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STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION of TRAVEL and TOURISM DEVELOPMENT

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

JEFFREY ROSE
Commissioner

LORI HARNOIS
Director

603-271-2665
FAX: 603-271-6870
TRAVEL GUIDE: 800-386-4664
WEBSITE: www.visitnh.gov
E-MAIL: travel@dred.state.nh.us

May 14, 2014

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

REQUESTED ACTION

Authorize the Department of Resources and Economic Development to renew a contract with CaLLogix Inc., (VC# 135183) of Bedford, New Hampshire in the amount of \$460,000 for call center, database management, and mail fulfillment services from July 1, 2014 to June 30, 2016. The original contract was approved with the option to renew for one two-year period upon consent of both parties and approval by the Governor and Executive Council on May 9, 2012, Item #65. 100% General Funds.

Funds are available in accounts titled, Division of Travel-Tourism, and Travel-Tourism Development Fund, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified. Fiscal Year 2016 is pending budget approval:

	<u>FY2015</u>	<u>FY2016</u>
03-35-35-352010-36200000-069-500567 Promotional and Marketing Exp	\$130,000	\$130,000
03-35-35-352010-58740000-069-500567 Promotional and Marketing Exp	<u>\$100,000</u>	<u>\$100,000</u>
	\$230,000	\$230,000

EXPLANATION

The success of New Hampshire's advertising and promotional campaign relies upon the customer service we provide when travelers request information either by calling our 800 number, by visiting our website, www.VisitNH.gov, or by returning a reply card associated with one of our promotions. In addition to fulfilling requests for printed state parks guides and maps, CaLLogix, Inc. processed more than 90,000 requests for printed visitor guides during Fiscal Year 2013. Our fulfillment vendor also provides services for special project fulfillment such as our weddings, meetings and reunions promotions. In conjunction with our website database hosting vendor SilverTech Inc., our

fulfillment vendor provides data verification services to ensure complete and accurate tourism industry information is presented both on the VisitNH.gov website and in our printed visitors guide.

In reviewing actual costs for fulfillment services over the last two fiscal years, it was determined that the price limitation of the current contract could be reduced by \$100,000 for each of the upcoming fiscal years. This reduction of \$200,000 over the contract period continues to provide DTTD and CaLLogix, Inc. the funding needed to fulfill all inquiries and ensures enough funding for any future inquiry increases.

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

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

Submitted by,

Approved by, 



Lori Harnois, Director
Division of Travel and Tourism
Development



Jeffrey Rose, Commissioner
Department of Resources and Economic
Development

Subject:

Call Center, Database Management and Mail Fulfillment Services

FORM NUMBER P-37 (version 1/09)

RECEIVED

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

MAY 12 2014

GENERAL PROVISIONS

D.R.E.D.

1. IDENTIFICATION.

1.1 State Agency Name Dept. of Resources and Economic Development - DTTD		1.2 State Agency Address 172 Pembroke Road, Concord, NH 03301	
1.3 Contractor Name Callogix		1.4 Contractor Address 8 Commerce Drive Bedford NH 03110	
1.5 Contractor Phone Number 603.263.2612	1.6 Account Number 03-35-35-352010-5874,3620	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$460,000
1.9 Contracting Officer for State Agency Jeffrey Rose, Commissioner		1.10 State Agency Telephone Number (603)271-2665	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Sherry Leonard, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>MAY 12 2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be <u>SHERRY LEONARD</u> , whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace Kimberly Almand			
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) By: On: <u>5/20/14</u>			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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.

Contractor Initials 
Date 5/9/2014

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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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

Receipt and Handling of Inquiries

- a. The Contractor shall be responsible for Call Center, Database Management, Mail Fulfillment, Warehousing, and Inventory Management Services for DTTD and DRED as fully described as follows.
- b. DTTD shall provide the Contractor with a fiscal year media plan that the Contractor shall be familiar with in order to anticipate call and fulfillment volumes. This media plan provides details on dates of activity, publication names, ad types (newspaper, magazine, TV etc), and the manner in which the inquiry will be received (phone, reader service email, label, Business Response Cards etc).
- c. Inquiries for New Hampshire travel and tourism information are generated via its 800 number FUN-IN-NH, with dedicated source codes to track specific media activity; via the online order form at www.visitnh.gov; via email and hard-copy labels from publishers offering reader service; and business reply cards.
- d. DTTD shall have the right of ownership of 800-FUN-IN-NH (800-386-4664) phone number beyond contract terms. The Contractor claims no right of ownership of and in 800-FUN-IN-NH (800-386-4664).

Staffing

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

Process and Handling

- a. The Contractor shall create input screen/s in consultation with DTTD to capture name, address (including 5 US digit zip+4 codes and Canadian postal codes); email address; date of proposed visit; and source codes (supplied by DTTD). Contractor shall have the ability to capture other information as requested. DTTD may change script seasonally, or at any time, with notice.
- b. The Contractor will interface with DTTD Web-based order forms.
- c. The Contractor is required to incorporate a US zip and Canadian postal code check into all call procedures.
- d. Inquiries that have a Canadian, German or UK address will be entered into a database and fulfilled by Contractor or may be forwarded by email on a daily basis to an agreed upon subcontractor for fulfillment. Additionally, if subcontractor is utilized, Contractor will receive monthly reports from the subcontractor which include details of fulfillments they have undertaken directly. These leads shall be entered into DTTD's database, but not fulfilled, and data included in monthly and annual reports.
- e. Contractor may receive inquiries from international countries other than those mentioned above. These will typically come from the online order form for the Guidebook on www.visitnh.gov. DTTD shall provide Contractor with a list of international countries authorized for fulfillment. All other international countries not on the list are excluded and not authorized for fulfillment. In the event inquiries from an excluded country increase significantly, Contractor shall seek guidance from DTTD as to commencing fulfillment to the country. Contractor will be responsible for all phases of inquiry, database management, fulfillment and reporting for these other international inquiries.
- f. Inquiries received in the aforementioned methods will be fulfilled with the Official New Hampshire Visitors Guide. The estimated number of annual requests is approximately 100,000.
- g. Calls requiring any additional information or clarification other than the fulfillment of a Guidebook, shall be either referred to DTTD (603-271-2665 or www.visitnh.gov), or referred to any additional sources as instructed by DTTD.
- h. Contractor shall provide a weekly "bad address" report listing and detailing the reasons for non-fulfillment and the percentage the bad addresses are of total requests received for the period.

Standards

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

Database Management

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

Fulfillment

- a. Outgoing mail shall be processed through software that is at a minimum, Address Verification System, Coding Accuracy Support System (CASS) and Presort Accuracy Verification Equipment (PAVE), or similar, approved. All outgoing mail should receive maximum bar coding discounts as a result of using this software.

b. The Official New Hampshire Visitors Guide shall be fulfilled to specifications determined by the visitor guide production and printing vendor upon yearly publication.

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

d. Contractor shall zip-sort requests, apply label, address, 5+4 zip code and bar code, and mail within two (2) working days of receipt of request. Guidebooks are bulk mailed, as determined by USPS weight regulations, unless otherwise approved by DTTD. Contractor is responsible for all permits and obtaining best possible postage discounts.

e. On occasion, the Contractor will undertake special mailings on behalf of DTTD to selected addresses from its database which may include multiple pieces and require insertion into envelopes.

f. All domestic mailings shall be prepared in accordance with US Postal Service regulations, and all mail will be delivered by the Contractor to the appropriate US Postal Office. All U.S. mail will have a New Hampshire postmark. DTTD shall be reimbursed for any returns that have an incorrect or incomplete mailing address.

g. International mailings shall be screened to ensure they are on the eligible country list provided by DTTD and shall be mailed in accordance with international mail or courier regulations. DTTD shall not pay for any fulfillment sent to a country not listed on its eligible country list.

h. The Contractor is required to secure the most cost effective and timely manner for delivering fulfillment literature for domestic and international mailings.

i. Requests for multiple copies of the Guidebook (more than two) shall be referred to DTTD for approval.

Reports

a. The Contractor shall be required to generate computerized inventory and fulfillment activity reports on a weekly basis, or more frequently if requested which must include opening balance of books in stock; quantities shipped bulk, first class and foreign; total sent per month; quantity ordered but not shipped (i.e. "in process"), closing balance; along with funds expended/available in the postage account. These reports should show weekly activity, monthly activity, year to date activity, and comparison to previous year activity.

b. The Contractor shall receive monthly reports from the subcontractors in Canada, Germany and the UK as mentioned above should subcontractors be used. Fulfillment activity from these foreign reports shall be sent by the 5th of each month to the Contractor and DTTD, and shall be incorporated into the Contractor's monthly reports.

c. The Contractor shall provide monthly and cumulative year-to-date reports of:

- Inquiries detailed by source (e.g. publication name), type (e.g. phone), state/country and date, and combinations thereof as directed by DTTD.

- Bulk shipments for any multiple orders of literature showing quantity, address, shipping date, method and cost.
- Special reports for ad hoc projects such as direct mail campaigns and projects involving multiple cooperative partners.
- Postage and courier expenditures.
- Expenses to include telephone usage (including incomplete calls), data input, handling/processing, postage (including returns to be credited), programming, storage, emailing to subcontractors, meetings and account services, and all other costs as requested by DTTD.

d. On occasion the Contractor will be required to provide more timely reports, on a daily or weekly basis.

e. Reports are due by the 10th of each month.

f. Reports shall include back-up receipts showing expenses incurred for telephone usage, bulk mail, first class mail, couriers, and expenditures incurred by the international subcontractors.

Program Development

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

Transition

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

Exhibit B

Payment Terms

Activity	Price Per Unit
Yearly Standard Mail Permit Fee	\$185/year
Monthly Database Management Fee	\$150/mnth
Fulfillment per package preparation	\$.25/pkg
Map fulfillment per piece	\$.32/piece
Map envelope cost per piece	\$.16/piece
Data Uploads per record	\$.10/record
Web Uploads per record	\$.15/record
Data Entry - BRC Cards per record	\$.40/record
Programming charges	\$85/hour
Inventory Storage Rate	\$7.75/pallet/mnth
Stock Receiving Charges	\$30/hour
Telemarketing Live Calls	\$.87/minute
Bulk (boxed) Fulfillment	\$3.37/order+\$1.88/SKU
Data verification	\$26/hour

Contract price is not to exceed \$460,000 for a two-year period. The breakdown is as follows:

FY15 not to exceed \$230,000

FY16 not to exceed \$230,000

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

Exhibit C

There are no special provisions in this contract.

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CaLLogix, Inc. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on April 27, 2005. 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 9th day of May, A.D. 2014

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

William M. Gardner
Secretary of State

CALLOGIX, INC.

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

May 9, 2014

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

Authority of Certain Officers

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

General

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

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

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

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

(THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK)

CERTIFICATE OF THE SECRETARY OF
CALLOGIX, INC.

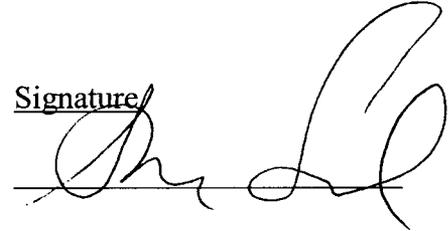
May 9, 2014

I, Scott Humber, hereby certify that I am the Secretary of CaLLogix Inc., a Delaware corporation (the "Company"), and, that as such, I am authorized to execute this certificate on behalf of the Company. I hereby certify to the State of New Hampshire Department of Resources and Economic Development that:

1. The person named in the following paragraph is on the date of this Secretary's Certificate a duly elected, qualified and acting incumbent of the Office of the Company set forth opposite her name, and her signature or a facsimile thereof appearing opposite her name is her genuine signature or, if a facsimile, a true copy of her signature:

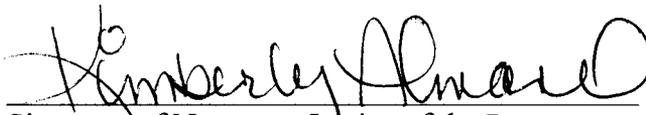
Name
Sherry Leonard

Title
President

Signature


State of New Hampshire County of Hillsborough

On May 8th 2014, before the undersigned officer, personally appeared the person identified above and proven to be the person who signed above, and acknowledged that s/he executed this document in the capacity indicated above.


Signature of Notary or Justice of the Peace

Kimberly Almand, Justice of the Peace
Name and Title of Notary or Justice of the Peace





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/8/2014

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 Protector Group Ins. Agency a Marsh & McLennan Agency Company 100 Front Street, Suite 800 Worcester, MA 01608-1435	www.protectorgroup.com	CONTACT NAME: Lauren Deluca	
		PHONE (A/C, No. Ext): 508-595-7966	FAX (A/C, No.): 508-753-1085
		E-MAIL ADDRESS: lld@protectorgroup.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : One Beacon America Ins. Co.	
INSURED Callogix Inc. 540 North Commercial Street Manchester, NH 03101-		INSURER B : Granite State Insurance	23809
		INSURER C : Twin City Fire Insurance Company	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

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			7110133750002	10/19/2013	10/19/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			7110133750002	10/19/2013	10/19/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			7110133750002	10/19/2013	10/19/2014	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Products & Operations \$ 10,000,000
	DED \$ RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			019398070	10/19/2013	10/19/2014	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Management Liability			7110133750002	10/19/2013	10/19/2014	2,000,000
C	Commercial Crime			00KB0246246-13	10/19/2013	10/19/2014	1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire
Dept. of Resources and Economic Development-DTTD
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

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STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION of TRAVEL and TOURISM DEVELOPMENT

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

GEORGE M. BALD
Commissioner

LORI HARNOIS
Director

603-271-2665
FAX: 603-271-6870
TRAVEL GUIDE: 800-386-4664
WEBSITE: www.visitnh.gov
E-MAIL: travel@dred.state.nh.us

March 23, 2012

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Resources and Economic Development to enter into a contract with CaLLogix Inc., (VC# 135183) of Bedford, New Hampshire in the amount of \$660,000 for call center, database management, and mail fulfillment services from July 1, 2012 to June 30, 2014 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.

Funds are available in accounts titled, Division of Travel-Tourism, and Travel-Tourism Dev Fund, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified. Fiscal Year 2014 is pending budget approval:

	<u>FY2013</u>	<u>FY2014</u>
03-35-35-352010-36200000-069-500567 Promotional and Marketing Exp	\$130,000	\$130,000
03-35-35-352010-58740000-069-500567 Promotional and Marketing Exp	<u>\$200,000</u>	<u>\$200,000</u>
	\$330,000	\$330,000

EXPLANATION

The success of New Hampshire's advertising and promotional campaign relies upon the customer service we provide when travelers request information either by calling our 800 number, by visiting our website, www.visitnh.gov, or by returning a reply card associated with one of our promotions. More than 250,000 requests for printed visitors guides, state parks guides and maps were processed in fiscal year 2011. Our fulfillment vendor also provides services for special project fulfillment such as our weddings, meetings and reunions promotions. In conjunction with our website database hosting vendor SilverTech Inc., our fulfillment vendor provides data verification services to ensure complete and accurate tourism industry information is presented both on the visitnh.gov website and in our printed visitors guide.

The Division of Travel and Tourism Development issued an extensive Request for Proposals in February 2012 (attached). An e-mail notice was sent to 10 vendors, and a legal notice was placed in a statewide newspaper. The RFP was also listed on the State website for purchasing. Subsequently, three vendors submitted formal written proposals in February 2012.

The selection committee was comprised of Amy Bassett, Assistant Director, Division of Travel and Tourism Development (DTTD), Robin Maddaus, Business Administrator, DTTD, Tai Freligh, Communications Manager, DTTD, Jamie Trowbridge, President of Yankee Publishing since 1999, and William Storace, Creative Director, SilverTech, Inc. with over 10 years of experience in web design and production experience.

The selection committee reviewed the proposals and scored them based on a pre-determined set of criteria. As a result of the scoring our current vendor, CaLLogix was awarded this contract. The scores of all three vendors are included in Schedule # 1.

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

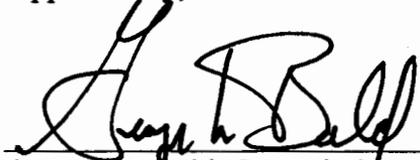
The Attorney General's office has approved this contract as to form, substance and execution.

Submitted by,



Lori Harnois, Director
Division of Travel and Tourism
Development

Approved by,



George M. Bald, Commissioner
Department of Resources and Economic
Development



STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION of TRAVEL and TOURISM DEVELOPMENT
172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

GEORGE M. BALD
Commissioner

FAX: 603-271-6870

TEL: 603-271-2665

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

**NEW HAMPSHIRE CALL CENTER, DATABASE MANAGEMENT, AND MAIL
FULFILLMENT SERVICES REQUEST FOR PROPOSALS**

Issue Date: January 23, 2012

Title: New Hampshire Call Center, Database Management, and Mail
Fulfillment Services

Issuing Agency: State of New Hampshire
Department of Resources and Economic Development
Division of Travel & Tourism Development
172 Pembroke Road
PO Box 1856
Concord, NH 03302-1856

Period of Contract: July 1, 2012 through June 30, 2014 with one, two year option
to renew (through June 30, 2016) upon written consent of both
parties, and approval by the Governor and Executive Council.

Proposal Deadline: Monday, February 13, 2012 at 2pm
**Proposals will not be accepted at DRED after 2pm.*

**ALL PROPOSALS MUST BE LABELED: "PROPOSAL – CALL CENTER, DATABASE
MANAGEMENT, AND MAIL FULFILLMENT SERVICES"**

Any questions or clarification on the RFP should be directed to Tai Freligh via email by
3pm on January 30, 2012. Responses will be shared with bidders and also posted on
www.visitnh.gov/rfp on February 6, 2012.

Tai Freligh, Communications Manager
Email: tai.freligh@dred.state.nh.us

If proposals are mailed, send directly to issuing agency shown above. If proposals are
hand-delivered, deliver to receptionist at DRED office, 172 Pembroke Road, Concord.

1. PURPOSE

Pursuant to New Hampshire state law, the New Hampshire Division of Travel and Tourism Development (DTTD) is soliciting competitive proposals to contract services for inbound telemarketing, database management, fulfillment, warehousing, inventory management and other related services for its travel marketing programs for a contract period of July 1, 2012 through June 30, 2014 with one, two year option to renew (through June 30, 2016) upon written consent of both parties, and approval by the Governor and Executive Council.

The Contractor shall be responsible for capturing inquiries to the 800 line, DTTD website, travelinformation.com and other sources; coding each inquiry by date, source, type and state; reporting to DTTD on activities; fulfilling each inquiry and processing standard and customized database reports and sorts. In addition, questions may be added to the telephone script or to business reply cards. Contractor will be responsible for inputting question responses into the database.

The Contractor will come under the direction of DTTD's Communications Manager, responsible for all telemarketing and fulfillment programs.

2. BACKGROUND INFORMATION

2.1 Travel and Tourism is the state's second largest industry, employing approximately 60,500 full and part time individuals and is a significant revenue producer for New Hampshire businesses and state government. DTTD undertakes aggressive marketing to attract visitors to the state. Through its electronic and print promotional activities as well as its public relations efforts, (domestically and abroad) we invite potential visitors to order the Official New Hampshire Visitors Guide. All promotional activities are coded for tracking purposes. Requests are received via an 800 number and through our www.visitnh.gov website, Reader Response cards and calls directly into DTTD. They are also generated from marketing partners in Germany, Canada, UK and France.

All inquiries are fulfilled through the Call/Fulfillment Center. Information on each inquiry is entered into a centralized database at the Call/Fulfillment Center and is accessible to DTTD. Fulfillment literature is stored on the Contractor's premises and sent out in a timely fashion to each inquirer. A variety of reports are generated on a regular basis to allow us to determine the effectiveness of each marketing campaign and to continuously track timeliness of mailings and per cent of undeliverable mailings. A close working relationship between the Call/Fulfillment Center and DTTD is essential as well as with, our advertising agency, print publications contractor and our web developer.

DTTD's marketing campaigns are year-round with emphasis on Spring, Summer, Fall and Winter. Public relations efforts are continuous throughout the year. All marketing and public relations promote the 1-800-FUN-IN-NH number and the website www.visitnh.gov.

3. GENERAL TERMS AND DEFINITIONS

3.1 Terms

a. The State of New Hampshire (State), Division of Travel & Tourism Development, a division of the Department of Resources and Economic Development (DRED), has issued and is responsible for this RFP. DRED will enter into the resulting contract on behalf of the State, upon approval by the Governor and Executive Council ("G&C").

b. The Contractor 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 this project. The prime contractor will be responsible for all services provided by, and obligations of its subcontractor(s). All communications, departmental direction, 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. Contractor is to provide DTTD with 90 days written notice of any proposed changes to sub-contractor.

3.2 Definitions

a. "Offeror" refers to any individual, corporation, partnership, or agency that responds in writing, to the Request For Proposal (RFP).

b. "Contractor" refers to the Offeror under this RFP with which the Division of Travel and Tourism Development (DTTD) negotiates a contract. The terms of this RFP referring to "Contractor" represent contract terms that will be a part of the final contract.

c. The "Contract" is the resulting contract entered into between DRED and the successful Offeror.

d. A "subcontractor" refers to a person who is awarded a portion of an existing contract by the Contractor.

4. SCOPE OF SERVICES

4.1 Receipt and Handling of Inquiries

a. The Contractor shall be responsible for Call Center, Database Management, Mail Fulfillment, Warehousing, and Inventory Management Services for DTTD and DRED as fully described as follows.

b. DTTD shall provide the Contractor with a fiscal year media plan that the Contractor shall be familiar with in order to anticipate call and fulfillment volumes. This media plan provides details on dates of activity, publication names, ad types (newspaper, magazine, TV etc), and the manner in which the inquiry will be received (phone, reader service email, label, Business Response Cards etc).

c. Inquiries for New Hampshire travel and tourism information are generated via its 800 number FUN-IN-NH, with dedicated source codes to track specific media activity; via the online order form at www.visitnh.gov; via email and hard-copy labels from publishers offering reader service; and business reply cards.

d. DTTD shall have the right of ownership of 800-FUN-IN-NH (800-386-4664) phone number beyond contract terms. The Contractor claims no right of ownership of and in 800-FUN-IN-NH (800-386-4664).

4.2 Staffing

a. The Contractor shall provide live, toll-free operator response to all DTTD phone inquiries 24 hours a day, 365 days a year for both the USA and Canada.

b. The Contractor is required to provide uninterrupted service in the case of power outages, system failures and natural disasters, and provide a contingency plan to address this requirement.

c. The Contractor shall provide live, courteous and knowledgeable operator response in English, and preferably French-Canadian. Operators shall have a general knowledge of New Hampshire and Offeror shall submit details on training plans.

d. DTTD reserves the right to visit the Offeror's call and fulfillment centers to observe call handling, processing, and fulfillment practices and to provide training information about NH.

e. The Contractor shall provide trained staff to input hard-copy inquiries into database from labels, business reply cards and other sources. The Contractor shall be responsible for ensuring the BRC's are processed within a 48 hour period.

f. The Contractor's DTTD account supervisors/managers must be available to attend semi-annual meetings with DTTD's other agencies to create additional synergies between all partners involved with DTTD's marketing programs.

g. A dedicated account service representative must be assigned to the DTTD tourism account for daily communication via phone, fax and email.

4.3 Process and Handling

a. The Contractor shall create input screen/s in consultation with DTTD to capture name, address (including 5 US digit zip+4 codes and Canadian postal codes); email address; date of proposed visit; and source codes (supplied by DTTD). Contractor shall have the ability to capture other information as requested. DTTD may change script seasonally, or at any time, with notice.

b. The Contractor will interface with DTTD Web-based order forms.

c. The Contractor is required to incorporate a US zip and Canadian postal code check into all call procedures, and Offerors must provide details of other address verification and hygiene programs they have in place and the point in the order process such systems are deployed.

d. Inquiries that have a Canadian, German or UK address will be entered into a database and fulfilled by Contractor or may be forwarded by email on a daily basis to an agreed upon subcontractor for fulfillment. Additionally, if subcontractor is utilized, Contractor will receive monthly reports from the subcontractor which include details of fulfillments they have undertaken directly. These leads shall be entered into DTTD's database, but not fulfilled, and data included in monthly and annual reports.

e. Contractor may receive inquiries from international countries other than those mentioned above. These will typically come from the online order form for the Guidebook on www.visitnh.gov. DTTD shall provide Contractor with a list of international countries authorized for fulfillment. All other international countries not on the list are excluded and not authorized for fulfillment. In the event inquiries from an excluded country increase significantly, Contractor shall seek guidance from DTTD as to commencing fulfillment to the country. Contractor will be responsible for all phases of inquiry, database management, fulfillment and reporting for these other international inquiries.

f. Inquiries received in the aforementioned methods will be fulfilled with the Official New Hampshire Visitors Guide. The estimated number of annual requests is approximately 100,000.

g. Calls requiring any additional information or clarification other than the fulfillment of a Guidebook, shall be either referred to DTTD (603-271-2665 or www.visitnh.gov) , or referred to any additional sources as instructed by DTTD.

h. Offeror shall provide a breakdown of the costs involved for complete and incomplete calls in the USA and Canada. "Incomplete" calls being defined as any call that was referred, information only, wrong number or hang up.

i. Contractor shall provide a weekly "bad address" report listing and detailing the reasons for non-fulfillment and the percentage the bad addresses are of total requests received for the period.

4.4 Standards

a. Offeror is required to meet or exceed telemarketing industry standards including but not limited to, ensuring that the call abandonment rate does not exceed 10% and that a minimum of 80% of all calls are answered within (10) seconds. DTTD reserves the right to request reports that document achievement of performance objectives.

b. Call Center, Fulfillment, and Reporting standards will be negotiated with the successful Offeror. Penalties may be assessed for non-compliance with standards.

4.5 Database Management

a. Proposal shall provide a detailed plan, including costs and timeframes, to transfer and upload DTTD's current database. The current database is SQL with all information uploaded in a CSV format. If contractor's database format is different from SQL, then cost to implement the new format shall be included in the detailed plan.

b. Technical specifications for the database file format will be made in consultation with DTTD. All data collected by the Contractor as part of the contract will be organized and indexed in a format mutually agreed upon by DTTD and the Contractor for submission to DTTD at the completion of the contract. All computerized records will include complete documentation on data storage and retrieval procedures. All data used in statistical analysis will be made accessible in formats clearly demonstrating support of data summaries presented to DTTD.

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

4.6 Fulfillment

- a. Outgoing mail shall be processed through software that is at a minimum, Address Verification System, Coding Accuracy Support System (CASS) and Presort Accuracy Verification Equipment (PAVE), or similar, approved. All outgoing mail should receive maximum bar coding discounts as a result of using this software.

b. The Official New Hampshire Visitors Guide shall be fulfilled as follows:

- Delivered each March/April from the printer in the quantity of approximately 100,000 (subject to change).
- Exact size and weight of the Guidebook have not been determined, but the fulfillment facilities should be prepared to handle up to 32 standard size pallets (48" deep, 40" wide, 48" high).
- Copies shipped to individuals will be double-strapped in bundles of approximately 25 copies, secured on skids.
- Copies shipped bulk will be in cartons of approximately 50 copies, secured on skids.

c. Warehouse premises must be clean, dry, secure and available for inspection prior to the commencement of the contract and at additional times throughout the period of the contract. Contractor will include evidence of current insurance for contents as described in *Section 8.6 d* of this RFP.

d. Contractor shall zip-sort requests, apply label, address, 5+4 zip code and bar code, and mail within two (2) working days of receipt of request. Guidebooks are bulk mailed, as determined by USPS weight regulations, except if inquirer indicates date of travel within a month, when they are shipped first-class mail. Contractor is responsible for all permits and obtaining best possible postage discounts.

e. On occasion, the Contractor will undertake special mailings on behalf of DTTD to selected addresses from its database which may include multiple pieces and require insertion into envelopes.

f. The Offeror shall provide the option of "rush orders" for inbound USA telemarketing calls. Two options shall be provided: first class and overnight delivery.

- First class mailings will be prepared for inquiries indicating travel intention within one month, as determined by the scripted question, and must be processed by the next business day.
- Overnight delivery shall be at cost to the caller, payable by credit card. Overnight requests must be shipped on the day of the call. The Contractor shall be responsible for collection of the fees.

g. All domestic mailings shall be prepared in accordance with US Postal Service regulations, and all mail will be delivered by the Contractor to the appropriate US Postal Office. All U.S. mail will have a New Hampshire postmark. DTTD shall be reimbursed for any returns that have an incorrect or incomplete mailing address.

h. International mailings shall be screened to ensure they are on the eligible country list provided by DTTD and shall be mailed in accordance with international mail or courier regulations. DTTD shall not pay for any fulfillment sent to a country not listed on its eligible country list.

i. The Contractor is required to secure the most cost effective and timely manner for delivering fulfillment literature for domestic and international mailings.

j. Requests for multiple copies of the Guidebook (more than two) shall be referred to DTTD for approval.

4.7 Reports

a. The Contractor shall be required to generate computerized inventory and fulfillment activity reports on a weekly basis, or more frequently if requested which must include opening balance of books in stock; quantities shipped bulk, first class and foreign; total sent per month; quantity ordered but not shipped (ie "in process"), closing balance; along with funds expended/available in the postage account. These reports should show weekly activity, monthly activity, year to date activity, and comparison to previous year activity.

b. The Contractor shall receive monthly reports from the subcontractors in Canada, Germany and the UK as mentioned above should subcontractors be used. Fulfillment activity from these foreign reports shall be sent by the 5th of each month to the Contractor and DTTD, and shall be incorporated into the Contractor's monthly reports.

c. The Contractor shall provide monthly and cumulative year-to-date reports of:

- Inquiries detailed by source (eg publication name), type (eg phone), state/country and date, and combinations thereof as directed by DTTD.
- Bulk shipments for any multiple orders of literature showing quantity, address, shipping date, method and cost.
- Special reports for ad hoc projects such as direct mail campaigns and projects involving multiple cooperative partners.
- Postage and courier expenditures.

- o Expenses to include telephone usage (including incomplete calls), data input, handling/processing, postage (including returns to be credited), programming, storage, emailing to subcontractors, meetings and account services, and all other costs as requested by DTTD.

d. On occasion the Contractor will be required to provide more timely reports, on a daily or weekly basis.

e. Reports are due by the 10th of each month.

f. Reports shall include back-up receipts showing expenses incurred for telephone usage, bulk mail, first class mail, couriers, and expenditures incurred by the international subcontractors.

4.8 Program Development

a. The Contractor shall work with DTTD to enhance the database-driven Customer Relationship Marketing (CRM) Program that will utilize state of the art electronic and email strategies to ascertain customers' travel interests and record them in DTTD's database in a searchable format.

b. The Contractor agrees to provide recommendations when requested by DTTD for improving productivity, process, or efficiencies of, DTTD mail, email, or CRM marketing.

4.9 Transition

a. The Contractor shall pay to move inventory from current vendor's fulfillment location to new Contractor's fulfillment location, should the current vendor be replaced.

b. Any remaining balance of the pre-paid postage account shall be credited towards the total amount due on the final invoice of the contract.

c. The contractor shall agree to continue providing any part or all services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed sixty (60) calendar days after expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

5. GENERAL REQUIREMENTS

5.1 Copies and Distribution of Proposal

In order to be considered for selection, Offerors must submit a complete written response to this RFP by the deadline of 2:00 pm, on Monday, February 13, 2012. One (1) original and five (5) copies of each written proposal, as well as an electronic copy on CD, must be submitted to DTTD. No other distribution of the written proposal shall be made by the Offeror.

5.2 Organization and Experience

a. Organizational structure, staff size by department, current client list, and names and resumes of principles and proposed account team;

b. In-house telemarketing operation, including information on operator training programs; the average operator staffing levels during the periods 8 am to 4 pm, 4 pm to midnight, and midnight to 8 am; plans for handling short-term phone spikes; the average length of employment of telemarketing operators; total number of active operator stations; a description of the telemarketing system hardware and software used including phone and data backup capabilities; and any multi-lingual services, particularly French-Canadian;

c. Database management systems with specific emphasis on technical systems relative to telemarketing input screens, data capture, programming, security, backup, address hygiene and verification, relational database design, and database reports and analysis;

d. Fulfillment services with specific emphasis on warehouse and inventory management, bulk postage and shipping, turn around time, addressing systems, pick-and-pack, and bar code order verification;

e. Plans to commence services for DTTD with specific emphasis on transfer of database and toll-free phone numbers, operator training and development of all technical systems relative to telemarketing input screens, data capture, shipping and inventory control systems.

f. Ability to maintain uninterrupted service in the event of power loss, equipment failure or natural disasters.

g. Quality assurance program in place that samples calls and follows up to confirm efficient handling and caller satisfaction. In addition the contractor must provide DTTD with the ability for call center operators to monitor calls for quality assurance and accuracy.

5.3 Oral Presentation: Offerors may be required to make oral presentations, if requested.

5.4 Financial Standing: An Offeror, if requested, must be prepared to present evidence of financial standing necessary to satisfactorily meet the requirements set forth in the proposal.

6 SPECIFIC REQUIREMENTS

6.1 Proposal Submissions

a. All information requested must be submitted. Failure to submit this information at time of bid will render your proposal non-compliant and will result in a disqualification.

b. Offeror shall provide a thorough description of its plans and approach for accomplishing the requirements of *Section 4: Scope of Services*.

c. The proposal shall include all pricing information relative to performing the scope of services described in this RFP and as requested in Exhibit C. No payment can be made on a cost-plus-a-percentage basis (net only). Response shall include proposed manner of payment or payment/terms. Payments shall not be more frequent than monthly. The State of New Hampshire will not be responsible for expenses incurred in preparing this proposal and such costs associated with it should not be included.

d. Proposals should be as thorough and detailed as possible so that the DTTD may properly evaluate Offeror capabilities to provide the required services.

e. Each copy of the proposal must be in a single volume. Proposals must be prepared simply and economically, providing straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

f. The original copy must remain at DTTD, available for public inspection and disclosure, subsequent to awarding of the contract. Information considered confidential or proprietary may be marked as such by the submitting party. However, such determinations are not conclusive on DTTD and DTTD shall be subject to the provisions and requirements of RSA chapter 91-A (the New Hampshire right-to-know law) when determining what documents are subject to public inspection/disclosure pursuant to a right-to-know request.

- g. Proposals shall be signed by an authorized representative of the Offeror.
- h. Proposals must include the Contractor Data Sheet (Exhibit A) and Cost of Services Worksheet (Exhibit C).
- i. Offeror must provide samples of data collection in a presentation form (report) including, but not limited to, graphs, charts and tables etc. Sample data presented by Offeror to DTTD shall remain the property of DTTD.

7. EVALUATION AND AWARD CRITERIA

- 7.1 General Information: All proposals will be evaluated for responsiveness to the RFP by a Selection Committee made up of representatives of DRED and the tourism industry.
- 7.2 Criteria: Proposals shall be evaluated using the following criteria:
 - a. Experience (20%)
 - b. Capability (20%)
 - c. Financial Plan (30%)
 - d. Customer Service (30%)
 - e. Grand Total (100%)**
- 7.3 Award of Contracts: Offeror(s) deemed to be best suited among those submitting written proposals will be identified on the basis of evaluation factors stated in the Request For Proposal. Offeror(s) may be asked to make oral presentations.

The Selection Committee will make a recommendation for selection of a Contractor to the Commissioner of DRED. The selected Contractor will be notified in writing. DRED and the selected Contractor shall negotiate a contract containing the terms in the RFP. If DRED is unable to negotiate a satisfactory contract with the first selected Contractor, DRED may undertake negotiations with the next recommended Offeror.

The proposed Contract must be approved by the Governor and Executive Council. This process takes approximately four to six weeks after the execution of Contract. The contract approved by the Governor and Executive Council will be effective July 1, 2011.

7.4 Proposed Timetable:

Issue legal notice/RFP distribution	Monday, January 23, 2012
Clarifying questions time deadline	Monday, January 30, 2012, 3:00 PM
Answers emailed/posted to website	Monday, February 6, 2012
Written Proposals Deadline	Monday, February 13, 2012, 2:00 PM
Screening Committee Review	Tuesday, February 21, 2012
Oral Presentations (if necessary)	Monday, February 27, 2012
Commissioner's approval	Monday, March 5, 2012
Companies notified	Monday, March 6, 2012
Contract Negotiations	March, 2012
Contract to Governor and Council	April, 2012
Contract start date	July 1, 2012

Note: DTTD reserves the right to adjust this schedule as it deems necessary, at its sole discretion.

8 CONDITIONS

- 8.1 Ownership of Subsequent Products: Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP is to be the sole property of the State of New Hampshire unless stated otherwise in the contract.
- 8.2 Conformance With Statutes: Any contract awarded as a result of this RFP must be in full conformance with statutory requirements of the State of New Hampshire.
- 8.3 Amending or Canceling: The State reserves the right to amend or cancel this RFP, prior to the due date if it is in the best interest of the State, or to correct inaccuracies resulting from clerical errors.
- 8.4 Rejection for Misrepresentation: The State reserves the right to reject the proposal of any vendor for misrepresentation.
- 8.5 Conflict of Interest: DTTD reserves the right to request additional information from any Offeror on potential conflicts of interest and to limit or prohibit the participation of any Offeror due to conflict of interest as may be determined by the sole discretion of DTTD.
- 8.6 Contract Format: The successful Contractor will be required to become an approved vendor through the online application (<https://admin.state.nh.us/purchasing/vendorregistration>) and sign or provide the following documentation:
- a. Service Contract Form – Form P-37 (Attachment B).

b. Certificate of Authority/Vote. This document is only required if the Contractor is a corporation as it certifies by vote of the corporation's board that the person who signs the contract has been authorized to do so. The Contractor is required to provide this document on corporate letterhead, signed by the Chairman of the Board or similarly authorized person.

c. Certificate of Good Standing. This document is required for all contracts exceeding thirty (30) days. They are issued by the New Hampshire Secretary of State's office certifying that the corporation, partnership, or trade name has been registered to do business in New Hampshire. Certificates of Good Standing shall be current and are renewable annually by April 1st.

d. General liability insurance against all claims of bodily injury, death, or property damage in amounts not less than US\$250,000 per claim and US\$2,000,000 per incident, and fire and extended coverage insurance covering all DTTD property in amounts of not less than 80% of the whole replacement value of the property.

EXHIBIT C

COST OF SERVICES WORKSHEET

Please fill in the fees associated with the appropriate activity, on a per fee basis. If you have other fees, please list under other.

Enter a total cost per line based on price times quantity as well as a grand total for everything.

Activity	FY11 Qty	Price Per Unit	Fixed Price	Total
Yearly Standard Mail Permit Fee	1 permit			
Monthly Database Management Fee	12 months			
Fulfillment per package preparation	85,882 pieces			
Map fulfillment per piece	1,445 pieces			
Map envelope cost per piece	1,445 pieces			
Data Uploads per record	55,360 uploads			
Web Uploads per record	37,950 uploads			
Data Entry - BRC Cards per record	1,276 cards			
Programming charges	3 hours			
Inventory Storage Rate	257 pallets			
Stock Receiving Charges	6 hours			
Telemarketing Live Calls	20,427 minutes			
Other				
Other				
Other				

GRAND TOTAL:

Schedule #1

SCORES FOR FULFILLMENT WRITTEN PROPOSALS 2012

	Callogix	PBD	AnswerNet
William Storage	91	77	79
Tai Freligh	90	60	65
Jamie Trowbridge	90	75	50
Robin Maddaus	98	88	81
Amy Bassett	83	60	70

TOTAL: 452 360 345

**Total scores out of a maximum 500 points possible.*

SCREENING COMMITTEE MEMBERS

William Storage, Creative Director, Silvertch, Inc. - Silvertch is DTTD's Web Vendor

Tai Freligh, Communications Manager, DTTD

Jamie Trowbridge, President, Yankee Publishing, Inc. - YPI is DTTD's Guidebook Vendor

Robin Maddaus, Business Administrator, DTTD

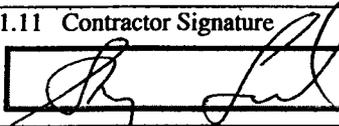
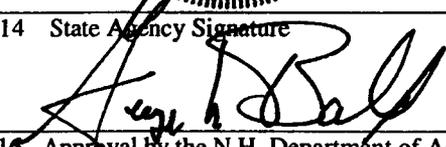
Amy Bassett, Assistant Director, DTTD

Subject: Call Center, Database Management and Mail Fulfillment Services FORM NUMBER P-37 (version 1/09)

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>DEPT OF RESOURCES AND ECONOMIC DEVELOPMENT</u>		1.2 State Agency Address <u>PO BOX 1856, CONCORD NH 03302</u>	
1.3 Contractor Name <u>CALLOGIX, INC.</u>		1.4 Contractor Address <u>8 COMMERCE DRIVE, SUITE 202B, BEDFORD, NH 03110</u>	
1.5 Contractor Phone Number <u>603.263.2612</u>	1.6 Account Number <u>035-3620,5874-500567</u>	1.7 Completion Date <u>JUNE 30, 2014</u>	1.8 Price Limitation <u>\$660,000</u>
1.9 Contracting Officer for State Agency <u>GEORGE M. BALD, COMMISSIONER</u>		1.10 State Agency Telephone Number <u>603.271.2665</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>SHERRY LEONARD, PRESIDENT</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>HILLSBOROUGH</u> On <u>3/21/2012</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>KIMBERLY ALMAND, NOTARY PUBLIC</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>GEORGE M. BALD, 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) By:  On: <u>4/11/12</u>			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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.

Contractor Initials 
Date 3/21/02

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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and
 - 14.1.2 fire and extended coverage insurance 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials 
Date 3/21/2012

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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

Receipt and Handling of Inquiries

- a. The Contractor shall be responsible for Call Center, Database Management, Mail Fulfillment, Warehousing, and Inventory Management Services for DTTD and DRED as fully described as follows.
- b. DTTD shall provide the Contractor with a fiscal year media plan that the Contractor shall be familiar with in order to anticipate call and fulfillment volumes. This media plan provides details on dates of activity, publication names, ad types (newspaper, magazine, TV etc), and the manner in which the inquiry will be received (phone, reader service email, label, Business Response Cards etc).
- c. Inquiries for New Hampshire travel and tourism information are generated via its 800 number FUN-IN-NH, with dedicated source codes to track specific media activity; via the online order form at www.visitnh.gov; via email and hard-copy labels from publishers offering reader service; and business reply cards.
- d. DTTD shall have the right of ownership of 800-FUN-IN-NH (800-386-4664) phone number beyond contract terms. The Contractor claims no right of ownership of and in 800-FUN-IN-NH (800-386-4664).

Staffing

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

Process and Handling

- a. The Contractor shall create input screen/s in consultation with DTTD to capture name, address (including 5 US digit zip+4 codes and Canadian postal codes); email address; date of proposed visit; and source codes (supplied by DTTD). Contractor shall have the ability to capture other information as requested. DTTD may change script seasonally, or at any time, with notice.
- b. The Contractor will interface with DTTD Web-based order forms.
- c. The Contractor is required to incorporate a US zip and Canadian postal code check into all call procedures.
- d. Inquiries that have a Canadian, German or UK address will be entered into a database and fulfilled by Contractor or may be forwarded by email on a daily basis to an agreed upon subcontractor for fulfillment. Additionally, if subcontractor is utilized, Contractor will receive monthly reports from the subcontractor which include details of fulfillments they have undertaken directly. These leads shall be entered into DTTD's database, but not fulfilled, and data included in monthly and annual reports.
- e. Contractor may receive inquiries from international countries other than those mentioned above. These will typically come from the online order form for the Guidebook on www.visitnh.gov. DTTD shall provide Contractor with a list of international countries authorized for fulfillment. All other international countries not on the list are excluded and not authorized for fulfillment. In the event inquiries from an excluded country increase significantly, Contractor shall seek guidance from DTTD as to commencing fulfillment to the country. Contractor will be responsible for all phases of inquiry, database management, fulfillment and reporting for these other international inquiries.
- f. Inquiries received in the aforementioned methods will be fulfilled with the Official New Hampshire Visitors Guide. The estimated number of annual requests is approximately 100,000.
- g. Calls requiring any additional information or clarification other than the fulfillment of a Guidebook, shall be either referred to DTTD (603-271-2665 or www.visitnh.gov), or referred to any additional sources as instructed by DTTD.
- h. Contractor shall provide a weekly "bad address" report listing and detailing the reasons for non-fulfillment and the percentage the bad addresses are of total requests received for the period.

Standards

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

Database Management

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

Fulfillment

- a. Outgoing mail shall be processed through software that is at a minimum, Address Verification System, Coding Accuracy Support System (CASS) and Presort Accuracy Verification Equipment (PAVE), or similar, approved. All outgoing mail should receive maximum bar coding discounts as a result of using this software.

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

Reports

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

- Bulk shipments for any multiple orders of literature showing quantity, address, shipping date, method and cost.
- Special reports for ad hoc projects such as direct mail campaigns and projects involving multiple cooperative partners.
- Postage and courier expenditures.
- Expenses to include telephone usage (including incomplete calls), data input, handling/processing, postage (including returns to be credited), programming, storage, emailing to subcontractors, meetings and account services, and all other costs as requested by DTTD.

d. On occasion the Contractor will be required to provide more timely reports, on a daily or weekly basis.

e. Reports are due by the 10th of each month.

f. Reports shall include back-up receipts showing expenses incurred for telephone usage, bulk mail, first class mail, couriers, and expenditures incurred by the international subcontractors.

Program Development

a. The Contractor shall work with DTTD to enhance the database-driven Customer Relationship Marketing (CRM) Program that will utilize state of the art electronic and email strategies to ascertain customers' travel interests and record them in DTTD's database in a searchable format.

b. The Contractor agrees to provide recommendations when requested by DTTD for improving productivity, process, or efficiencies of, DTTD mail, email, or CRM marketing.

Transition

a. The Contractor shall pay to move inventory from current vendor's fulfillment location to new Contractor's fulfillment location, should the current vendor be replaced.

b. Any remaining balance of the pre-paid postage account shall be credited towards the total amount due on the final invoice of the contract.

c. The Contractor shall agree to continue providing any part or all services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed sixty (60) calendar days after expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

Exhibit B

Payment Terms

Activity	Price Per Unit
Yearly Standard Mail Permit Fee	\$185/year
Monthly Database Management Fee	\$150/mnth
Fulfillment per package preparation	\$.25/pkg
Map fulfillment per piece	\$.32/piece
Map envelope cost per piece	\$.16/piece
Data Uploads per record	\$.10/record
Web Uploads per record	\$.15/record
Data Entry - BRC Cards per record	\$.40/record
Programming charges	\$85/hour
Inventory Storage Rate	\$7.75/pallet/mnth
Stock Receiving Charges	\$30/hour
Telemarketing Live Calls	\$.87/minute
Bulk (boxed) Fulfillment	\$3.37/order+\$1.88/SKU
Data verification	\$26/hour

Contract price is not to exceed \$660,000 for a two-year period. The breakdown is as follows:

FY13 not to exceed \$330,000

FY14 not to exceed \$330,000

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

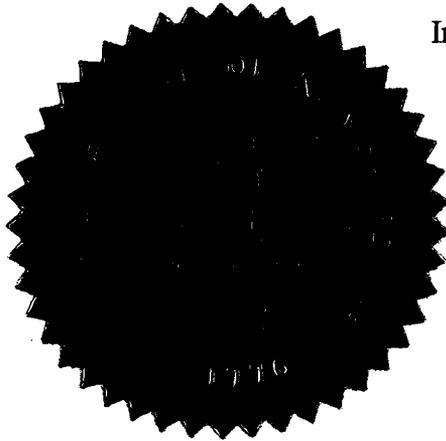
Exhibit C

There are no special provisions in this contract.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CaLLogix, Inc., a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on April 27, 2005. 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 16th day of April, A.D. 2012

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

William M. Gardner
Secretary of State

CALLOGIX, INC.

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

March 21, 2012

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

Authority of Certain Officers

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

General

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

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

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

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

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**CERTIFICATE OF THE SECRETARY OF
CALLGOIX, INC.**

I, Scott Humber, hereby certify that I am the Secretary of CaLLogix, Inc., a Delaware corporation (the "Company"), and, that as such, I am authorized to execute this certificate on behalf of the Company. I hereby certify to the State of New Hampshire Department of Resources and Economic Development that:

1. The person named in the following paragraph is on the date of this Secretary's Certificate a duly elected, qualified and acting incumbent of the office of the Company set forth opposite her name, and her signature or a facsimile thereof appearing opposite her name is her genuine signature or, if a facsimile, a true copy of her signature:

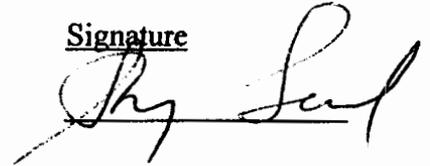
Name

Title

Signature

Sherry Leonard

President



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IN WITNESS WHEREOF, the undersigned has in his capacity as the Secretary of the Company executed this certificate in the name and on behalf of the Company as of March 21, 2012.



Scott Humber

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 02/10/2012
PRODUCER William Gallagher Associates Insurance Brokers, Inc. 470 Atlantic Avenue Boston, MA 02210	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED CaLLogix, Inc. 8 Commerce Drive Bedford, NH 03110	INSURERS AFFORDING COVERAGE INSURER A: Northern Insurance Co. of NY INSURER B: INSURER C: INSURER D: INSURER E:	NAIC # 19372

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 ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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	004777951	05/29/2011	05/29/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$Excluded GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	004777951	05/29/2011	05/29/2012	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Evidence of Insurance.

CERTIFICATE HOLDER State of New Hampshire Division of Travel & Tourism Attn: Tal Freleigh P.O. Box 1856 Concord, NH 03302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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