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STATE OF NEW HAMPSHIRE  
DEPARTMENT of BUSINESS and ECONOMIC AFFAIRS  
DIVISION of TRAVEL and TOURISM DEVELOPMENT  
172 Pembroke Road, Concord, New Hampshire 03301

Taylor Caswell  
Commissioner

Victoria Cimino  
Director

TEL: 603-271-2665  
FAX: 603-271-6870  
TRAVEL GUIDE: 800-386-4664  
WEBSITE: [www.visitnh.gov](http://www.visitnh.gov)  
E-MAIL: [travel@livefree.nh.gov](mailto:travel@livefree.nh.gov)

May 18, 2018

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

**REQUESTED ACTION**

Authorize the Department of Business and Economic Affairs, Division of Travel and Tourism Development to enter into a **SOLE SOURCE** contract with CaLLogix Inc., (VC# 135183) of Bedford, New Hampshire in the amount of \$150,000 for call center, database management, and mail fulfillment services from July 1, 2018 to June 30, 2020. 100% General Funds.

Funding in Fiscal Year 2019 is available and funding in Fiscal Year 2020 is contingent upon availability and continued appropriation with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified:

	<u>FY 2019</u>	<u>FY 2020</u>
03-22-22-221010-20190000		
Tourism Development Fund		
069-500567 Promotional and Marketing Exp.	\$75,000	\$75,000

**EXPLANATION**

CaLLogix, Inc. is the only company in New Hampshire that provides the combination of fulfillment, warehousing, and call center services. The Division of Travel and Tourism Development (DTTD) is requesting this contract as a sole source. As the current vendor, CaLLogix has a large inventory of DTTD promotional materials in their warehouse awaiting fulfillment. The cost to transfer these materials to another location would be high. In addition, CaLLogix has a strong knowledge of New Hampshire and a high standard for exceptional customer service.

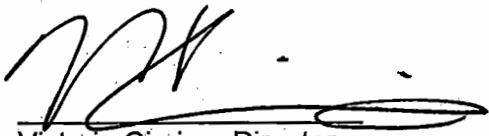


The success of New Hampshire's advertising and promotional campaign relies upon the customer service provided to travelers when requesting information either by calling the 800 number, by visiting visitnh.gov or by returning reply cards associated with a promotion. CaLLogix, Inc. processes, fulfills, and tracks all requests for printed visitor guides and highway maps. In conjunction with the website database hosting vendor SilverTech Inc., CaLLogix provides data verification services to ensure complete and accurate tourism industry information for both the website and the printed visitors guide.

DTTD looks forward to a continued partnership with CaLLogix for the call center, database management, mail fulfillment, and reporting services for marketing materials and the New Hampshire Visitors Guide.

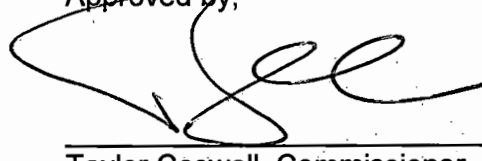
The Attorney General's office has approved this contract as to form, substance and execution.

Submitted by,



Victoria Cimino, Director  
Division of Travel and Tourism Development

Approved by,



Taylor Caswell, Commissioner  
Dept. of Business and Economic Affairs



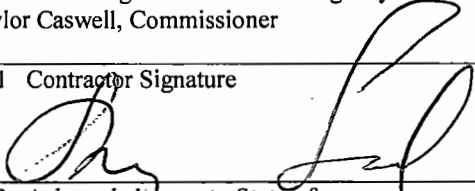
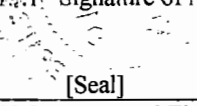
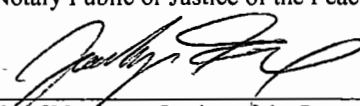
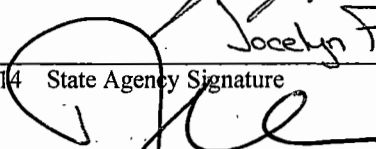
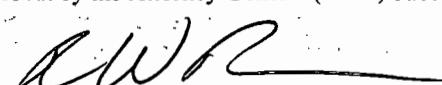
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name State of New Hampshire Department of Business and Economic Affairs		1.2 State Agency Address 172 Pembroke Road Concord, NH 03301	
1.3 Contractor Name CALLOGIX, Inc.		1.4 Contractor Address 8 Commerce Drive, Suite 202B Bedford, NH 03110	
1.5 Contractor Phone Number 603-263-2614	1.6 Account Number 10-022-20190000-500567	1.7 Completion Date June 30, 2020	1.8 Price Limitation \$150,000
1.9 Contracting Officer for State Agency Taylor Caswell, Commissioner		1.10 State Agency Telephone Number 603-271-2665	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Terry Lermal, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>May 22, 2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]   <b>JOCELYN N. FOX, Notary Public</b> My Commission Expires July 10, 2018			
1.13.2 Name and Title of Notary or Justice of the Peace Jocelyn Fox, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Taylor Caswell, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>5/30/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.  
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials

Date 5/22/08

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

## 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.


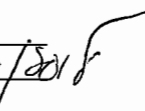
Contractor Initials   
Date 5/22/2018 

Exhibit A  
SCOPE OF SERVICES

Receipt and Handling of Inquiries

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- a. CaLLogix, Inc. (CaLLogix) shall be responsible for call center, database management, mail fulfillment, warehousing, and inventory management services for Division of Travel and Tourism Development (DTTD) as fully described as follows.
- b. DTTD shall provide CaLLogix with a fiscal year media plan that CaLLogix shall be familiar with in order to anticipate call and fulfillment volumes. This media plan provides details on dates of activity, publication names, ad types (newspaper, magazine, TV etc), and the manner in which the inquiry will be received (phone, reader service email, label, Business Response Cards etc).
- c. Inquiries for New Hampshire travel and tourism information are generated via its 800 number FUN-IN-NH, with dedicated source codes to track specific media activity; via the online order form at [www.visitnh.gov](http://www.visitnh.gov); via email and hard-copy labels from publishers offering reader service; and business reply cards.
- d. DTTD shall have the right of ownership of 800-FUN-IN-NH (800-386-4664) phone number beyond contract terms. CaLLogix claims no right of ownership of and in 800-FUN-IN-NH (800-386-4664).

Staffing

- a. CaLLogix shall provide live, toll-free operator response to all DTTD phone inquiries 24 hours a day, 365 days a year for both the USA and Canada.
- b. CaLLogix is required to provide uninterrupted service in the case of power outages, system failures and natural disasters, and provide a contingency plan to address this requirement.
- c. CaLLogix shall provide live, courteous and knowledgeable operator response in English, and preferably French-Canadian. Operators shall have a general knowledge of New Hampshire.
- d. DTTD reserves the right to visit CaLLogix's call and fulfillment centers to observe call handling, processing, and fulfillment practices and to provide training information about NH.
- e. CaLLogix shall provide trained staff to input hard-copy inquiries into database from labels, business reply cards and other sources. They shall be responsible for ensuring the BRC's are processed within a 48 hour period.
- f. CaLLogix's DTTD account supervisors/managers must be available to attend semi-annual meetings with DTTD's other agencies to create additional synergies between all partners involved with DTTD's marketing programs.
- g. A dedicated account service representative must be assigned to the DTTD tourism account for daily communication via phone, fax and email.

## Process and Handling

- a. CaLLogix shall create input screen/s in consultation with DTTD to capture name, address (including 5 US digit zip+4 codes and Canadian postal codes); email address; date of proposed visit; and source codes (supplied by DTTD). They shall have the ability to capture other information as requested. DTTD may change script seasonally, or at any time, with notice.
- b. CaLLogix will interface with DTTD Web-based order forms.
- c. CaLLogix is required to incorporate a US zip and Canadian postal code check into all call procedures.
- d. Inquiries that have a Canadian, German or UK address will be entered into a database and fulfilled by CaLLogix or may be forwarded by email on a daily basis to an agreed upon subcontractor for fulfillment. Additionally, if subcontractor is utilized, CaLLogix will receive monthly reports from the subcontractor which include details of fulfillments they have undertaken directly. These leads shall be entered into DTTD's database, but not fulfilled, and data included in monthly and annual reports.
- e. CaLLogix may receive inquiries from international countries other than those mentioned above. These will typically come from the online order form for the Guidebook on [www.visitnh.gov](http://www.visitnh.gov). DTTD shall provide CaLLogix with a list of international countries authorized for fulfillment. All other international countries not on the list are excluded and not authorized for fulfillment. In the event inquiries from an excluded country increase significantly, CaLLogix shall seek guidance from DTTD as to commencing fulfillment to the country. They will be responsible for all phases of inquiry, database management, fulfillment and reporting for these other international inquiries.
- f. Inquiries received in the aforementioned methods will be fulfilled with the New Hampshire Visitors Guide. The estimated number of annual requests is approximately 50,000.
- g. Calls requiring any additional information or clarification other than the fulfillment of a Guidebook, shall be either referred to DTTD (603-271-2665 or [www.visitnh.gov](http://www.visitnh.gov)), or referred to any additional sources as instructed by DTTD.
- h. CaLLogix shall provide a weekly "bad address" report listing and detailing the reasons for non-fulfillment and the percentage the bad addresses are of total requests received for the period.

## Standards

- a. CaLLogix is required to meet or exceed telemarketing industry standards including but not limited to the call abandonment rate and call answer time. DTTD reserves the right to request reports that document achievement of performance objectives.

## Database Management



- a. Technical specifications for the database file format will be made in consultation with DTTD. All data collected by CaLLogix as part of the contract will be organized and indexed in a format mutually agreed upon by DTTD and CaLLogix for submission to DTTD at the completion of the contract. All computerized records will include complete documentation on data storage and retrieval procedures. All data used in statistical analysis will be made accessible in formats clearly demonstrating support of data summaries presented to DTTD.
- b. Database shall remain the exclusive property of DTTD during and beyond the terms of the contract, and use by other parties is forbidden except with written consent from DTTD.
- c. CaLLogix must back up DTTD databases every 24 hours. Back-up databases must be stored at an off-site location.
- d. CaLLogix will deliver a copy of the current database to DTTD using a requested format one time per week. Delivery shall not be later than three (3) business days following each Sunday.
- e. CaLLogix will provide remote access for DTTD to its data, reports and inventory.
- f. CaLLogix may be asked to provide on a monthly basis a CD to DTTD of at least 20 actual phone calls upon request.
- g. CaLLogix will correct reported errors in ascription to counts within five (5) business days.
- h. On occasion, DTTD will require CaLLogix to access the database, and using specified criteria, select records and produce lists. Requests will be on ad hoc basis and CaLLogix must have the capability to complete such projects within five working days of each request and to produce the specified lists from any and all databases created. The cost of these reports may be in programming cost per hour.
- i. CaLLogix shall append database records with Designated Market Assignment (DMA).
- j. The ability to supply address verification (e.g. AVS, NCOA, and ACS) to the database files is mandatory.
- k. At least once a year, or upon request, CaLLogix may be asked to verify approximately 1,500-2,000 business listings by logging into the online [www.visitnh.gov](http://www.visitnh.gov) database. Each property in the database must be called up to 3 times during verification in order to confirm the business information is accurate for print in the New Hampshire Visitors Guide and on the [www.visitnh.gov](http://www.visitnh.gov) website.

#### Fulfillment

- a. Outgoing mail shall be processed through software that is at a minimum, Address Verification System, Coding Accuracy Support System (CASS) and Presort Accuracy Verification Equipment (PAVE), or similar, approved. All outgoing mail should receive maximum bar coding discounts as a result of using this software.
- b. The New Hampshire Visitors Guide shall be fulfilled to specifications determined by the

visitor guide production and printing vendor upon yearly publication.

- c. Warehouse premises must be clean, dry, secure and available for inspection prior to the commencement of the contract and at additional times throughout the period of the contract.

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- d. CaLLogix shall zip-sort requests, apply label, address, 5+4 zip code and bar code, and mail within two (2) working days of receipt of request. Guidebooks are bulk mailed, as determined by USPS weight regulations, unless otherwise approved by DTTD. They are responsible for all permits and obtaining best possible postage discounts.
- e. On occasion, CaLLogix will undertake special mailings on behalf of DTTD to selected addresses from its database which may include multiple pieces and require insertion into envelopes.
- f. All domestic mailings shall be prepared in accordance with US Postal Service regulations, and all mail will be delivered by CaLLogix to the appropriate US Postal Office. All U.S. mail will have a New Hampshire postmark. DTTD shall be reimbursed for any returns that have an incorrect or incomplete mailing address.
- g. International mailings shall be screened to ensure they are on the eligible country list provided by DTTD and shall be mailed in accordance with international mail or courier regulations. DTTD shall not pay for any fulfillment sent to a country not listed on its eligible country list.
- h. CaLLogix is required to secure the most cost effective and timely manner for delivering fulfillment literature for domestic and international mailings.
- i. Requests for multiple copies of the Guidebook (more than two) shall be referred to DTTD for approval.

### Reports

- a. CaLLogix shall be required to generate computerized inventory and fulfillment activity reports on a weekly basis, or more frequently if requested which must include opening balance of books in stock; quantities shipped bulk, first class and foreign; total sent per month; quantity ordered but not shipped (i.e. "in process"), closing balance; along with funds expended/available in the postage account. These reports should show weekly activity, monthly activity, year to date activity, and comparison to previous year activity.
- b. CaLLogix shall receive monthly reports from the subcontractors in Canada, Germany and the UK as mentioned above should subcontractors be used. Fulfillment activity from these foreign reports shall be sent by the 5<sup>th</sup> of each month to CaLLogix and DTTD, and shall be incorporated into CaLLogix's monthly reports.
- c. CaLLogix shall provide monthly and cumulative year-to-date reports of:
  - Inquiries detailed by source (e.g. publication name), type (e.g. phone), state/country and date, and combinations thereof as directed by DTTD.
  - Bulk shipments for any multiple orders of literature showing quantity, address, shipping date, method and cost.

- Special reports for ad hoc projects such as direct mail campaigns and projects involving multiple cooperative partners.
  - Postage and courier expenditures.
  - Expenses to include telephone usage (including incomplete calls), data input, handling/processing, postage (including returns to be credited), programming, storage, emailing to subcontractors, meetings and account services, and all other costs as requested by DTTD.
- d. On occasion CaLLogix will be required to provide more timely reports, on a daily or weekly basis.
- e. Reports are due by the 10<sup>th</sup> of each month.
- f. Reports shall include back-up receipts showing expenses incurred for telephone usage, bulk mail, first class mail, couriers, and expenditures incurred by the international subcontractors.

#### Program Development

- a. CaLLogix shall work with DTTD to enhance the database-driven Customer Relationship Marketing (CRM) Program that will utilize state of the art electronic and email strategies to ascertain customers' travel interests and record them in DTTD's database in a searchable format.
- b. CaLLogix agrees to provide recommendations when requested by DTTD for improving productivity, process, or efficiencies of, DTTD mail, email, or CRM marketing.

#### Transition

- a. CaLLogix shall pay to move inventory from current vendor's fulfillment location to new Contractor's fulfillment location, should the current vendor be replaced.
- b. Any remaining balance of the pre-paid postage account shall be credited towards the total amount due on the final invoice of the contract.
- c. CaLLogix shall agree to continue providing any part or all services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed sixty (60) calendar days after expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

Exhibit B  
Payment Terms

<u>Activity</u>	<u>Price Per Unit</u>
Yearly Standard Mail Permit Fee	\$185/year
Monthly Database Management Fee	\$150/month
Fulfillment per package preparation	\$0.25/package
Map fulfillment per piece	\$0.32/piece
Map envelope cost per piece	\$0.16/piece
Data Uploads per record	\$0.10/record
Web Uploads per record	\$0.15/record
Data Entry- BRC Cards per record	\$0.40/record
Programming charges	\$85/hour
Inventory Storage Rate	\$7.75/pallet/month
Stock Receiving Charges	\$30/hour
Telemarketing Live Calls	\$0.87/minute
Bulk (Boxed) Fulfillment	\$3.37/order plus \$1.88/SKU
Data Verification	\$26/hour

Contract price is not to exceed \$150,000 for a two-year period. The breakdown is as follows:

- FY19 not to exceed \$75,000
- FY20 not to exceed \$75,000

The Contractor shall invoice on a monthly basis. The State will pay within 30 days of invoice date.

Exhibit C  
Special Provisions

There are no special provisions in this contract.

# State of New Hampshire

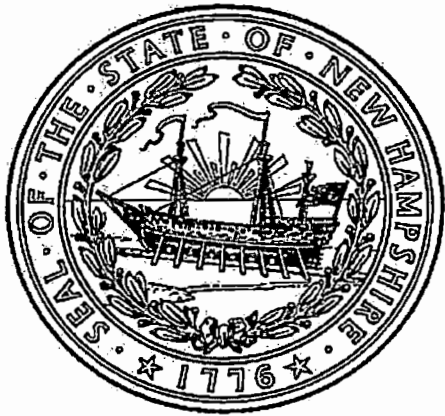
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CALLOGIX, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on April 27, 2005. 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: 535141

Certificate Number: 0004078858



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 10th day of April A.D. 2018.

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

William M. Gardner  
Secretary of State

# CALLOGIX, INC.

## Action by Written Consent in Lieu of Special Meeting of the Board of Directors

May 2, 2018

The undersigned being all the members of the Board of Directors of CaLLogix, Inc., a Delaware corporation (the "Company"), and acting in accordance with Sections 141(f) and 229 of the General Corporation Law of the State of Delaware, hereby waive notice of meeting and consent to the adoption of the following resolutions and agree that said resolutions shall have the same effect as if duly adopted at a meeting of the Board of Directors of the Company duly called and held for the purposes set forth below.

### **Authority of Certain Officers**

RESOLVED: That Sherry Leonard, the President of the Company (the "Designated Officer"), is hereby authorized to sign and deliver an agreement with the State of New Hampshire Department of Business and Economic Development in the name of the Company.

### **General**

RESOLVED: That all actions heretofore taken by or on behalf of the Designated Officer in connection with those matters covered by the foregoing resolutions be, and hereby are, approved, ratified and confirmed in all respects.

RESOLVED: That the Designated Officer of the Company be, and hereby is, authorized in the name and on behalf of the Company to do and perform all such acts and to execute and deliver all such instruments and documents as such Designated Officer deems necessary or appropriate to effectuate the purpose of the foregoing resolutions and any and all actions heretofore taken are hereby approved, ratified and confirmed.

RESOLVED: That this Consent may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document; that this Consent may be executed by facsimile.

RESOLVED: That this Consent be filed with the records of the Company.

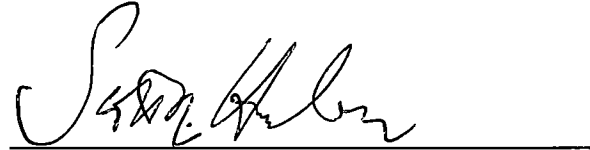
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Executed as of the date first set forth above.

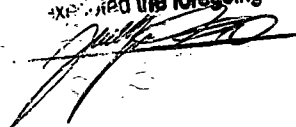
**DIRECTORS:**



Paul Giovacchini



Scott Humber

County of Hillsborough, ss.  
State of New Hampshire  
On this 2 day of May, 2018  
Paul Giovacchini, Scott Humber,  
known to me or proven to be the instrument subscriber,  
personally appeared before me and acknowledged that  
they executed the foregoing instrument.  
 Notary Public



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/19/2018

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

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

PRODUCER CGI Insurance 171 Londonderry Turnpike Hooksett NH 03106	CONTACT NAME: Kendra Cote	
	PHONE (A/C, No, Ext): (603) 232-9306 FAX (A/C, No): (603) 622-4618 E-MAIL ADDRESS: kcote@cgibusinessinsurance.com	
INSURED CaLLogix Inc 8 Commerce Drive Bedford NH 03110	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Selective Insurance Group, Inc.	12572
	INSURER B: Hanover Insurance Company	22292
	INSURER C: Homeland Insurance Co of NY	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 17/18 Master REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		S229004800	10/19/2017	10/19/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		S229004800	10/19/2017	10/19/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTIONS \$ 0		S229004800	10/19/2017	10/19/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y N/A	WC905765700 3 (a) State(s): NH	10/19/2017	10/19/2018	<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		LHVD06879901	10/19/2017	10/19/2018	Per Occurrence/Aggregate \$5,000,000 Deductible \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Excluded Officer(s): Sherry Leonard

Cyber Liability Coverage: Indemnity Insurance Company of North America #G28925487002 - 10/19/2017 - 10/19/2018: Limit \$1,000,000 Deductible \$10,000

CERTIFICATE HOLDER State of New Hampshire Dept. of Business & Economic Development 172 Pembroke Road Concord, NH 03301	CANCELLATION 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 David Herod/KDC