

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

172 Pembroke Road, Concord, New Hampshire 03301

603-271-2665

-912 48

FAX: 603-271-6870

TRAVEL GUIDE: 800-386-4664 WEBSITE: www.visitnh.gov E-MAIL: travel@dred.state.nh.us

August 21, 2017

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

#### **REQUESTED ACTION**

Authorize the Department of Business and Economic Affairs, Division of Travel and Tourism Development (DTTD) to enter into a **SOLE SOURCE** contract with Granite State Ambassadors, Inc. (VC #158639) of Manchester, New Hampshire in an amount of \$136,000 for tourism related training and volunteer coordination upon Governor and Council approval through June 30, 2019. 100% General Funds.

Funding for FY2018 and FY2019 is contingent upon availability and continued appropriation of funds, as follows, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

03-22-22-221010-20130000		FY2018	FY2019
Division of Travel - Tourism			
069-500567 Promotional Marketing Exp.		\$ 60,600	\$ 60,600
03-22-22-221010-22630000			
Division of Travel - Tourism			
069-500567 Promotional Marketing Exp.		<b>\$</b> 7,400	\$ 7,400
	Totals:	\$ 68,000	\$ 68,000

#### **EXPLANATION**

Granite State Ambassadors, Inc., (GSA) is a non-profit organization created to train, manage and

service New Hampshire's tourism industry through volunteer certification and coordination. For more than 15 years, DTTD has partnered with GSA to staff key consumer shows, as well as to provide product, service, and hospitality training. Additionally, GSA volunteers augment DTTD staff by serving in a visitor service capacity at Safety Rest Areas and other key entry point locations throughout the state.

Concurred,

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

Respectfully submitted,

Victoria Cimino, Director

Division of Travel & Tourism Development

Taylor Caswell Commissioner

Department of Business & 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. IDENTIFICATION.						
1.1 State Agency Name		1.2 State Agency Address				
State of New Hampshire Departr	ment of	172 Pembroke Road				
Business and Economic Affairs		Concord, NH 03301				
1.3 Contractor Name		1.4 Contractor Address				
Granite State Ambassadors, Inc.		241 Pine Street, Suite 1				
		Manchester, NH 03103				
		ividiferester, 1411 05105				
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation			
Number	1.0 Heedin Tumeer	1.7 Completion Bate	1.6 The Elimination			
240-621-0638	10-022-2013000-500567	June 30, 2019	\$136,000			
240-021-0030	10-022-2269 2000-5000	<b>1</b>	\$150,000			
1.9 Contracting Officer for Stat		1.10 State Agency Telephone N	umbar			
_		603-271-2665	umber			
Victoria Cimino, Interim Commi	issioner	003-2/1-2003				
1.11 Contractor Signature		1.12 Name and Title of Contract	oton Cionoton			
1.11 Contractor Signature		1.12 Name and Thie of Contrac	ctor Signatory			
	manufacture of the	11112	1, 2, 1			
		Kelly Bryw, E.	fective Director			
112 41 11 11 11		'				
1.13 Acknowledgement: State	of New Hai mpsh' County of H	115 Borough				
$O_n = 7/3/7$ , before	.1 1 : 1 00 11	1.1	11 1 1 1 1 2 2 2 6 2 2			
l ,	the undersigned officer, personall					
	ame is signed in block 1.11, and ac	knowledged that s/he executed thi	s document in the capacity			
indicated in block 1.12.						
1.13.1 Signature of Notary Publ						
Ufichelle Th	<b>)</b>					
Lyane	EMLYU-					
[~~4]	•					
1.13.2 Name and Title of Notar						
Michelle L. D	emician Notro					
Michelle L. Demizian, Notary						
1.14 State Agency Signature / 1.15 Name and Title of State Agency Signatory						
	Date: 8/22/17					
	Date: O( )					
1.16 Approval by the N.H. Dep	artment of Administration, Division	n of Personnel (if applicable)				
By:		Director, On:				
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)						
By: 11/1		On: 0/7/1/1				
5). // ///// 8/30/17						
1.18 Approval by the Governor	and Executive Council (if applica	(b/a)				
1.16 Approval by the Governor	and Executive Council (ij applica	wiej				
By:		On:				
2,.		<b></b>				

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 7 13 17

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#### **AGREEMENT**

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

#### GENERAL PROVISIONS

1. IDENTIFICATION.					
1.1 State Agency Name		1.2 State Agency Address			
State of New Hampshire Department of		172 Pembroke Road			
Business and Economic Affairs		Concord, NH 03301			
1.3 Contractor Name		1.4 Contractor Address			
Granite State Ambassadors, Inc.		241 Pine Street, Suite 1			
		Manchester, NH 03103			
1.5 Contractor Phone 1.6 Accou	nt Number 🥠	1.7 Completion Date	1.8 Price Limitation		
Number	1				
	3000-500567 ^	June 30, 2019	\$136,000		
	263000-500567				
1.9 Contracting Officer for State Agency		1.10 State Agency Telephon	e Number		
Victoria Cimino, Interim Commissioner		603-271-2665			
1.11 Contractor Signature		1.12 Name and Title of Cor			
		1/1/2	$I \cap I$		
		Kelly Dryer, Tx	ective Director		
1.13 Acknowledgement: State of New Hav	upshicounty of H	11/Sbever1L			
, , , , , , , , , , , , , , , , , ,	ned officer, personall	y appeared the person identific	ed in block 1.12, or satisfactorily		
proven to be the person whose name is signed indicated in block 1.12.	in block 1.11, and ac	knowledged that s/he executed	d this document in the capacity		
1.13.1 Signature of Notary Public or Justice of the Peace					
Michelle Maneya					
1.13 2 Name and Title of Notary or Justice of the Peace					
Michelle L. Demirjian, Notary					
1.14 State Agency Signature 1.15 Name and Title of State Agency Signatory					
1.14 State Agency Signature  Date: 8 27 1 1.15 Name and Title of State Agency Signatory					
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: All	By: All On: 8/30/17				
1.18 Approval by the Governor and Executive Council (if applicable)					
Ву:		On:			

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 \$1,000,000per 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 11517

## EXHIBIT A SCOPE OF SERVICES FY 2018 – 2019

Following is the scope of services including customer service, consumer event management, training program and development, and volunteer services which will be performed by Granite State Ambassadors (GSA) while acting as a partner with the New Hampshire Department of Resources and Economic Development, Division of Travel and Tourism Development (DTTD).

#### 1. TOURISM EVENTS

- 1.1.GSA will manage and coordinate DTTD's participation in selected in-state events. Responsibilities include, but not limited to: registration, staffing, material/display storage, inventory tracking, transportation, and setup.
- 1.2. GSA will represent DTTD at the following annual in-state tourism industry events:
  - New Hampshire Magazine's Best of NH Party
  - New England Brew Fest
  - Made in New Hampshire Expo
  - The New Hampshire Farm & Forest Exposition
  - The New Hampshire Camping and RV Show
  - Other events mutually agreed upon
- 1.3. GSA will coordinate and manage DTTD's information booth within the New Hampshire Building at the Big E in West Springfield, Massachusetts. Responsibilities include but not limited to: volunteer management, brochure management (inventory and tracking), onsite supervision, booth maintenance, and Big E project report. GSA will develop, execute, and maintain an Event Volunteer Policy to be approved by DTTD.

#### 2. SAFETY REST AREA SUPPORT

- 2.1. GSA will develop informational resources that may include printed handouts, pocket guides, signage, blogs, newsletter content, and website content. The informational services will focus on the ability to assist with visitor inquiries and to improve staff knowledge of statewide tourism product. Materials must be preapproved by DTTD prior to implementation or distribution.
- 2.2. GSA will solicit and train volunteers, coordinate scheduling, and provide volunteer schedules to DTTD for the Safety Rest Area locations requested by DTTD.

- 2.3. GSA will develop and implement a plan to increase the volunteer base in the North Country Region. Upon DTTD approval, GSA will implement and manage the plan.
- 2.4. DTTD will ensure Bureau of Visitor Services staff is on duty during all hours of operation at the centers and while GSA staff or volunteers are serving. DTTD will provide two weeks advanced notice prior to opening new volunteer opportunities.
- 2.5. GSA is not required to fill all shifts requested by DTTD at the Safety Rest Areas. GSA will promote all Safety Rest Area volunteer opportunities throughout the state to certified GSA staff and volunteers on a regular basis.
- 2.6. GSA will distribute official DTTD produced promotional publications and literature to the Manchester-Boston Regional Airport. GSA must provide at least three days' notice before obtaining publications and literature from DTTD.

#### 3. TRAINING PROGRAMS

- 3.1. GSA will develop and conduct three (3) Customer Service Trainings in coordination with DTTD for DTTD staff. GSA is responsible for recommending subject matter, the development of the training, conference space logistics, invites/RSVPs, and ensuring the training is tailored to any unique needs of the regional tourism economy and product. Training agenda and materials must be pre-approved by DTTD at least two weeks prior to training start date.
- 3.2. GSA will allow all DTTD staff to participate in the Granite State Ambassador Certification Training and will recognize all DTTD staff who complete the training as certified for the duration of their employment with DTTD without requirement of renewal or additional fees.
- 3.3. GSA will receive DTTD's endorsement to independently apply for and manage the U.S. Travel Association's National Travel Counselor Training Program for New Hampshire's tourism industry. If approved, all DTTD staff will have the opportunity to participate for national certification at no cost. In order to receive DTTD's endorsement, GSA must obtain DTTD's approval on presentation and testing prior to applying.

#### 4. RESEARCH AND REPORTING

4.1. GSA will conduct research using methodology as agreed upon by DTTD to better understand staff needs and ways to maintain and improve how DTTD serves the visitor. The research report will be delivered by June 30, 2018.

- 4.2. GSA will provide a monthly report to DTTD that includes: summary of completed activities, general project status, anticipated projects for the subsequent month, relevant media articles regarding best practices and innovation relating to customer service, competitive information obtained from monitoring other state Safety Rest Areas or their equivalent, and volunteer activities as they pertain to DTTD. All regular monthly reports will be delivered by the 15<sup>th</sup> of each month and delivered with the invoice.
- 4.3. GSA will prepare and deliver separate reports following the completion of each event as detailed in Section 1that will include: a project summary, description of activities, variable factors affecting result, the number of volunteers and volunteer hours, the type and amount of literature distributed, overall event attendance, year-over-year comparison, and other useful data as related to the program, and future recommendations.

# EXHIBIT B PAYMENT TERMS

Granite State Ambassadors (GSA) will invoice DTTD by the 15<sup>th</sup> day of each month a monthly retainer for agency fees, labor, material, ongoing overhead costs, subscriptions, memberships, transportation and travel expenses, and reporting. Consumer event registration fees, room rental expenses, and general out-of-pocket expenses will be billed on the monthly invoice in which the expense was accrued. Itemized monthly invoices for all other expenses are to be submitted by the 15<sup>th</sup> of the following month. Total amounts for the following categories will not exceed amounts specified below unless by written agreement by both parties. Total expenses for all services shall not exceed the total contract award for each fiscal year of \$68,000 USD. State payment terms are net 30.

Retainer fees	\$ 55,800
Tourism Events	
Registrations & Exhibitor Fees	\$ 5,200
Out of Pocket Expenses	\$ 5,000
Welcome Information Center Support	
Out of Pocket Expenses	\$ 1,000
Training Programs	
Out of Pocket Expenses	\$ 1,000
Total	\$ 68,000

GSA will provide a written estimate of work for client approval in advance of beginning work on projects. Should there be a change in scope of services to be provided, GSA will revise the estimate and seek approval from DTTD before proceeding. The signed estimate indicates approval to proceed.

### EXHIBIT C SPECIAL PROVISIONS

Due to the nature of this contract where the vendor is providing personal services, training and management of volunteers, the provisions of Section 14.1.1. are waived

# 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 GRANITE STATE AMBASSADORS, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 04, 1999. 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: 307479** 



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 13th day of July A.D. 2017.

William M. Gardner

Secretary of State



## SIGNING AUTHORIZATION

At a special meeting of the Board of Directors for NH Granite State Ambassadors, Inc., held on July 13th, 2017 the following resolution was passed:

Resolved that Margaret (Gretchen) S. Ziegler, Chair; Kelly Bryer, Executive Director; have authorization to enter into contracts and agreements on behalf of NH Granite State Ambassadors, Inc.

The above-mentioned resolution is effective immediately.

7/13/17

Signature

Date

Peter A. Morgan, Board of Directors/Founder

Printed Name & Title

MICHELLE L. DEMIRJIAN Notary Public - New Hampshire My Commission Expires December 20, 2018

Ufichelle Minerjear
7/13/17



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/14/2017

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

Ce	ertificate holder in lieu of such endors	sement	(s).						
PRO	DUCER			CONTAC NAME:	<sup>CT</sup> Barbara	Souza,	ACSR, AAI		
FIAI/Cross Insurance			PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331				645-4331		
1100 Elm Street			E-MAIL ADDRESS: bsouza@crossagency.com						
							DING COVERAGE		NAIC #
Mar	chester NH 031	.01		INSURE	RA:Ace Am	erican In	surance Co	mpany	
INSU	RED			INSURER A: Ace American Insurance Company INSURER B:					
Gra	nite State Ambassadors Inc	, DI	BA: NHGSA	INSURE					
241	. Pine Street			INSURE					
Sui	te 1			INSURE					
Mar	chester NH 031	.03		INSURE					
CO	VERAGES CER	TIFICA	TE NUMBER:17-18 WC				REVISION NUI	MBER:	
IN CE E)	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		ADDL SU INSD W			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS	
	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE OCCUR						EACH OCCURRENT	ED .	
	SE IIIIS-INIDE DOCON						PREMISES (Ea occ MED EXP (Any one	all othor)	
							PERSONAL & ADV	·	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGRE		
	POLICY PRO- LOC						PRODUCTS - COM		
	OTHER:							\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE (Ea accident)	ELIMIT \$	
	ANY AUTO						BODILY INJURY (P	er person) \$	
	ALL OWNED SCHEDULED AUTOS						BODILY INJURY (P	er accident) \$	
	HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAG (Per accident)	GE \$	
								\$	
	UMBRELLA LIAB OCCUR						EACH OCCURREN	CE \$	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	
	DED RETENTION \$						1050	\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		6S62UB4815P09117				X PER STATUTE	OTH- ER	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under		N/A	(3a.) NH				E.L. EACH ACCIDE	NT \$	500,000
			All officers included	4/17/2017	4/17/2018	E.L. DISEASE - EA	EMPLOYEE \$	500,000	
_	DÉSCRIPTION OF OPERATIONS below						E.L. DISEASE - PO	LICY LIMIT \$	500,000
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (AC	ORD 101, Additional Remarks Sched	lule, may	be attached if m	ore space is requ	uired)		
CEF	RTIFICATE HOLDER			CANC	ELLATION				
NH Division of Travel and Tourism 172 Pembroke Road 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  B Souza, ACSR, AAI/JS					
					<b>ര</b> 40	88-2014 AC	ORD CORPOR	ATION Alleid	thte recented