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

172 Pembroke Road, Concord, New Hampshire 03301

Taylor Caswell
Commissioner

Victoria Cimino
Director

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February 22, 2018

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

REQUESTED ACTION

Authorize the Department of Business and Economic Affairs, Division of Travel and Tourism Development (DTTD) to enter into a contract with Hawthorn Creative (VC #207014) of Portsmouth, New Hampshire, in an amount of \$200,000 for content marketing services and publication development upon Governor and Council approval through June 30, 2019. 100% General Funds.

Funding for FY2018 and FY2019 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>
03-22-22-221010-20130000		
Division of Travel - Tourism		
069-500567 Promotional Marketing Exp.	\$ 31,000	\$ 32,500
03-22-22-221010-20190000		
Division of Travel - Tourism		
069-500567 Promotional Marketing Exp.	<u>\$ 69,000</u>	<u>\$ 67,500</u>
<i>Totals:</i>	<u>\$100,000</u>	<u>\$100,000</u>

EXPLANATION

The Division of Travel and Tourism Development is charged with the promotion of New Hampshire as a domestic and international leisure travel destination. Content, or story-telling, enables New Hampshire to deliver a more powerful message that inspires consumers to travel. According to Expedia Media Solutions, content enables destination marketers to do more than simply tell travel consumers about a place – it immerses them in a powerful experience.

To maintain its competitive advantage, the Division sought an agency to develop and execute an innovative, brand-aligned content strategy. Strategy includes the creation and sharing of compelling stories on a variety of channels, including visitnh.gov, blog posts, consumer emails, owned social media channels, search engine optimization and the Official New Hampshire Visitors Guide.

DTTD issued an extensive Request for Proposals (RFP) for content marketing services and publication development on June 14, 2017. Notice was sent to thirty agencies and the RFP was posted on visitnh.gov and admin.state.nh.us. Subsequently, six vendors submitted formal written proposals on July 11, 2017. Three vendors were disqualified for incomplete proposals.

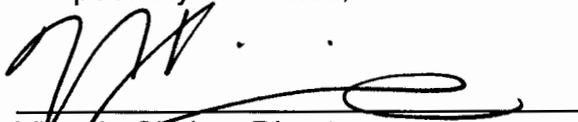
A selection committee comprised of private/public tourism marketing professionals (Schedule # 2) reviewed and scored the proposals (Schedule #1), inviting two agencies to present to the committee in-person on August 1, 2017. Each agency was asked to develop a brand-aligned content strategy. Hawthorn Creative (Hawthorn) was ultimately awarded the contract with DTTD. A composite score of both the written and the creative oral presentations is included as Schedule # 3.

Hawthorn Creative is a New Hampshire-based agency with extensive experience in custom publication creation and production, and the creation of comprehensive digital content strategies for organizations both domestically and internationally. Hawthorn Creative is well known within the New Hampshire tourism industry, current clients include Wentworth by the Sea Country Club, Cranmore Mountain Resort, and Sheraton Harborside Portsmouth.

Hawthorn Creative will support the Division in reaching New Hampshire's target audiences, tailoring content to specific segments for specific purposes. Well-produced and high-quality content is an imperative method to convey New Hampshire's unique attributes; creating and reliving memories – delivered to consumers on the right platforms at the right time.

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

Respectfully submitted,


Victoria Cimino, Director
Division of Travel & Tourism Development

Concurred,


Taylor Caswell, Commissioner
Dept. of Business & Economic Affairs



Department of Business and Economic Affairs
 Division of Travel and Tourism Development
 Content Marketing Services and Publication Development Selection 2017
 Written and Oral Proposal Scoring Criteria

PROPOSAL EVALUATION CRITERIA

Proposals were reviewed, evaluated and scored by the selection committee. Evaluation of proposals was based on the following criteria for each component. Each criterion was scored according to the degree of responsiveness present in the proposal being evaluated.

	Max. Points
1. OVERALL EXPERIENCE OF COMPANY / STAFF & DEMONSTRATED RESULTS Evaluation included an assessment of the history of the company, its experience as it relates to the requirements the RFP, evidence of past performance, quality and relevance of past work, references, and related items.	20
2. SCOPE OF WORK Evaluation included an assessment of the quality of work plans including schedule, examples of past projects, ability to meet deadlines, managerial experience, and knowledge and understanding of brand in a global marketplace.	30
3. FAMILIARITY WITH NEW HAMPSHIRE & TOURISM INDUSTRY Evaluation included assessment of understanding of our organization and the tourism industry and how the company integrated this knowledge into its proposal.	15
4. CREATIVITY Evaluation included an assessment of the quality of proposed strategies and creativity as demonstrated by the required project.	15
5. STRATEGIC PLANNING Ability of firm to think beyond the now and set New Hampshire up to be at the forefront of the changing travel trade media landscape.	10
6. BUDGET APPROACH / COST EFFECTIVENESS Effective and efficient delivery of quality content and services is demonstrated in relation to the fee and value of overall project. The budget is reasonable and appropriate. Approach to fee structure is balanced and structured to maximize investment.	10
TOTAL POINTS	100

Vendors were scored on the criteria above and the two highest scoring companies were invited to give oral presentations.

Presenters (highest scores on written proposals)

- Hawthorn Creative – 33 Jewell Court, Portsmouth, NH 03801
- Yankee Publishing Inc. – 1121 Main Street, Dublin, NH 03444

ORAL PRESENTATION EVALUATION CRITERIA

The presentations allowed finalists to demonstrate understanding of the project objectives, and to articulate capability to meet or exceed the requirements of the RFP.

The following criteria were used for scoring the oral interview for a total of 20 points maximum.

1. Knowledge of New Hampshire
2. Cultural fit with New Hampshire
3. Quality of proposed strategies and work samples
4. Measurement and ROI tracking mechanism
5. Staff expertise and professionalism
6. Staff creativity
7. Performance record/testimonials
8. Cost effectiveness
9. Understanding of brand and integration practices
10. Willingness to take direction

**Department of Business and Economic Affairs
Division of Travel and Tourism Development
Content Marketing Services and Publication Development Selection 2017
Proposal Review Committee**

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

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

Charyl Reardon
White Mountain Attractions
PO Box 10, Woodstock, NH 03251
603-745-8720 charyl@visitwhitemountains.com

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

Department of Business and Economic Affairs
Division of Travel and Tourism Development
Content Marketing Services and Publication Development
Written Proposals and Oral Presentation Evaluation

Schedule #3

Written Presentations	<u>Carbon</u>	<u>Hawthorn</u>	<u>Yankee</u>
Victoria Cimino	5	72	65
Amy Bassett	0	70	71
Amy Landers	50	75	75
Jayne O'Connor	35	72	78
Charyl Reardon	0	78	90
Written Totals	90	367	379

Oral Presentations			
Victoria Cimino		40	35
Amy Bassett		44	41
Amy Landers		44	29
Jayne O'Connor		47	41
Charyl Reardon		42	39
Oral Totals	0	217	185

TOTAL	90	584	564
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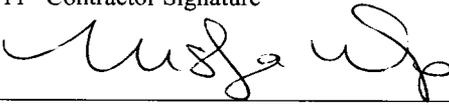
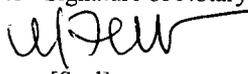
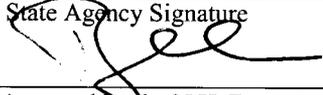
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

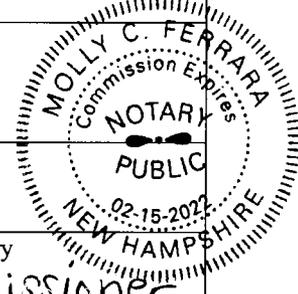
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Department of Business and Economic Affairs		1.2 State Agency Address 172 Pembroke Road Concord, NH 03301	
1.3 Contractor Name Hawthorn Creative		1.4 Contractor Address 33 Jewell Court Portsmouth, NH 03801	
1.5 Contractor Phone Number 603-610-0533	1.6 Account Number 10-022-20130000-500567 10-022-20190000-500567	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$200,000
1.9 Contracting Officer for State Agency Taylor Caswell, Commissioner		1.10 State Agency Telephone Number 603-271-2665	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Melissa Wannop, CFO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>2/22/2018</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 <u>MOLLY FERRARA NOTARY PUBLIC</u>			
1.14 State Agency Signature  Date: <u>3/21/18</u>		1.15 Name and Title of State Agency Signatory <u>Taylor Caswell, 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) (if applicable) By: <u>RWR</u> On: <u>3/20/18</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 MAW
Date 2/22/18

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

Hawthorn Creative (Hawthorn) will serve as the NH Department of Business and Economic Affairs, Division of Travel and Tourism Development's (DTTD) content marketing partner. Hawthorn will develop and execute an innovative, brand-aligned content strategy that includes a variety of channels – visitnh.gov, blog, social, search engine optimization (SEO), and the Official New Hampshire Visitors Guide.

1. Scope of Work

- 1.1. Hawthorn will develop and execute a brand-aligned content strategy that includes visitnh.gov, consumer emails, blog posts, and social media.
- 1.2. Hawthorn will develop content for three (3) consumer emails per month.
- 1.3. Hawthorn will develop three (3) blog posts per week, which includes both written and video posts (video provided by DTTD).
- 1.4. Hawthorn will develop daily social media posts on the following channels:
 - Facebook - facebook.com/VisitNH
 - Twitter - twitter.com/visitnh
 - Instagram - instagram.com/visitnh
- 1.5. Hawthorn will curate new boards and pins for Pinterest twice a month.
- 1.6. Hawthorn will work in cooperation with DTTD's Agency of Record (AOR) on Search Engine Optimization (SEO) and content pillars.
- 1.7. Hawthorn will develop and produce an annual New Hampshire Visitors Guide including all editorial copy, layout designs, photography, printing, and advertising. Technical specifications in 2. Guidebook Specifications.
- 1.8. Hawthorn will develop a global editorial calendar, including content mapping.
- 1.9. Hawthorn will develop an editorial plan/schedule for each channel.
- 1.10. Hawthorn will create, publish, and distribute content for each channel.
- 1.11. Hawthorn in tandem with DTTD's AOR and digital team will contribute to persona development.
- 1.12. Hawthorn will provide monthly/annual reporting, transferring relevant data to DTTD's dashboard.

2. Guidebook Specifications

2.1. Concept, Design, Layout, Editorial, Proofing

- 2.1.1. Hawthorn will be responsible for the development of all editorial copy, layout designs, selection of photography, and production, under the guidance and approval of DTTD.
- 2.1.2. Guidebook will consist of the following:
 - Anticipated Page Count:** At 80 interior pages with 4 page cover.
 - Copies:** 100,000
 - Trim Size:** 8.375 x 10.875
 - Paper :** Text: 60# matte #3. Cover: 80# gloss #3 with a Soft Touch Aqueous finish
 - Ink:** 4 color process throughout
 - Binding:** Perfect bind on the 10.875 dimension
 - Cartons/Skids:** All copies packed in cartons and packed on skids for delivery
 - Shipping:** 50,000 to 03275 and 50,000 to 01238
 - Copy/ad ratio:** 55/45%
- 2.1.3. Hawthorn will work with DTTD's AOR to develop a brand-aligned guide.
- 2.1.4. Hawthorn will handle all negotiations with photographers on usage fees.

- 2.1.5. Primary subcontractors to be used, including printer, will be supplied in writing to DTTD by Hawthorn. Any change in the printing or other primary subcontractors will be subject to approval by DTTD, which approval will not be unreasonably withheld.
- 2.1.6. Any photography provided by photographers that Hawthorn Creative secures the rights to, is not distributable in new print or digital uses. Hawthorn Creative will do its best to obtain full rights to photography associated with this project, however many photographers will not agree to this. Hawthorn will provide a list of photographers who have given full rights, otherwise DTTD is required to obtain permission to reuse any photography from the photographers directly. Hawthorn Creative assumes no responsibility for reuse of these images if DTTD uses images outside those secured for full use.

2.2. Copywriting/Editorial

- 2.2.1. In accordance with the direction of DTTD, Hawthorn will be responsible for developing and writing all editorial copy including at least four feature stories and a roundup of New Hampshire's seven regions.
- 2.2.2. Hawthorn will be responsible for coordination of contributing writers/editorial.

2.3. Advertising Sales

- 2.3.1. Hawthorn will sell display advertisements starting at a minimum of a third page ad.
- 2.3.2. Hawthorn will develop and provide a media kit under the guidance and approval of DTTD. Hawthorn will only be permitted to charge advertising rates that have been approved in writing by DTTD.
- 2.3.3. Hawthorn will be responsible for all aspects of marketing, billing and collections and all other activities in association with the selling of advertisements for the Visitors Guide.
- 2.3.4. Hawthorn will solicit advertising statewide in order to present the greatest geographic balance and tourism product offering possible.
- 2.3.5. Hawthorn will be responsible for initial screening to ensure that all advertisements are appropriate for the Visitors Guide. DTTD shall have final approval of advertisements sold, and may, in its discretion, reject any advertisements on the basis of appropriateness.
- 2.3.6. Hawthorn will be responsible for acquiring all appropriate approvals and authorizations to use any/or all material in the Visitors Guide.
- 2.3.7. Hawthorn will be allowed to sell advertisements to tourism related businesses licensed and operating within the State. Any tourism related advertiser not licensed in the State will not be allowed to advertise in the Visitors Guide.
- 2.3.8. Hawthorn shall be responsible for handling all complaints regarding advertising, servicing the advertising clients, the manner of handling advertising, and the processing and responding to complaints by advertisers for adjustments. The Contractor shall provide to DTTD a quarterly report listing all complaints received, name and location of business/person making the complaint and the actions taken to resolve the complaint.
- 2.3.9. No advertising shall be placed on the front cover of the Visitors Guide. A lottery of interested advertisers for prime locations in the Visitors Guide will be conducted by a representative of DTTD, using names submitted by the Hawthorn.

2.4. Printing, Packaging, Shipment

- 2.4.1. Hawthorn will provide the state annually with 100,000 copies of the Visitors Guide.
- 2.4.2. Hawthorn will be responsible for the supervision and printing quality of the publications.
- 2.4.3. Hawthorn will be responsible for the delivery of the Visitors Guide by June 1, 2018 and May 1 subsequent years. Any and all modifications to the delivery date shall be approved in writing by DTTD. If for any reason other than the fault of DTTD, including but not limited to, untimely performance of its responsibilities or an act of God, the Contractor fails to make a production, revision or delivery date, and such delay is not approved in writing by DTTD, Hawthorn shall be assessed a failure to perform fee of

\$1,000.00 per week, or a portion thereof, until the production, revision or delivery date is met.

- 2.4.4. Hawthorn will not sell any copies of the Visitors Guide or deliver any copies of the Visitors Guide to any entity other than the State, or those entities solicited by the State.

3. Reports

3.1. Visitors Guide

- 3.1.1. Hawthorn will provide detailed monthly reports on the progress of the project, which shall consist of at least the following information:

- Sales calls made by Hawthorn;
- Total income raised and expenses incurred, year-to-date;
- Advertisements sold each month, and year-to-date;
 - Name of advertiser
 - Cost and size of ad
 - Approximate page or section that advertisements will appear
- Advertisements sold by tourism region;
- Advertisements Hawthorn is producing;
- All complaints received, including name of individual, name of business, date received, address and phone of individual/business, and actions taken by the Hawthorn to resolve the complaint.

- 3.1.2. Hawthorn will provide a final report, detailing total income raised and expenses incurred, including a cost per unit analysis, due within 30 days of delivery of the Visitors Guide.

3.2. Social Media, Consumer Emails, Website Copy, Blog Posts

3.2.1. Social Media

- Channel growth
- Engagement
- High performing posts
- Learnings/adjustments

3.2.2. Consumer Emails

- Featured topics
- Total sent/delivered
- Percentage of open rate
- Unsubscribes
- Bounces
- Reads and read rates
- Top performing clicks
- A/B testing analysis

3.2.3. Website Copy

- Copy drafted/status

3.2.4. Blog Posts

- Total visits
- Page views
- Time on site
- Bounce rate
- Percentage exit

4. Meetings

- 4.1.1. Hawthorn will attend and potentially present at NH's Governor's Conference on Travel and Tourism; potentially attend other DTTD or regional event(s); and quarterly partner meetings.

- 4.1.2. Hawthorn and DTTD will have regularly scheduled phone calls or in-person meetings.

**EXHIBIT B
PAYMENT TERMS**

The contract totals \$200,000 for services provided in FY18 and FY19. The monthly retainer fee of \$8,333.33 will be invoiced no later than the 15th of each month. FY18 funds include the development and acquisition of assets necessary to execute DTTD's social media and overall content development program, including video production and photography, totaling no more than \$75,000.

The development, production and any associated costs of the Visitors Guide will be funded by advertising sales for the guide.

**EXHIBIT C
SPECIAL PROVISIONS**

No special provisions.

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 HAWTHORN CREATIVE GROUP LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on August 11, 2004. 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: 484358



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of August A.D. 2017.

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

William M. Gardner
Secretary of State

HAWTHORN

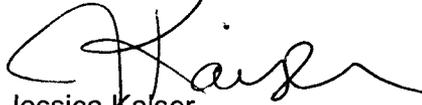
CREATIVE

HAWTHORN CREATIVE CERTIFICATE OF AUTHORITY

I, Jessica Kaiser, CEO & Founder of Hawthorn Creative, a New Hampshire corporation (the "company"), do HEREBY certify that the following is true and correct.

As of October 15, 2003, her hire date, that the Chief Financial Officer, Melissa Wannop, is empowered to execute and deliver in the name and on behalf of this Company a certain contract with the State of New Hampshire Department of Business and Economic Affairs.

IN WITNESS WHEREOF, I have set my hand as the CEO this 22 day of Feb, 2018.



Jessica Kaiser
CEO & Founder
Hawthorn Creative

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



(Notary Public/Justice of the Peace)

2/22/2018

Date

My Commission expires:

2/15/22



