

STATE OF NEW HAMPSHIRE LOTTERY COMMISSION



RFP LOT 2021-03 Marketing and Advertising Services

November 19, 2021



Over \$2 Billion and Counting for our Schools

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AGENCY AND BUDGET OVERVIEW

The New Hampshire Lottery broke their sales record in Fiscal Year 2021, recording more than \$519 million in sales and other revenues, with more than \$146 million earmarked to support public education in the Granite State. The previous sales record was set in FY 2020 of \$392.2 million. Since its inception in 1964, the New Hampshire Lottery has contributed more than \$2.3 billion to education.

The New Hampshire Lottery was the first legal lottery in the United States, created in 1964. For a decade, from 1953 to 1963, Larry Pickett, a state legislator from Keene, tried unsuccessfully to introduce bills calling for a state lottery. The morality and ethics of gambling were called into question, yet in 1963, Pickett suggested that the revenues from a lottery should be earmarked for education and the rest is history. More than five decades later, 48 jurisdictions (45 states plus the District of Columbia, Puerto Rico, and the U.S. Virgin Islands) have followed New Hampshire's lead.

Our current game portfolio is robust and includes eight draw games: Powerball, Mega Millions, Lucky For Life, KENO 603, Tri-State Megabucks, Tri-State Gimme 5, Tri-State Pick 3 and Pick 4. In addition to the draw portfolio, we also launch approximately 50 - 60 scratch ticket games (price points of \$1 up to \$25) a year. Our scratch ticket sales account for approximately 65% of our annual sales. Tri-State Fast Play is similar to a scratch ticket yet it is printed directly from the lottery terminal. Players choose from rolling jackpot games with top prizes that increase with each ticket sold, to a variety of other Fast Play games – all with a number of different price points of \$1, \$2, \$5, \$10 and \$20. We sell all of these products at more than 1,300 retail locations statewide. KENO 603 is offered at more than 220 locations statewide, in taverns and restaurants across New Hampshire with drawings from 11 AM to 1 AM daily. Along with the traditional products listed, we also offer NH iLottery which was launched in September of 2018. NH iLottery's portfolio consists of more than 70 e-Instant games along with Powerball, Mega Millions and Tri-State Gimme 5. Sports Betting, launched in 2019, is also a part of our product offering through DraftKings mobile application and three DraftKings retail locations in Manchester, Seabrook and Dover. Our contract with DraftKings requires the lottery to support this product with a minimum promotional spend of \$250,000 annually.

New Hampshire is a state with an older age demographic. The population of the state (2020) is just shy of 1.4 million with those 18 years and older at approximately 1 million. The higher populated age groups are from age 50 to age 70. Our research shows that the demographic of the core player base in New Hampshire mirrors that older age demographic. We continually strive to attract the younger demographic with the challenge of making New Hampshire's Lottery fun for all by offering a number of different products, and to fulfill our mission in returning the maximum amount of net profits annually which are allocated for public education (grades K – 12).

The New Hampshire Lottery ("NH Lottery," "Lottery") works within two advertising budgets – a New Hampshire Lottery budget that oversees the New Hampshire Lottery games (scratch tickets, Powerball, Mega Millions, Lucky For Life, KENO 603, iLottery games, Sports Betting) as well as a separate, Tri-State budget that oversees the Tri-State Games (Megabucks, Gimme 5, Fast Play, Pick 3, Pick 4). New Hampshire advertising dollars are spent on the New Hampshire games and Tri-State advertising dollars are spent on the Tri-State games.

The contract that will result from this RFP will be for 3 years, with the Lottery holding an option to exercise an additional two-year extension or up to 5 years total. Any contract awarded from this RFP is subject to Governor and Executive Council approval as well as funding approval through the State budget process.

The New Hampshire Lottery is requesting proposals for management of the New Hampshire Lottery advertising account. The advertising funding for the current Fiscal Year 2021 is \$4.4 million, which is comprised of \$2.6 million for New Hampshire products and \$1.8 million for the Tri-State products. In presenting such a proposal, it would include traditional and digital media buys.

Alternatively, you have the option of bidding on an additional separate scope of work for digital media advertising in support of our online sales platform, NH iLottery. That budget stands at \$400,000 (\$300,000 from the \$2.6 million New Hampshire budget and \$100,000 from the Tri-State budget of \$1.8 million). The digital media channels would include but not be limited to, support of e-Instants as well as the online purchase of Powerball, Mega Millions and Tri-State Gimme 5 via display, social media, native, search, video, and email marketing. During the course of the contract, additional games will be added to this sales platform.

The New Hampshire Lottery reserves the right to award one contract for all scope of work identified in this RFP, or award a separate iLottery digital media advertising contract.

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A. THE BIDDING PROCESS

The bidding process is divided into 4 sections:

Section 1: Deadlines and Questions

Section 2: How to Prepare and Submit a Proposal for this RFP

Section 3: Proposal Evaluation

Section 4: Contract Award

Section 1: Deadlines and Questions

This section identifies important deadlines for this RFP and where to direct questions regarding the RFP.

The following table provides a Schedule of Events for this RFP through contract finalization and approval. Lottery reserves the right to amend this Schedule at its sole discretion and at any time through a published Addendum.

EVENT	DATE	LOCAL TIME
RFP Posting and Availability	November 19, 2021	
Proposer Inquiry Deadline	December 15, 2021	4:00 PM
All Questions Answered by	December 22, 2021	4:00 PM
Deadline for Submitting Proposals	January 21, 2022	4:00 PM
Presentations	TBD	
Anticipated Announcement of Apparent Successful bidder(s)	February 28, 2022	
Negotiate Contract(s)	March 7 to March 11, 2022	
Presentation to NH Governor and Council for approval	March 2022	
Contract Work Begins	July 1, 2022	

Questions regarding this RFP must be directed to the following:

Maura McCann, Director of Marketing

Maura.A.Mccann@lottery.nh.gov

Tel: 603-271-7111

New Hampshire Lottery

14 Integra Drive

Concord, NH 03301

When emailing questions or concerns regarding this RFP, please copy the following:

John Conforti, Chief Compliance Officer

John.J.Conforti@lottery.nh.gov

Section 2 – How to prepare and submit a proposal for this RFP

This section identifies how to prepare and submit a proposal to the Lottery for this RFP. By responding to and submitting a bid, bidder acknowledges having read and understood the entire RFP and accepts all information contained within this RFP.

2.1 Bidder Communications and Questions. During the RFP process, all bidder communications regarding this RFP must be directed to the Lottery points of contact identified in Section 1. Proposers should rely on this RFP and written amendments to the RFP issued by the Lottery.

- Proposers are to make all inquiries regarding the RFP according to the RFP schedule deadlines in section 1. Inquiries received later than the conclusion of the Proposer Inquiry Deadline shall not be considered properly submitted and may not be considered. Lottery intends to issue official responses to all inquiries on or before the date specified in the Schedule section, herein; however, this date is subject to change at the Lottery's discretion. The Lottery may consolidate and/or paraphrase questions for efficiency and clarity. The Lottery may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the Lottery. Official responses by the Agency will be made only in writing by the process described above.
- If changes to this RFP are issued, those changes will be posted under Lottery News on nhlottery.com as well as the Division of Purchase and Property website posting. It is the responsibility of Proposers to monitor those locations for any updates and changes.
- From the date of release of this RFP until an award is made and announced regarding the selection of a Proposer, all communication with personnel employed by or under contract with the Lottery regarding this RFP is forbidden unless first approved by the RFP Points of Contact listed in the Proposal Inquiries section, herein. Lottery employees have been directed not to hold conferences and/or discussions concerning this RFP with any potential contractor during the selection process, unless otherwise authorized by the RFP Points of Contact. Proposers may be disqualified for violating this restriction on communications.

2.2 Pre-Bid Conference. The Lottery will **not** hold a pre-bid conference.

2.3 Pricing Proposal. Prices must include all cost components needed for the delivery of the goods and/or services as described in this RFP. See [Exhibit C – Pricing Proposal](#).

- Pricing of this RFP will be provided in the form of a retainer fee as percentage of budget that will be paid on a monthly basis. The successful bidder will provide a range of services or deliverables in exchange for this set fee. The fee will serve the Lottery's overall marketing efforts. The services that are expected to be included in the retailer fee are listed in **Exhibit C – Pricing Proposal**. The Lottery may, at its sole option, seek pricing on individual projects not identified in this scope of work.
- Proposers must submit a proposal for the core advertising services and a separate proposal for iLottery digital media advertising if they wish to be considered for award of both scopes of work.

Price Proposals must be sealed separately and conspicuously labeled as the price proposal.

2.4 Proposal Submittal Checklist – Required Proposal Submittals. This section identifies the proposal submittals that must be provided for the Lottery to constitute it as a responsive proposal. The checklist provided below includes all of the documentation that must be submitted to be considered a complete proposal. Proposals that do not include the submittals identified below may be rejected as non-responsive. In addition, a proposer’s failure to complete any submittal as instructed may result in the proposal being rejected. Proposers must identify each page of the submittals and any supplemental materials with proposer’s name and the following naming convention.

- Exhibit B – Bidder Profile - This document is required information for contract administration purposes and to be considered responsive to this RFP.
- Exhibit C – Pricing Proposal
- Responses to the Administrative Proposal and Case Studies as set forth in Sections D and E (page 32).

2.5 Proposal Format. Proposals must be complete, legible and as applicable, signed. Unless otherwise specified in writing by Lottery, documents must be prepared in MS Word, MS Excel, or Adobe PDF and on plain white paper. The proposal must be signed (original, electronic, or scanned) by a person authorized to contract for the bidder.

2.6 Submitting Proposals. Your proposal must be delivered as follows:

Proposers are required to submit four (4) paper copies of their proposal, one full digital copy and one digital copy of the Proposal with all Confidential Information fully redacted. One paper copy must have original signatures and the others can have photocopied signatures. **The proposal, whether mailed or hand-delivered, must arrive at Lottery’s headquarters no later than the date and time designated as the deadline for submission in this RFP.**

The proposal must be labeled and addressed as follows:

New Hampshire Lottery Commission
Marketing and Advertising Services
RFP 2021-03

New Hampshire Lottery
14 Integra Drive
Concord, NH 03301
Attention: Maura McCann

Unless waived as a non-material deviation in accordance with the provisions of this RFP, late submissions will not be accepted and will be returned to the proposer unopened. Delivery of the Proposals shall be at the Proposer’s expense. The time of receipt shall be considered when a Proposal has been officially documented by the Lottery, in accordance with its established policies, as having been received at the location designated above. The Lottery accepts no responsibility for mislabeled mail or mail that is not delivered or is undeliverable for whatever reason. Any damage that may occur due to shipping shall be the Proposer’s responsibility.

Section 3 – Proposal Evaluation

This section identifies how Lottery will evaluate RFP proposals.

3.1. Overview. Lottery will evaluate RFP proposals.

- Lottery reserves the right to: (1) Waive any informality; (2) Reject any or all proposals, or portions thereof; (3) Accept any portion of the items proposed unless the bidder stipulates all or nothing in their proposal; (4) Cancel an RFP and re-solicit proposals; and/or (5) Negotiate with the highest scored responsive and responsible bidder to determine if that proposal can be improved.
- Lottery will use the following process and evaluation criteria for an award of a contract:
 - Step 1: Responsiveness
 - Step 2: Initial Evaluation
 - Step 3: Presentation
 - Step 4: Pricing
- Points will be awarded using the following scoring method:

EVALUATION CRITERIA	ASSIGNED POINTS
Initial Evaluation	
a. Responsibility Analysis	10
b. Administrative Proposal	50
c. Case Studies	40
1. Case Study – Digital (optional)	20
Presentation (for Invited Proposers)	50
Price Proposal –	
Core Scope of Work	50
Digital Media Scope of Work- Optional	50
Total Possible Points	
Core Scope of Work	200
Digital Media Scope of Work	220

3.2 Responsiveness (Step 1). Lottery will review proposals on a pass/fail basis to determine whether the proposal is “responsive” to this RFP. This means that Lottery will review each proposal to determine whether the proposal is complete and meets the requirements of the RFP. Lottery reserves the right, in its sole discretion, to determine whether a proposal is responsive. Proposers whose proposals are determined to be non-responsive will be rejected and will be notified of the reasons for this rejection.

3.3 Initial Evaluation (Step 2). Lottery’s evaluation team will evaluate and score each responsive proposal based on the evaluation criteria provided below.

3.4 Responsibility Analysis. Lottery will make reasonable inquiry to determine the proposer's responsibility. Lottery will determine bidder responsibility on a points basis as detailed above. In determining whether the bidder is a responsible bidder, Lottery will consider the information provided in Exhibit B – Bidder Profile and the Responses to Bidder Experience and Expertise in the Administrative Proposal:

- The character, integrity, reputation, judgement, experience, and financial capacity of the bidder;
- The quality of performance of previous contracts or services;
- Such other information as may be secured having a bearing on the decision to award the contract.

Lottery may request additional information including financial statements, credit ratings, record of past performance, satisfaction with the service/product, knowledge of products/services/industry, and timeliness. Lottery reserves the right to be its own reference.

3.5 Administrative Proposal. The Lottery will assess the proposer's general qualifications and experience as a contractor successfully providing services in connection with the Lottery's [Scope of Work](#) and will also determine whether the bidder has a proven track record for delivery of quality services, and the potential to consistently deliver such services, over the life of the contract. The Lottery will assess the effectiveness of the proposal leadership and staff, the staffing plan, in the context of the requirements related to providing services on the scale represented in this RFP, and the relevant qualitative and quantitative experience of proposed key personnel and subject matter experts who will be responsible for the proposer's delivery of services for the contract.

3.6 Case Studies. The Lottery will review the Case Study provided as it will assist in persuading the Lottery that the proposer has the right experience in marketing a consumer product. The Case Study will provide the opportunity to examine promotion, design, and branding of that product to be able to further evaluate the proposer's strengths; whether the proposer understands the essential channels to reach those goals; whether the proposer is aligned with Lottery's objectives, is able to generate tangible results; and/or overcome problems to attain those results.

3.6. B Digital Case Study. (Optional). The digital media buy Case Study will assist the Lottery in understanding if the proposer has the experience to advertise and promote a consumer brand using a number of platforms and digital channels. The expectation is that the case study will show that a similarity in media spend will in turn provide a stream of new buyers, increase the sales from the existing buyer base and to improve the quality of the traffic to purchase a product. The Lottery will be looking for the ability of the proposer to assess how the advertising chosen is performing on the various platforms and the various media channels and from that assessment, changes can be made to improve numbers.

3.7 Presentation (Step 3). The Lottery intends to select up to 5 proposers to provide an in-person presentation for the evaluation team. The Lottery reserves the right to select fewer than five proposers if deemed appropriate based on the scoring of the initial evaluation. Proposers selected by Lottery to provide an oral presentation will be provided an agenda detailing what they are expected to present. The presentation agenda will be sent with notification that the bidder has been identified as moving to the presentation step. Presentations will be held at New Hampshire Lottery in Concord, New Hampshire.

Each bidder will be allowed two hours for their presentation, followed by up to one hour of questions and answers.

The purpose of oral interviews is to clarify and expound upon information provided in the written Proposals. Proposers are prohibited from altering the basic substance of their Proposals during the oral interviews and product demonstrations. Scoring of the oral interviews will be based upon the ability of the bidder to connect with the New Hampshire Lottery, the introduction of key personnel who will work on the account to the Lottery, to listen to those present tell us about their qualifications, their understanding of the mission of the agency and overall, how their experience and knowledge of being part of the team assigned to the account will assist us in reaching our annual goals. The Lottery in turn, during the Oral Interviews, will be able to ask questions of those present which will further the Lottery's understanding of how well the bidder understands the needs of the Lottery and how the agency functions. The basis of the scoring by the Lottery will be assessing the proposer's ability to answer questions, the articulate those answers satisfactorily. Most importantly, your team will be part of our Team.

3.8 Price Proposal (Step 4). Following the scoring of presentations, the evaluation team will open the sealed price proposals and award points based on the following formula:

$$\text{Proposer's Score} = \text{Proposers Score} / \text{Lowest Responsive Score} * 50 \text{ points}$$

The Lottery will complete separate scoring for:

- The proposer's submission for the core scope of work.
- The proposer's submission to provide digital media buying.

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Section 4 – Contract Award

This section identifies how Lottery will award the contract. The initial term of this contract resulting from this RFP shall begin on July 1, 2022 and continue for a period of three (3) years. The contract may be renewed, at the option of the Lottery, for two (2) additional years upon the terms and conditions mutually agreeable to the parties for a total contract period not to exceed five (5) years.

4.1 Announcement of Apparent Successful Bidder (ASB). Lottery will determine the ASB. The ASB will be the responsive and responsible bidder whose proposal, based on the evaluation scoring Lottery, best meets the requirements of this RFP and presents the best total value to the Lottery. As noted in this document, the Lottery reserves the right to identify a separate ASB for the digital medial scope of work.

4.2 Contract Negotiations. The Lottery will negotiate with the ASB to finalize contract terms and to determine if the proposal may be improved. If, after a reasonable period of time, Lottery, in its judgement, cannot reach agreement on acceptable contract terms with the ASB, Lottery may suspend negotiations and undertake negotiations with the next bidder as determined by the evaluations.

4.3 Contract Execution. The Lottery will require the successful Proposer to execute a Firm Fixed Price/Not to Exceed Contract using the Standard Terms and Conditions of the State of New Hampshire which is attached as Exhibit D.

The Lottery may consider modifications of this form during negotiations. To the extent that a Proposer believes that exceptions to the standard form contract will be necessary for the Proposer to enter into the Agreement, the Proposer should note those issues during the Proposer Inquiry Period. The Lottery will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion. If the Lottery accepts a Proposer's exception the Lottery will, at the conclusion of the inquiry period, provide notice to all potential proposers of the exceptions which have been accepted and indicate that exception is available to all potential proposers. Any exceptions to the standard form contract that are not raised during the proposer inquiry period are waived. In no event is a Proposer to submit its own standard contract terms and conditions as a replacement for the State's terms in response to this solicitation.

The contract will be submitted to the Governor and Executive Council for approval for the Lottery to finalize and enter into a contract with the ASB(s). All State Departments and Agencies must seek approval of both receipt and expenditures of state and federal funds, budgetary transfers within the department and all personal service contracts with a value of \$10,000 and all contracts with a value of \$10,000.

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Section 5 – Terms and Conditions Related to the RFP Process

5.1 RFP Addendum. The Lottery reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an addendum/addenda to this RFP, the Lottery, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

5.2 Non-Collusion. The Proposer’s signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and Work quoted have been established without collusion with other Proposers and without effort to preclude the Lottery from obtaining the best possible competitive Proposal.

5.3 Property of the Agency. All material received in response to this RFP shall become the property of the State and will not be returned to the Proposer. Upon Contract award, the State reserves the right to use any information presented in any Proposal.

5.4 Confidentiality of a Proposal. Unless necessary for the approval of a Contract, the substance of a Proposal must remain confidential until the Effective Date of any Contract resulting from this RFP. A Proposer’s disclosure or distribution of Proposals other than to the Lottery will be grounds for disqualification.

5.5 Public Disclosure. Pursuant to RSA 21-G:37, all responses to this RFP shall be considered confidential until the award of a Contract. At the time of receipt of Proposals, the Lottery will post the number of responses received with no further information. No later than five (5) business days prior to submission of a Contract to the Governor and Executive Council pursuant to this RFP, the Lottery will post the name and rank or score of each Proposer. In the event that the Contract does not require Governor and Executive Council approval, the Lottery shall disclose the rank or score of the Proposals at least 5 business days before final approval of the Contract.

The content of each Proposer’s Proposal shall become public information upon the award of any resulting Contract. Any information submitted as part of a response to this Request for Proposal (RFP) may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any Contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (<http://www.nh.gov/transparentnh/>). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.

If you believe any information being submitted in response to this Request for Proposal, Bid or Information should be kept confidential as financial or proprietary information; you must specifically identify that information in a letter to the Lottery, and must mark/stamp each page of the materials that you claim must be exempt from disclosure as “CONFIDENTIAL”. A designation by the Proposer of information it believes exempt does not have the effect of making such information exempt. The Lottery will determine the information it believes is properly exempted from disclosure.

Marking of the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision of this RFP to the contrary, Proposer pricing will be subject to disclosure upon approval of the Contract. The Lottery will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential.

If a request is made to the Lottery to view portions of a Proposal that the Proposer has properly and clearly marked confidential, the Lottery will notify the Proposer of the request and of the date the Lottery plans to release the records. By submitting a Proposal, Proposers agree that unless the Proposer obtains a court order, at its sole expense, enjoining the release of the requested information, the Lottery may release the requested information on the date specified in the Lottery's notice without any liability to the Proposers.

5.6 Non-Commitment. Notwithstanding any other provision of this RFP, this RFP does not commit the Agency to award a Contract. The Agency reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.

5.7 Proposal Preparation Cost. By submitting a Proposal, a Proposer agrees that in no event shall the Agency be either responsible for or held liable for any costs incurred by a Proposer in the preparation of or in connection with the Proposal, or for Work performed prior to the Effective Date of a resulting Contract.

5.8 Ethical Requirements. From the time this RFP is published until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any bidder that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any bidder who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFP, or similar request for submission and every such bidder shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency. A bidder that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the department of administrative services, which shall note that information on the list maintained on the State's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

5.9 Challenges on Form or Process of the RFP. Any challenges regarding the validity or legality of the form and procedures of this RFP, including but not limited to the evaluation and scoring of Proposals, shall be brought to the attention of the Lottery at least ten(10) business days prior to the Proposal Submission Deadline. By submitting a Proposal, the Proposer is deemed to have waived any challenges to the form or procedures set forth in this RFP.

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B. 1. SCOPE OF WORK – New Hampshire Lottery Contract

The Lottery seeks a marketing and advertising partner, to collaborate with and develop plans that increase brand awareness and the contribution to our beneficiary, education (kindergarten through grade 12), promote our products, and increase sales. An ideal partner will also help increase engagement, likability, and reach, as well as understand the Lottery's strategic goals and to help achieve these goals.

Plans mentioned within this scope of work include:

- Marketing Plan – a comprehensive document that outlines the advertising and marketing efforts for the coming year. It incorporates business activities involved in accomplishing specific marketing objectives within a designated time frame.
- Advertising Plan – outlines the creative and media tactics, budget, schedule and other elements based upon the agency and marketing strategic plans.
- Communications Plan – a comprehensive plan to increase brand awareness, trust and likeability, to help our business achieve optimum results in the media.
- Media Plan – the process by which marketers determine where, when and how often they will run an advertisement in order to maximize engagement and ROI. An effective media plan will result in a set of advertising opportunities that target a specific audience and fit in with the Lottery's marketing budget.
- Strategic Plan – an organization's process of defining its strategy, or direction, and making decisions on allocating its resources to pursue this strategy. It may also extend to control mechanisms for guiding the implementation of the strategy.

All Marketing, Advertising, Communication and Media plans must incorporate pre-identified metrics that define performance of the successful bidder.

Proposers participating in this RFP will be evaluated on proven and demonstrated creativity, resourcefulness, and capacity to help the Lottery meet or exceed future sales goals, beneficiary contribution, and Lottery initiatives. The purpose of this procurement is to identify and select the bidder Lottery believes in the best advertising and marketing solutions partner.

The successful bidder shall provide services including, but not limited to, the following:

- Strategic advertising and promotional planning;
- 3-year strategic, advertising/marketing plan;
- Print, broadcast, and promotional creative planning, execution, and production;
- Print, broadcast and digital media planning and buying;
- Public Relations expertise and assistance with key communication issues;
- Assisting in the development of Marketing plan;
- Developing an advertising plan to support Lottery initiatives;
- Budget control and shared responsibility for cost control;
- Researching brand tracking and awareness, and advertising effectiveness
- Developing presentations regarding marketing initiatives for the Lottery Commission Meetings, product meetings and industry conferences.
- Assisting with retailer and community events.
- Development of a digital strategy to support the Marketing and Advertising Plans;

- Developing, managing, and executing a social strategy to promote community engagement across social channels to build engagement, and monitoring and analyzing conversations through all social networks;
- Managing and executing promotional services;
- Providing analysis, advice, and support for key Lottery initiatives to include, but not limited to:
 - Lottery App
 - Winning/Winner Awareness
 - Asset collaboration
 - Responsible Gambling

The successful bidder will be expected to perform all functions normally required of a full service-advertising agency. Agencies that do not offer all of these services are invited to join together with providers that offer a service.

- Media Services
- Public Relations: Product Support, Corporate Communications
- Promotional Events Services
- Research
- Web Services Management
- Retail Marketing Programs
- Social Channel Management

In addition to the broad functions listed above, the successful bidder will manage the account within specific guidelines. The following areas of critical concern will be described in detail in this RFP:

- Adequate Staffing Levels and Seniority;
- Advertising Plan Development;
- Public Relations; Comprehensive Communications Support;
- Communications Plan Development;
- Budget Development;
- Timely and Efficient Accounting and Billing; and
- Adherence to Bidding Processes.

Accounting. The successful bidder must provide experienced accounting staff support to implement timely and accurate reports and billing to meet Lottery specifications.

The successful bidder must develop an annual budget for:

- Advertising Expenditures.
- Public Relations/Communications (fees and hard costs).
- Web Management (fees and hard costs) and
- Other services required by the resulting contract.

The level of anticipated annual spending will be determined by the Lottery. Lottery will expect the successful bidder to develop a cost-efficient plan that is responsive to Lottery's marketing, public relations/communications, and web management needs. The successful bidder must recommend ways to generate cost savings wherever possible, and provide quantitative and qualitative measurements that illustrate the Return on Investment for each.

The initial budget will be reviewed monthly and must be revised as required by the Lottery. Subsequent budgets must be incorporated in the Advertising Plan and are subject to Lottery approval. The successful bidder shall not make any commitments on behalf of Lottery without Lottery's prior written approval.

Monthly, the successful bidder must provide the Lottery with a summary of all approved expenditures to date for the current fiscal year which runs July 1 through June 30. The summary must indicate the current amount billed to Lottery during the fiscal year, the amount billed that has not yet been paid, and amounts committed that have not been billed.

The successful bidder must implement a system to ensure all media is run or published according to any contracts or placement instructions. Affidavits, tear sheets or other documentation must be provided.

Cost Savings. The successful bidder must make Lottery aware of any cost savings that might be achieved by the expedited payment of media or other invoices.

Estimates Required. The successful bidder must prepare an estimate for any expenditure and obtain the Lottery's written approval before making any commitment on Lottery's behalf. Lottery will **not** be responsible for any expenditure for which prior written approval was not obtained.

All estimates must be segregated by fiscal year and by budget category, as defined by Lottery (Media, Production, Brand, Public Relations, Web Services, Research, Sports Partnerships, etc.). Estimates must include a product start date and target completion date. Media estimates must include flight dates.

Lottery will not be responsible for expenditures exceeding the estimate. The successful bidder may submit revised estimates for consideration if it appears that the costs of a particular estimate will exceed the originally approved amount.

All costs relating to research, public relations, or other special project work must be completely detailed in any estimate submitted for approval. The approval of any such estimate will be contingent upon the subsequent submission and approval of required documentation. All estimates must be numbered. The successful bidder must maintain a list of all approved estimates, including the amount and description of the expenditure, and provide Lottery with an updated list of all such estimates monthly. The estimated numbers shall appear on the invoice. No payment will be made without a signed estimate.

Invoices. The successful bidder must submit invoices to Lottery on a timely basis upon completion of services approved in a specific estimate. Invoices should include necessary backup documentation to substantiate charges. In general, jobs will be closed 60 days after the date that the approved estimate was signed by the Lottery, with the exception of media buys made on a quarterly or annual basis.

Advance Payments. Payment will be made only after the completion of services of goods authorized in an approved invoice.

Ownership of Work. The State shall own all right, title and interest in and to any software, documentation, products, Point of Sale materials, advertising for television, radio, print, internet or other media, or deliverables which result from services rendered by Vendor to the State under this Contract.

Advertising. The successful bidder will:

- Develop and produce advertising campaigns based on the approved Advertising and Communications Plans, Lottery initiatives, and key products;
- Develop material or campaigns to support any new promotions; products; or initiatives, including responsible gambling initiatives, that Lottery proposes to bring to the market place; and

Advertising Development

Alternative Solutions. The successful bidder must offer alternative campaigns, rather than only one creative solution to a particular game or promotion. At least three versions of TV storyboards, radio scripts, digital ads and all other creative products must be offered when the successful bidder makes a creative presentation to Lottery, unless otherwise approved by the Lottery.

Approval. The successful bidder will be expected to obtain written approval from Lottery before producing any advertising or related material. When producing any creative work, the successful bidder must not vary from approved scripts, storyboards, or print layouts without the Lottery's approval. Failure to adhere to approved scripts, storyboards or layouts may void Lottery's approval of the estimate for the project. The successful bidder will be liable for all costs if advertisements or collateral materials are executed in a manner not consistent with the Lottery's written approval.

Artwork Changes. The successful bidder shall charge Lottery one time only for artwork that is used in multiple forms. Artwork required for any print advertisements must be billed as a one-time item on a separate invoice. Any duplication of charges for artwork will be rejected. All original artwork becomes the property of Lottery and will be delivered to Lottery upon request.

Creative Services. Following creative bid approval by the Lottery, the successful bidder will be responsible for the execution, creation, and production of Lottery advertising materials, including but not limited to print, digital, broadcast advertisements, out of home advertising, social, point-of-sale (POS) items, and other materials that may be required by Lottery. The successful bidder must develop multi-media campaigns in support of the brand, games, promotions, and initiatives identified by the Lottery. The successful bidder may also be required to assist the Lottery in developing game names, game logos or art for other uses.

Production. The successful bidder will submit for Lottery approval all production estimates. Estimates must clearly indicate any subcontractors or other parties who will be involved in the production work and where those parties are located. Any production work to be conducted at a location outside of New Hampshire must be specified, and the successful bidder must demonstrate to the Lottery's satisfaction that locations, facilities and/or resources within the state were not adequate for the production work required. The successful bidder should always work towards having production work done in-state.

Routine Meetings. There will be routine meetings held between Lottery and the successful bidder. These meetings will include discussion regarding schedules and planning, as well as discussion regarding concept approvals, pre-production of advertisements, and POS or other agency produced materials. Routine meetings be held to discuss business analytics, interpretation and meaning of the data for more informed decision-making, greater revenue return and improve operational efficiency. Additional meetings may be held with certain Lottery personnel on an as-needed basis.

Timelines. The successful bidder must provide Lottery with a timely response to its advertising and public relations/communications needs within agreed upon timelines. Additional expenditures due to missed timelines by the successful bidder will be the sole responsibility of the successful bidder, unless approved in writing prior by Lottery.

Media Plan and Strategic Plan Development. The successful bidder will be required to develop an annual media plan by August of the following fiscal year that is consistent with and furthers Lottery's Marketing Plan. A fiscal year begins on July 1 and ends on June 30. The Media Plan must support Lottery brand, games, promotions, and initiatives. The successful bidder, along with Lottery vendors, may have input into the development of the Marketing Plan. The Media Plan must be submitted to Lottery for approval. The plan will be reviewed monthly and may be revised as required by changes in the Marketing Plan, economic factors, other market conditions, or as desired by the Lottery. The successful bidder must submit a new Media Plan of each new yearly Marketing Plan adopted by the Lottery.

The Advertising Plan must detail all campaigns planned during each fiscal year, including budget estimates. Lottery recognizes that all plans are subject to change based upon current market realities. The Advertising Plan must also provide a breakdown of the proposed spending by media type and proposed production costs.

Advertising Sensitivity. The Lottery is an agency of the state of New Hampshire. As such, all advertising campaigns must be in good taste and must not make unsubstantiated promises.

Lottery advertisements or promotions must not be of a nature that unduly influences any person to purchase a lottery ticket or number of tickets. Specifically:

- There must be sensitivity that some people may be inclined to spend more money than they should when gambling.
- Advertising must not encourage people to play excessively, and must adhere to providing the odds of winning and any disclaimers where appropriate.
- Responsible Gambling should be considered in all modes of communication where appropriate.

The successful bidder must adhere to Lottery's adopted advertising guidelines when developing any marketing program for the New Hampshire Lottery.

Collateral Material and Signage

Collateral Materials. The successful bidder will be responsible for the creative design and project dependent, may be responsible for production of some pieces, in support of the Lottery's advertising efforts and will be approved by the Lottery. This requirement includes, but is not limited to, such items such as posters, displays, and other POS items intended for temporary use. The successful bidder may be required to produce retailer newsletters or other printed items. Lottery owns all original artwork, layout, design, and final product and can use as needed.

Printers. The majority of print jobs will be awarded through the Department of Graphic Services bid process. The successful bidder must provide print specifications for such jobs and provide artwork. The successful bidder may be expected to review proof(s) provided by printer and work further with the printer to achieve the final piece. For print jobs that do not go through the Department of Graphic Services, the successful bidder must present to Lottery, an estimate for print jobs for the Lottery's review and approval. The successful bidder will be expected to review and approve the proof as well as direct the printer to provide the final pieces to Lottery.

Signage. The successful bidder may be required to design and product interior and exterior signage, which identifies retail locations as Lottery Retailers.

Trade Show Attendance/Special Events/Meetings. The successful bidder must be familiar with all aspects of the Lottery that can affect the successful proposer's ability to effectively service the Lottery account. The successful bidder will be expected to attend various trade shows, special events and meetings at the successful proposer's expense. All travel related expenses as well as registration fees are the responsibility of the successful bidder. In addition, the successful proposer's staff shall attend Lottery Commission Meetings, held monthly as well as the Tri-State Lotto Commission Meetings held up to six times a year, in order to better understand the goals and needs to the Lottery.

Co-Promotions. The successful bidder may also be required to solicit and encourage joint advertising and promotional opportunities with other New Hampshire entities. Such ventures shall not be exclusive, unless a general solicitation has been made to all co-promoters offering comparable goods, services, or opportunities. The successful bidder must indicate the potential benefits to the Lottery from any co-promotion recommended.

Media Planning and Buying. The successful bidder must develop specific media plans for each campaign that are cost-efficient and effective in providing Lottery with the desired reach and frequency for all Lottery products. All applicable media rebates, discounts and/or AVBs must be passed back to Lottery. Such payments will be included on media invoices.

Bonus Commercials. The successful bidder must attempt to negotiate free bonus spots or additional promotional support from all radio and TV stations included in a Lottery buy. Any bonus spots or additional promotional support provided by participating stations must be identified in the summary of any media buy, and the value of the bonus spots or additional promotional support must be calculated as an added value to the Lottery. For any spots not run on either medium, the successful bidder must attempt to negotiate make-good spots.

Negotiation and Placement. The successful bidder will be responsible for the negotiation, purchase and instructions for the placement of all media time and space. The successful bidder will not commit the Lottery to any such purchase without obtaining the Lottery's written approval. In negotiating media purchases, the successful bidder shall make the Lottery aware of any savings that might be achieved through long-term commitments or other special programs. Any such commitments must be approved by the Lottery and any savings achieved must be passed on to the Lottery.

Placement Verification. The successful bidder must notify the Lottery before approving any "make goods" for ads that did not run as scheduled. All such materials shall be maintained by the successful and must be available for inspection by authorized Lottery representatives. Affidavits and tear sheets must accompany any final billings.

Post-Buy Analysis. The successful bidder will be required to provide the Lottery with post-buy analyses indicating the reach and frequency goals of each buy were achieved within budget. In addition, the post-buy analyses must be provided for media buys that use new rating information for the buy period, when available.

Spending Analysis. No more than 30 days after completion of each media campaign, successful bidder must provide Lottery an analysis of the media campaigns initial goals and metrics met, and a description of any issues with Proposers and resolutions if any. Each analysis must include a recommendation regarding proposed changes in media purchasing for future campaigns.

Media Services. The successful bidder shall be responsible for developing and updating an annual or campaign Media Plan, for negotiating and placing Lottery materials effectively and efficiently, and for verifying actual placement as required by Lottery. More specifically:

- If requested by Lottery, the successful bidder shall develop a plan that maximizes results, achieves specific objectives, and supports creative and other strategic direction to provide measurable results. The plan could include such elements as an identification of when and what type of media should be written and placed, time schedules for identifying and analyzing demographic market and delivering media coverage, and a means to determine the effectiveness of the media campaign.
- The successful bidder shall be responsible for the negotiation, purchase, instruction and delivery of materials for the placement of media time and space.
- In negotiating media purchases, the successful bidder shall make Lottery aware of any savings that might be achieved through long-term commitments or other special programs. Any such commitments shall be approved by Lottery and any savings shall be passed on to lottery.
- When Lottery is contacted by a company offering media or promotional opportunities for Lottery, Lottery will direct the inquiring party to provide the information to the successful bidder. For all opportunities recommended by the successful bidder, a written evaluation shall be provided to Lottery in context with Lottery objectives and strategies.
- The successful bidder shall have a process in place to reply to each inquiring media party. This will be available for review by Lottery upon request.
- The successful bidder shall implement a system to ensure that all media was run or published according to any contracts or placement instructions.
- The successful bidder shall notify Lottery before approving any make goods for any ads that did not run as scheduled. All such materials shall be maintained by the successful bidder and shall be available for inspection by Lottery or authorized Lottery representatives.
- The successful bidder shall submit to Lottery any invoices for paid media advertising or campaigns in a timely manner. Affidavits and tear sheets must accompany final billings.
- Lottery may at any time cancel, at no cost, any space or time previously authorized for publication or broadcast provided the publisher or other owner or said space or time will accept such cancellation without financial penalty. Lottery may also cancel any space or other time previously authorized for which there is a cancellation penalty, but such penalty will be paid by Lottery.
- The successful bidder shall present alternative outreach options to Lottery such as but not limited to: movie theatres, billboards, vehicle wraps and more.

Web Management. The successful bidder will be responsible for working with previous contractor to transfer all software, functionality and design of the Lottery's existing website, mobile application interface, and backend processing in its current technology. The transfer will include all data analytics and the servers that host this information. The successful bidder must agree to pay the existing contractor for any time required beyond the transition period to produce a fully functioning and error-free website. During the transition period, the current website will run in parallel to the new website until the new site meets accuracy and reliability standards. The successful bidder must be thoroughly familiar with our website content and be able to provider services including, but not limited to hosting, maintaining, troubleshooting, updating and development of new features.

Data Feed. Ability to dynamically import multiple Lottery XML files into existing website database for display on the Lottery website and the mobile app.

Winning Numbers/Jackpot Amounts (automated process).

- Display winning numbers on the homepage along with top/jackpot prize amounts and where won
- Ability to Check Your Tickets

Third Party Vendors. Maintain communication and integration with third party application vendors for Sports Betting, NH iLottery and the mobile app

Where to Play.

- Ability to search by City and Zip Code, files sent monthly
- Ability to filter search by traditional, KENO 603 retailers other retailers as applicable, files sent weekly

Winners Gallery.

- List of winners posted monthly by draw, instant and iLottery
- Photos of winners provided by the lottery along with accompanying copy to post

Ad Rotator.

- Feature homepage image rotation to display promotional graphics
- Administrator must have the ability to schedule addition of images, setting start and end dates

High Jackpot and other Image Takeovers.

- Based upon specific direction, artwork, images need to dynamically post to the homepage with a product schedule
- Jackpot alert needs to post within a designated period with the amount to be provided and may need updating

New Game Development/Old Game Removal.

- Add, update and delete images, pages, and information to coordinate with product schedule
- Stay consistent with look and information available with other games
- Add/remove games to Check your Ticket accordingly

Game Information.

- Display how to play, display game matrix, how to play, FAQ and more where appropriate
- Dynamically display scratch ticket games by price point, linked to a game page for each game, remaining top prizes, scratch ticket game schedule and more
- Dynamically display e-Instant games, progressive jackpot games all linked to the 3rd party vendors
- Dynamically display Tri-State Fast Play games and the Fast Play progressive games with their corresponding jackpot amount.

Beneficiary Support.

- Display contribution copy and links to financial reports
- Display and provide PDF of historical revenue since 1964, annual CAFR documents and other such requests

New Features. The successful bidder will be able to design, develop and implement new features as the Lottery requests. The successful bidder is expected to present possible enhancements for the Lottery to consider. For example, and not limited to: winners ticker, further customization of the iLottery/e-Instant games, etc.

Hosting.

- The successful bidder is responsible for purchasing or leasing all necessary equipment to provide the following services equal to or above existing levels. The web environment should include:
 - Mirrored environments (replication primary to backup) in two geographically diverse locations providing a fully functional backup site that mirrors the live site all backend processes and provide seamless failover.
 - Server with current, patched and supported Server Operating System no more than 36 months old running on Enterprise, Server Grade Hardware
 - The capability of serving an average of 25,000 visits a day, the ability to scale to 100,000 or more visits during high jackpot periods.
- The successful bidder is responsible for development, maintenance, administration, and performance tuning of all servers.
- The successful bidder is responsible for backing up the website content and backend databases. Daily backups are to be retained for at least 2 weeks and restoration tested at least once a month.
- The successful bidder is responsible for Domain Name Software (DNS) management including failover, load balancing, Domain name purchase, mail services, etc.
- The successful bidder will work with Lottery and State of New Hampshire IT staff when and if Lottery determines it best to assume ownership of website and DNS Hosting. In this case, the successful bidder would work on transitioning account ownership or migration to a Lottery owned account without impact to site availability. Site management would then remain the successful proposer's responsibility.

Security and Disaster Recovery.**Performance/Reliability.**

- The successful bidder is responsible for utilizing appropriate methods to minimize page load time as well as backend process performance.
- The successful bidder to maintain minimum Website/Server up time of 99% within 30 days.
- The successful bidder to maintain data/content accuracy minimum of 99% for a 30-day period.
- The successful proposer's system will send winning number emails, weekly e-newsletters and other promotional materials.
- The successful bidder will write, for Lottery approval, a disaster recovery plan.
- The successful bidder will provide a system that is sufficiently flexible to meet the Lottery's evolving requirements.
- The Lottery will conduct a series of acceptance tests, which the successful bidder is obliged to support. Lottery acceptance testing will be conducted at the Lottery Headquarters.
- The successful bidder shall immediately report any security procedural violation, violation of law (e.g., theft), or disappearance of any software or material used or to be used in the performance of this Contract.

Other Services. Proposers should describe in detail any other services proposed to be provided to Lottery that are not specifically addressed in this RFP. Proposers should also specify how those services will assist Lottery in achieving the best value and furthering its mission.

Promotional Items. The successful bidder may be responsible for the design, production, and delivery of merchandising items approved by Lottery (such as t-shirts, key chains, hats and a variety of other items that may be used as retailer or consumer premiums). The successful bidder will be expected to present a quote for review by Lottery and recommend to Lottery a cost effective program to make merchandising items available for promotions.

Public Relations. The successful bidder shall provide:

- Comprehensive public relations/communications consultation, advice, and recommendations
- Assistance in the development and execution of a communications plan
- Media relations counsel and response
- Media/presentation training
- Crisis communication planning and response
- Winner awareness programs
- Responsible gambling education and awareness initiatives
- Beneficiary communications
- Event and promotion support for product awareness
- Corporate and community outreach
- Assistance with Web services management as needed

The public relations component will include product support and corporate communications support.

Product (Marketing) Support.

- Consultation, advice, and recommendations for the Lottery.
- Preparation and implementation of a product promotions plan that parallels and complements the objectives of Lottery's marketing programs.
- Coordination with Lottery and successful bidder personnel to ensure a good public relations focus during promotions and marketing events.
- Provision of support for publicity, special events, and public relations for programs in the Advertising Plan and the Communications Plan.
- Evaluation, recommendations, and implementation support for partnerships and additional consumer promotions.
- Development of a corporate and community-based communication programs as described in the approved Advertising Plan and the Communications Plan.

Comprehensive Corporate Communications Support.

- Development of strategic communications and comprehensive stakeholder plans:
 - Short-term: 1 year/biennium
 - Long-term: 3-5 years
- Provision of consistent, on-going public relations and media relations counsel.
- Support Lottery leadership with internal and external communications planning and development.
- Support for media relations efforts, including the development of plans for online newsroom, editorial board calendars, key message development, opinion editorials, stories, articles, features, news conferences, and news release distribution.

- Provision of media training and speakers/presentation training for the Speaker’s Bureau development.
- Back-up media relations, response to Lottery staff for press releases, press events, crisis situations, jackpot notification to media, and related activities, and
- Senior staff member to review all external communications before it is delivered to Lottery to ensure the document is accurate in content, tone, punctuation, and grammar.
- Development of an overall Crisis Communication Plan.
- Development and/or implantation of an enhanced statewide Winner Awareness Plan.
- Assistance with the development and support of a comprehensive education and awareness program for responsible gambling initiatives, including securing support for the development of new responsible gambling television and radio public service announcements (PSAs).
- Development of a full community involvement/outreach program that enhances Lottery’s mission and creates a positive image of the lottery in New Hampshire Communities.
- Development of a beneficiary communications plan that includes enhancing partnerships with key education organizations and differentiates Lottery from other gaming/entertainment options by showing how Lottery supports New Hampshire (specifically public education). Review and assessment of the best methods to communicate where Lottery dollars go.
- Supporting events and promotions for corporate and community outreach programs.
- Assistance with Web services management as needed for development and content.

Public Service Announcements. Because Lottery is a state agency, the successful bidder may be required to develop informational materials to be provided to media outlets as public service announcements to run at no charge to the Lottery on an annual basis. The successful bidder must develop a plan to achieve media acceptance of these materials, propose low-cost production of these materials, and provide Lottery with periodic report on the reported usage of such materials.

Research. The successful bidder shall:

- Work with the Lottery to identify advertising and marketing issues and to assist in formulating strategies, as needed
- Conduct focus group testing of advertising concepts for major campaigns, brand positioning, product, or other marketing-related issues
- Conduct other formal market research for concepts, as required by Lottery
- Schedule meetings quarterly (or as needed) with Lottery staff to share consumer feedback obtained through Account Planning/Research fieldwork activity
- Lottery will own all research, materials, and databases generated on behalf of Lottery.

Retailer Visits. At the direction of Lottery, the successful bidder may be required to send personnel to visit Lottery retailers to review POS material and provide feedback on effectiveness or elicit retailer comments.

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Retail Marketing Support. The successful bidder shall:

- Develop and produce POS materials to complement advertising campaigns based on the approved Advertising Plan and the Marketing Plan.
- Assist Marketing and Sales staff to develop a comprehensive POS program, including a POS
- Assist Marketing staff to develop a comprehensive POS program, including developing a POS package for retailers.
- Assist in developing POS to use at events and other promotions as needed and directed by Lottery
- Coordinate and support the development of materials at Lottery's direction.
- Develop grand and promotion/game enhancement POS as described in the approved Advertising/Marketing Plan.
- Develop a comprehensive POS program, including new elements for increased exposure on Lottery vending machines and other hardware enhancements.
- Assist in integrating Corporate Account POS needs into the general POS program as directed by Lottery.
- Assist in the development of retailer information sheets or other communication vehicles.
- Develop promotions and programs that are focused on increasing Lottery traffic in retail and event locations.

Strategic Planning. The successful bidder shall:

- Develop strategic communications and comprehensive stakeholder plans:
- Short-term: 1 year/biennium
- Long-term: 3-5 years
- Provide ongoing strategic counsel for Lottery's core products and corporate brand by providing direction on Lottery initiatives, marketing, communication, strategic frameworks and development issues.
- Create an annual Advertising/Marketing Plan for Lottery's fiscal year advertising and promotion campaigns based on Lottery's marketing plans.
- Assist in situation analysis and development of overall goals, objectives, and strategies.
- Advise Lottery regarding advertising, marketing, communications, and sales opportunities via the Internet, social media, and mobile; oversee the website and other e-business advertising, marketing and sales development.
- Develop an Advertising/Marketing plan using minority and local community media.
- Provide weekly status report to Lottery-designated Marketing and Sales managers and a weekly conference call reporting on all actionable initiatives.
- Provide insight and counsel, as directed by Lottery, in further development of the user of technology (software and hardware), social media and mobile.
- Perform quarterly field market checks to provide Lottery with additional strategic feedback on products and programs.
- Perform monthly statewide media clip reports to monitor issues/opportunities relevant to Lottery.
- Perform quarterly media impression reports to track paid/earned media.

Staffing. Lottery requests that the requisite projects and assignments are completed in a timely, efficient, and creative manner, and that all essential services are fulfilled. The successful bidder will provide a high level of service through a team that has the necessary experience and skills to get the job done. The successful bidder will be expected to staff the Lottery account through appointment of qualified individuals for the management of the Lottery accounts.

Proposers are to include, at a minimum, resumes for the following positions which are considered to be the core team that will be overseeing the New Hampshire Lottery Account. If additional positions will be part of the account team, please include those as well as their title and what they will do as part of the team. **Proposers must provide a proposed staffing plan that would best meet the needs of this RFP.**

Executive Sponsor

- Minimum of ten years' experience
- Experience managing and directing major advertising accounts
- Senior level position; preferably a principal who reports to or is the CEO or President of the successful bidder

Senior Account Executive

- Minimum of 2-3 years' of managing a major advertising account(s) or a minimum five years' of advertising account experience.

Account Coordinator

- Minimum two years' of advertising account experience.

Creative Director

- Minimum ten years' experience
- The Lottery requires at least one creative professional as a designated team member. This person should be a senior level professional who reports directly to the chief creative professional.

Media Director

- Minimum of ten years' experience managing and supervising a team in day-to-day media management while also leading the process of strategic media planning/execution and be results driven. This position should have experience in all relevant media channels, outlets and be able to, by using analytics, be able to optimize media strategies to maximize audience reach.

Social Community Strategist

- Minimum of two years' of cross channel execution planning
- Proficient in strategic deliverables including:
 - Scope of work
 - Social listening
 - Content planning and
 - Key Performance Indicators
 - Develop relevant content topics to reach the target customers

Public Relations Account Director

- Minimum of five years' experience
- Experience managing and directing major public relations/communications account
- Strong experience in media relations including New Hampshire media as well as experience with national media.
- Efficient in proofreading and grammar
- Proven experience in crisis communications for two or more major accounts
- At least one position with 20% time commitment to the Lottery account.
- Senior level position – preferably a principal who reports to the CEO or President of the successful bidder.
- Government and public affairs experience required. Established media relationships required.

This procurement calls for many different available disciplines, promotions, events, and interactive/digital marketing. The successful bidder must be able to provide these services and the associated personnel required to implement Lottery initiatives.

Below is an example of additional positions utilized in the past:

- Media Planning Staff
- Account Planning Staff
- Creative Team Members
 - Producers
 - Copywriters
 - Art Directors
 - Production Artists
- Public Relations Account Executives
- Billing Coordinator

Employees assigned to the Lottery account must have significant experience with products and marketing issues similar to those offered by Lottery. Staff account experience is preferred in retail grocery and convenience stores merchandising.

Brand development, awareness and research is vital to Lottery. The successful bidder must have a competent team with appropriate staffing levels and a cost-effective mix of experiences and less experienced personnel led by a 100% dedicated Account Supervisor.

Staff account experience is required in brand development, product support and beneficiary awareness across all media and social channels, including an understanding of both product and consumer research knowledge of merchandising at variety of retail environments.

The staff assigned to the Lottery account should be those who best meet Lottery's needs based on the Scope of Work.

Upon the successful proposer's need for staffing changes, the successful bidder shall notify and consult with Lottery to ensure qualified individuals are assigned to fulfill the Lottery contract. All personnel dedicated to the Lottery contract (regardless of position) are expected to become knowledgeable about the Lottery business, the political environment with which Lottery operates, and the products offered by Lottery.

Lottery will have the right to request removal of staff within 90 days of the appointment of a newly assigned staff if determined that the individual is not a good fit for the Lottery account.

New Hampshire Lottery Orientation. All successful bidder personnel assigned to the Lottery account will be expected to be familiar with the Lottery's enabling legislation ([Chapter 284:21-a](#)), State of New Hampshire ethics ([ethicsBooklet.pdf \(state.nh.us\)](#)), the Lottery's history, products, marketing plan and operating procedures as they relate to any services, products, or activities provided by or in conjunction with the successful bidder. All such personnel must be thoroughly orientated and possess this knowledge prior to being assigned to work on any aspect of the Lottery account.

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B. 2. SCOPE OF WORK – New Hampshire Lottery Digital Media Contract

Statement of Work for Digital Media Purchase

The Lottery is considering a separate digital media-buying agency to support our online sales platform. The allocation for digital media will be approximately \$400,000 (\$300,000 from the \$2.6 million New Hampshire Lottery budget and \$100,000 from the \$1.8 million Tri-State Budget) to spend on digital/online marketing for NH iLottery.

The dollars will support the e-Instant games, Powerball, Mega Millions and Tri-State Gimme 5 (other games may be added to this platform) purchased online. The lottery is looking for an Omni channel digital marketing strategy that may include but is not limited to the following media of Search Engine Optimization, Pay-per-Click, Social Media Marketing, Content Marketing, Mobile Marketing, Marketing Analytics and more.

The successful bidder will be asked to spend the dollars to attain the following business objectives:

- Continuous stream of new iLottery players
- Increase the conversion rate of players
- Increase sales from the existing player base
- Build the NH iLottery Brand
- Lower the Cost per Acquisition
- Improve the quality of traffic
- Better Search Engine Marketing

With the media dollars allotted, the execution of a marketing strategy will be across the suggested digital channels to reach monthly, quarterly and annual goals.

The successful bidder will clearly articulate the aims and goals of the suggested [digital initiatives](#), along with clearly targeting digital personas, and methodically choosing which channels to go after them and how.

The successful bidder will agree upon key performance indicators with the Lottery and the strategy of the digital plan (media spend) will be presented to deliver on those goals. Audience segmentation will be presented to the Lottery to develop rich personas. From those identified personas, based upon their digital behavior, will further define the suggested digital channels to target them. Customer reach, customer acquisition and customer retention will map those channels.

For each channel, there should be a clear measurement framework in place, to measure the effectiveness by channel and produce a matrix of core metrics that will be indicative of if the targets will be met or not, as well as the plan to pivot when not meeting the target goals.

As a result of the contract award, with the expectation of ever-evolving technology, the successful bidder will be expected to be educated in those changes and present such changes to the Lottery.

The Lottery, the Advertising Agency and the Digital Media Buyer will collaborate as to what advertising will be provided to support the online platform.

Staffing. Proposers are to include, at a minimum, resumes for the following positions which are considered to be the core team that will be overseeing the digital media buy.

- Digital Media Buyer
Minimum of five years' experience in managing budgets and buying media space. This would include negotiating and acquiring the advertising as well as watching various media channels, assessing performance for campaign effectiveness.
- Digital Media Planner
Minimum of three years' experience in developing digital media strategies. This would include monitoring, optimizing and reporting on campaign performance.

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C. ADMINISTRATIVE PROPOSAL

Bidder must provide a clear and concise response to each criterion listed in this section. It is preferable that bidder restate the criterion, then respond below the criterion description.

Bidder Experience and Expertise

1. Provide an assessment of the proposer's core expertise and any other services that the bidder will offer to Lottery's account and the reason why bidder is the best fit for the work.
2. Provide the number of years of business experience providing the same or similar services as described in [Scope of Work](#). List the account names and number of years' experience with each account.
3. Provide a current client list and percentage of total billings represented by each.
4. Provide a current credit rating (or other generally accepted credit verification).
5. Describe the system the bidder uses to ensure accurate client billing and cost monitoring.
6. Indicate whether the bidder currently has, or has in the past three (3) years, contracted with another government entity and explain the type of services performed under the resulting contract or project work as it relates to this scope.
7. Identify all new clients that have awarded a contract or project to bidder during the past three (3) years. Identify any client relationships that have ended during the past three (3) years. The clients identified in proposer's response to this section may be contacted by Lottery as a reference.
 - a. For new clients, list by each client name the services that were, are, or will be provided and length of each project or contract.
 - b. For each ended client relationships, list by each client name the services delivered and length of project or contract.
 - c. Provide proposer's total dollar billings, excluding media buys billings, for the last two (2) calendar years and provide the percentage of billings in each of the following areas: television, digital and social media, radio, print, out of home, collateral, email and other, during that time period.
 - d. List any industry awards or achievements received during the past three (3) years.
8. Identify where Lottery will fit within your current client roster in terms of size, scope and marketing products.
9. Explain proposer's capabilities and experience for the following items.
 - a. Account planning (how it interfaces with the departments or areas of the proposer's organization)
 - b. Research
 - i. Maintain an independent research method stance (so as to not influence the overall outcome of research regarding campaigns or promotion initiatives)
 - ii. Consumer testing (focus groups, surveys, etc.)
 - c. Strategic planning and brand management
 - d. Creative development (list types)
 - e. Media planning and buying (include planning and buying process and how you would ensure that Lottery received the maximum value for its dollar)
 - f. Promotions, planning, event activation and implementation
 - g. Interactive (internet/web development)
 - h. Production services (list types)
 - i. Public Relations: product support, corporate image support, crisis communication planning and response, media relations, community outreach development

- j. Logo development
- k. Web service management
- l. Social media
- m. Mobile marketing
- n. Other (include any service you would like to ensure Lottery is aware of)

Contract Team and Key Personnel. Note: Lottery reserves the right to review and/or disapprove of any employees before assignment to any Lottery contract. In addition, all employees associated with the resulting contract will be required to complete paperwork to approve the Lottery to perform a background check. This is consistent with Lottery's policy for contractors providing sensitive goods and services.

1. Provide staff names of all full time project and key personnel (key personnel may include freelancers/subcontractors), who will be assigned to perform services for Lottery's account along with the following information:
 - a. Job title
 - b. Brief description of proposed role and responsibilities under Lottery's account.
 - c. Identify whether any key persons assigned to perform services for Lottery are subcontractors/freelancers.
2. Provide a detailed resume for each key personnel identified above. All resumes should identify the number of years working at proposer's business, additional years of relevant experience working at other businesses, and summarize the expertise/knowledge in the areas relevant to each key personnel's proposed assigned role and responsibilities on Lottery's account.

Business Approach and Processes

1. Describe proposer's approach to client relationship building and account management.
2. Describe proposer's approach to on-boarding and understanding client products and brands.
3. Describe proposer's approach to remaining current on industry trends and on specific categories of advertising and how proposer's knowledge of those current trends have enabled bidder to better understand proposer's client's business and advertising needs.
4. Describe the proposer's approach to effective, day-to-day project communications between the parties.
5. Describe the proposer's approach to ensuring a high-level of transparency for reporting, and keeping Lottery informed of all projects or campaigns timelines and due dates, including key issues, approvals, decisions, and developments throughout the contract.

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D. COMPLETE EXHIBIT B – BIDDERS PROFILE IN TOTALITY

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E. CASE STUDY

For each of the case studies listed include the following format:

- **Title**
- **Client**
- **Team Members**
- **What you are solving for**
- **The solution – include expected KPI's**
- **The results**
- **Visuals**

Bidder must provide a response of no more than three (3) single sided, 8.5" x 11" pages for each case study. At a minimum, the case study should succinctly state the objectives, strategies, and outcomes associated. **Illustrative case study samples provided as hard copies or links to the web will not be accepted and may disqualify potential Proposers who submit them.**

1. Tell us about a campaign that your team is proud of that increased brand awareness and likeability.
2. Tell us about a campaign where the objective was to increase product sales at convenience stores, that measurably shifted the needle and increased sales for a particular consumer product.
3. As a government agency, the net profit from the sale of lottery tickets, since 1964 has been earmarked for education. It is difficult for us to share the value of those contributions, because we can only share overall dollars provided either annually or in total, not a specific school or community. Tell us about a client who had similar issues, and how shared their story to elicit an emotional connection between the dollars contributed and those impacted.

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E. 1. CASE STUDY (Digital Media Buy ONLY)

For each of the case studies listed include the following format:

- **Title**
- **The Client**
- **The Objective/Solutions**
- **The Results**
- **Visuals**

Bidder must provide a response of no more than three (3) single sided, 8.5" x 11" pages for each case study. At a minimum, the case study should succinctly state the objectives, strategies, and outcomes associated. **Illustrative case study samples provided as hard copies or links to the web will not be accepted and may disqualify potential Proposers who submit them.**

1. Tell us about a digital advertising campaign that your team is proud of, including who the client was and what marketing objective the client presented to you to achieve. The case study may be for a product launch, an existing product with stagnated sales, or a problem to resolve/overcome on behalf of your client.
2. Show us the campaign and how your solutions produced tangible results for your client. Provide creative examples along with the resulting metrics such as but not limited to key performance indicators, data and statistics that show the engagements of your work. You may include other digital marketing metrics.
3. Show us the parallel and similarities between your case study that include the results of your work and how those same efforts may apply to the online lottery product.

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F. EXHIBITS

Exhibit A: Additional Information

Information regarding the Lottery, sales, historical funding for education, etc.

Exhibit B: Bidder Profile - Complete, sign and include with proposal

Exhibit C: Pricing Proposal when responding to managing the core New Hampshire Lottery Account scope of work

Exhibit D: Pricing Proposal when responding to the digital media scope of work.

Exhibit E: State of New Hampshire Standard Form of Contract Form P-37.

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EXHIBIT A: LOTTERY INFORMATION

State Government in New Hampshire works on a biennial budget meaning the following budgeted amounts have been set:

FY 22 (current year) New Hampshire Lottery Advertising Budget \$2,675,000

FY 22 Tri-State Advertising Budget \$1,800,000

FY 23 New Hampshire Lottery Advertising Budget \$2,675,000

FY 23 Tri-State Advertising Budget TBD*

Lottery Yearly Revenue

Schedule of Net Profit for Education: Revised October 2021

[TSL6042 21 Yearly Revenue 2021 \(nhlottery.com\)](#)

New Hampshire Lottery Sports Betting Summaries

FY 22 [Sports Betting Summary by Month.xlsx \(nhlottery.com\)](#)

FY 21 [Sports Betting Summary by Month.xlsx \(nhlottery.com\)](#)

FY 20 [Sports Betting Summary by Month.xlsx \(nhlottery.com\)](#)

Annual Comprehensive Financial Report FY 20

https://www.nhlottery.com/Files/PDFs/Financial-Reports/2021/FY20_CAFR_web

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NH LOTTERY FY 21 SPEND BY PRODUCT - \$2,535,318

Annual Approximate Spend:

Scratch Tickets	\$365,505
Powerball	\$193,568
Mega Millions	\$136,677
KENO 603	\$42,720
Lucky For Life	\$25,855
NH iLottery	\$1,374,019
Sports Betting	\$396,970

Sales:

\$309,818,606
\$31,014,156
\$26,880,996
\$47,489,534
\$5,641,764
\$32,206,435 (Net Gaming Revenue)
\$16,723,887 (Net Gaming Revenue)

TRI-STATE FY 21 SPEND BY PRODUCT - \$1,600,000

Annual Approximate Spend:

Tri-State Megabucks	\$362,061
Tri-State Gimme 5	\$376,776
Tri-State Fast Play	\$434,042
Tri-State Pick 3/Pick 4	\$352,676
Big Spin (Tri-State Scratch)	\$74,445

Sales:

\$7,964,328
\$3,756,764
\$16,438,723
\$11,039,785
\$9,799,350

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EXHIBIT B: BIDDER'S PROFILE

Over \$2 Billion and Counting for our Schools

COMPANY INFORMATION			
Legal Company Name & Address			
Company Name:			
Address:			
City, State, Zip:			
Phone:			
Indicate entity type (L.L.C., Inc., Corp., etc.)		Indicate state of registration/ incorporation:	
Principal Officers			
Name:			
Title:			
Address:			
City, State, Zip:			
Phone:			
Name:			
Title:			
Address:			
City, State, Zip:			
Phone:			
Name:			
Title:			
Address:			
City, State, Zip:			
Phone:			
Contract Management Point of Contact			
Name:			
Email:			
Phone:			

CURRENT CONTRACTS WITH THE STATE OF NEW HAMPSHIRE

If the bidder contracted with the state of New Hampshire during the past 24 months, provide the name of the agency, the contract number, and a description and/or other information available to identify the contract.

Agency:	
Contract Number:	
Description of Requirement(s):	

NUMBER OF CONTRACTS AND TOTAL ADD BILLING FOR 2019, 2020 AND CURRENT YTD:

YEAR	TOTAL NUMBER OF CONTRACTS	BILLING
2019		
2020		
2021 (YTD)		

If there has been a material change in any of the timeframes listed above, please provide an explanation as to why.

Do you anticipate that the material change will persist during the period of this contract?

CURRENT LITIGATION AND INVESTIGATIONS

The Lottery has a strong interest in contractors’ current and continuing ability to produce and secure high-quality products and services. Each interested bidder must list and summarize, all pending or threatened litigation, administrative or regulatory proceedings, or similar matters that could affect its ability to produce and/or deliver the desired product or services. Bidders must also state whether they or any owners, officers, or primary partners have ever been convicted of a felony.

NOTE: Failure to disclose such matters may result in rejection of the bid or termination of any contract. This is a continuing disclosure requirement; any such matter commencing after submission of a bid and, with respect to the successful contractor after the execution of a contract, must be disclosed in a timely manner in a written statement to the Lottery.

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SUBCONTRACTORS

If applicable, identify any subcontractors who will perform services in fulfillment of contract requirements. State the nature of services to be performed and include a federal tax identification number (TIN) for each subcontractor. If TIN is a SSN, only provide the last four (4) digits.

The bidder, by including subcontractor(s) as part of your signed proposal, agrees to assume responsibility for contract obligations and any liability for all actions of such subcontractors. Lottery reserves the right to approve or disapprove any subcontractor.

Subcontractor	TIN	Status	Services covered by Subcontractor

HISTORY

Provide the following information for the bidder (company) and for any subsidiary or intermediary company, parent company, holding company, or partnership in which the bidder was a general partner.

1. If during the last five years you have had a contract terminated for default or for cause, fully describe the circumstances of that termination, including the other party's name, address, and telephone number.
2. If during the past three years you have been involved in any billing disputes of \$10,000 or more, fully describe the circumstances and resolution of those disputes.
3. If during the last two years you have been assessed any fine, penalty, liquidated or non-liquidated damages, claims or performance bond penalties, or have traded or given anything of value under any of its existing or past contracts, fully describe the reason for each such incident and state the estimated cost of that incident to the entity. A summary report is permitted when incidents would present a large volume of data. If a summary report is presented, however, additional information must be available upon request.
4. If during the last two years you were the subject of an order, judgment, or decree barring, suspending, or otherwise limiting your right to engage in any business, practice, or activity, fully explain those circumstances and include relevant dates.
5. If trading in your stock has ever been suspended, fully explain those circumstances and include relevant dates.
6. Without regard to whether the conduct in question related to services provided to a lottery, provide a detailed description of any state or federal felony conviction of the vendor, any portion of the vendor, any person whose name is required by this RFP, any vendor employee, owner, director, general partner or officers, and any person who owns 10% or more of the vendor's stock.
7. Provide a detailed description of any bankruptcy, insolvency, pending sale, reorganization, appointment of receivership, or litigation of the vendor.
8. Are you aware of any conflict of interest you may have in providing the New Hampshire Lottery the services stated in this RFP?

COMPLETE AND RETURN WITH YOUR PROPOSAL



EXHIBIT C: PRICING PROPOSAL FOR NEW HAMPSHIRE LOTTERY ACCOUNT

Please provide us with a Fixed Monthly Retainer Fee for the Initial Three Year Term of the Contract for an agency retainer that will cover all of the following services:

The Core Agency Team’s work, which will include the time for following personnel:

- Executive Sponsor
- Strategic Lead
- Strategic Coordinator
- Senior Account Director
- Account Coordinator
- Media Supervisor
- Media Planner
- Creative Director/Copywriter
- Associate Creative Director/Art
- Multimedia Producer
- Technical Oversight/Strategy
- Production Supervisor
- Production Planner
- Public Relations Account Director
- Accounting Director
- Accounting Staff
- Administration

Additional staff time may not be added outside of the core personnel covered by the percentage fee without the Lottery’s written consent.

In addition to staff time, the following work tasks specified in the Proposal and this RFP will be included in the percentage fee:

Web Maintenance – average of 50 hours per month for graphic updates, job postings, additional banner callouts and more.

Coding and database – launch of the e-Instant game, monthly Retailer uploads and monthly winner uploads for draw, instant and iLottery winners as well as troubleshooting.

Sales Dashboard Maintenance – Tableau is the current software that is used to for our analytics platform.

Monthly Graphic Retainer – includes the graphics used to support the new scratch tickets on sale including all website and social media graphics, retail monitor slides and bitmap advertising on the bottom of ticket dispensed by the lottery terminal.

Monthly Social Creative – content planning that includes the build and written copy for all creative graphics for the social media channels, not limited to Facebook, Instagram and Twitter.

Monthly Social Management – oversight of the channels that include but are not limited to Facebook, Instagram, Twitter and YouTube. Posting of the creative, social listening and fan engagement, reporting of questions and monitoring of comments as well as contest giveaway management.

FIXED RETAINER FEE: _____ **% Per Month**

OTHER COSTS *List any other fees/costs not included in the Fixed Monthly Retainer Fee:*



Over \$2 Billion and Counting for our Schools

EXHIBIT D: PRICING PROPOSAL FOR DIGITAL MEDIA BUY ONLY

Offerors submitting a Proposal for Digital Media Planning and Buying Services for the Initial Three Year Term of the Contract, please provide us with a percentage fee for a digital media retainer that will cover the personnel for the following services.

Digital Media Buyer
Digital Media Planner
Accounting Staff

At this time, approximately \$400,000 (\$300,000 from the existing New Hampshire Advertising budget of \$2.6 million and \$100,000 from the Tri-State Advertising budget of \$1.8 million) will be allocated in Fiscal Year 2023 for both the media retainer fee to plan and purchase the media as well as the submission of invoices.

All billing will be contracted through the successful bidder for the New Hampshire Advertising Contract.

FIXED RETAINER FEE: _____ % Per Month

OTHER COSTS *List any other fees/costs not included in the Fixed Monthly Retainer Fee:*

Subject: _____

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 New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number () -	1.6 Account Number	1.7 Completion Date Select a Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature Date:		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

2. 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 B 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 1.17, 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 1.13 (“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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State’s discretion, 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 B. In addition, at the State’s discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. “Change of Control” means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials _____

Date _____

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.