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

Jeffrey J. Rose
Commissioner

Victoria Cimino
Director

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May 25, 2016

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

REQUESTED ACTION

Authorize the Department of Resources and Economic Development, Division of Travel and Tourism Development (DTTD) to enter into a contract with Lou Hammond and Associates, Inc. (VC #226733), of New York, New York, in the amount of \$400,000 for domestic public relations from July 1, 2016 through June 30, 2018 with the option to renew for one two-year period upon consent of both parties and approval by the Governor and Executive Council. 100% General Funds.

Funding in Fiscal Year 2017 is available and funding in Fiscal Year 2018 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 2017</u>	<u>FY 2018</u>
03-35-35-352010-58740000		
Travel – Tourism Dev Fund		
069-500567 Promotional and Marketing Exp.	\$200,000	\$200,000

EXPLANATION

Public Relations is a key element in the Division of Travel and Tourism Development's (DTTD) strategic marketing plan in promotion New Hampshire as a year-round travel destination. In FY15, a strong public relations strategy aided DTTD in reaching over 3.3 trillion print and online impressions with a total of over \$59.8 billion in earned media.



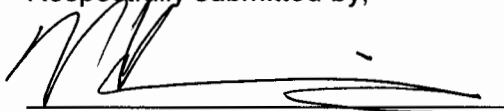
DTTD issued an extensive Request for Proposals (RFP) for domestic public relations on March 15, 2016. Notice was sent to forty-two agencies and the RFP was posted on visitnh.gov and admin.state.nh.us. Subsequently, nineteen vendors submitted formal written proposals on April 14, 2016.

A selection committee comprised of private/public tourism marketing professionals (Schedule # 2) reviewed and scored the proposals (Schedule #1), inviting five agencies to present to the committee in-person on May 6, 2016. One of the agencies invited to present declined the invitation. Each agency was asked to demonstrate creative and strategic thinking on augmenting DTTD's summer campaign. Lou Hammond & Associates (LH&A) was ultimately awarded the contract with DTTD. A composite score of both the written and the creative oral presentations is included as Schedule # 3.

Lou Hammond & Associates, based in New York, New York, has a strong background in tourism destination public relations with proven results with both national and regional media. LH&A has an impressive client list including Virginia; Providence, RI; Nassau Paradise Island, Bahamas; and Mandarin Oriental Hotel Group. Over the past four years, LH&A has affectively raised the awareness of New Hampshire's in key markets. Their efforts have resulted in increasing media impressions by 1.6 trillion and earned media by \$50.1 billion.

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

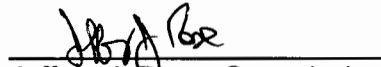
Respectfully submitted by,



Victoria Cimino, Director
Division of Travel and Tourism Development

Concurred,

(47)



Jeffrey J. Rose, Commissioner
Department of Resources and Economic
Development

**Department of Resources and Economic Development
 Division of Travel and Tourism Development
 Domestic Public Relations Selection 2016
 Written and Oral Proposal Scoring Criteria**

PROPOSAL EVALUATION CRITERIA

Proposals were reviewed, evaluated and scored by the selection committee. Evaluation of proposals was based on the following criteria for each component. Each criterion was scored according to the degree of responsiveness present in the proposal being evaluated.

	Max. Points
1. OVERALL EXPERIENCE OF COMPANY / STAFF & DEMONSTRATED RESULTS Evaluation included an assessment of the history of the company, its experience as it relates to the requirements the RFP, evidence of past performance, quality and relevance of past work, references, and related items.	20
2. SCOPE OF WORK Evaluation included an assessment of the quality of work plans including schedule, examples of past projects, ability to meet deadlines, managerial experience, and knowledge and understanding of brand in a global marketplace.	30
3. FAMILIARITY WITH NEW HAMPSHIRE & TOURISM INDUSTRY Evaluation included assessment of understanding of our organization and the tourism industry and how the company integrated this knowledge into its proposal.	15
4. CREATIVITY Evaluation included an assessment of the quality of proposed strategies and creativity as demonstrated by the required project.	15
5. STRATEGIC PLANNING Ability of firm to think beyond the now and set New Hampshire up to be at the forefront of the changing travel trade media landscape.	10
6. BUDGET APPROACH / COST EFFECTIVENESS Effective and efficient delivery of quality content and services is demonstrated in relation to the fee and value of overall project. The budget is reasonable and appropriate. Approach to fee structure is balanced and structured to maximize investment.	10
TOTAL POINTS	100

Vendors were scored on the criteria above and the five highest scoring public relations companies were invited to give oral presentations.

Presenters (highest scores on written proposals)

- **Connelly Partners, LLC – 46 Waltham Street, 4th Floor, Boston, MA 02118
- Finn Partners – 301 East 57th Street, New York, NY 10117
- Lou Hammond & Associates – 900 Third Avenue, New York, NY 10022
- Shift Communications – 275 Washington Street, Newton, MA 02458
- TURNER – 1614 15th Street, 4th Floor, Denver, CO 80202

** Connelly Partners, LLC declined invite to present

ORAL PRESENTATION EVALUATION CRITERIA

The presentations allowed finalists to demonstrate understanding of the project objectives, and to articulate capability to meet or exceed the requirements of the RFP.

The following criteria were used for scoring the oral interview for a total of 20 points maximum.

1. Knowledge of New Hampshire
2. Cultural fit with New Hampshire
3. Quality of proposed strategies and work samples
4. Measurement and ROI tracking mechanism
5. Staff expertise and professionalism
6. Staff creativity
7. Performance record/testimonials
8. Cost effectiveness
9. Understanding of brand and integration practices
10. Willingness to take direction

**Department of Resources and Economic Development
Division of Travel and Tourism Development
Domestic Public Relations Selection 2016
Proposal Review Committee**

Victoria Cimino, Director
Division of Travel & Tourism Development
172 Pembroke Road, Concord, NH 03301
603-271-2665 victoria.cimino@dred.nh.gov

Amy Bassett, Deputy Director
Division of Travel and Tourism Development
172 Pembroke Road, Concord, NH 03301
603-271-2665 amy.bassett@dred.nh.gov

Kris Neilson, Communications Manager
Division of Travel and Tourism Development
172 Pembroke Road, Concord, NH 03301
603-271-2665 kris.neilson@dred.nh.gov

Travis York, President and CEO
GYK Antler
175 Canal Street, Manchester, NH 03101
603-625-5713 travis@gykantler.com

SCHEDULE #3

Department of Resources and Economic Development
 Division of Travel and Tourism Development
 Domestic Public Relations Selection 2016
 Written Proposal and Oral Presentation Evaluation Scoring

	451	Bolt	CLIC	Coyne	Connelly**	EMA	Finn	LH&A	Louis Karno	Havas	Image	MMGY	Matter	Shift	Spring O'Brien	Steinreich	Thompson	Turner	Warner
Amy Bassett	61	37	47	60	75	66	70	78	66	70	58	64	64	77	62	33	63	74	61
Victoria Cimino	64	42	44	71	79	53	68	77	65	68	55	68	54	76	46	22	65	64	53
Kris Neilsen	60	42	58	71	75	59	77	78	65	64	69	68	59	75	64	20	81	74	67
Travis York	70	53	64	65	75	62	68	78	55	75	72	75	63	76	68	47	66	83	63
Written Totals	255	174	213	267	304	240	284	311	251	277	254	275	240	304	240	122	275	295	244
Oral Presentations																			
Amy Bassett							16	17						19				15	
Victoria Cimino							10	17						15				12	
Kris Neilsen							14	18						18				15	
Travis York							14	18						19				16	
Oral Totals							54	70						71				58	

TOTAL	255	174	213	267	304	240	338	381	251	277	254	275	240	375	240	122	275	353	244
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**Connelly declined request to present.

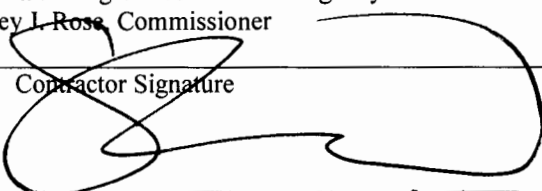
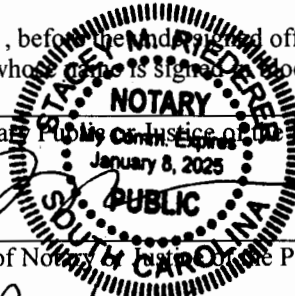
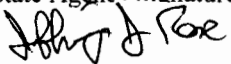
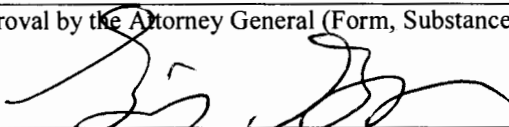
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Resources and Economic Development		1.2 State Agency Address 172 Pembroke Road Concord, NH 03301	
1.3 Contractor Name Lou Hammond & Associates		1.4 Contractor Address 900 Third Avenue New York, NY 10022	
1.5 Contractor Phone Number 212-308-8880	1.6 Account Number 58740000-500567	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$400,000
1.9 Contracting Officer for State Agency Jeffrey J. Rose, Commissioner		1.10 State Agency Telephone Number 603-271-2665	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Stephen Hammond, CEO	
1.13 Acknowledgement: State of <u>South Carolina</u> County of <u>Charleston</u> On <u>May 25, 2016</u> , before me 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 in and for the State of <u>South Carolina</u> My Comm. Expires on <u>January 8, 2025</u> 			
1.13.2 Name and Title of Notary Public in and for the State of <u>South Carolina</u> the Peace <u>Stacey M Riederer</u>			
1.14 State Agency Signature  Date: <u>6/2/16</u>		1.15 Name and Title of State Agency Signatory <u>Jeffrey J. Rose, Commissioner</u>	
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>6/6/16</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:

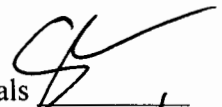
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

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.

Contractor Initials

Date


5/23/16

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

5/25/16

EXHIBIT A SCOPE OF SERVICES

Lou Hammond & Associates (LH&A) will serve as the NH Department of Resources and Economic Development, Division of Travel and Tourism Development's (DTTD) public relations representative in the U.S. market, increasing brand awareness among consumer audiences. LH&A will develop and execute an innovative, brand-aligned PR program, targeting a variety of channels and complementing DTTD's advertising/marketing program. Specific details as follows:

1. Scope of Work

- 1.1 LH&A will develop and execute a strategic public relations plan in collaboration with DTTD staff and key partners. The annual plan will include, but is not limited to, an editorial calendar, targeted outreach for short and long-lead pitch opportunities, earned media goals, key performance indicators/goals and budget.
- 1.2 LH&A will maintain a targeted media/social influencer list and will audit on a regular basis.
- 1.3 LH&A will develop, execute and maintain a proactive news bureau and media section of visitnh.gov to include releases/pitches, updated materials, fact sheets and story ideas.
- 1.4 LH&A will provide strategic counsel to DTTD for emergency/crisis situations, reactive media requests and general press inquiries.
- 1.5 LH&A will arrange and manage media appointments/meetings for DTTD staff in Boston, New York, Washington D.C. and other markets as appropriate.
- 1.6 LH&A will conceptualize, execute and secure top-tier media for annual receptions in key markets, as well as coordinate and execute in-market consumer/publicity events.
- 1.7 LH&A will provide strategic direction and execute New Hampshire-based press conferences.
- 1.8 LH&A will develop and execute a visiting journalist program, securing a minimum of six individual press trips annually.
- 1.9 LH&A will develop and execute a digital influencer strategy, in coordination with DTTD's Agency of Record. Similar to traditional media, LH&A will engage and work with a large network of digital influencers by assisting them with press trips, inviting them to events and creating visually compelling content on New Hampshire's behalf.
- 1.10 LH&A will provide a monthly report to include: achieved clips with earned media and impressions – statewide and categorized by region; stories pitched - who, what and current status; media interactions; and ongoing projects. Additional reports may include PR Insider, partners report and monthly budget summary. All monthly reports are due by the 5th of each month.
- 1.11 LH&A will provide an annual end-of-the-year report highlighting results of the strategic public relations plan (1.1) and evaluating the effectiveness of the plan. The report is due by August 5.

- 1.12 LH&A will be responsible for updating DTTD's online dashboard with relevant data on a bi-weekly basis.
- 1.13 LH&A will attend industry events as requested and agreed upon.
- 1.14 LH&A will attend and potentially present at NH's Governor's Conference on Travel and Tourism; potentially attend other DTTD or regional event(s); and quarterly partner meetings.
- 1.15 LH&A will secure at least one national promotional partnership.
- 1.16 LH&A will manage award submissions on New Hampshire's behalf.

2. Billing and Terms

- 2.1 Professional fees will be billed at the beginning of each month. Costs associated with press trips, special projects and out of pocket expenses will be billed by the 15th of the following month. All outside vendor costs will be billed at cost and copies of all vendor invoices and all out of pocket expenses will be included.

3. Right to Cancel

- 3.1 DTTD has the right to alter or cancel any schedules, services or projects of LH&A or its outside vendors at any time. LH&A will take necessary steps to implement changes requested by DTTD. In turn, DTTD agrees to pay any fees incurred for work in progress or materials purchased, or for other liabilities incurred as a result of the required changes or cancellations.

4. Approval

- 4.1 As stated in Exhibit B, LH&A will provide a written estimate of work for DTTD approval in advance of beginning work on press trips and special projects. The estimates will detail the nature of the work and the associated costs. LH&A will adhere to these costs as the estimates, once signed by DTTD, form the contract between the two parties. Should there be a change in scope of services to be provided, LH&A will revise the estimate and seek approval from DTTD before proceeding. The signed estimate indicates approval to proceed.

5. Ownership

- 5.1 All materials and product prepared and provided by LH&A for DTTD will become the property of DTTD, upon payment, unless otherwise agreed to in writing by both parties.

6. Staffing and Project Management

- 6.1 LH&A agrees to have the appropriate principals directly responsible for the management of all projects undertaken by it on behalf of DTTD. A principal of the organization will also assume responsibility for providing daily oversight to the account service and will be present for all DTTD/LH&A meetings unless otherwise agreed to by both parties.
- 6.2 LH&A agrees that it will maintain adequate staffing to provide DTTD with responsive and timely service.
- 6.3 LH&A will give guidance and support to other DTTD contractors to ensure maximum synergy and results. This includes, but is not limited to, agency of record, website developer, guidebook publisher, and researcher.
- 6.4 LH&A agrees to provide members of its staff who work with DTTD training and development opportunities, included but not limited to informal research time and attendance at seminars, workshops or lectures related to travel and tourism. DTTD will be invoiced for attendance at training and development opportunities requiring overnight or long-distance travel which are attended by LH&A staff at DTTD's request.
- 6.5 LH&A may subcontract services. Proposals that include subcontracting services must include information identifying the subcontractor(s) and demonstrate the subcontractor(s)' qualifications to perform the services, and a letter from the proposed subcontractor(s) stating their intent to subcontract on the project. The prime contractor will be responsible for all services provided by, and obligations of its subcontractor(s). All communications, departmental director, invoices and payments will be processed through the prime contractor. All data generated as a result of this contract is the exclusive property of DTTD.
- 6.6 LH&A is not authorized to represent the State's position to the public or media and must be authorized to provide information by DTTD.

7. Delivery

- 7.1 If for any reason, LH&A fails to make a delivery date, LH&A will be assessed Liquidated Damages of \$1,000.00 per week, or portion thereof, until the production, revision or delivery date is met. The LH&A foresees an event beyond its reasonable and normal contract and properly notifies DTTD of such event – in writing – DTTD may allow the contract to exceed a production, revision or delivery date with no Liquidated Damages assessed.

8. Examination of Records

- 8.1 DTTD, upon giving notice to LH&A, may examine all records and files related to its account. Arrangements for such examination must be conducted at LH&A's office and will be scheduled at a time mutually agreeable to the parties involved.

**EXHIBIT B
PAYMENT TERMS**

Lou Hammond and Associates will invoice DTTD monthly based on twelve equal retainer amounts of \$12,000 for agency fees. Press trips, special projects and out of pocket expenses will be billed on the monthly invoice in progress. Total amounts for each category will not exceed amounts specified below unless by written agreement. Total expenses for all services shall not exceed the total contract award for each fiscal year of \$200,000.

Professional fees	\$144,000
Visiting Journalists/Press Trips	\$ 18,000
Events/Receptions	\$ 23,000
Travel	\$ 8,000
Desksides	\$ 3,000
Out of Pockets	\$ 4,000
<u>Total</u>	<u>\$200,000</u>

Lou Hammond and Associates will provide a written estimate of work for client approval in advance of beginning work on press trips and special projects. The estimates will detail the nature of the work and the associated costs. Lou Hammond and Associates will adhere to these costs as the estimates, once signed by the client, form the contract between the two parties. Should there be a change in scope of services to be provided, Lou Hammond and Associates will revise the estimate and seek approval of the client before proceeding. The signed estimate indicates approval to proceed.

A breakdown of anticipated projects for the subsequent month will be included in the account's activity reports presented by the 5th day of each month.

Professional fees will be invoiced at the beginning of each month. Itemized monthly invoices are to be submitted by the 15th of the following month. State payment terms are net 30.

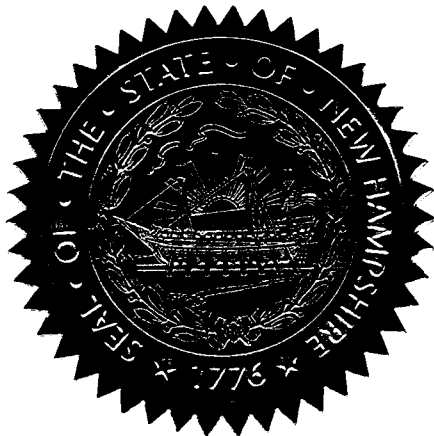
**EXHIBIT C
SPECIAL PROVISIONS**

There are no special provisions included with 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 Lou Hammond & Associates, Inc. a(n) New York corporation, is authorized to transact business in New Hampshire and qualified on May 3, 2012. I further certify that all fees and annual reports 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 31st day of May, A.D. 2016

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

William M. Gardner
Secretary of State



LOU HAMMOND & ASSOCIATES

AN INTEGRATED MARKETING COMMUNICATIONS COMPANY SINCE 1984

CORPORATE RESOLUTION

For

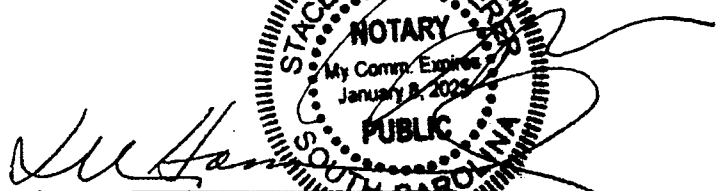
LOU HAMMOND & ASSOCIATES, INC.

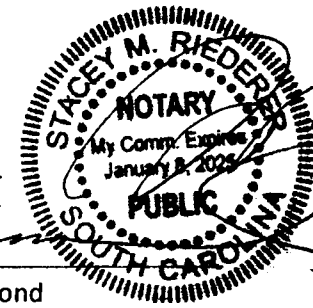
CERTIFICATE OF AUTHORITY

I, Lou Rena Hammond, Chairman & Founder of Lou Hammond & Associates, Inc., a New York corporation (the "company"), do HEREBY certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on April 28, 2016, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout and that such resolution has not been modified, rescinded or revoked and is at present in full force and effect:

RESOLVED: That the President, Stephen Hammond, is empowered to execute and deliver in the name and on behalf of this Company a certain contract with the NH Department of Resources and Economic Development.

IN WITNESS WHEREOF, the undersigned has affixed her signature and the corporate seal of the Company.


Lou Rena Hammond
Chairman/Founder





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/20/2016

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 C. T. Lowndes - Mt. Pleasant Office 966 McCants Dr. Mt. Pleasant SC 29464	CONTACT NAME: Jens Zander, CPCU, CIC	
	PHONE (A/C, No, Ext): (843) 884-3159 FAX (A/C, No): (843) 881-8891 E-MAIL ADDRESS: jzander@ctlowndes.com	
INSURED Lou Hammond & Associates Inc 145 King St Suite 411 Charleston SC 29401	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Ohio Security - Montgomery	24082
	INSURER B: Ohio Casualty	24074
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 1516 ALL REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BZ555609265	7/12/2015	7/12/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Dishonesty \$ 25,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAS55696220	7/12/2015	7/12/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO55609265	7/12/2015	7/12/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	XWS55609265	7/12/2015	7/12/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Those usual to the insured's operation.
Lou Hammond & Stephen Hammond are excluded from coverage under the workers' compensation policy.

CERTIFICATE HOLDER catherine.goff@dred.nh.us State of New Hampshire Department of Resources and Economic Development, Division of Travel and Tourism Development Attn Catherine Goff 172 Pembroke Rd Concord, NH 03302-1856	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 Bill Silcox/JAZ <i>Willard A. Silcox III</i>

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