



STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
**DIVISION OF ECONOMIC DEVELOPMENT**

172 Pembroke Road Concord, New Hampshire 03301  
Phone: 603-271-2341 www.nheconomy.com

April 7, 2016

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

1. Authorize the Department of Resources and Economic Development, Division of Economic Development, to enter into a contract with ROI Research On Investment, Inc. (VC# 272105), Montreal, Quebec, in the amount of \$15,000 to assist the Division of Economic Development with inviting decision-makers of companies in Quebec Province to a private business event and to follow-up with invitees to secure 30 affirmative RSVPs, upon Governor and Executive Council approval through December 31, 2016. **100% General Fund**
2. Further authorize the Department to make an initial disbursement in the amount of \$3,750 to ROI Research on Investment, Inc. in accordance with the terms of the contract.

Funding is available as follows:

	<b>FY16</b>	<b>FY17</b>	<b>Total</b>
03-35-35-350510-36000000 Economic Development Administration 102-500674 Contracts for Program Services	\$3,750	\$11,250	\$15,000

**EXPLANATION**

Part of the mission of the Division of Economic Development (DED) is to attract companies to New Hampshire. Over the last several years, DED has conducted outreach to Quebec-based businesses about the benefits of siting a facility in New Hampshire. To follow up on this outreach and to engage with additional companies in Quebec who may be considering a relocation/expansion to the Northeast United States, DED plans to host a private event in Montreal in the fall of 2016.

In February 2016, a Request for Proposals for "*Recruitment Services for Private Business Event*" was advertised on the Department of Administrative Services' website. Four (4) vendors submitted proposals by the closing date of March 18, 2016. ROI Research On Investment (ROI) was recommended by a review committee as they scored the highest because their services matched most closely the scope of work in the RFP and their team has the most relevant experience. The prices offered by the four vendors ranged from \$9,200 to \$22,900. A summary of the scoring and list of review committee members is attached for your information.

A French speaking contractor is required to assist DED with the intensive outreach that must be done to ensure a successful event. For this project ROI will: provide high-level contacts for at least 200 Quebec businesses, in addition to DED's existing list of about 200; will send invitations to and follow up with multiple phone calls to all

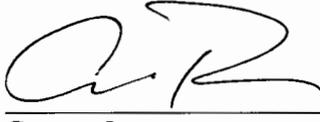
400 companies to secure at least 30 RSVPs in the affirmative; will follow-up with registrants to re-confirm attendance; and will assist with French language services at the event itself.

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

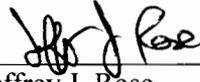
(4)

Respectfully submitted,

Concurred,



Carmen Lorentz  
Director



Jeffrey J. Rose  
Commissioner

## Evaluation Scoring Sheet

### RFP 2016- 11 , Recruitment Services for Private Business Event

	Experience & Qualifications of Key Staff Max Points (40)	Scope of Work Max Points (30)	Cost Points Max Points (20)	TOTAL 70 Points Max
Research Consultants International	8	7	5	19
ROI	40	28	10	70
CIDEP	27	18	15	60
ALTIOS	18	10	20	48

## Evaluation Scoring Sheet

### Research Consultants International

	Experience & Qualifications of Key Staff Max Points (40)	Scope of Work Max Points (30)	Cost Points Max Points (20)	TOTAL
<b>Carmen Lorentz</b> DRED - DED	10	10	5	25
<b>Michael Bergeron</b> DRED - DED	8	5	5	18
<b>Cindy Harrington</b> DRED - DED	5	5	5	15
<b>Subtotal:</b>	<b>23</b>	<b>20</b>	<b>15</b>	<b>58</b>
<b>Average</b>	<b>8</b>	<b>7</b>	<b>5</b>	<b>19</b>

## Evaluation Scoring Sheet

ROI				
	Experience & Qualifications of Key Staff Max Points (40)	Scope of Work Max Points (30)	Solution Cost Points (\$125,000) Max Points (20)	TOTAL
<b>Carmen Lorentz</b> DRED - DED	40	28	10	78
<b>Michael Bergeron</b> DRED - DED	40	28	10	78
<b>Cindy Harrington</b> DRED - DED	40	27	10	77
<b>Subtotal:</b>	120	83	30	233
<b>Average</b>	40	28	10	78

## Evaluation Scoring Sheet

### CIDEP

	Experience & Qualifications of Key Staff Max Points (40)	Scope of Work Max Points (30)	Solution Cost Points Max Points (20)	TOTAL
<b>Carmen Lorentz</b> DRED - DED	20	25	15	<b>60</b>
<b>Michael Bergeron</b> DRED - DED	30	15	15	<b>60</b>
<b>Cindy Harrington</b> DRED - DED	30	15	15	<b>60</b>
<b>Subtotal:</b>	<b>80</b>	<b>55</b>	<b>45</b>	<b>180</b>
<b>Average</b>	<b>27</b>	<b>18</b>	<b>15</b>	<b>60</b>

## Evaluation Scoring Sheet

### ALTIOS

	Experience & Qualifications of Key Staff Max Points (40)	Scope of Work Max Points (30)	Solution Cost Points (\$125,000) Max Points (20)	TOTAL
<b>Carmen Lorentz</b> DRED - DED	20	10	20	50
<b>Michael Bergeron</b> DRED - DED	15	10	20	45
<b>Cindy Harrington</b> DRED - DED	18	10	20	48
<b>Subtotal:</b>	<b>53</b>	<b>30</b>	<b>60</b>	<b>143</b>
<b>Average</b>	<b>18</b>	<b>10</b>	<b>20</b>	<b>48</b>

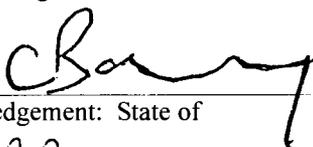
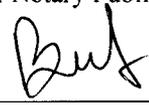
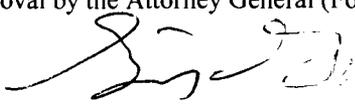
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Resources and Economic Development		1.2 State Agency Address 172 Pembroke Road, Concord, NH 03301	
1.3 Contractor Name ROI Research On Investment Inc.		1.4 Contractor Address 416 Maisonneuve West, Suite 1000 Montreal, Quebec H3A 1L2	
1.5 Contractor Phone Number 1-514-495-5231	1.6 Account Number 36000000-500674	1.7 Completion Date 12-31-2016	1.8 Price Limitation \$15,000
1.9 Contracting Officer for State Agency Carmen Lorentz, Director, Division of Economic Development		1.10 State Agency Telephone Number 603-271-2341	
1.11 Contractor Signature  		1.12 Name and Title of Contractor Signatory Conor Barry, Vice President, Finance & Administration	
1.13 Acknowledgement: State of <u>Quebec</u> , County of <u>CANADA</u> On <u>Montreal, Qc</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 he/she executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  <div style="display: flex; align-items: center;"> <div style="margin-right: 20px;">[Seal]</div>  </div>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>BOUKAMIRA, RACHIDA</u>			
1.14 State Agency Signature  		1.15 Name and Title of State Agency Signatory Jeffrey J. Rose, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: <u>N/A</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: <u>5/4/16</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

Agreement. This provision shall survive termination of this Agreement.

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 14. INSURANCE.

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT A**  
**SCOPE OF SERVICES.**

The objective of this project is for ROI Research on Investment (ROI) to obtain at least 30 RSVPs in the affirmative for a private business event hosted by the Department of Resources and Economic Development, Division of Economic Development (DED) in Montreal, Quebec in October 2016. The following activities are required as part of this project:

**Step 1: Developing the Database**

ROI will provide a list of 200 target companies (in addition to DED's list) based on DED's target industry sectors. If necessary, ROI will supplement its database to ensure a sufficient number of targeted companies. ROI will also tap into the industry networks to promote the event to its members. ROI will target the management of companies including Vice Presidents and Chief Executive Officers.

In order to manage the event registration process, ROI will build and manage a landing page that is capable of receiving on-line registrations. ROI will further use the website to inform people about the event. The website will also enable event sponsors to add a link to the event website to further promote the seminar. The website will be in both French and English and will be approved by DED prior to launch.

**Step 2: Email Blast/On-Line Promotion**

ROI will work with DED staff to draft an invitation letter, including translation of the letter into French. (DED will be responsible for sending a hard copy invitation letter to each company in the database.) ROI will design a follow up email that will be sent out to target companies, consistent with the design of the event website. ROI will provide a copy of the proposed design and content to the DED team for approval. ROI will further promote the business event via relevant on-line business networking and social networking sites. ROI will further use these sites to direct interested participants to the event landing page for more information regarding the business event and registration.

**Step 3: Follow-up & Registration**

ROI will call targeted companies to follow up on the hard copy and email invitations. ROI will call each company a maximum of 5 times. Once ROI reaches the targeted executive, an attempt will be made to register the person over the phone. If requested, ROI will send an email and follow-up within a few days in order to ensure the email was received. Once an executive has confirmed that he/she is interested in attending the event, ROI will send a confirmation email as well as a calendar invite reminding them of the date and time. In addition, one week before the event, ROI will call all of the registrants to re-confirm their attendance.

**Step 4: Reporting**

ROI will provide weekly updates to DED detailing: number and names of individuals registered, number of people who declined, number of people requesting more information, and number of calls executed. This will all be provided to the DED in a final report as well as an excel document including all attendees and no-show contact information.

**Other Duties:**

As part of this mandate the ROI team will also provide recommendations on venues for the event and will provide at least two French-speaking staff to attend the event to assist with registration and other logistics. All materials provided by DED will be translated into French by the ROI team.

**EXHIBIT B**  
**PAYMENT TERMS**

**Contract Price**

Contract price shall not exceed:       \$15,000

**Method of Payment**

Payments shall be made as follows:

Payment 1: \$3,750 Upon G&C Approval

Payment 2: \$3,750 July 1, 2016

Payment 3: \$3,750 September 1, 2016

Payment 4: \$3,750 Upon Completion of the Mandate

**Term**

This contract shall commence upon approval of the Governor and Executive Council with a completion date of December 31, 2016.

**EXHIBIT C**  
**SPECIAL PROVISIONS**

There are no special or additional provisions to this contract.

## CERTIFICATE OF VOTE

I, Conor Barry, Vice-President, Finance & Administration, of ROI Research on Investment Inc. ("Corporation"), a Montreal, Quebec corporation, do hereby certify that:

1. I maintain and have custody of and am familiar with the Seal and Minute books of the Corporation;
2. I am duly authorized to issue certificates;
3. The following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors, held on February 15, 2016 which meeting was duly held in accordance with Canadian law and the by-laws of the Corporation.

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department Resources and Economic Development ("State"), providing for the performance by the Corporation of certain business event planning services, and that the President (any Vice president) (and the Treasurer) (or any of them acting singly) be and hereby is/are authorized and directed for and on behalf of this Corporation to enter into said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions, or modification thereto) as (she) (he) (any of them) may deem necessary, desirable, or appropriate to accomplish the same;

**RESOLVED:** That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

The foregoing resolutions have not been revoked, annulled, or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below:

Steven Jast	President Name
Conor Barry	Vice President Name
Conor Barry	Treasurer Name

IN WITNESS WHEREOF, I have hereunto set my hand as the  
Vice-President, Finance & Administration \_\_\_\_\_ of the Corporation and have affixed its corporate seal this  
(Title)

\_\_\_\_\_ 5<sup>th</sup> day of \_\_\_\_\_ April \_\_\_\_\_, 20 16 .

Signature



TO BE COMPLETED BY A NOTARY PUBLIC (OR YOU CAN PROVIDE THE CANADIAN VERSION OF A NOTARY PUBLIC ACKNOWLEDGEMENT)

STATE OF Quebec

COUNTY OF Canada

On this, the 06 day of AVRIL, 2016, before me,

[Signature], the undersigned officer, personally appeared

\_\_\_\_\_ , who acknowledge her/himself to be the

Commissaire à l'assurément of Boukamira Rachida, a  
(Title) (Name of Corporation)

corporation, and that she/he, as such Commissaire à being authorized to do so,  
(Title) L'assurément

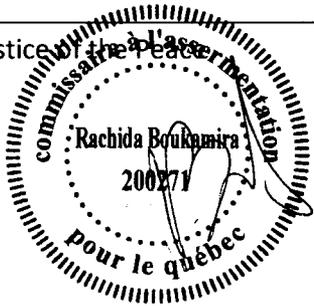
executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by

her/himself as Boukamira Rachida.

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

\_\_\_\_\_  
Notary Public/Justice of the Peace

My commission expires: N/A





# State of New Hampshire

## Department of State



Accepted Date: **4/6/2016**

Business Name: **ROI RESEARCH ON INVESTMENT INC.**

Principal Office Address: **416 de Maisonneuve West, Suite 1000, Montreal, Quebec, H3A 1-1L2, CAN**

RE: Acceptance of Business Formation

This letter is to confirm the acceptance of the following business formation:

Business ID: **741591**

Tracking#: **3287248**

Effective Date: **04/05/2016**

Payment Transaction #: **103458**

To maintain your business registration in good standing, you must maintain a Registered Agent at all times. You must also file an annual report no later than April 1st of each year. To file your annual report please go to <http://www.sos.nh.gov/corporate/annualreport/>.

It is incumbent upon you to keep this office informed of address or email changes to ensure that all communications from our office reaches you. There is no charge for address changes.

Please visit our website for helpful information regarding all your business needs. If you require assistance or should you have any questions, you may contact the Corporation Division using the information provided below. Please reference your Business ID in your communication.

Thank you.  
New Hampshire Department of State  
Corporation Division



# State of New Hampshire Department of State



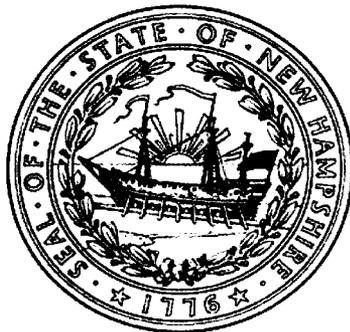
## CERTIFICATE OF AUTHORITY OF

### ROI RESEARCH ON INVESTMENT INC.

The undersigned, as Secretary of State of the State of New Hampshire, hereby certifies that an Application of ROI RESEARCH ON INVESTMENT INC. for a Certificate of Authority to transact business in this State, duly signed pursuant to the provisions of the New Hampshire Business Corporation Act, has been received in this office.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Authority to ROI RESEARCH ON INVESTMENT INC. to transact business in this State under the name of ROI RESEARCH ON INVESTMENT INC. and attaches hereto a copy of the Application for such Certificate.

**Business ID:** 741591



IN TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 5th day of April, 2016 A.D.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

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**Mailing Address** - Corporation Division, NH Department of State, 107 North Main Street, Room 204, Concord, NH 03301-4989

**Physical Location** - State House Annex, 3rdFloor, Room 317, 25 Capitol Street, Concord, NH

**Phone:** (603)271-3246 | **Fax:** (603)271-3247 | **Email:** corporate@sos.nh.gov | **Website:** sos.nh.gov

**Corporate Resolution**

I, Steven Jast, hereby certify that I am duly elected President of  
*(Name)*

ROI Research on Investment Inc. I hereby certify the following is a true copy of a vote taken at  
*(Name of Corporation or LLC)*

a meeting of the Board of Directors/shareholders, duly called and held on February 15, 20 16  
at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That Conor Barry, Vice-President Finance and Administration, is duly authorized to  
*(Name and Title)*

enter a Contract on behalf of ROI Research on Investment Inc. with the  
*(Name of Corporation or LLC)*

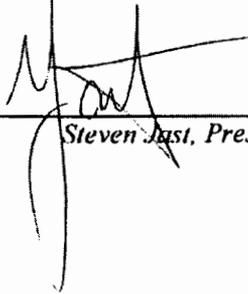
Department of Resources and Economic Development State of New Hampshire and further is  
*(Name of State Agency)*

Authorized to execute any documents which may in his/her judgment be  
desirable or necessary to effect the purpose of this vote.

**I hereby certify** that said vote has not been amended or repealed and remains in full  
force and effect as of the 15<sup>th</sup> of February, 20 16 . I further certify that it is understood that the  
State of New Hampshire will rely on this certificate as evidence that the person listed above currently  
occupies the position indicated and that they have full authority to bind the corporation to the specific  
contract indicated.

**DATED:** May 4, 2016

**ATTEST:** \_\_\_\_\_

  
*Steven Jast, President*

# 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 ROI RESEARCH ON INVESTMENT INC., a(n) Canada corporation, is authorized to transact business in New Hampshire and qualified on April 5, 2016. I further certify that all fees required by the Secretary of State's office have been received.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4<sup>th</sup> day of May, A.D. 2016



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

William M. Gardner  
Secretary of State

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
11/24/15

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.

**PRODUCER**

**H.W. HOLLINGER (CANADA) INC.**  
550 Sherbrooke Street West, #2070, Tour Ouest  
Montreal, Quebec, H3A 1B9

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 certificated holder in lieu of such endorsement(s).

**INSURED**

**ROI Research on Investment Inc.**  
416 de Maisonneuve Blvd. West, Suite 1000  
Montréal Québec  
H3A 1L2

**INSURERS AFFORDING COVERAGE**

INSURER A: CHUBB Insurance Company of Canada

INSURER B:

INSURER C:

INSURER D:

INSURER E:

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTINGENT EMPLOYERS LIABILITY  GEN'L AGGREGATE LIMIT APPLIES PER POLICY	36027709	11/07/2015	11/07/2016	EACH OCCURRENCE	\$ 2,000,000.
					TENANTS LEGAL LIABILITY	\$ 2,000,000.
					MED EXP (Any one person)	\$ 10,000.
					PERSONAL & ADVERTISING INJURY	\$ 2,000,000.
					GENERAL LIMIT	\$
					PRODUCTS - COMPLETED OPERATIONS - AGGREGATE	\$ 2,000,000.
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	36027709	11/07/2015	11/07/2016	COMBINED SINGLE LIMIT (Each occurrence)	\$ 2,000,000.
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
A	<b>ERRORS &amp; OMISSIONS</b> <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE	8225-0608	11/07/2015	11/07/2016	PER LOSS	\$ 2,000,000.
					IN THE AGGREGATE	\$ 2,000,000.

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

Market research firm.

**CERTIFICATE HOLDER**

**TO WHOM IT MAY CONCERN**

**CANCELLATION**

AUTHORIZED REPRESENTATIVE - H.W. HOLLINGER (CANADA) INC.



Per: