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Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
25 Hall Street
Concord, NH 03301
TEL. (603) 271-3495

December 12, 2023

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

REQUESTED ACTION

Authorize the Department of Education to enter into a contract with Cookson Strategies Corporation (VC#218944) Manchester, NH, in the amount of \$286,200 to implement a marketing and public relations campaign promoting a new Computer Science Educator Program, effective upon Governor and Council approval through June 30, 2025. 100% General Funds.

Funds to support this request are available in the following account in Fiscal Years 2024 and 2025, with the authority to adjust line items within the price limitation and encumbrances between fiscal years through the Budget Office if needed and justified.

06-56-56-562010-63790000-073-509074 COMPSCI ED PROGRAM

Fiscal Year	Class/Account	Class Title	Total Amount
2024	073-509074	Grants Non-Federal	\$88,514
2025	073-509074	Grants Non-Federal	\$197,686
Total			\$286,200

EXPLANATION

The Computer Science Educator Program campaign is designed to bring industry expertise to the students of New Hampshire. Cookson Strategies Corporation (Cookson) will create marketing and advertising materials such as public service announcements, informational pieces, the creation of a website landing page, videos, graphics, infographics, print advertisements, creative content, social media materials and social media dissemination.

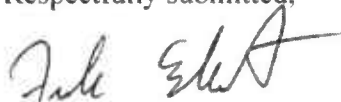
His Excellency, Governor Christopher T. Sununu
And the Honorable Council
Page 2 of 2

The promotional, marketing and public relations assistance will help to promote broader computer science education in New Hampshire with the goal of preparing more students for employment opportunities in this field, which starts with more individuals, specifically industry recognized experts, pursuing credentials in the field of computer science. The program will also accelerate collaboration among education and commerce by bringing qualified business expertise into the educational setting.

A Request for Proposal (RFP) was posted on the NHED website and on the Department of Administrative Services (DAS) website for Statewide Bids and Proposals on August 25, 2023. The department received proposals from 10 vendors for the program. A panel of three individuals scored each of the proposals, with Cookson receiving the highest ranking from each panelist. While there were lower-priced proposals received for the campaign, those proposals did not clearly and confidently show that the vendors could successfully complete the four competitive priorities as well as Cookson, or they were lacking strength in their potential deliverables, budget creation and/or work examples.

The funding for this contract will be used to create a campaign that recruits individuals who are already holding eligible industry recognized credentials to receive a New Hampshire certified educator credential in the area of computer science; such individuals shall be qualified to teach in approved New Hampshire education programs.

Respectfully submitted,



Frank Edelblut
Commissioner of Education

**Attachment A
Bid Summary Scoring Sheet
Cookson Strategies**

Name of Bidders	Proposal Amount
CESO Communications	\$92,000
Zimmet Group	\$143,174
Rhodes Branding	\$250,000
Cookson	\$286,200
Wedu	\$295,055
WeUsThem	\$299,825
Coco Solutions	\$300,000
Elevated Ed	\$300,000
Gud Marketing	\$300,000
Business Marketing Solutions Group	\$5,000 per month (or \$90,000) plus unspecified advertising costs.

Name of Reviewers	Title
Stephen Appleby	Director of NHED's Division of Educator Support and Higher Education
Eric Regnell	NHED Computer Science Administrator
Jeffry Beard	NH State Director for Career and Technical Education

Vendor	Total Score
Cookson Communications	108.7
Business Marketing Solutions Group	91.7
Coco Solutions	88.7
Wedu	88.7
Elevated Ed	58
Zimmet Group	52.3
Gud Marketing	51
WeUsThem	37
Rhodes Branding	30.7
CESO Communications	26

Proposal Criteria in the RFP	Weight of Criteria
Competitive Priority #1: Plan for how to develop professionally designed marketing material, tagline, website, videos	40
Competitive Priority #2: Plan for how to development content, execute and implement critical messaging and raise awareness through social media and other outlets	25
Competitive Priority #3: Plan to establish and implement method to recruit qualified individuals	20
Competitive Priority #4: Plan to implement a way to measure effectiveness of campaign and program	15
Price Proposal	15
Total	115

	Priority #1	Priority #2	Priority #3	Priority #4	Price Proposal	Total Score
Cookson Communications	38.3	25	19	13.4	13	108.7
Business Marketing Solutions Group	36.7	23.3	15	15	1.7	91.7
Coco Solutions	31.7	19.7	19	11.7	6.6	88.7
Wedu	38.3	19	14.7	12.3	4.4	88.7
Elevated Ed	16	13	16.7	6.7	5.6	58
Zimmet Group	22.3	11.7	5	6.7	6.6	52.3
Gud Marketing	10	13.3	11	6.7	10	51
WeUsThem	14.3	10.3	2.7	4.7	5	37
Rhodes Branding	6.7	7.7	3.7	5	7.8	30.7
CESO Communications	8.3	3.3	4	2.7	7.7	26

Review Process

A committee of three reviewers performed an independent review of all proposals. Reviewers used a prepared rubric to evaluate compliance with the requirements of the RFP and verify the qualifications of the vendors. Reviews were completed by November 10, 2023. The criteria scores were entered into a spread sheet where the final scores were totaled.

Each member of the proposal review panel recommended Cookson and provided Cookson with the highest score. While there were lower-priced proposals received for the campaign, those proposals did not clearly and confidently show that the vendors could successfully complete the four competitive priorities as well as Cookson, or they were lacking strength in their potential deliverables, budget creation and/or work examples.

FORM NUMBER P-37 (version 2/23/2023)

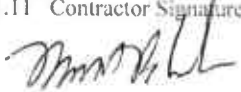
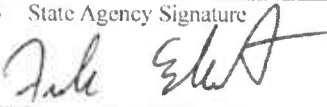
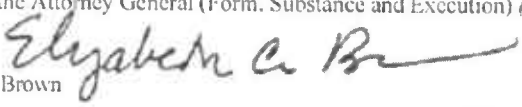
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Education (NHED)		1.2 State Agency Address 25 Hall Street Concord, NH 03301	
1.3 Contractor Name Cookson Strategies Corporation		1.4 Contractor Address 36 Lowell St., Manchester, NH 03101	
1.5 Contractor Phone Number 603-782-8192	1.6 Account Unit and Class See Exhibit C	1.7 Completion Date June 30, 2025	1.8 Price Limitation \$286,200
1.9 Contracting Officer for State Agency Kimberly Houghton		1.10 State Agency Telephone Number 603.513.3030	
1.11 Contractor Signature  Date: 12/13/23		1.12 Name and Title of Contractor Signatory Matt Cookson, President, and CEO	
1.13 State Agency Signature  Date:		1.14 Name and Title of State Agency Signatory Frank Edelblut, Commissioner of Education	
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: Elizabeth Brown  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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials *MC*
Date *12/13/03*

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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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.

EXHIBIT A
Special Provisions

Additional Exhibits D-G

Contract between Cookson Strategies Corporation and the New Hampshire Department of Education

Contractor Initials rc
Date 12/13/23

EXHIBIT B

Scope of Services

Cookson Strategies Corporation ("Cookson") will provide, through the New Hampshire Department of Education ("NHED"), a marketing and public relations campaign promoting a new Computer Science Educator Program associated with Chapter 200-O. The campaign will recruit individuals that are already holding eligible industry recognized credentials to receive a New Hampshire certified educator credential in the area of computer science; such individuals shall be qualified to teach in approved New Hampshire education programs. Cookson will develop, execute, and implement a successful campaign designed to bring industry expertise to the students of New Hampshire through this initiative.

Cookson will create marketing and advertising materials such as public service announcements, informational pieces, the creation of a website landing page, videos, graphics, infographics, print advertisements, creative content, social media materials and social media dissemination. The promotional, marketing and public relations assistance will help to promote broader computer science education in New Hampshire with the goal of preparing more students for employment opportunities in this field, which starts with more individuals, specifically industry recognized experts, pursuing credentials in the field of computer science. The program will also accelerate collaboration among education and commerce by bringing qualified business expertise into the educational setting.

Phase One (estimated time to complete: 10 weeks)

- Onboarding prep, planning and kick-off meeting.
- Research and finalize the specific target audiences and gain feedback from key individuals at NHED.
- Determine the high value locations and channels where such targeted individuals can be reached, to include traditional and industry specific channels such as Reddit, Computer Science chat sites for targeted credentials, key industry conferences, etc.
- Work on core messages and slogans that are most likely to resonate with the target audiences and trigger action.
- Develop the thematic brand, look and feel for the new Computer Science Educator Program, including a logo and tagline(s) that align with the NHED branding standards.

Phase Two (estimated time to complete: 10 weeks)

- Create ads for core social media and digital platforms designed to reach this audience. To create convincing ad content, the campaign will emphasize job satisfaction, the positive impact on student's lives, career growth opportunities, and emotional triggers like the joy of inspiring the next generation. Testimonials and success stories from current teachers will be featured.
- Create infographics that show the pathway to earning the certified educator credential, becoming a teacher and eligibility for the bonuses.
- Create downloadable flyers and handouts that succinctly describe the program and include Quick Response (QR) codes and clear calls to action.
- Create posters that will be shared with entities such as New Hampshire community colleges and other private computer/IT training centers in New Hampshire.
- Create an accessible website landing page that will include all core information on the Computer Science Educator Program, the educator credential, the pathway to completion, FAQs, the financial incentives offered to those who successfully complete the certification and are hired into

Contract between Cookson Strategies Corporation and the New Hampshire Department of Education

Contractor Initials *ml*
Date *12/13/23*

an eligible position, and the call to action to sign up to learn more through an ongoing e-mail campaign. The landing page will have a clear headline, detailed information about teaching opportunities, benefits of teaching computer science in New Hampshire, a prominent call to action (CTA) button, an easy-to-fill application form, contact information, and FAQs for inquiries. Mobile responsiveness will be ensured for a seamless user experience, and a live chat feature or help desk ticket option will be installed connecting users directly to NHED staff.

- Create two short, animated videos (public service announcements) that encapsulate the core elements of becoming a computer science educator and can be used in the marketing efforts; videos will be accessible and include automatic captions and audio.

Phase Three (estimated time to complete: 13 months)

- Utilize social media channels as well as select digital marketing tools to share core content, imagery, infographics, video and messaging.
- Target Information Technology (IT) professionals, lower-level tech employees, IT training program participants, retirees with tech skills, and individuals with tech skills seeking a career change.
- The platforms for this campaign are Facebook, LinkedIn, Reddit, and Instagram. Other IT specific platforms related to specifically targeted certifications will be identified in Phase I. Each platform will have a specific strategy tailored to the audience and content format.

Facebook:

- Create and run targeted ads using detailed demographic and interest targeting.
- Utilize carousel ads to showcase the need for teachers and the success stories of current and past computer science teachers.

LinkedIn:

- Launch LinkedIn-sponsored content to reach professionals in New Hampshire.
- Collaborate with influencers such as JobTalk LLC and Robert Half to amplify the campaign.

Reddit:

- Engage with relevant subReddits to build trust within the community.
- Run targeted ads with compelling headlines and share success stories of computer science teachers.

Instagram:

- Design visually appealing ads to resonate with the younger part of the target audience.
- Utilize Instagram Stories and carousel ads to share the need and teaching journey.
- A/B testing (AKA Split Testing) will be conducted to identify top-performing ad variations, with optimization based on Click Through Rates (CTR) and cost per conversion. The campaign's performance will be monitored across all platforms, with adjustments to budget and targeting based on real-time data. Re-targeting strategies will be implemented to re-engage users who visited the landing page but did not convert, using pixels and email lists.
- Audience engagement will be a priority, with active responses to comments and messages to foster community and trust. Valuable content related to teaching in New Hampshire will also be shared.
- Key performance indicators (KPIs) such as reach, engagement rate, total clicks, conversion rate, and cost per click will be regularly reported to NHED and analyzed.
- Performance on each platform will be closely monitored and shared with NHED, and adjustments will be made as needed to maximize campaign effectiveness.
- Regular maintenance and updates to website.

Contract between Cookson Strategies Corporation and the New Hampshire Department of Education

Contractor Initials me
Date 12/13/23

Phase Four (estimated time to complete: 13 months – items overlap in timing with Phase Three)

- Assign a Cookson team member to be in charge of engagement and tracking through a database of potentially interested individuals and capturing contact information for follow-up.
- Work with NHED staff as they nurture those individuals through the process of becoming certified and hired.
- Assist NHED staff to recruit qualified individuals to earn and receive NH certified educator credentials in computer science.
- Cookson will work to move individuals from a general level of interest through more serious interest while transferring them to NHED's staff for assistance and eventually into a job search for a teaching position. Individuals are expected to express interest at any stage during the 13-month marketing effort.
- Cookson will regularly contact these individuals via e-mail through a staged strategy and work with NHED's credentialing team to coordinate webinars. This will include timed e-mails that feature core messaging that builds towards completing the credentialing and some will include specific calls to action to track progress. This messaging will include:
 - Thank you messaging for signing up for learning more about the Computer Science Educator Program.
 - Verification that they hold an industry recognized credential.
 - Sharing the overview videos, infographics and broad information on the overall effort and need.
 - Background on what is required to earn NH certified educator credentials.
 - An overview of the bonus model – how it works and successful attainment.
 - Information on webinars held in coordination with NHED's credentialing team to provide more information and answer questions.
 - Testimonials and stories from current computer science educators.
 - Information on signing up for programs to gain credentials.
 - Messages with links to sample teaching job openings at eligible schools in NH.

Phase Five (estimated time to complete: 13 months – items overlap in timing with Phase Three and Phase Four)

- Track engagement and provide NHED with detailed monthly reports on progress.
- Meet monthly with NHED to review data reports, gain feedback and make adjustments.
- Data points should include numbers of individuals that fall into the target audience based on research for digital campaigns, as well as:
 - Number of people reached by digital outreach tool
 - Number of people that provide contact information through outreach.
 - E-mail open rates.
 - Number of people that respond to CTAs through emails.
 - Number of people that sign up for webinars.
 - Number of people signing up for credentialing.
 - Review of any feedback received on why people may not follow through to credentialing.

Contract between Cookson Strategies Corporation and the New Hampshire Department of Education

Contractor Initials MS
Date 12/13/23

Exhibit C

Method of Payment

Budget

Phase	Deliverables	FY24	FY25	Total
One	Onboarding, research, branding	\$16,000	\$0	\$16,000
Two	Create ads, infographics, materials, videos, and landing page	\$38,100	\$0	\$38,100
Three	Utilize social media channels to push messaging via paid media	\$17,207	\$153,293	\$170,500
Four	Implement an email strategy, conduct webinars and initiate recruitment efforts	\$17,207	\$35,993	\$53,200
Five	Track engagement and provide monthly data reports	\$0	\$8,400	\$8,400
Total		\$88,514	\$197,686	\$286,200

Limitation on Price: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no cases shall the total budget exceed the price limitation of \$286,200.

Source of Funding: Funds are available in the following account in Fiscal Years 2024 and 2025, with the authority to adjust line items within the price limitation and encumbrances between fiscal years through the Budget Office if needed and justified.

06-56-56-566379-63790000-073-509074 COMPSCI ED PROGRAM

Fiscal Year	Class/Account	Class Title	Total Amount
2024	073-509074	Grants Non-Federal	\$88,514
2025	073-509074	Grants Non-Federal	\$197,686
Total			\$286,200

Method of Payment: Payment is to be made monthly on the basis of invoices which are supported by a summary of activities that have taken place in accordance with the terms of this agreement, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payments will be made for 100% of the expenditures listed. Invoices shall be submitted electronically to:

Kimberly Houghton
kimberly.c.houghton@doe.nh.gov

EXHIBIT D

Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address **administrative, contractual, or legal remedies** in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Breach

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Fraud and False Statements

The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC §1001 and §1020.

Environmental Protection

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.)

The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Revised 6-25-21

Contractor Initials *ML*
Date *12/13/23*

Exhibit E

Federal Debarment and Suspension

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
 2. Does not have a proposed debarment pending;
 3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the NHED. The certification or explanation shall be considered in connection with the NHED's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the NHED if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

Revised 6-25-21

Contractor Initials *mc*
Date *12/13/23*

Exhibit F

Anti-Lobbying

The Contractor agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions

<https://www.gsa.gov/forms-library/disclosure-lobbying-activities>

- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The NHED shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Revised 6-25-21

Contractor Initials ML
Date 12/13/23

Exhibit G

Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the NHED.

Any discovery or invention that arises during the course of the contract shall be reported to the NHED. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

Confidentiality

All Written and oral information and materials disclosed or provided by the NHED under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the NHED and its partners, must remain the exclusive property of the NHED.

Confidential information means all data and information related to the business and operation of the NHED, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the NHED, financial information, partner information (including the identity of NHED partners), Contractor and supplier information, (including the identity of NHED Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the NHED to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the NHED or subcontracted with the Contractor.

Ownership of Intellectual Property

The NHED shall retain ownership of all source data and other intellectual property of the NHED provided to the Contractor in order to complete the services of this agreement. As well the NHED will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the NHED.

Revised 6-25-21

Contractor Initials *MC*
Date *2/13/23*

Certificate of Authority

I, Kirsten Lestak hereby certify that I am a duly appointed representative of
(Name of person filling out this form)

Cookson Strategies Corporation. I hereby certify that Matt Cookson, President & CEO, is
authorized to execute contracts on behalf of Cookson Strategies Corporation and may bind the
organization thereby.

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

Dated: 12/13/23

Attest: Kirsten Lestak, VP of communications
+ client engagement

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: **632563**

Certificate Number: **0006293969**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of August A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Heather Cuthbertson	
Cross Insurance-Manchester		PHONE (A/C, No, Ext): (603) 669-3218	FAX (A/C, No): (603) 645-4331
1100 Elm Street		E-MAIL ADDRESS: manch.certs@crossagency.com	
Manchester NH 03101		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Travelers Casualty Insurance Co. of America	NAIC # 19046
		INSURER B: Travelers Prop. Cas. Co. of America	25674
		INSURER C: Travelers Indemnity Company of Ct	
		INSURER D:	
		INSURER E:	
		INSURER F:	


COVERAGES **CERTIFICATE NUMBER:** 23-24 All w/ Prof **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			██████████	11/26/2023	11/26/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			██████████	11/26/2023	11/26/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			██████████	11/26/2023	11/26/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			██████████	11/26/2023	11/26/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liability			██████████	10/26/2023	10/26/2024	Limit \$2,000,000 Deductible \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER	CANCELLATION
Dept of Education 101 Pleasant St. Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

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