements of DTTD's core mission, target audiences, regional aspects and limited dollars available?
Max points – 10
2. **STRATEGIES AND TACTICS**
How will the vendor leverage the NH image to expand year round visitations and expand marketing efforts through industry partnerships?
Max points – 20
3. **BUDGET INFORMATION**
Complete rates and fees schedule for contact
Max points – 10
4. **RESEARCH**
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 6.4

1. HOURLY RATES SCHEDULE (Attachment B, Part 1)
2. AGENCY FEE STRUCTURE (Attachment B, Part 2)

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)

- Griffin York and Krause d/b/a GYK Antler, 175 Canal Street, Manchester, NH 03101
- RumbleTree, PO Box 6577, Portsmouth, NH 03802
- Wedu, 20 Market Street, Manchester, NH 03101

ORAL PRESENTATION CRITERIA

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

TOTAL POINTS FOR ORAL PRESENTATIONS – MAXIMUM 50 POINTS



STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION of TRAVEL and TOURISM DEVELOPMENT
172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

Jeffrey J. Rose
Commissioner

Victoria Cimino
Director

TEL: 603-271-2665
FAX: 603-271-6870
TRAVEL GUIDE: 800-386-4664
WEBSITE: www.visitnh.gov
E-MAIL: travel@dred.state.nh.us

**Department of Resources and Economic Development
Marketing and Advertising Agency Services
Request for Proposals**

Issue Date: January 23, 2015

Title: Marketing and Advertising Agency Services

Issuing Agency: State of New Hampshire
Department of Resources and Economic Development
Division of Travel & Tourism Development
172 Pembroke Road, PO Box 1856
Concord, NH 03302-1856

Period of Contract: July 1, 2015 through June 30, 2017
(with an option to extend through June 30, 2019)

Proposal Deadline: Tuesday, February 24, 2015, 3:00 p.m.
**Proposal must be received at DRED not later than 3:00 p.m.*

All inquiries for information should be directed to:

Amy Bassett, Assistant Director
Email: amy.bassett@dred.state.nh.us

If proposals are mailed, send directly to issuing agency shown above. If proposals are hand-delivered, deliver to receptionist at DRED office, 172 Pembroke Road, Concord, NH.

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, 2015-June 30, 2017) with an option to renew through June 30, 2019, upon the agreement of both parties and the Governor and Executive Council. The qualified firm will assist the Division of Travel and Tourism Development, the Division of Parks and Recreation, and the Division of Economic Development, to achieve each division's mission, vision, and goals.

2. Project Overview

The NH Department of Resources and Economic Development (DRED), is seeking an integrated marketing firm to assist in the achievement of its mission, vision, and goals. DRED is comprised of four divisions: Division of Travel and Tourism Development (DTTD), Division of Parks and Recreation (DPR), Division of Economic Development (DED) and Division of Forests and Lands (DFL). The selected vendor will work closely with DTTD, DED and DPR, and on occasion will assist in DFL's promotional efforts.

DRED is seeking a professional agency with a passion for New Hampshire and an understanding of the unique experiences that motivate travelers to choose New Hampshire over its key competitors.

DRED's agency budget for marketing and advertising services is projected to be between \$4.9 - \$6 million per year. Approximately 90 percent of the budget will be dedicated to tourism promotion. The remaining ten percent will be dedicated to the promotion of state parks (DPR) and New Hampshire's business climate advantages (DED).

The Selected Vendor must be a champion of the brand in every respect, from strategic direction to tactical execution, ensuring the brand is properly conveyed across all programs and channels.

The Selected Vendor must create the strategic framework for DTTD's contracted partners, including its public relations firm, digital agency, international marketing partners, and publisher.

The Selected Vendor will have demonstrated an ability to create groundbreaking work, as well as a proven ability to generate value-added opportunities via national/targeted media.

The Selected Vendor will have demonstrated the ability to establish strategic partnerships that are mutually rewarding.

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 second largest industry.

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 Resources and Economic Development (DRED) 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; "DTTD" refers to the Division of Travel and Tourism Development; "DPR" refers to the Division of Parks and Recreation; "DED" refers to the Division of Economic Development; and "DFL" refers to the Division of Forests and Lands.
- 3.3 The "Contract" is the resulting contract entered into between DRED and the successful Offeror.

4 Scope of Work

Includes strategic planning, creative content, media planning and buying, search, digital, and all production. Deliverables will be provided exclusively for DRED to promote the State as a tourism destination, as well as promoting New Hampshire State Parks and retaining and attracting business to New Hampshire.

4.1 Strategic Planning

- 4.1.1 Review current marketing strategy, available research (Institute for New Hampshire Studies, U.S. Travel Association, etc.), and global/national/New Hampshire industry data/trends.
- 4.1.2 Solicit input via strategic planning sessions with key stakeholders.
- 4.1.3 Prepare strategic plans based on analysis, strategic planning sessions, and emerging/critical trends. Plan must detail cross-discipline integration.
- 4.1.4 Determine Key Performance Indicators (KPIs).
- 4.1.5 Assist DRED staff in presenting the plan, including printed/digital materials, participation in select meetings, and presentations.

4.2 Creative Content

- 4.2.1 Creative content will be developed to promote the state's tourism attributes, parks, and favorable business climate.
 - 4.2.1.1 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.

- 4.2.1.2 Raise awareness of New Hampshire as a compelling destination for domestic travelers.
- 4.2.1.3 Develop a cross-discipline program that conveys the brand while generating identified KPIs.
- 4.2.1.4 Ensure that all tactical execution seamlessly integrates with related marketing components.

4.2.2 Activities and Deliverables

- 4.2.2.1 Provide strategic direction, creative ideation, production, and program management for the following activities:
 - 4.2.2.1.1 Brand Development – Provide direction for evolving “Live Free” brand through messaging, creative execution and content delivery; create brand usage standards program for broad distribution.
 - 4.2.2.1.2 Campaign Production – Develop and produce campaigns that drive consumer purchase decisions, inquiries, and engagement.
 - 4.2.2.1.3 Prepare FY16 and FY17 campaign launch. Creative development and execution to be determined based on the annual strategic plan.
 - 4.2.2.1.4 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.

4.3 **Media Planning and Buying**

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

4.3.2 Activities and Deliverables

- 4.3.2.1 Develop media plan that identifies target audiences, innovative media channels/assets, and a competitive rate structure.
- 4.3.2.2 Ensure cross-platform integration.
- 4.3.2.3 Demonstrate strong negotiation capabilities/buying power for in-kind and value-added media.
- 4.3.2.4 Coordinate with unrelated state marketing efforts to implement cooperative campaigns and to support overall strategy.
- 4.3.2.5 Provide estimates, accounting documentation, and proof of performance across all channels.

- 4.3.2.6 Implement tracking mechanisms in order to measure KPIs.
- 4.3.2.7 Coordinate with the State's telemarketing and fulfillment center to advise of media schedules and to facilitate media tracking information.
- 4.3.2.8 Provide ongoing counsel relative to media consumption habits.

4.4 Search

- 4.4.1 Use Search Engine Marketing (SEM) strategies and tactics to increase the amount and quality of leads generated by search engines.
- 4.4.2 Activities and Deliverables
 - 4.4.2.1 Employ paid search advertising.
 - 4.4.2.2 Improve visitnh.gov's ranking in search engines' natural (organic) search results and thus attract more visitors.
 - 4.4.2.3 Measure success via identified KPIs.

4.5 Digital

- 4.5.1 Provide creative thinking across digital, social, and mobile channels.
- 4.5.2 Activities and Deliverables
 - 4.5.2.1 Deliver plan that includes platforms/technologies to create engagement and relevancy in digital space, including social and mobile channels.
 - 4.5.2.2 Work with DRED's website developer to enhance visitnh.gov, nhstateparks.org, nheconomy.com, and its sub-sites. Recommendations must be accomplishable within the specified budget.
 - 4.5.2.3 Identify opportunities and execute programs for reaching travel professionals via digital outreach.
 - 4.5.2.4 Coordinate with internal/external partners to ensure cohesive messaging on digital platforms.

5 General Requirements

5.1 Copies and Distribution of Proposal

- 5.1.1 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 must be submitted to the DRED. No other distribution of the

written proposal shall be made by the Offeror. Offerors may be required to make creative presentations, if requested.

5.2 **Organization and Experience**

5.2.1 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.

5.2.2 Provide resumes/portfolios of individuals or subcontractors performing major duties and functions under the proposed contract; include role, responsibility, and qualifications.

5.2.3 Explain previous contracted services provided to State.

5.3 **Creative Presentation**

5.3.1 Offerors who submit a written proposal in response to this RFP may be selected to give a creative presentation. The presentation will provide an opportunity for the Offeror to present its creative solutions to the direction provided in Section 6.2 below. DRED will schedule the time and location of these presentations.

5.4 **Financial Standing**

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

6 **Specific Requirements**

6.1 Proposals should be as thorough and detailed as possible. Responses must be structured as outlined below. Offerors are required to submit the following items as a complete proposal.

6.2 ***Experience, Qualifications, and Strategic Exercise:***

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

6.2.2 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 and a description of training and development programs that ensure all personnel assigned to contract are capable and qualified.
- A description of how the addition of annual advertising expenditures of approximately \$4-\$6 million to the Offeror's current volume of

business could be efficiently absorbed without over-taxing the Offeror's capabilities. It is recognized that the vast majority of the expenditures are not for advertising agency services, but for the payment of media costs. The Contractor, however, is required to pay media costs prior to reimbursement by the State.

- 6.2.3 Present an integrated summer campaign utilizing the Live Free brand. The budget could range from \$2-\$2.5 million. Demographics can be found in the FY15 Strategic Marketing Plan on visitnh.gov/rfp.aspx.

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

6.3 **Proposal Submissions**

- 6.3.1 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.
 - 6.3.2 Offeror shall provide a thorough description of its plans and approach for accomplishing the requirements of *Section 4: Scope of Work*.
 - 6.3.3 Proposals should be as thorough and detailed as possible so that the DRED may properly evaluate Offeror capabilities to provide the required services.
 - 6.3.4 Each copy of the proposal must be in a single volume. Proposals must be prepared simply and economically, providing 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.
 - 6.3.5 The original copy must remain at DRED, 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 DRED and DRED 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.
- 6.4 Financial Terms - Complete "Rates and Fees Schedule" (Attachment B).
 - 6.5 A written description of research capabilities and proposed tracking system to measure effectiveness of programs/tactics recommended.

- 6.6 A creative presentation of proposed marketing methodology, creative executions and media strategy (if requested).
- 6.7 Provide at least four recent client references, of which at least two (2) shall be tourism-related. Include contract/service dates and contact information.

6 Evaluation and Award Criteria

- 7.1 All proposals will be evaluated for responsiveness to the RFP by a Selection Committee made up of representatives of DRED and the tourism industry.
- 7.2 All written proposals will be evaluated and scored on the basis of the following criteria (Attachment F), which will be accorded the relative weight indicated in parentheses:
 - Experience and Qualifications of key staff and subcontractors (30%)
 - Marketing Strategy, Methodology (50%)
 - Financial Terms (20%)
 - **Grand Total (100%)**
- 7.3 Offeror(s) deemed to be best qualified among the written proposals will be identified on the basis of evaluation factors stated in Section 7.2.
- 7.4 Identified Offeror(s) will be selected to provide a creative presentation to further evaluate Offeror’s capabilities. These presentations will be graded on a 20 point scale, outlined in the Proposal Score Sheet (Attachment F). DRED will notify finalists at least 10 days prior to creative presentation to schedule times and determine location.
- 7.5 The Selected Contractor will be notified in writing. DRED and the Selected Contractor shall negotiate a contract containing the terms in the RFP/proposal. If DRED is unable to negotiate a satisfactory contract with the first Selected Contractor, DRED may undertake negotiations with the next recommended Offeror.
- 7.6 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, 2015.
- 7.7 Proposed Timetable

Request for Proposals Issued	Friday, January 23, 2015
Deadline for Questions	Friday, January 30, 2015
Responses to Questions	Wednesday, February 4, 2015
Written Proposal Deadline	Tuesday, February 24, 2015
Invitations to Present	Monday, March 16, 2015
Oral Presentations	Wednesday, April 8, 2015
Award Announcement	Monday, April 13, 2015
Contractual Process	April 2015
Governor & Council Approval Process	May - June 2015
Contract Effective	July 1, 2015

8 Conditions

Any prospective contractor must be willing to adhere to the following conditions and must positively state so in the proposal.

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 Rejection for Misrepresentation: The State reserves the right to reject the proposal of any vendor for misrepresentation.
- 8.5 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 Existence shall be current and are renewable annually by April 1st.
 - General liability insurance against all claims of bodily injury, death, or Property damage in amounts not less than \$250,000 per claim and \$2,000,000 per incident, and fire and extended coverage insurance covering all property in DRED amounts of not less than 80% of the whole replacement value of the property (Section 14 Insurance and Bond of the State Agreement Form P37).
- 8.6 Speaking on behalf of the State of New Hampshire/DRED: Contractor is not authorized to represent the State's position to the public or media and must be authorized to provide information by DRED.
- 8.7 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.
- 8.8 The State may terminate the Contract without cause by giving the Contractor sixty (60) days written notice before the effective termination date.
- 8.9 If for any reason, the Contractor fails to make a delivery date, the Contractor shall be assessed a "failure to perform" fee 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 DRED of such event – in writing- the Contractor shall be allowed to exceed a production, revision or delivery date with no “failure to perform” fee assessed.

**Department of Resources and Economic Development
Division of Travel and Tourism Development
Advertising Agency Selection 2015
Proposal Review Committee**

Victoria Cimino, Director
Division of Travel & Tourism Development
172 Pembroke Road, Concord, NH 03301
603-271-2665 victoria.cimino@dred.nh.gov

Amy Bassett, Deputy Director
Division of Travel and Tourism Development
172 Pembroke Road, Concord, NH 03301
603-271-2665 amy.bassett@dred.nh.gov

Jayne O'Connor
White Mountain Attractions
PO Box 10, Woodstock, NH 03251
603-745-8720 jayne@visitwhitemountains.com

Chip Pappas
Olive Development, LLC
1 Middle Street, Suite 220, Portsmouth, NH 03801
603-430-6287 chip.pappas@olivedevelopment.com

Timothy Sink
Greater Concord Chamber of Commerce
49 South Main Street, Suite 104, Concord, NH 03301
603-224-2508 tsink@concordnhchamber.com

Mary Ann Kristiansen
Hannah Grimes Center
25 Roxbury Street, Keene, NH 03431
603-352-5063 maki@hannahgrimes.com

Department of Resources and Economic Development
 Division of Travel and Tourism Development
 Advertising Agency Selection 2015
 Written Proposals Evaluation

SCHEDULE #3

	<u>Silvertech</u>	<u>Saltwater +</u>	<u>Fuseideas</u>	<u>Drive</u>	<u>wedu</u>	<u>GYK</u>	<u>Rumbletree</u>
Amy Bassett	34	46	60	72	94	86	94
Victoria Cimino	36	52	64	64	86	80	88
Jayne O'Connor	38	60	56	88	90	96	94
Chip Pappas	32	44	66	80	92	88	98
Tim Sink	48	56	50	66	74	80	78
Mary Ann Kristiansen	60	32	66	72	74	96	84
Written Totals	248	290	362	442	510	526	536
Oral Presentations							
Amy Bassett					42	43	40
Victoria Cimino					35	45	40
Jayne O'Connor					35	48	30
Chip Pappas					40	45	40
Tim Sink					38	38	30
Mary Ann Kristiansen					35	50	40
Oral Totals	0	0	0	0	225	269	220
TOTAL	248	290	362	442	735	795	756

**Department of Resources and Economic
Division of Travel and Tourism Development
Advertising Agency Selection 2015
Advertising Firms Contact List**

SCHEDULE #4

Act One Creative	Info@actonecreative.com
Ad-Com	tom@adcom.com
Adlantic Advertising & Design	info@adlantic.com
Advanced Graphic Communication	info@advancedgraphic.net
Agency51	scottmuscarella@adagency51.com
BarkleyREI	bdubovecky@barkleyrei.com
BB&GG	junebisel@bbggadv.com
Birchtree Creative Services	ryan@birchtreecreative.com
Bresette & Company	josh@bresette.com
Brown & Company Graphic Design	info@browndesign.com
Burke Advertising	info@burkeadvertising.com
Calypso Communications	info@calypsocom.com
Cantin Design Inc.	info@cantindesign.com
Church & Main , Inc.	admin@churchandmain.com
Circus Media, LLC	connect@circusmedia.com
Creative Imaging Group	tmiller@creative-ig.com
David Colquitt	dave@peregrinedesign.com
Eastlantic Advertising	franne@eastlantic.com
Eisenberg, Vital & Ryze Advertising	info@evradvertising.com
ELEVEN	matt.murphy@11visual.com
E-miles	JDavidson@e-miles.com
Fletcher & Wilder Communications Inc	mfletcher@fletcherandwilder.com
Focal Cast Media	skraytenberg@focalcastmedia.com
Fourae Graphic & Design Company	fourae@fourae.com
Fran Slattery Design LLC	fran@franslatterydesign.com
Gen2Media (now VIDAROO)	Jacquelyn.white@vidaroo.com
Getting Ink Done	Anita.Warren@GettingInkDone.com
Girafe	jleblanc@girafe-communications.com
Glen Group	nancy@glengroup.com
GRANITE QUILL PUBLISHERS	granitequill@mcttelecom.com
GYK Antler	brady@gykantler.com
Harbour Light Strategic Marketing	info@harbourlight.com
Hawthorn Publications	info@hawthornpublications.com
Heartwood Media Inc.	info@heartwoodmedia.com
HMC2	info@hmc2agency.com
Inglis-Peabody Group, The	info@inglis-unltd.com
Inspira Marketing Group	lstory@inspiramarketing.com
Isosceles Advertising Design Inc.	studio@isoscelesdesign.com
J. C. Signs	signguy@jcsigns.com
James & Matthew	es@jamesandmatthew.com
Jay Armstrong Design	tlagamma@hotmail.com
Kamigo Marketing LLC	charlene@kamigomarketing.com

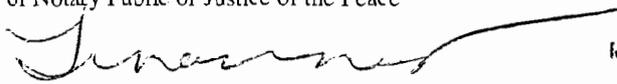
Laura Burgess LLC	laura@lauraburgess.com
Laura Lynch	info@northstarws.com
Logo Loc, Ltd.	TJ@LogoLoc.com
Lois Karno & Co	
LTD Company Inc	ltdspark@aol.com
M5 Advertising	hello@m5nh.com
Mailways	rob@mailways.net
Mann Advertising	sales@mannad.com
Marketreach Inc.	services@mreach.com
Mediastream	pauljalbert@mediastream.net
MicroArts	nsaunders@microarts.com
Millennium Advertising	lfanaras@millennium-advertising.
Millennium Integrated Marketing	lfanaras@mill-im.com
Moriah Design Agency	debbie@moriahdesignagency.cor
MSH Marketing Group Inc.	info@mshmarketing.com
NH Strategic Marketing	support@nhstrategicmarketing.cc
NL Partners	info@nhpartners.com
Open the Door	cpappas@openthedoor.biz
Phoenix Graphics	kevin@phoenixnh.com
PTI Marketing Technologies	sean.sullivan@pti.com
Reachlocal	info@reachlocal.com
Resort Media Services	lydia@resortmedia.com
Rogers Creative NH	rogerscreativenh@yahoo.com
Rumbletree	cyeaton@rumbletree.com
Sanger Communications	ssanger@sangercommunications
Scattergood Advertising	sales@scattergoodadvertising.coi
Scribble Creative Group	greatideas@nhmarketingcompan
SharpeWorks Corporation	sharpe@sharpeworks.com
Short Hill Studio	jane@shorthillstudio.com
Sparkle Media	ellen@sparkle-media.com
Spectrum Marketing Companies	Kirsten@Spectrummonthly.com
Stal-McLane Inc.	fstal@stalmclane.com
Star Media of NH Inc.	pamelafitzgerald@starmedianh.c
Sterling Design & Communications	PR@SterlingDes.com
Sullivan Creative	carol@sullivancreative.com
Swanson Advertising LLC	nancy@swansonadv.com
The Carella Company	exec@carellaco.com
The December Marketing Group	alyson@decembermarketing.com
The PR Guru	debbie@prguru.com
Total Design Solutions	design@totaldesign.net
Tracey Communications	info@traceycommunications.net
VirgoDesign	j@virgodesignstudio.com
Visual Communications	viscom@comcast.net
Wedu	sean@wedu.com
Wilson & Gould	judywilson1@comcast.net
Winzeler Group, Ltd	info@pannoswinzeler.com

Subject: Marketing and Advertising Agency Services FORM NUMBER P-37 (version 1/09)

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>NH Department of Resources and Economic Development</u>		1.2 State Agency Address <u>172 Pembroke Road, Concord, NH 03301</u>	
1.3 Contractor Name <u>Griffin York and Krause dba GYK Antler</u>		1.4 Contractor Address <u>175 Canal Street, Manchester, NH 03101</u>	
1.5 Contractor Phone Number <u>603-625-5713</u>	1.6 Account Number <u>3620,5874,3701,3600-069</u>	1.7 Completion Date <u>06/30/2017</u>	1.8 Price Limitation <u>\$10,000,000</u>
1.9 Contracting Officer for State Agency <u>Jeffrey J. Rose, Commissioner</u>		1.10 State Agency Telephone Number <u>603-271-2665</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Travis York, President and CEO</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsboro</u> On <u>5/26/15</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]		TINA M. YANUSZEWSKI, Notary Public My Commission Expires August 10, 2016	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Tina Yanuszevski, Notary</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Jeffrey J. Rose, Commissioner</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) By:  On: <u>5/26/15</u>			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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.

Contractor Initials TCY
Date 5/20/08

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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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 Resources and Economic Development, including the Division of Travel and Tourism Development, Division of Economic Development and Division of Parks and Recreation, hereinafter referred to as DRED.

1. STRATEGIC PLANNING

- 1.1. Review current marketing strategy, 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 DTTD, 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 DRED 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, parks, and favorable 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 FY16 and FY17 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.

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 thinking across digital, social, and mobile channels.
- 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. Work with DRED's website developer to enhance visitnh.gov, nhstateparks.org, nheconomy.com, and its sub-sites. Recommendations must be accomplishable within the specified budget.
 - 5.2.3. Identify opportunities and execute programs for reaching travel professionals via digital outreach.
 - 5.2.4. Coordinate with internal/external partners to ensure cohesive messaging on digital platforms.

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 DRED'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. DRED 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 DRED with estimates for all outside services related to project development. Upon approval by DRED, the agency will incur outside and in-house production costs on DRED'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 DRED 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 DRED can avoid incurring reuse fees.

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

Charges for media space/time will be billed in progress. DRED 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 DRED for postage and shipping charges for forwarding materials to and from vendors and media outlets. Additionally, the agency will bill DRED for out-of-pocket expenses related to servicing the account, including travel expenses, parking, and mileage (at the IRS-approved level) and tolls. DRED 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 DRED.

All invoices and back-up materials will be generated in duplicate (2 copies).

7. RIGHT TO CANCEL

- 7.1. DRED 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 DRED. In turn, DRED 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, DRED will be provided with estimates for all projects and with media schedules. Signed estimates are considered to be an authorization by DRED for the agency to incur costs on its behalf, and DRED 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. DRED 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 DRED 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 DRED will become the property of DRED, upon payment, unless otherwise agreed to in writing by both parties.
- 9.2. DRED 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 DRED. 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 DRED with responsive and timely service.
- 10.3. GYK Antler will give guidance and support to other DRED 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 DRED training and development opportunities, including but not limited to informal research time and attendance at seminars, workshops or lectures related to travel and tourism. DRED will be invoiced for attendance at training and development opportunities requiring overnight or long-distance travel which are attended by GYK Antler members at DRED's request. All other training will be done at GYK Antler's expense.
- 10.6. In producing projects for DRED 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 DRED.

11. EXAMINATION OF RECORDS

- 11.1. DTTD, 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.

**EXHIBIT B
PAYMENT TERMS**

1. CONTRACT LIMIT

1.1. Total annual expenditures under this contract are not to exceed \$5,000,000 for FY16 and \$5,000,000 for FY17 for a total of \$10,000,000.

2. AGENCY FEE

2.1. GYK shall be paid an annual retainer equal to 14% of \$5,000,000. The fee will be paid monthly in installments of \$58,333.33.

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, audio branding and music integrations, content creation, 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, The Fall Conference on Tourism, Education Seminars for Travel 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 either Economic Development or Parks and Recreation.

2.2. DRED will be furnished with a written estimate for all projects. Estimates will be fixed unless the scope of work changes, at which time GYK Antler will provide DRED with a written change order.

- 2.3. 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.
- 2.4. GYK Antler will not commence work until written authorization is provided by DRED. This applies to both original estimates and changes orders.
- 2.5. 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 DRED will be billed in progress.

3. SPECIAL PROJECTS

- 3.1. Special project fee outside the fee, estimates will be based on the following hourly rates:

RATE SCHEDULE	HOURLY RATES
Executive	\$75.00
Strategic Planning	\$75.00
Creative Concept Development	\$75.00
Creative/Art Design	\$75.00
Graphic Design Services	\$75.00
Copy Writing/Script Writing	\$75.00
Media Strategy and Planning	\$75.00
Media Buying	\$75.00
Broadcast Productions (oversight/ production separate)	\$75.00
Interactive/Digital Media Buying and Management	\$75.00
Interactive/Search Engine Marketing	\$75.00
Administrative/Accounting	\$75.00
Content Creation	\$75.00
Reporting and Analytics	\$75.00

**AMENDED EXHIBIT C
SPECIAL PROVISIONS**

The term of the contact shall be effective for the period beginning July 1, 2015 and will expire on June 30, 2017. 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.

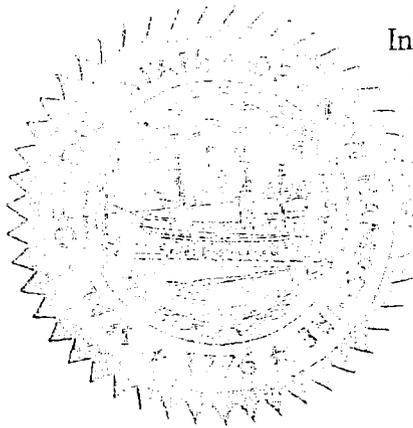
JR 6/1/15

TCY
5/29/15

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 Griffin York & Krause, Inc. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on July 14, 1975. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of May, A.D. 2015

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

William M. Gardner
Secretary of State

DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT

Certificate of Authority

5/11/2015

I, Travis York, as the sole board member and director of Griffin York and Krause d/b/a GYK Antler, certify that I am authorized to enter into a contract with the state of New Hampshire, Department of Resources and Economic Development, on behalf of my company.

IN WITNESS WHEREOF, I have set my hand as the sole board member and director of the business this 11 day of May, 2015.

Tina Yanuszecki, Chairman

State of NH

County of Hillsboro

On this the 11th day of May, 2015, before me Tina Yanuszecki, 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.

Tina Yanuszecki
(Notary Public/Justice of the Peace)

My Commission expires:

TINA M. YANUSZEWSKI, Notary Public
My Commission Expires August 10, 2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/8/2015

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: Nicki Renaud PHONE (A/C No. Ext): (603) 668-3311 E-MAIL ADDRESS: nicki@wizinsurance.com FAX (A/C. No.): (603) 668-8413
INSURED Griffin York & Krause, Inc. 121 River Front Drive Manchester NH 03102	INSURER(S) AFFORDING COVERAGE INSURER A: The Travelers INSURER B: Liberty Mutual 24198 INSURER C: Excelsior 11045 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CL14111306458 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	ADDITIONAL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <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"/> PROJECT <input type="checkbox"/> LOC			6809D2181411442	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			EA9036911	1/1/2015	1/1/2016	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	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 2,000,000
B	<input type="checkbox"/> EXCESS LIAB			CUP9D4747871442	1/1/2015	1/1/2016	AGGREGATE \$ 2,000,000
	DED <input checked="" type="checkbox"/>	RETENTION \$ 10,000		ES01555913861	1/1/2015	1/1/2016	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	3(a) NH WC9813315	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate of Insurance is subject to policy terms, conditions and limitations.

CERTIFICATE HOLDER

CANCELLATION

NH Division of Travel & Tourism
172 Pembroke Road
Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R Wieczorek/NICKI