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

Jeffrey J. Rose
Commissioner

603-271-2214
FAX: 603-271-6488
www.nhdf.org

August 15, 2013

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, Division of Forests and Lands to enter into a contract with Act One Creative, LLC (VC# 381160), Concord, NH, in the amount not to exceed \$100,000 for conservation license plate marketing in support of the Conservation Number License Plate (Moose Plate) upon approval of Governor and Executive Council through June 30, 2015, with the option to renew for an additional 2-year period subject to Governor and Executive Council approval. 100% Agency Income (Conservation Plate Funds)

Funding is available in the account titled, Conservation Plate 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>FY14</u> | <u>FY15</u> |
|-------------------------------------|---------------------------|-------------|-------------|
| 03-35-35-350010-34050000-069-500567 | Promotional and Marketing | \$50,000 | \$50,000 |

EXPLANATION

The Department of Resources and Economic Development is designated in RSA 261:97-b(I) to promote and market the Conservation Number Plate Moose Plate program. On June 10, 2013, the Department issued the attached Request for Proposal (RFP) for Advertising Services. The invitation to submit proposals for advertising, marketing and promotional services was mailed to ten (10) advertising and public relations firms known to the Department and the RFP was posted on the Department of Administrative Services' website.

A five person selection committee was comprised of a representative from the Department of Resources and Economic Development, Fish and Game Department, Department of Cultural Resources, State Conservation Committee and the Land and Community Heritage Investment Program (LCHIP). The selection committee recommended Act One Creative, LLC as the agency with which the Department of Resources and Economic Development should negotiate a contract. Act One Creative, LLC scored the highest when evaluated based on the following criteria: qualifications of the applicant, the marketing strategy/creativity, and the cost structure. Attached for your information and convenience is the scoring summary from the selection committee for the seven proposals.

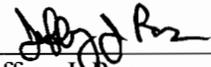
The Attorney General's Office has approved the contract as to form, substance and execution.

Respectfully submitted,

APPROVED BY:



Brad W. Simpkins
Interim Director



Jeffrey J. Rose
Commissioner

Conservation Number License Plate 2013 Proposal for Marketing Agency

Agencies that submitted proposals:

Act One Creative, LLC 18 Low Avenue, Concord, NH 03301 603.226.3311
 Daniel Mall Films, Inc 4200 East Fletcher Ave. Apt. B402 Tampa, FL 33620 813.344.4711
 GEOVISION 203 Arlington St., Watertown, MA 02472 617.926.5454
 Glen Group, Inc. PO Box 2838, 170 Kearsarge Street North Conway, NH 03860 603.356.3030
 the watsons llc 150 west 30th street suite 905 new york, ny 10001 212.239.9703
 Wetherbee Creative & Web LLC PO Box 1863 Derry, NH 03038 603.548.3936

Scoring Summary of Proposals

| | Act One Creative, LLC | Daniel Mall Films, Inc. | GEOVISION | GlenGroup, Inc. | the watsons, llc | Weatherbee Creative & Web LLC |
|--|-----------------------|-------------------------|------------|-----------------|------------------|-------------------------------|
| Sabrina Stanwood, Natural Heritage Bureau, Department of Resources and Economic Development (DRED) | 100 | 13 | 91 | 86 | 44 | 82 |
| Shelly Angers, Department of Cultural Resources | 88 | 68 | 75 | 78 | 80 | 77 |
| Jon Charpentier, Fish and Game Department | 91 | 71 | 73 | 87 | 74 | 85 |
| Dea Brickner Wood, State Conservation Committee | 93 | 14 | 77 | 89 | 79 | 87 |
| Amy Dixon, Land and Community Heritage Investment Program (LCHIP) | 92 | 75 | 82 | 75 | 81 | 75 |
| TOTAL | 464 | 241 | 398 | 415 | 358 | 406 |

| Scoring Criteria | Maximum Score |
|-----------------------------------|---------------|
| Qualifications of individual/firm | 35 |
| Marketing Strategy and Creativity | 45 |
| Cost | 20 |
| Total | 100 |

Subject:

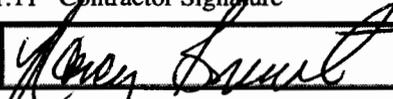
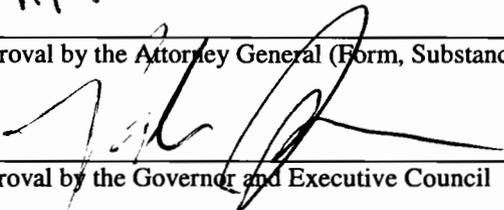
Conservation Number Plate Advertizing
mooseplate

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|--|---|--|-----------------------------------|
| 1.1 State Agency Name Department of Resources and Economic Development | | 1.2 State Agency Address 172 Pembroke Road, Concord, NH | |
| 1.3 Contractor Name Act One Creative, LLC | | 1.4 Contractor Address 18 Low Avenue, Concord, NH 03301 | |
| 1.5 Contractor Phone Number 603-226-3311 | 1.6 Account Number 010-035-3405-069-0567 | 1.7 Completion Date June 30, 2015 | 1.8 Price Limitation \$100,000 |
| 1.9 Contracting Officer for State Agency Sabrina Stanwood | | 1.10 State Agency Telephone Number 603- 271-2215 x 303 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Nancy Brownstein, Member | |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merimack</u> On <u>8/2/2013</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 KIRSTI J. GARCIA, Notary Public My Commission Expires August 22, 2017 | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory Jeffrey J. Rose, Commissioner | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>n/a</u> Director, On: | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>9/20/13</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.

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**

Act One Creative, LLC will provide the following services:

- Increase the number of Conservation Plates sold;
- Create promotional pieces consistent with the Conservation License Plate Program goals;
- Develop website and social media goals and strategies;
- Develop a media-buying plan that incorporates the appropriate media outlets within the marketing strategy and existing budget; create tracking reports;
- Manage a cash budget up to \$50,000 annually for Conservation License Plate promotion; and
- Communicate effectively with subcommittee via email and in structured meetings (in person or conference call).

**Exhibit B
Payment Terms**

This is a firm, not-to-exceed bid. The contractor shall submit monthly invoices including a retainer for website hosting, social media marketing, agency fee and additional services including printing and media placement. Each invoice will detail date, hours and services provided and cost of production/creative, website hosting, social media marketing, printing and media placement. Payment shall occur within thirty (30) business days of invoice submittal. Total contract shall not exceed \$100,000.

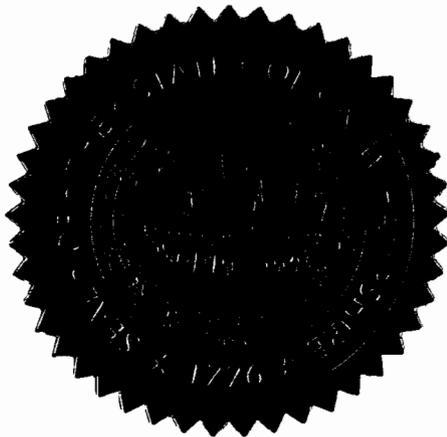
**Exhibit C
Special Provisions**

No special provisions are requested.

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 Act One Creative, LLC is a New Hampshire limited liability company formed on July 9, 2001. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has 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 31st day of July, A.D. 2013

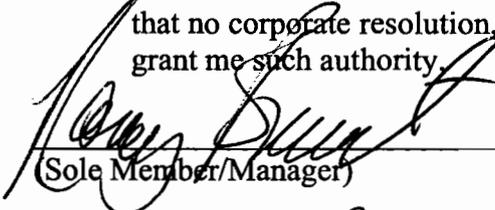
A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY / VOTE
(Limited Liability Company)

I, Nancy Brownstein, hereby certify that:

1. I am the Sole Member/Manager of the Company of Act One Creative, LLC; and
2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Act One Creative, LLC and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.



(Sole Member/Manager)

Nancy Brownstein

(Print Name)

8/2/2013

(Date)

STATE OF NEW HAMPSHIRE
COUNTY OF Merimack

On this the 2nd day of August, before me Kirsti Garcia, the undersigned officer, personally appeared Nancy Brownstein, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained. In witness whereof, I hereunto set me hand and official seal:



Notary Public

My Commission Expires: KIRSTI J. GARCIA, Notary Public
My Commission Expires August 22, 2017



CERTIFICATE OF LIABILITY INSURANCE

OP ID: TL

DATE (MM/DD/YYYY)
07/31/2013

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 Gallant Insurance Inc 694 Route 3A Bow, NH 03304 Scott D Minutti | Phone: 603-224-0993 Fax: 603-224-7710 | CONTACT NAME: Linda PHONE (A/C, No, Ext): 603-224-0993 FAX (A/C, No): 603-224-7710 E-MAIL ADDRESS: linda@gallant-insurance.com PRODUCER CUSTOMER ID #: ACTON-1 |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Act One Creative LLC Nancy Brownstein 18 Low Ave Concord, NH 03301 | INSURER A: Mount Vernon Fire Insurance | |
| | INSURER B: Technology Insurance Company | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** **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 INSR | SUBR 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 | | | MTK2001186C | 03/30/2013 | 03/30/2014 | EACH OCCURRENCE \$ 1,000,000 |
| | GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | |
| | <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ | | | | | | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ |
| B | 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 Y | N/A | TWC3364152 | 07/01/2013 | 07/01/2014 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| A | Prof Liability | | | MTK2001186B | 03/30/2013 | 03/30/2014 | Prof Liab 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Workers Comp Proprietors/Partners/Executive Officers/Members Excluded:
 Nancy Brownstein
 Marketing and Website work

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire
 Dept. of Resources & Economic
 Development
 172 Pembroke Road
 Concord, NH 03302

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

Brian Hallan

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WHY ACT ONE CREATIVE?

Act One Creative is an award-winning, full service marketing firm. We concentrate our energies on providing services that establish and/or complement our clients' market needs, including brand and positioning. We offer concept and design for ad campaigns, print materials; corporate identity packages (including annual reports, catalogues, logos, stationery, corporate brochures, etc.); consultation and support in developing and implementing marketing strategies; website development, SEO, website maintenance and updates; creative development and production of broadcast; public relations services; events planning; and all other services typically offered by design, advertising, and marketing firms.

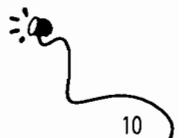
We specialize in out-of-the-box branding including logos, websites, corporate identity, brochures and more. With the experience, creativity and aesthetic sense at Act One Creative, you are assured that your materials will have a strong, sophisticated identity unique to your organization.

Act One Creative's philosophy is to partner with our clients. We believe regular communication (through e-mail, phone calls, and visits, etc.) is vital to the success of our client relationships. We are also focused on budgets and leveraging available funds to get the desired results. Our best reward is an overwhelmingly positive response to any project we produce. In addition to focused efforts designed to get the most "bang for the buck," Act One Creative bends over backward to meet each of our clients' deadlines. And the staff at Act One Creative is genuinely interested in the effectiveness of our work so client feedback is welcome and encouraged.

Services

Act One Creative is accustomed to designing and implementing complete marketing and advertising programs. Specifically, we offer the following services:

- Formulate and recommend specific marketing and public relations plans and carry out those plans after client approval.
- Write, design, illustrate and otherwise prepare promotional materials, including art direction as needed.
- Negotiate, arrange and contract for any special talent required for broadcast production, photography, illustration, typography and/or printing.
- Submit job status reports to update ongoing projects and give estimated dates of completion.
- Deliver materials in the proper form and with adequate instructions to any media or printer representatives so that deadlines will be met.
- Design, develop, provide SEO, maintain, and host websites.
- Provide social media marketing (Facebook, Twitter, LinkedIn, etc.).
- Render any other services as are customarily rendered by advertising agencies in connection with marketing programs.



THE TEAM

Act One Creative's client list includes NH Conservation License Plate (Moose Plate) Program, Soak Up the Rain, NH, FIENS, NH Law Library, Shaker Road School, Wallace Prefab, Naturopathic Clinic of Concord, Stibler Associates, NH Campground Owners' Association, and others.

Nancy Brownstein (President and Creative Director) is a senior-level marketing professional with a keen sense of how people respond to visual, auditory and verbal messaging in new and traditional media. She brings to the table over 25 years of executive-level experience in marketing, public relations and graphic design, having served as President of Evergreen Advertising and Marketing, Inc., Executive Vice President of Harmon Advertising, and as President of Brownstein Associates, where she was instrumental in getting the first phases of the Capitol Center for the Arts in place and operational. In addition to providing advertising services to a wide range of clients in manufacturing, technology, health care, professional services, retail, and consumer products, Nancy continues to evolve her skills by staying up-to-date of the latest developments in media and communications technologies. She is an experienced creative director and copy editor. She is also a skilled manager with a unique ability to bring out the best in colleagues, clients and vendors.

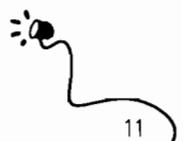
Ann Kontak (Art Director / Lead Web Designer) comes to Act One Creative with more than 20 years of project management, graphic design and marketing. Her creativity and design aesthetic is apparent in her award-winning work. Her background includes diverse experience in corporate and small business environments. Ann specializes in branding and cohesive design systems as applied to website development, print materials, social media, and publishing. She is an experienced art director, and has taught at two major universities where she was known for her courses in typography, design integration, identity, branding, and concept development.

Kameron Mertz (Graphic Design), a graduate of Colby-Sawyer College, has studied many forms of art including graphic design, photography and illustration. He received numerous awards and scholarships for his artwork and leadership skills, including the Nancy Pierce Scholarship Award for Excellence in Art, the Susan G. Harp Memorial Purchase Award and the Baccalaureate Award for his major — a BFA Graphic Design. Among other things, Kam specializes in identity, branding and social media marketing (SMART™).

Al Morel (WordPress Specialist at CommAREus) brings 30 years of business and management experience. He started the company after going back to school for graphic and web design, and has seen the organization successfully execute over 1400 web projects.

Dan Rouse (WordPress Specialist at CommAREus) is an expert in website development. He holds a degree in graphic design and can solve any web-based problem.

Ted Sink (Copywriter) has been in advertising and public relations for over 25 years. In addition to running his own creative services business, he has been copy chief, senior copywriter and creative director at a number of New England ad agencies, among them R.W. Buckley and Co., Weston Advertising, Cooper G/K, Chalfin Kostopolous and MicroArts Creative. His work has won him numerous Hatch, Graniteer and Broderson awards. His experience runs the gamut including retail, consumer goods and services, industrial and high tech, banking and finance, health care and biotechnology, computer hardware and software, restaurants and hotels, real estate, cosmetics, packaged goods, and more. was known for her courses in typography, design integration and identity development.





**State of New Hampshire
Request for Advertising Agency Proposals
Conservation License Plate Program, "Moose Plate"**



Request for Proposals

Title: Marketing/Advertising Services—Conservation License Plate

Issuing Agency: State of New Hampshire **Issue Date:** June 10, 2013

Department of Resources and Economic Development
DIVISION OF FORESTS & LANDS – Conservation License Plate Program
172 Pembroke Road, PO Box 1856
Concord, NH 03301

Period of Contract: From date of contract approval by the Governor and Executive Council through June 30, 2015 (with an option to extend to 2017).

Proposal Deadline: Proposals must be postmarked by **Friday, July 5, 2013**

To mail proposal by U.S. Postal Service send to: Department of Resources and Economic Development
Division of Forests and Lands
Conservation License Plate Program
Attn: Sabrina Stanwood
PO Box 1856
Concord, NH 03301

Overnight/express mail, or hand-deliver to: 172 Pembroke Road, Concord, NH 03301

All inquiries for information should be directed to: **MoosePlate@dred.state.nh.us**

In compliance with this Request for Proposals, and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal, or as mutually agreed upon by subsequent negotiation.

Please fill out electronically and print answers wherever possible.

| | |
|---------------------------|------------------------------|
| Name and Address of Firm: | Name and Title of Applicant: |
|---------------------------|------------------------------|

Authorized Signature: _____ Date: _____

PURPOSE

The State of New Hampshire's Conservation License Plate Marketing Subcommittee is soliciting proposals from qualified interested parties to provide advertising agency services from the date of contract approval by the Governor and Executive Council to June 30, 2015, with an option to renew through June 30, 2017 upon the agreement of both parties.

BACKGROUND

Conservation License Plate Program

In 1998, the New Hampshire General Court passed RSA 261:97-d, which created the Conservation License Plate Program. The program is a way to supplement existing state conservation and preservation programs with additional funding through voluntary public purchases of the plate.

The conservation license plate supports the protection of critical resources in New Hampshire including wildlife, scenic properties and cultural artifacts. Revenues from the sale of the plate are distributed through state agencies to:

- Preserve and/or purchase significant, publicly-owned historic properties, works of art, artifacts, and archaeological sites
- Research and manage non-game wildlife species and native plant species and educate the public regarding these species
- Provide grants to counties, municipalities, and non-profits for resource conservation projects
- Expand roadside wildflower planting
- Administer the Land and Community Heritage Investment Program (LCHIP)

The New Hampshire Conservation License Plate Advisory Committee is comprised of legislators and staff from state agencies that oversee the design of the plate and the distribution of the plate's revenues. The Committee submits annual reports to the General Court which summarizes the number of plates issued, revenues collected and the accomplishments of the program.

SCOPE OF WORK

The Conservation License Plate Marketing Subcommittee is seeking a firm that will provide the following services:

- Increase the number of Conservation Plates sold
- Create promotional pieces consistent with the Conservation License Plate Program goals
- Develop website and social media goals and strategies
- Develop a media-buying plan that incorporates the appropriate media outlets within the marketing strategy and existing budget; create tracking reports
- Manage a cash budget up to \$50,000 annually for Conservation License Plate promotion
- Communicate effectively with subcommittee via email and in structured meetings (in person or conference call)

BIDDER INSTRUCTIONS

The following criteria should be included in each bid (*Please fill out electronically and print answers wherever possible*):

1. Completed and signed Request for Proposal
2. Completed Attachment A (Contractor Data sheet) that includes:
 - a. Contractor Information
 - b. Years in Business
 - c. References
 - d. Number of accounts
 - e. Relevant experience
3. Completed Attachment B (Rates and Fees Schedule) that includes:
 - a. Rates for services
 - b. Explanation of fees
 - c. Fee schedule and a firm "not-to-exceed" bid to provide the services listed in the Scope of Work
4. Statement (one-page maximum) outlining your company's philosophy and management strategy regarding this account
5. Description of proposed methods to increase number of Conservation License Plate purchases and license plates sold
6. Relevant work samples, including color brochures and advertisements
7. Cover letter signed by the person submitting the bid that summarizes the terms of the bid and commits to providing well-documented invoices in a timely manner. Letter must state the person/business is able to provide a tax-payer ID number if bid is selected
8. List of possible conflicting accounts and company's policy if conflicts arise

SUBMITTAL PROCEDURE

A total of six (6) copies are required. **At least one (1) copy must be a signed original hard copy.** In a commitment to reduce paper and mailing costs, the other five (5) copies may be submitted either electronically or mailed with the original signed copy.

Applicants must **mail** one (1) signed original hard copy of their proposals to:

Department of Resources and Economic Development
Division of Forests and Lands—Conservation License Plate Program
Attn: Sabrina Stanwood
PO Box 1856, 172 Pembroke Road
Concord, NH 03301
Email proposal copies to: **MoosePlate@dred.state.nh.us**

Proposals must be postmarked by Friday July 5, 2013

EVALUATION PROCEDURE

An evaluation committee consisting of six (6) members will select the media firm that can best meet the needs of the Program, based on the following criteria:

| Criteria | Maximum Score |
|-----------------------------------|----------------------|
| Qualifications of individual/firm | 35 |
| Marketing Strategy and Creativity | 45 |
| Cost | 20 |

AWARDING OF CONTRACT

Pending approvals, including Governor and Council, and assignment of a State of New Hampshire vendor code, work will be assigned, approved and paid for on a project-by-project basis. The "Scope of Work" is a realistic outline of work to be done, but the Scope may increase or decrease during the term of the final service agreement. Work is expected to begin upon Governor and Council approval. The Conservation License Plate Marketing Subcommittee reserves the right to reject any and all proposals.

**ATTACHMENT A
Contractor Data Sheet**

Please fill out electronically and print answers wherever possible

1. Contractor information: Name, address, phone number and date of incorporation. If not a corporation, state the type of business organization, names and addresses of owners, address of principle place of business, date business began, and state in which organized.

2. Years in Business: Indicate the length of time you have been in business, providing this type of service:

_____ years _____ months

3. References: Indicate below at least three recent references for whom you have provided this type of service, of which at least two (2) shall be related to the conservation and heritage industry. Include the dates service was furnished, as well as name and phone of the person the Conservation License Plate Marketing Subcommittee has permission to contact:

| Client | Dates | City/State | Contact and Phone |
|--------|-------|------------|-------------------|
| | | | |
| | | | |
| | | | |

4. The average # of accounts per year: _____.

5. Describe any conservation and natural heritage and historic resources experience held by members of your staff who will work on our account. (Attach supplement pages if needed)

**ATTACHMENT B
Rates and Fees Schedule**

Please fill out electronically and print answers wherever possible

1. Rates and Expected Totals for service:

If additional or alternative categories are used, please explain fully.

| Category | Hourly Rate | Anticipated total |
|--|--------------------|--------------------------|
| Administration | | |
| Advertising related work in-house/Creative planning | | |
| Pay out to vendors (e.g. amount of purchased advertising) | n/a | |
| Other | | |
| Total \$ | n/a | |

2. Agency fee structure: The State will not pay any mark-up on costs. All costs must be net to the State of New Hampshire. Applicants may request a fee for services provided. Please explain in detail what will be covered in fees.

****Finalists may be required to review financial statements with Committee Members, if requested.**