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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 J. Rose
Commissioner

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E-MAIL: travel@dred.state.nh.us

April 3, 2013

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 (DRED) to exercise a contract renewal with Rumbletree, Inc. (VC #156870), North Hampton, New Hampshire, in the amount of \$9,905,546 for domestic and international advertising and promotional services from July 1, 2013 through June 30, 2015. The original contract was approved by Governor and Council on April 27, 2011, item #23 and an amendment approved by Governor and Council on May 9, 2012, item #66. 98% General Funds and 2% Park Funds

Funds are available in accounts titled, Division of Travel-Tourism, Travel-Tourism Dev Fund, Economic Development Admin, and Parks Administration as follows pending budget approval for Fiscal Years 2014 and 2015, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

	<u>FY 2014</u>	<u>FY 2015</u>
03-35-35-352010-36200000-069-500567 Promotional Marketing Exp.	\$1,092,000	\$1,092,000
03-35-35-352010-58740000-069-500567 Promotional Marketing Exp.	\$3,685,773	\$3,685,773
03-35-35-350510-36000000-069-500567 Promotional Marketing Exp.	\$ 100,000	\$ 100,000
03-35-35-351510-37010000-069-500567 Promotional Marketing Exp.	\$ 75,000	\$ 75,000

EXPLANATION

DRED is requesting to exercise the option to renew our domestic and international advertising and promotional services contract for an additional two years. The Division of Travel and Tourism Development (DTTD) launched a new brand for New Hampshire just over a year ago. DTTD's goal is to have a consistent look and feel as we continue to enhance and grow the brand. Rumbletree has consistently demonstrated professionalism and creativity in promoting New Hampshire as a prime travel destination. Rumbletree has continued to be responsive to the needs of DTTD and the changing tourism environment, as well as having demonstrated a collaborative approach to promoting New Hampshire as a preferred destination.

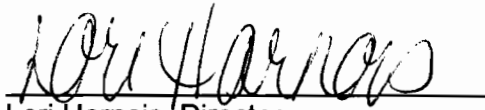
As a result of Rumbletree's strategic marketing recommendations and aggressive media purchase negotiations, New Hampshire continues to be a destination of choice for close to 34 million visitors a year. The Institute of New Hampshire Studies completed a Return on Investment Model for FY11 that shows that for every \$1 spent by the Division of Travel and Tourism Development, \$9.23 was returned in the form of state and local taxes and fees.

As a result of the reinstatement of RSA78-A:26 DTTD's budget will increase. The additional funds will be used to enhance the current efforts in New York and Canada. In an effort to be more cost effective and continue to grow the New Hampshire brand, this contract also includes two additional divisions of DRED, the Division of Parks and Recreation and the Division of Economic Development. Working together, the three divisions can have a stronger message for the different market segments.

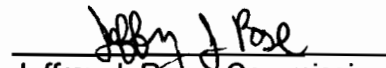
The Attorney General's office has reviewed and approved this contract as to form, substance and execution.

Respectfully submitted,

Concurred,



Lori Harnois, Director
Division of Travel and Tourism Development



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

Subject:

Advertising Agency Services

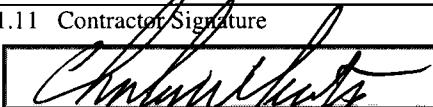
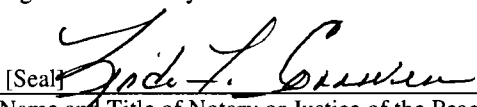
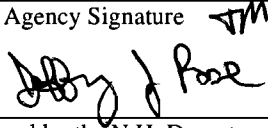
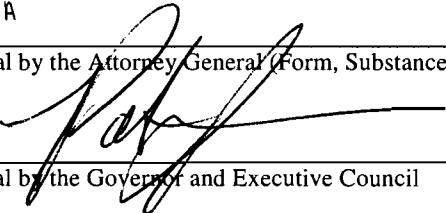
VC#156870

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 DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT		1.2 State Agency Address 172 PEMBROKE ROAD, PO BOX 1856, CONCORD NH 03302	
1.3 Contractor Name RUMBLETREE, INC		1.4 Contractor Address 216 LAFAYETTE ROAD, NORTH HAMPTON, NH 03862	
1.5 Contractor Phone Number 603-433-6214	1.6 Account Number see attached account #'s	1.7 Completion Date JUNE 30, 2015	1.8 Price Limitation \$9,905,546.00
1.9 Contracting Officer for State Agency AMY BASSETT, ASSISTANT DIRECTOR		1.10 State Agency Telephone Number 603-271-2665	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory CHARLES W. YEATON PRES -	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hampshire</u> On <u>April 4, 2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]  LINDA CORRIVEAU, Notary Public My Commission Expires September 9, 2014			
1.13.2 Name and Title of Notary or Justice of the Peace Linda Corriveau			
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>4/19/13</u>			
1.18 Approval by the Governor and Executive Council By: On:			

Rumbletree Contract Attachment

Account Numbers:

03-35-35-352010-36200000-069-500567

03-35-35-352010-58740000-069-500567

03-35-35-350510-36000000-069-500567

03-35-35-351510-37010000-069-500567

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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.

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

Following is the scope of work and services which will be performed by Rumbletree Inc., acting as agency for the New Hampshire Department of Resources and Economic Development, including the Division of Travel and Tourism Development, Division of Economic Development and Division of Parks and Recreation, hereinafter referred to as DRED.

Services to be provided by Rumbletree under its fee include:

1. CONSULTING, RESEARCH, AND PLANNING

- 1.1 Rumbletree will work closely with DRED to develop a targeted strategic plan for marketing New Hampshire as a travel destination. The plan will include the development of strategies for reaching existing and new markets, both domestically and internationally; and will be based on the analysis of existing research on New Hampshire and the travel industry, as well as on market and media research conducted by Rumbletree on DRED's behalf.
- 1.2 Rumbletree will work with DRED and its research contractor in identifying methods to enhance research efforts, and will also serve as liaison in working with contractors secured to conduct research related to the advertising efforts.
- 1.3 Rumbletree, with the assistance of DTTD, will develop budgets for media placement; creative services and production related to print, broadcast and internet advertising; and collateral materials required to support the marketing effort.
- 1.4 Agency time for consulting, secondary research (licensed by agency or subcontractors), planning, and budget analysis will be covered under account management and will be covered as part of the quarterly fee.
- 1.5 Rumbletree will work with Parks & Recreation/Economic Development in conjunction with Travel and Tourism to plan, create, and place their respective Marketing programs based on allocated funds.

2. CREATIVE SERVICES

- 2.1 The agency will create and produce print, broadcast and internet advertisements, as well as collateral materials, interactive media or other projects deemed necessary to support DRED's program.
- 2.2 Rumbletree will serve as DRED's liaison with photographers, printers, and other outside vendors required to produce materials; subsequently, Rumbletree will handle billing from vendors contracted on behalf of client.
- 2.3 Rumbletree will provide DRED with estimates for all outside services related to project development. Upon approval by DRED, the agency will incur outside and in-house production costs on DRED's behalf. Upon signed approval of mechanicals, scripts, and/or storyboards, Rumbletree will coordinate and oversee final production of all materials (except in those cases where DRED is managing the printing through Graphic Services).

- 2.4 Rumbletree will provide DRED templates and direction for internal production of certain marketing/promotional pieces.

3. MEDIA SERVICES

- 3.1 Rumbletree will plan and develop multimedia presentations that take into account new technologies. Rumbletree should be able to present viable options of multimedia devices to be used for distribution.
- 3.2 The agency will analyze media research data (print, broadcast and interactive) and will develop a media plan based on research findings, for approval by DRED. The media plan will include strategies and recommendations for domestic and international markets, on a monthly and an annual basis, as well as specific outlets (publications, broadcast stations and internet sites), length or size of ads, frequency of insertion, and costs.
- 3.3 Upon approval of the media plan the agency will negotiate the purchase of media space and/or time, providing the media and DRED with all the appropriate paperwork.
- 3.4 Upon receipt, Rumbletree will verify media invoices, then bill DRED based on the terms stated herein.

4. BILLING AND TERMS

- 4.1 The agency fee will be billed at the beginning of each quarter. Project costs and outside vendor costs incurred on DRED's behalf will be billed in progress. All outside vendor costs (photos, talent, etc.) will be billed at cost, and copies of all vendor invoices will be included.

Changes made after approval of mechanicals, scripts, or storyboards will be considered author's alterations (AAs). Outside vendor costs related to AAs will be billed above and beyond estimated costs if they exceed the originally estimated amount. DRED will be provided with proof of charges for all AAs. Agency time related to AAs is included as part of the fee as long as they fall within the allocated monthly hours. Any time above the monthly allocation will be billed at the hourly rate.

Talent fees and outside production costs related to broadcast advertisements will be billed at cost.

There may be reuse fees for talent and some creative materials provided by outside vendors, as provided by union contracts. Such fees will be identified as they occur and billed accordingly. All union talent is billed at cost, plus applicable taxes, union pension and welfare charges, booking agency fees, casting-call charges, etc. Where possible, Rumbletree will negotiate buyouts on talent and creative materials so DRED can avoid incurring reuse fees.

- 4.2 Media costs for advertising space and/or time will be billed to DRED at net cost. Omissions, time off the air, interruptions and earned discounts will be credited to DRED.

Charges for media space/time will be billed in progress. DRED will be provided with back-up copies of all media invoices and proof of placement.

All media invoices are due on or before 20 days from receipt of agency invoices.

4.3 Rumbletree will bill DRED for postage and shipping charges for forwarding materials to and from vendors and media outlets. Additionally, the agency will bill DRED for out-of-pocket expenses related to servicing the account, including travel expenses, parking, and mileage (at the IRS-approved level) and tolls. DRED will not be billed for copies, fax or phone charges.

4.4 All invoices, except as outlined above, are due on or before 30 days from receipt. Invoices that are under dispute or lack sufficient documentation will be paid upon resolution of the dispute and/or when adequate documentation is supplied to DRED.

All invoices and back-up materials will be generated in duplicate (2 copies).

5. BUDGET TRACKING

5.1 As part of its fee, Rumbletree agrees to maintain and provide DRED with a monthly budget report updating those aspects of the budget provided for by this contract. Specifically, the budget report will track agency fees, out-of-pocket expenses, material and production costs, and media costs.

6. RIGHT TO CANCEL

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

6.2 The State may terminate the Contract without cause by giving Rumbletree Inc sixty (60) days written notice before the effective termination date.

7. APPROVAL OF WORK

7.1 As previously stated, DRED will be provided with estimates for all projects and with media schedules. Signed estimates are considered to be an authorization by DRED for the agency to incur costs on its behalf, and DRED agrees to assume responsibility for those costs, within the requirements of paragraph 4 of the P-37 agreement.

7.2 Rumbletree will review and preliminarily proofread all work created. DRED will be provided with copies of all work for final approval. Client signature or documented verbal or written approval is required for all work. Such approval signifies that DRED has carefully reviewed all of the content of materials provided for accuracy of all information.

8. COPYRIGHT AND OWNERSHIP

8.1 All materials and research prepared and provided by Rumbletree for DRED will become the property of DRED, upon payment, unless otherwise agreed to in writing by both parties.

8.2 DRED will be responsible for obtaining copyrights or marks on any advertising or concepts it may wish to own.

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9. STAFFING AND PROJECT MANAGEMENT

- 9.1 Rumbletree agrees to have the appropriate principals directly responsible for the management of all projects undertaken by it on behalf of DRED. A principal of the firm will also assume responsibility for providing daily oversight to the account service and will be present at all client/agency meetings unless otherwise agreed to by both parties.
- 9.2 Rumbletree agrees that it will maintain adequate staffing to provide DRED with responsive and timely service.
- 9.3 Rumbletree will give guidance and support to other DRED contractors to ensure maximum synergy and results. This includes, but is not limited to website developer, guidebook publisher, public relations firm, website, and researcher.
- 9.4 Rumbletree will work and cultivate partnerships with other state agencies or divisions that, through cooperative promotion will enhance the State's presence in niche markets.
- 9.5 Rumbletree agrees to provide members of its staff who work with DRED training and development opportunities, including but not limited to informal research time and attendance at seminars, workshops or lectures related to travel and tourism. DRED will be invoiced for attendance at training and development opportunities requiring overnight or long-distance travel which are attended by Rumbletree members at DRED's request. All other training will be done at Rumbletree's expense.
- 9.6 In producing projects for DRED that require the use of outside vendors, Rumbletree agrees to place special emphasis on the use of New Hampshire vendors.
- 9.7 Rumbletree, if needed, will design, construct, update/modify, store, maintain, ship, and setup the State's trade show booths to each event or subcontract with a capable vendor.
- 9.8 Rumbletree is not authorized to represent the State's position to the public or media and must be authorized to provide information by DRED.

10. EXAMINATION OF RECORDS

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

**EXHIBIT B
PAYMENT TERMS**

1. CONTRACT LIMIT

1.1 Total annual expenditures under this contract are not to exceed \$4,952,773 for FY14 and \$4,952,773 for FY15 for a total of \$9,905,546

2. AGENCY FEE

2.1 Rumbletree shall be paid an annual retainer equal to 9% of \$3,190,000.00 and 8.5% of any additional amounts up to \$4,777,773.

The fee, paid quarterly, shall cover the following services:

- a) Day-to-day account management entailing scheduling, budgeting, client liaison, oversight of creative projects, correspondence, etc.
- b) Attendance at regularly scheduled meetings with DRED and other contractors to make sure all partners are working within the overall DRED brand and mission. Meetings to be attended by agency principal, account executive and a representative for media planning.
- c) Attendance at bi-weekly meetings with DTTD staff to plan, communicate and review advertising strategies.
- c) Annual planning of marketing strategies and tactical plans.
- d) Preparation of media plans and recommendations.
- e) Development and management of the annual advertising budget.
- f) Monthly budget tracking and reporting.
- g) Accounting services for payment, reconciliation and reporting of third-party vendors.
- h) Preparation and distribution of monthly status reports.
- i) Review and analysis of secondary research (licensed by agency or subcontractors) and findings and advice/ recommendations regarding research strategies.
- j) Attendance by at least one agency representative at the following industry conferences: The Governor's Conference on Tourism, Educational Seminars for Travel Officers (ESTO), New Hampshire Lodging and Restaurant Association (NHLRA), New Hampshire Travel Council (NHTC) conferences and Discover New

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England Annual Summit in order to be current on industry activities and trends. As well as, other conferences that are deemed important by either Economic Development or Parks and Recreation.

2.2 Agency time for creative development / creative production, production management and media negotiation / buying for projects as outlined in the RFP scope of work will not exceed 6.8% of the total budget.

- a) DRED will be furnished with a written estimate for all projects. Estimates will be fixed unless the scope of work changes, at which time Rumbletree will provide DRED with a written change order.
- b) This Contract may be modified only by written amendment, which has been executed and approved by the appropriate parties from the State and Rumbletree.
- c) Rumbletree will not commence work until written authorization is provided by DRED. This applies to both original estimates and change orders.

2.3 Any funds received in the form of partnership contributions shall be subject to a 16% agency fee. If the fee earned from partnership funds does not cover the scope of work, the agency will prepare project estimates based on the hourly rate schedule outlined here, for approval by DRED. Such projects will be billed above and beyond standard agency fees. All partnership contributions shall be paid in advance of project completion.

2.4 All media costs, materials, production costs, and out-of-pocket expenses for services directly associated with work performed by Rumbletree and approved by a representative of DRED will be billed in progress.

3. SPECIAL PROJECTS

3.1 Special project outside the fee, estimates will be based on the following hourly rates.

RATE SCHEDULE	HOURLY RATES
Principal (media, creative, account)	\$140.00
Media Planning & Placement	\$150.00
Copywriter	\$100.00
Account Executive	\$85.00
Graphic Designer/Creative Staff	\$100.00
Broadcast Producer	\$150.00
Production Manager	\$85.00
Proofreader	\$40.00
Accounting/Admin. Support	\$30.00
Web Development	\$100.00
Web Production	\$85.00



Exhibit C

SPECIAL PROVISIONS

There are no special provisions to be incorporated as part of this contract.

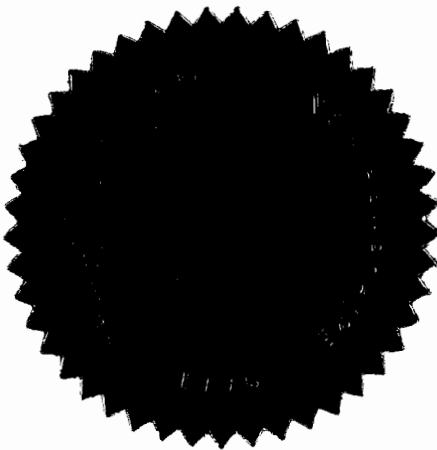
cuyl

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 RUMBLETREE, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on May 31, 1990. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of April, A.D. 2013

A handwritten signature in black ink, reading "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Jessica Kellogg, do hereby certify that:

1. I am duly elected Director of Client Services Rumbletree (herein after referred to as the "Corporation").
2. The following are true copies of two resolutions duly adopted by the Board of Directors of the Corporation on April 4, 2013, are presently in full force and effect, and have not been revoked or rescinded as of the date hereof.

RESOLVED: That the Corporation desires and is hereby authorized to enter into a contract with the State of New Hampshire Department of Resources and Economic Development (DRED) Division of Travel and Tourism Development (DTTD).

RESOLVED: That the President, Charles W. Yeaton, hereby is authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions or modifications thereto, as he may deem necessary, desirable or appropriate.

The foregoing resolutions have not been amended or revoked and remain in full force and effect as of April 4, 2013.

Jessica Kellogg
Principal, Rumbletree

4/4/13
Date

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this the 4th day of April, 2013, before me, Linda F. Corriveau,

the officer personally appeared Jessica Kellogg, who acknowledged herself as the duly elected Principal of Rumbletree. In witness whereof I hereunto set my hand and official seal.

Linda F. Corriveau
Notary Public

My commission expires _____
Linda F. Corriveau, Notary Public
My Commission Expires September 9, 2014



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/4/2013

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 D.B. Warlick & Co. P O Box 1260 69 Lafayette Rd. North Hampton NH 03862		CONTACT NAME: Kathleen M. Flibotte, CISR PHONE (A/C, No, Ext): 603.964.6065 x101 FAX (A/C, No): 603.964.9029 E-MAIL ADDRESS: kflibotte@dbwarlick.com PRODUCER CUSTOMER ID #:	
INSURED Rumbletree, Inc. 216 Lafayette Road Bldg 2, Suite 206 N Hampton NH 03862		INSURER(S) AFFORDING COVERAGE INSURER A: Hanover Insurance Company INSURER B: Axis Reinsurance Co INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 12/13 Master

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			OBV 9590497 00	06/15/2012	06/15/2013	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	☐ POLICY ☐ PROJECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY			OBV 9590497 00	06/15/2012	06/15/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☒ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☒ HIRED AUTOS						\$
	☒ NON-OWNED AUTOS						\$
							\$
							\$
A	UMBRELLA LIAB ☒ OCCUR			OBV 9590497 00	06/15/2012	06/15/2013	EACH OCCURRENCE \$ 2,000,000
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 2,000,000
	DEDUCTIBLE						\$
	☒ RETENTION \$ 0						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			W2V 9590487 00	06/15/2012	06/15/2013	☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	N/A				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Professional Liability			MCN000166511201	05/26/2012	05/26/2013	Limit: \$1,000,000

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

Workers Compensation - statutory State NH: Officers are excluded from coverage: Charles Yeaton and Leo Crotty

CERTIFICATE HOLDER**CANCELLATION**State of New Hampshire, DRED
172 Pembroke Road
Concord, NH 03302

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

Edward Young/KF

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 RUMBLETREE, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on May 31, 1990. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of April, A.D. 2013

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Jessica Kellogg, do hereby certify that:

1. I am duly elected Director of Client Services Rumbletree (herein after referred to as the "Corporation").

2. The following are true copies of two resolutions duly adopted by the Board of Directors of the Corporation on April 4, 2013, are presently in full force and effect, and have not been revoked or rescinded as of the date hereof.

RESOLVED: That the Corporation desires and is hereby authorized to enter into a contract with the State of New Hampshire Department of Resources and Economic Development (DRED) Division of Travel and Tourism Development (DTTD).

RESOLVED: That the President, Charles W. Yeaton, hereby is authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions or modifications thereto, as he may deem necessary, desirable or appropriate.

The foregoing resolutions have not been amended or revoked and remain in full force and effect as of April 4, 2013.



Principal, Rumbletree

4/4/13
Date

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this the 4th day of April, 2013, before me, Linda F. Corriveau,

the officer personally appeared Jessica Kellogg, who acknowledged herself as the duly elected Principal of Rumbletree. In witness whereof I hereunto set my hand and official seal.



Notary Public

My commission expires _____
Linda F. CORRIVEAU, Notary Public
My Commission Expires September 9, 2014



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/4/2013

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.

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PRODUCER D.B. Warlick & Co. P O Box 1260 69 Lafayette Rd. North Hampton NH 03862		CONTACT NAME: Kathleen M. Flibotte, CISR PHONE (A/C, No. Ext): 603.964.6065 x101 E-MAIL ADDRESS: kflibotte@dbwarlick.com PRODUCER CUSTOMER ID #:	
INSURED Rumbletree, Inc. 216 Lafayette Road Bldg 2, Suite 206 N Hampton NH 03862		INSURER(S) AFFORDING COVERAGE INSURER A: Hanover Insurance Company INSURER B: Axis Reinsurance Co INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 12/13 Master

REVISION NUMBER:

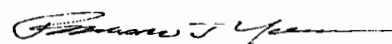
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	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMPIOP AGG \$ 2,000,000
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	☒ HIRED AUTOS						\$
	☒ NON-OWNED AUTOS						\$
A	UMBRELLA LIAB ☒ OCCUR			OBV 9590497 00	06/15/2012	06/15/2013	EACH OCCURRENCE \$ 2,000,000
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 2,000,000
	DEDUCTIBLE						\$
	☒ RETENTION \$ 0						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			W2V 9590487 00	06/15/2012	06/15/2013	☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Professional Liability			MCN000166511201	05/26/2012	05/26/2013	Limit: \$1,000,000

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

Workers Compensation - statutory State NH: Officers are excluded from coverage: Charles Yeaton and Leo Crotty

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire, DRED 172 Pembroke Road Concord, NH 03302	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 Edward Young/KF 

ACORD 25 (2009/09)

INS025 (2009/09)

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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 30, 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 (DRED), Division of Travel and Tourism Development (DTTD) to enter into a **SOLE SOURCE** amendment (Contract #1016466) with Rumbletree, Inc. (VC #156870), Portsmouth, New Hampshire, by increasing the contract amount by 159,040 from \$8,785,060 to \$8,944,100 for advertising and promotional services for the New Hampshire Department of Agriculture, Markets and Food, Division of Agricultural Development (DAMF) for the period beginning upon approval by the Governor and Executive Council through June 30, 2013. The original contract was approved by Governor and Executive Council on April 27, 2011, Item # 23. 100% Travel & Tourism Revolving Funds.

Funds are available in the account titled, Travel/Tourism Revolving Fund, as follows, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

	<u>FY2012</u>	<u>FY2013</u>
03-35-35-352010-36250000-069-500567 Promotional and Marketing Exp	69,040	90,000

EXPLANATION

The cornerstone of the Division of Travel and Tourism Development's efforts to increase visitor spending in New Hampshire is the Division's year-round advertising and promotion program. A comprehensive marketing strategy enhances the State's image and stimulates interest and motivation levels of potential visitors domestically and internationally. We are requesting approval of this amendment as sole-source as the Department of Agriculture "Buy Local New Hampshire Agriculture" marketing campaign is an integral part of promoting Travel & Tourism in New Hampshire.

Ending from DAMF via a Memorandum of Understanding (MOU) (attached) approved by Governor and Council on March 7, 2012 (Item # 22) between DAMF and DRED, DTTD requires the continued utilization of DTTD's contracted advertising agency, Rumbletree, to continue to build the established and successful "Buy Local New Hampshire Agriculture" marketing campaign.

Rumbletree has been working with DAMF through DTTD in developing various marketing pieces. These have included the Wine and Cheese Trail, Garden Trail and Agricultural Resources maps. Farm stands, farmers markets, pick-your-own farms as well as farms and gardens have been promoted via print ads, internet advertising, search engine marketing, TV advertising and the DTTD resource database on visithn.gov.

Rumbletree continues to stay ahead of tourism trends through extensive research and engagement in the industry both in New Hampshire and nationally. As a result, the strategic marketing recommendations they propose and their aggressive media purchase negotiations, have allowed New Hampshire to continue to be a destination of choice for more than 34 million visitors a year. The Institute of New Hampshire Studies completed a Return on Investment Model for FY11 that shows that for every \$1 spent by the Division of Travel and Tourism Development, \$9.23 was returned in the form of state and local taxes and fees.

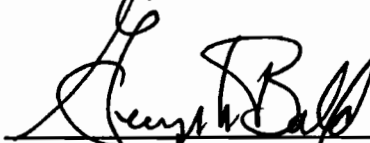
The Attorney General's office has reviewed and approved this amendment as to form, substance and execution.

Respectfully submitted,



Lori Harnois, Director
Division of Travel and Tourism Development

Concurred,



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

AMENDMENT OF AGREEMENT WITH RESPECT TO SERVICES TO BE PROVIDED
BY RUMBLETREE, INC. TO THE STATE OF NEW HAMPSHIRE, VIA
THE DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT

The Department of Resources and Economic Development (DRED) and Rumbletree, Inc. hereby mutually agree to amend their existing contract (#1016466) which was approved by the Governor and Executive Council on April 27, 2011 (Item #23) for the period from July 1, 2011 through June 30, 2013.

The contract is amended as follows:

1. Amend Exhibit A to allow the Department of Agriculture, Markets and Food (DAMF), Division of Agricultural Development and (DRED) Division of Travel and Tourism Development (DTTD) to continue to utilize the division's contracted advertising agency to build the established "Buy Local New Hampshire Agriculture" marketing campaign that ties into DTTD's state marketing campaign. This partnership will allow DAMF to work with DTTD and Rumbletree, the division's contracted advertising agency, to continue a marketing campaign in conjunction with DTTD's state tourism marketing campaign as indicated on the attached.
2. Amend Exhibit B to increase the funding by \$159,040 from \$8,785,060 to \$8,944,100. Cost to continue the marketing campaign not to exceed \$159,040, as indicated on the attached.
3. All other terms and conditions of this contract shall remain the same in full force and effect as originally set forth.
4. This amendment is subject to approval of Governor and Executive Council.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first written.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND
ECONOMIC DEVELOPMENT

Diana Turpend
Witness

George M Bald, Commissioner, DRED

Date

4-29-12

Kelley Monahan
Witness

Rumbletree, Inc

Date

for Charles Yerton
Kara A. Young

Attorney General

Date

4/25/2012

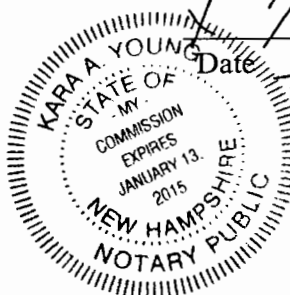


Exhibit A- Services

1. DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT (DRED) AND RUMBLETREE INC.

1.1 Agency will amend Exhibit A to allow the Department Agriculture, Markets and Food (DAMF), Division of Agricultural Development and (DRED) Division of Travel and Tourism Development (DTTD) to continue to utilize the division's contracted advertising agency to build the established "Buy Local New Hampshire Agriculture" marketing campaign that ties into DTTD's state marketing campaign. This partnership will allow DAMF to work with DTTD and Rumbletree, the division's contracted advertising agency, to continue a marketing campaign in conjunction with DTTD's state tourism marketing campaign as indicated on the attached for both FY 12 and FY 13.

Exhibit B- Remuneration

1. CONTRACT LIMIT

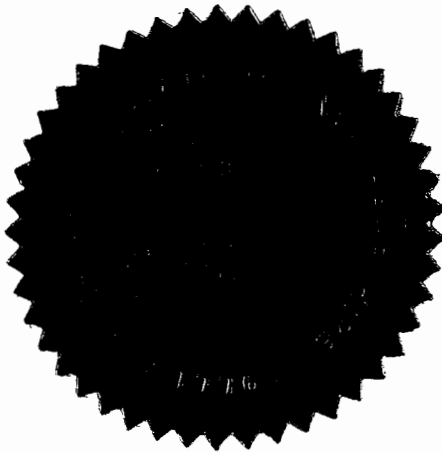
1.1 Funding will be increased by \$159,040 to bring the total expenditures under this contract to \$8,944,100.

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 RUMBLETREE, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on May 21, 1990. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of April, A.D. 2012

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

William M. Gardner
Secretary of State



R U M B L E T R E E

CERTIFICATE OF VOTE

I, Jessica Kellogg, do hereby certify that:

1. I am duly elected Principal of Client Service of Rumbletree (herein after referred to as the "Corporation").
2. The following are true copies of two resolutions duly adopted by the Board of Directors of the Corporation on April 10, 2012, are presently in full force and effect, and have not been revoked or rescinded as of the date hereof.

RESOLVED: That the Corporation desires and is hereby authorized to enter into a contract with the Department Agriculture, Markets and Food (DAMF), Division of Agricultural Development and (DRED) Division of Travel and Tourism Development (DTTD)

RESOLVED: That the President, Charles W. Yeaton, hereby is authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions or modifications thereto, as he may deem necessary, desirable or appropriate.

The foregoing resolutions have not been amended or revoked and remain in full force and effect as of April 10, 2012.

Jessica Kellogg
Director of Client Services, Rumbletree

4/10/12
Date

STATE OF NEW HAMPSHIRE, COUNTY OF ROCKINGHAM

On this the 10th day of April, 2012, before me, Crystal A Nersesian,

the officer personally appeared Jessica Kellogg, who acknowledged herself as the duly

elected Principal of Rumbletree. In witness whereof I hereunto set my hand and official seal.

Crystal A Nersesian

Notary Public

My commission expires

CRYSTAL A. NERSESIAN, Notary Public
My Commission Expires October 8, 2013

216 Lafayette Road

North Hampton, New Hampshire 03862

(603) 433-6214 | Fax: (603) 433-6269

rumbletree.com

ACORD		04/10/2012
PRODUCER 603.964.6065 x101 FAX 603.964.9029 D.B. Warlick & Co. P O Box 1260 69 Lafayette Rd. Nor Hampton, NH 03862		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.
INSU. umbletree, Inc. 216 Lafayette Road Bldg 2, Suite 206 N Hampton, NH 03862		
		INSURERS AFFORDING COVERAGE
		INSURER A: Zurich Insurance Group
		INSURER B: AXIS Surplus Ins Co
		INSURER C:
		INSURER D:
		INSURER E:
		NAIC #

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY	PAS42444704	06/15/2011	06/15/2012	EACH OCCURRENCE \$ 1,000,000
	☒	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	☐	CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ Excluded
						GENERAL AGGREGATE \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,000
		☐ POLICY ☐ PRO-JECT ☐ LOC				
A		AUTOMOBILE LIABILITY	PAS42444704	06/15/2011	06/15/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐	ANY AUTO				
	☐	ALL OWNED AUTOS				
	☐	SCHEDULED AUTOS				
	☒	HIRED AUTOS				
	☒	NON-OWNED AUTOS				
		ORAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐	ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
A		EXCESS / UMBRELLA LIABILITY	PAS42444704	06/15/2011	06/15/2012	EACH OCCURRENCE \$ 2,000,000
	☒	OCCUR ☐ CLAIMS MADE				AGGREGATE \$ 2,000,000
	☐	DEDUCTIBLE				\$
	☒	RETENTION \$ 0				\$
						\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC42450107	06/15/2011	06/15/2012	☒ WC STATU-TORY LIMITS ☐ OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N				E.L. EACH ACCIDENT \$ 100,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 100,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
3		OTHER Professional Liability	RCN000117991101	05/26/2011	05/26/2012	Limit \$1,000,000

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

Workers Compensation - statutory state NH; Officers are excluded from coverage; Charles Yeaton & Crotty

CERTIFICATE HOLDER State of New Hampshire, DRED 2 Pembroke Road 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>10</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 Edward Young/KF
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

New Hampshire
Department of Agriculture,
Markets & Food

COPY
for DTED

Lorraine S. Merrill, Commissioner

February 21, 2012

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

REQUESTED ACTION

The New Hampshire Dept. of Agriculture, Markets & Food requests authorization to enter into a Memorandum of Understanding with the New Hampshire Department of Resources & Economic Development, in the amount of \$159,040 to continue a marketing project uniting New Hampshire agriculture with tourism marketing for the State effective upon Governor and Council approval through June 30, 2013. 100% Federal Funds.

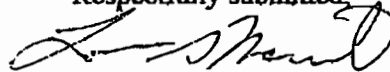
Funding is available in account, 02-18-18-185010-28200000 Specialty Crop Block Grant, as follows:

<u>Account</u>	<u>FY 2012</u>	<u>FY2013</u>	<u>Totals</u>
28200000-500576 Grants—other state agency	\$69,040	\$90,000	\$159,040

EXPLANATION

The New Hampshire Dept. of Agriculture, Markets & Food, Division of Agricultural Development (DAMF) wishes to enter into a Memorandum of Understanding with the New Hampshire Dept. of Resources & Economic Development, Division of Travel & Tourism Development (DTTD) to conduct marketing activities for New Hampshire agriculture in conjunction with tourism marketing. This partnership will allow the DAMF to utilize DTTD's contracted advertising agency to build a "Buy Local New Hampshire Agriculture" campaign that ties into DTTD's state marketing campaign.

Respectfully submitted,



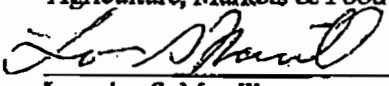
Lorraine S. Merrill
Commissioner

Memorandum of Understanding
Between
New Hampshire Department of Agriculture, Markets & Food
And
New Hampshire Department of Resources & Economic Development
For
Marketing Partnership

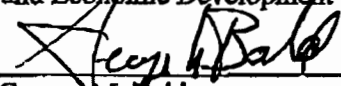
1. This Memorandum of Understanding (MOU) constitutes an agreement between New Hampshire Department of Agriculture, Markets & Food, Division of Agricultural Development, (DAMF) located at 25 Capitol Street, Concord, NH 03301 and New Hampshire Department of Resources and Economic Development (DRED), Division of Travel and Tourism Development (DTTD), located at 172 Pembroke Road, Concord, NH 03301.
2. A partnership between DAMF and DRED will allow DAMF to work with DTTD and continue to utilize the division's contracted advertising agency to build the established and successful "Buy Local New Hampshire Agriculture" marketing campaign that ties into DTTD's state marketing campaign. The total value of this MOU shall not exceed \$159,040. This MOU is effective upon Governor & Council approval through June 30, 2013.
3. Services provided by DRED, DTTD include consulting time to develop a plan specific to marketing New Hampshire agriculture and conducting the activities in the plan as approved by DAMF, Division of Agricultural Development and DRED, DTTD.
4. DAMF will reimburse DRED, DTTD for allowable costs upon receipt of an itemized invoice, referencing this MOU. DAMF shall have final authority for approval of costs as submitted.
5. The conditions and responsibilities outlined in this agreement are subject to the availability of resources. Either party may terminate this agreement by written notice to the other party effective upon delivery to that party, if funds become unavailable to carry out this agreement. Upon termination, all expenses incurred by DRED prior to the termination will be reimbursed.

In witness whereof, the parties hereto have caused this Memorandum of Understanding to be executed:

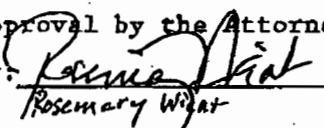
New Hampshire Department of
Agriculture, Markets & Food

 2-22-12
Lorraine S. Merrill Date
Commissioner

New Hampshire Department of Resources
and Economic Development

 2/20/12
George M. Bald Date
Commissioner

Approval by the Attorney General:

By: 
Rosemary Wiat



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

April 6, 2011

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 [REDACTED] (VC #156870), North Hampton, New Hampshire, in the amount of \$8,785,060 for domestic and international advertising and promotional services for the period beginning July 1, 2011 through June 30, 2013, with the option to renew for one additional two year period upon consent of both parties and subject to Governor and Executive Council approval. 100% General Funds

Funds are available in accounts titled, Division of Travel-Tourism, and Travel-Tourism Dev Fund, as follows pending budget approval for Fiscal Years 2012 and 2013, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

		<u>FY 2012</u>	<u>FY 2013</u>
03-35-35-352010-36200000-069-500567	Promotional and Marketing Exp	1,097,500	1,097,500
03-35-35-352010-58740000-069-500567	Promotional and Marketing Exp	3,209,787	3,380,273

EXPLANATION

The cornerstone of the Division of Travel and Tourism Development's efforts to increase visitor spending in New Hampshire is the Division's year-round advertising and promotion program. A comprehensive marketing strategy enhances the State's image and stimulates interest and motivation levels of potential visitors domestically and internationally. Cooperative opportunities encourage in-state business participation and leverage state funds. A full service advertising agency serves as the key strategic partner in these efforts with the Division.

The Division of Travel and Tourism Development issued an extensive Request for Proposals on December 9, 2010. Notice was sent to 95 advertising agencies and a legal notice placed in a statewide newspaper. Eight vendors attended the Pre-Proposal Conference on December 21, 2010. Subsequently, eight vendors submitted formal written proposals in January 2011. Three agencies were invited to oral presentations on February 23, 2011.

A selection committee comprised of marketing professionals in both the private and public sectors, and other members of the tourism industry (schedule # 2) reviewed these proposals and scored them based on a pre-determined set of criteria. As a result of the scoring, three of these agencies were asked to make oral presentations to the committee in February 2011. In the oral presentations, each agency was

asked to provide a creative proposal building on their written proposal and to respond to the committee's questions. A composite score of both the written and the creative oral presentations is included as Schedule # 3.

Rumbletree continues to stay ahead of tourism trends through extensive research and engagement in the industry both in New Hampshire and nationally. As a result, the strategic marketing recommendations they propose and their aggressive media purchase negotiations, have allowed New Hampshire to continue to be a destination of choice for more than 34 million visitors a year. The Institute of New Hampshire Studies completed a Return on Investment Model for FY10 that shows that for every \$1 spent by the Division of Travel and Tourism Development, \$7.99 was returned in the form of state and local taxes and fees.

The Division has had a strong working relationship with Rumbletree. Rumbletree has consistently demonstrated professionalism and creativity in promoting New Hampshire as a prime destination. Further, Rumbletree has continued to be responsive to needs of the Division, the changing tourism environment, and continually demonstrates a collaborative approach to promoting New Hampshire as a preferred destination.

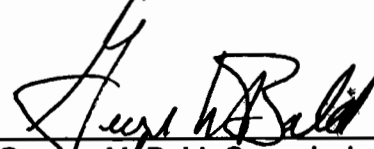
The Attorney General's office has reviewed and approved this contract as to form, substance and execution.

Respectfully submitted,



Lori Harnois, Director
Division of Travel and Tourism Development

Concurred,



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

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

BID SUMMARY

Proposals were evaluated based on the proven ability of the presenters to satisfy the provisions set forth in the Scope of Services.

Written Proposal Criteria:

• **Part A: Experience and Qualifications (30%) RFP Section 5.1**

1. OFFEROR'S EXPERIENCE IN SCOPE OF WORK (RFP Section 5.1b):

Experience in providing services as detailed in the scope of work. Max points-10

2. PERSONNEL EXPERIENCE (RFP Section 5.1b): Expertise of participating personnel and a description of training and development programs. Max points-10

3. DESCRIPTION OF FINANCIAL STABILITY (RFP Section 5.1b): Description of how vender will absorb the scope of work in this contract with out over-taxing it's capabilities. Max points-10

TOTAL POINTS FOR PART A (Maximum 30 Points)

• **Part B: Marketing Strategy and Methodology (50%) RFP Section 5.1c & 5.4**

1. GOALS & OBJECTIVES: How will vendor meet the requirement of DTTD's core mission, target audiences, regional aspects and limited dollars available?

Max points-10

2. STRATEGIES & TACTICS: How will the vendor leverage the NH image to expand year round visitation and expand marketing efforts through industry partnerships?

Max points-20

3. BUDGET INFORMATION: Complete rates and fees schedule for contract.

Max points-10

4. RESEARCH: Written description of research capabilities and proposed tracking system to measure effectiveness of programs/tactics recommended. Max points-10

TOTAL POINTS FOR PART B (Maximum 50 points)

• **Part C: Marketing Financial Terms (20%) RFP Section 5.3**

1. HOURLY RATES SCHEDULE: Attachment B part 1

Max points-10

2. AGENCY FEE STRUCTURE: Attachment B part 2

Max points-10

TOTAL POINTS FOR PART C (Maximum 20 points)

TOTAL COMBINED SCORE (A-C) FOR WRITTEN PROPOSAL (Maximum score = 100)

Vendors were scored on the criteria above and the 3 highest scoring ad agencies were invited to give oral presentations.

Presenters (highest scores on written proposals):

- Griffin York & Krause, 121 River Front Drive, Manchester, NH
- M-5 Advertising, 707 Chestnut St, Manchester, NH
- Rumbletree, PO Box 6577, Portsmouth, NH

Oral Presentation Criteria:

- | | |
|--|---------------|
| • RATIONALE AND RESEARCH: | Max points-10 |
| • CREATIVITY: | Max points-25 |
| • PROPOSED EVALUATION/TRACKING FOR SUCCESS | Max points-10 |

TOTAL SCORE FOR ORAL PRESENTATION (Maximum score = 50)

SCHEDULE #3

Advertising Agency Selection 2011

Written Proposals Evaluation

	Marke Communications	Eleven	Fuseideas	Distinct Advertising	Rattle Advertising	Griffin, York & Krause	M5	Rumbletree
Amy Bassett	40	42	42	54	68	110	123	132
Jayne O'Connor	82	88	82	50	78	123	124	132
Samantha Matlais	68	64	58	52	88	138	108	129
Lori Hamois	38	44	52	36	56	107	113	130
Robin Comstock	40	78	68	40	62	88	110	150
Karl Stone	48	58	56	48	52	100	98	107
Gail McWilliam-Jellie	48	56	56	44	54	95	106	118
Van McLeod	34	64	46	32	34	119	125	124
Celia Nardo	44	50	48	32	48	74	95	104
Written Totals	442	544	508	388	540	954	1002	1126
Oral Presentations								
Amy Bassett								
Jayne O'Connor						36	31	40
Samantha Matlais						37	30	42
Lori Hamois						40	30	35
Robin Comstock						35	31	40
Karl Stone						30	20	50
Gail McWilliam-Jellie						40	30	35
Van McLeod						25	30	40
Celia Nardo						47	45	48
Oral Totals						20	25	30
TOTAL	442	544	508	388	540	1264	1274	1486

ATTACHMENT B Rates and Fees Schedule

1. Hourly rates for service:

If additional or alternative categories are used, please explain fully.

	Rate	Hours	Total
1. Executive			
2. Planning and Concept			
3. Creative			
4. Print Production/Traffic			
5. Media Selection and Placement			
6. Typesetting/Proofing			
7. Mechanical Assembly			
8. Administration/Accounting			
9. Electronic Communication Development & Distribution			
10. Other _____			
TOTAL			

2. Agency fee structure:

The State will not pay any mark-up on costs. All costs must be net to the State of New Hampshire. Offerors may request a fee for services provided. Please explain in detail what will be covered in fees.



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
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**New Hampshire Divisions of Travel and Tourism Development and
Parks and Recreation
Advertising Agency Services Request For Proposals**

Issue Date: December 9th, 2010

Title: Advertising Agency 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

Proposal Conference: Tuesday, December 21, 2010
1:00 p.m.
DRED Conference Room (address as above)

Period of Contract: July 1, 2011 through June 30, 2013 (with an option to extend through June 30, 2015)

Proposal Deadline: 3:00 p.m.
January 19, 2011
**Proposal must be received at DRED not later than 3:00 p.m.*

Overview: New Hampshire Division of Travel and Tourism Development is seeking a vendor with proven skills necessary to become the lead agency strategic partner.

ALL PROPOSALS MUST BE LABELED: "PROPOSAL – Advertising Agency Services"

All inquiries for information should be directed to:
Amy Bassett, Public Information and Outreach Specialist
Email: abassett@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.

REQUEST FOR PROPOSALS

Advertising Agency Services

1. PURPOSE

The purpose and intent of this Request for Proposals (RFP) is to enter into a contract for a period of two years (July 1, 2011-June 30, 2013) with an option to renew through June 30, 2015 upon the agreement of both parties and the Governor and Executive Council. The qualified firm will be the lead strategic partner with the Division of Travel and Tourism Development and the Division of Parks and Recreation will provide counsel for, and production of, an advertising program to market travel to and within New Hampshire.

2. BACKGROUND

- 2.1 The Division of Travel & Tourism Development (DTTD) and the Division of Parks and Recreation (Parks) are two of the four Divisions within the Department of Resources & Economic Development. This structure, while rare in state governments, acknowledges and respects the inextricable link between our natural resources, tourism and the role the visitor sector plays in the economic health of New Hampshire.

DTTD is one of the State's leading industries and a major revenue producer for the New Hampshire government. Parks is the steward of 92 properties that represent some of New Hampshire's most outstanding natural, historical and recreational resources.

DTTD targets its domestic marketing geographically to the Northeast, with a specific focus on the New York, Philadelphia and Boston DMAs. A secondary focus is In-State. Internationally, in the United Kingdom, Germany, France, Ireland, and Canada (Quebec, Ontario and the Maritimes) New Hampshire is promoted primarily in partnership with Discover New England, a collaboration of all six New England states.

Our demographic targets include: (1) adults 25-54 with household income of \$100,000+, traveling with or without children; (2) adults 55+ with household income of \$75,000+ traveling with or without children (or grandchildren).

- 2.2 More specific Division information is included in Attachment C. Research resource information is included in Attachment D.

2.3 Definitions:

- a. "Contractor" refers to the Offeror under this Request for Proposals (RFP) with which the Department of Resources and Economic Development (DRED) negotiates a contract. The terms in this RFP referring to "Contractor", represent contract terms that will be a part of the final Contract.
- b. "Offeror" refers to any individual, corporation, partnership or agency that responds in writing to this RFP. "State" refers to the State of New Hampshire; "DTTD" refers to the Division of Travel and Tourism Development and "Parks" refers to the Division of Parks and Recreation.
- c. The "Contract" is the resulting contract entered into between DRED and the successful Offeror.
- d. "Travel Trade"
 - Tour Operators (Group & Foreign Independent Travelers "FIT")
 - Travel Agents
 - Receptive Operators
 - Meeting Planners

3. SCOPE OF WORK

- 3.1 The Contractor will be the lead partner for DTTD and Parks and will be responsible for, with the help of research provided by DTTD and augmented by its own valid research, recommending marketing strategies, producing high quality advertising and promotional materials designed to meet the Divisions' goals of increasing visitor spending and State revenues.
- 3.2 The Contractor must also provide all the administrative services of a recognized full-service advertising agency. This will include, but is not limited to, media calendars, job estimates, monthly budget and reconciliation updates, detailed monthly billings, and analysis of promotion effectiveness upon completion.
- 3.3 The Contractor will provide website promotional coordination, special events marketing as needed, and copywriting services.
- 3.4 The Contractor will plan and develop multimedia presentations that take into account new technologies. The Contractor should be able to present viable options of multimedia devices to be used for distribution.
- 3.5 The Contractor will meet bi-weekly with DTTD/Parks staff to plan, communicate, and review advertising strategies. Contractor will also attend regularly scheduled meetings with DTTD/Parks and other contractors to make sure all partners are working within the overall DTTD brand and mission.
- 3.6. The Contractor will recommend advertising and promotional schedules for newspapers, magazines, television, radio, interactive, media, and other traditional and non-traditional avenues within a total annual budget of approximately \$4 Million In Fiscal Year 2012, subject to legislative approval of proposed budget. Subsequent budgets will be determined based upon legislative appropriations.
- 3.7 The Contractor will be responsible for negotiation and placement of all media. Cost of placement will be net to DTTD/Parks and it is expected that the Contractor will negotiate added value. The Contractor will be responsible in providing detailed invoices and reports tracking all placed media including value added placement to DTTD/Parks.
- 3.8 Contractor will give guidance and support to other DTTD/Parks contractors to ensure maximum synergy and results. This includes, but is not limited to website developer, guidebook publisher, public relations firm, website optimization company, and researcher.
- 3.9 The Contractor will provide expertise in travel trade and consumer marketing, domestic and international, to enhance and expand current target markets.
- 3.10 The Contractor must develop a strategy to position the State uniquely apart from other travel destinations in order to protect and increase our market share through use of traditional and non-traditional vehicles. This positioning must be in concert with those attributes which are valued by our residents and guests which build on our authentic assets.
- 3.11 The Contractor, if needed, will design, construct, update/modify, store, maintain, ship, and setup the State's trade show booths to each event or subcontract with a capable vendor.

- 3.12 The Contractor will work with and cultivate partnerships with other state organizations that, through cooperative promotion, will enhance the State's presence in niche markets. Currently, DTTD works with a variety of partners, including but not limited to, Department of Agriculture, Fish and Game Department, Ski NH, Discover New England, Liquor Commission, and NH Campground Owners Association.
- 3.13 The Contractor may employ qualified sub-contractors if needed. Special emphasis will be given to New Hampshire businesses.
- 3.14 The Contractor must propose strategies to expand promotional efforts effectively into new markets while maintaining traditional markets.
- 3.15 The Contractor will provide DTTD/Parks templates and direction for internal production of certain marketing/promotional pieces.
- 3.16 The Contractor will not provide printing services either directly or via sub-contract. These services will be provided by the State's Bureau of Graphic Services through competitive bid. Contractor shall provide printing specifications, and may represent the State for press proofs, with DTTD/Parks approval.
- 3.17 The Contractor, at Contractor's expense, will participate in industry events such as the New Hampshire Lodging and Restaurant Association (NHLRA), New Hampshire Travel Council (NHTC) conferences, Discover New England Annual Summit and Educational Seminar for Tourism Organizations (ESTO) annual conference to be current on industry activities and trends.

4. GENERAL REQUIREMENTS

4.1 Copies and Distribution of Proposal

In order to be considered for selection, Offeror must submit a complete written response to this RFP. One (1) original and eight (8) copies of each proposal must be submitted to the DTTD. No other distribution of the written proposal shall be made by the Offeror. Offerors may be required to make creative presentations, if requested.

4.2 Organization and Experience

- a. Demonstrate the Offeror's financial capability to provide the work described in *Section 3: Scope of Work*. Audited financial statements, or satisfactory alternate proof of financial stability will be required prior to award of contract.
- b. Qualifications of individuals who will be involved in the project, and the percentage of time each will spend on this project, including subcontractors. Provide resumes/portfolios for each individual who will perform the following major duties and functions under the proposed contract: Project Lead; Copy; Design; Computer or Mechanical Art, Printing, Sales and Management.
- c. Complete Contractor Data Sheet (Attachment A)
- d. Has the Offeror provided contractual services to the State before? If yes, please explain relationship.

- 4.2 **Oral Presentation:** Offerors who submit a written proposal in response to this RFP may be selected to give an oral presentation. The oral presentation will provide an opportunity for the Offeror to present its creative solutions to the "business situation" provided in Section 5.2 below. DRED will schedule the time and location of these presentations. Finalists in this selection will be required to give oral presentations to the Selection Committee.
- 4.3 **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.

5. **SPECIFIC REQUIREMENTS**

Proposals should be as thorough and detailed as possible so that the Selection Committee may properly evaluate Offerors capabilities to provide the required services. Responses must be structured as outlined below. Offerors are required to submit the following items as a complete proposal:

5.1 **Experience, Qualifications, and Strategic Exercise:**

- a. Complete "Contractor Data Sheet" (Attachment A).
- b. A written one-page introductory statement including:
 - Experience in providing services as described in Section 3.
 - The expertise of participating personnel including, but not limited to, those identified in Attachment A, and a description of your training and development program which will assure that all personnel assigned to perform under any resultant contract shall be capable and qualified in the work assigned to them.
 - A description of how the addition of annual advertising expenditures of approximately \$4 million to the Offeror's current volume of business could be efficiently absorbed without over-taxing the Offeror's capabilities. It is recognized that the vast majority of the expenditures are not for advertising agency services, but for the payment of media costs. The Contractor, however, is required to pay media costs prior to reimbursement by the State.
- c. **Marketing Strategy: Hypothetical Business Situation**

Our research confirms that what distinguishes New Hampshire is its potential to provide a quintessential New England experience in all seasons. Of particular note are foliage, scenic drives, family attractions, outdoor recreation in all seasons and the allure for families. It is also noted that ease of access to and within the state make it desirable for a weekend or a week.

As part of your proposal, please identify opportunities to leverage our image to expand year-round visitation and creating ways to expand marketing efforts through industry partnerships. Each vendor should develop a sample marketing program to highlight key NH assets and may include an event or special promotion that would involve industry participation. It is important to bear in mind DTTD's core mission, target audiences (existing and potential), limited dollars and regional aspects of the state.

PLEASE NOTE: Creative executions are not requested in the written proposal but will be part of the oral presentations scheduled for February 25, 2011. Finalists selected from strategies provided in the written proposals will be asked to present their creative ideas at that time.

5.2 **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 3: Scope of Work*.
- c. Proposals should be as thorough and detailed as possible so that the DTTD may properly evaluate Offeror capabilities to provide the required services.
- d. 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. The State is not responsible for the cost of proposals.
- e. The original copy must remain at DTTD, available for public inspection/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.

5.3 Financial Terms: Complete "Rates and Fees Schedule" (Attachment B).

5.4 A written description of research capabilities and proposed tracking system to measure effectiveness of programs/tactics recommended.

5.5 An oral presentation of proposed marketing methodology, creative executions and media strategy (if requested).

6. EVALUATION AND AWARD CRITERIA

6.1 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.

6.2 Criteria: All written proposals will be evaluated and scored on the basis of the following criteria, which will be accorded the relative weight indicated in parentheses:

- a. Experience and Qualifications of key staff and subcontractors (30%)
- b. Marketing Strategy, Methodology (50%)
- c. Financial Terms (20%)
- d. **Grand Total (100%)**

After the Screening Committee has completed its evaluations of the proposals, DRED may require finalists to provide a creative presentation to further evaluate Offeror capabilities. These oral presentations will be graded on a 20 point scale, outlined in the Proposal Score Sheet (Attachment F). DRED will notify finalists at least 10 days prior to creative presentation to schedule times and determine location.

Award shall be made to the Offeror who has submitted the best overall response, as judged by the Screening Committee, and recommended to the Commissioner of DRED. A proposed Contractor must receive final approval from the Governor and Executive Council. Written Proposals shall be evaluated using the criteria contained in the Proposal Score Sheet (Attachment F).

6.3 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.

6.4 Proposed Timetable:

Request for Proposals Issued	Thursday, December 9, 2010
Pre-proposal Conference	Tuesday, December 21, 2010
All clarifying questions received	Monday, December 27, 2010
Responses to questions sent to all	Monday, January 3, 2011
Written Proposal Deadline	Wednesday, January 19, 2011
Select Agencies for Oral Presentations	Wednesday, February 2, 2011
Oral Presentations	Wednesday, February 23, 2011
Advertising Agency Notification	Monday, February 28, 2011
Contract Process	March – April 2011
Governor & Council Approval Process	May - June 2011
Contract Effective	July 1, 2011

7.0 PRE-PROPOSAL CONFERENCE A meeting will be held at the Department of Resources and Economic Development, 172 Pembroke Road, Concord, NH on:

Tuesday, December 21, 2010 at 1:00 p.m.

The purpose of this meeting is to allow potential Offerors an opportunity to present questions and obtain clarification relative to this RFP.

While this is not mandatory, we highly recommend attendance at this meeting due to the importance of all Offerors having a clear understanding of the scope of work and requirements for this solicitation. Attendance will be evidenced by the representative's signature on an attendance roster.

8.0 CONDITIONS Any prospective contractor must be willing to adhere to the following conditions and must positively state so in the proposal.

- 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 Contract Format: The successful contractor will be required to sign or provide the following documentation:
 - a. Service Contract Form – Form P-37 (Attachment E)
 - b. Certificate of Authority. This document is required of the Contractor to certify 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 Existence. 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 Existence 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 \$250,000 per claim and \$2,000,000 per incident, and fire and extended coverage insurance covering all property in DRED amounts of not less than 80% of the whole replacement value of the property (Section 14 Insurance and Bond of the State Agreement Form P37).
- 8.6 Speaking on behalf of the State of New Hampshire DRED: Contractor is not authorized to represent the State's position to the public or media and must be authorized to provide information by DTTD.
- 8.7 The resulting Contract may be modified only by written amendment, which has been executed and approved by the appropriate parties from the State and Contractor.
- 8.8 The State may terminate the Contract without cause by giving the Contractor sixty (60) days written notice before the effective termination date.
- 8.9 If for any reason, the Contractor fails to make a delivery date, the Contractor shall be assessed a "failure to perform" fee of \$1,000.00 per week, or portion thereof, until the production, revision or delivery date is met. If the Contractor foresees an event beyond its reasonable and normal control and properly notifies DTTD of such event – in writing- the Contractor shall be allowed to exceed a production, revision or delivery date with no "failure to perform" fee assessed.

AD.AGENCY.Vendor list

SCHEDULE # 1

Act One Creative	18 Low Avenue	Concord	NH	nancy@actonecreative.com
Ad-Com	18 Low Avenue	Concord	NH	tom@adcom.com
Adl Advertising & Design	3 Marston Way	Hampton	NH	info@adlantic.com
Adva Graphic Communication	42 Mill Street #2	Littleton	NH	info@advancedgraphic.net
Bresette & Company	40 Congress Street, Ste 500	Portsmouth	NH	josh@bresette.com
Brown & Company Graphic Design	801 Islington Street, Ste 35	Portsmouth	NH	info@browndesign.com
Calypso Communications	33 Deer Street, Ste 2A	Portsmouth	NH	info@calypsocom.com
Cantin Design Inc.	6 Governors Way	Concord	NH	info@cantindesign.com
Church & Main, Inc.	9 Church Street	Keene	NH	ecoppola@churchandmain.com
Circus Media, LLC	163 Islington Street, Ste 7	Portsmouth	NH	gary@circusmedia.com
CS Noon Marketing & Communications	9 Littlehale Road	Durham	NH	sue@csnoon.com
David Colquitt	28 Jonathan Lane	Bow	NH	dave@peregrinedesign.com
DCF Advertising	86 Franklin Street, 4th floor	New York	NY	jfortune@dcfadvertising.com
DCH Strategic Marketing Solutions	PO Box 2401	Plainville	MA	dhowarth@dchmarketingsolutions.com
Development Counselors International	461 Park Avenue South	New York	NY	pbendel@dc-intl.com
Eastlantic Advertising	1838 Elm Street	Manchester	NH	ellen@eastlantic.com
ELEVEN	PO Box 1647	Portsmouth	NH	matt.murphy@11visual.com
Eric Mower and Associates	500 Plum Street	Syracuse	NY	info@mower.com
Fleming & Roskelly, Inc	14 Pelham Street	Newport	RI	amchugh@comresukts.com
Fletcher & Wilder Communications Inc	94 Grove Street	Peterborough	NH	mffletcher@fletcherandwilder.com
Fourae Graphic & Design Company	16 Birch Drive	Newmarket	NH	fourae@fourae.com
Fran Slattery Design LLC	4 Shadow Lane	Amherst	NH	fran@franslatterydesign.com
Garrand & Company	594 Congress St, 3rd Floor	Portland	ME	mwomeldorf@garrand.com
Getting Ink Done	32 Patricia Court	Enfield	NH	anita.warren@endor.com
Glen Group	170 Kearsarge Street	North Conway	NH	nancy@glengroup.com
GRANITE QUILL PUBLISHERS	PO BOX 1190	HILLSBOROUGH	NH	granitequill@mcttelecom.com
Gray Marketing	PO Box 3	Bethel	ME	graymktg@megalink.net
Griffin York & Krause	121 River Front Drive	Manchester	NH	rfink@griffinbodikrause.com
Hampton Beach Precinct	115 Ocean Blvd.	Hampton	NH	johnkane115@comcast.net
Hawthorn Publications	650 Islington Street	Portsmouth	NH	info@hawthornpublications.com
Heartwood Media Inc.	83 Hanover St.	Manchester	NH	info@heartwoodmedia.com
Inglis Unltd Group, The	Rte 126	Center Strafford	NH	info@inglis-unltd.com
Isosceles Advertising Design Inc.	1667 Elm Street	Manchester	NH	studio@isoscelesdesign.com
J. C. Signs	17 Grove St.	Wolfeboro Falls	NH	signguy@jcsigns.com
Jay Armstrong Design	54 Cabot Street	Portsmouth	NH	tlagamma@hotmail.com
Kamigo Marketing LLC	54 Garland Road	Nottingham	NH	charlene@kamigomarketing.com
Lakes Region Bride	PO Box 7364	Gilford	NH	info@lakesregionbride.com
Laura Lynch	122 Hillside Ave.	Berlin	NH	info@northstarws.com
Lavoie Graphics	PO Box 669	Tellico Plains	TN	judy@lavoiegraphics.com
Logo Loc, Ltd.	540 North Commercial Street	Manchester	NH	Tom@LogoLoc.com
Logo Company Inc	169 South River Road	Bedford	NH	ltdspark@aol.com
Madison Preprint Media	2775 Karen Drive	Chesapeake Beach	MD	denise@preprint.com
Mailways	PO Box 4926	Manchester	NH	rob@mailways.net
Mann Advertising	466 Hanover Street	Manchester	NH	email@mannad.com
Marketreach Inc.	57 South River Road	Bedford	NH	services@mreach.com
McClain Marketing Group	2 Cotton Street	Portland	ME	smcclain@mcclainmarketing.net
Mediastream	500 Commercial Street	Manchester	NH	pauljalbert@mediastream.net
Metro-Suburbia, Inc	711 Third Avenue	New York	NY	jeanc@metrosuburbia.com
MicroArts	655 Portsmouth Avenue	Greenland	NH	nsaunders@microarts.com
Miles Media	6751 Professional Parkway West	Sarasota	FL	john.vitolo@milesmedia.com
Millennium Advertising	185 North Main Street	Concord	NH	lfanaras@millennium-advertising.com
MMGW Worldwide	4601 Madison Ave	Kansas City	MO	info@mmgworldwide.com
Montagne Communications	814 Elm Street, Suite 205	Manchester	NH	scott@montagnecommunications.com
North Design Agency	Rt. 2	Shelburne	NH	spike1@together.net
Oris Creative Services	PO Box 690	N. Eastham	MA	bmorris@cape.com
Open Marketing Group Inc.	333 Washington Street	Keene	NH	mike@mshmg.com
Open Hire Made	PO Box 150	Andover	NH	laurie@openhire.com
Open Hire Wedding Magazine	32 Exeter Farms Road	Exeter	NH	kristina@nhweddingmagazine.com
Open Partners	30 South Main St.	Concord	NH	info@nhpartners.com
Open the Door	51 Maple Street	Somersworth	NH	cpappas@openthedoor.biz
Phoenix Graphics	61 Bridge St	Nashua	NH	kevin@phoenixnh.com
Point Marketing PR Inc	161 Avenue of the Americas	New York	NY	wilson@redpointpr.com

State of NH, DTTD

Resort Media Services
 Rogers Creative NH
 Rumbletree
 Sanger Communications
 Scattergood Advertising
 Short Hill Studio
 SilverTech, Inc.
 Sparkle Media
 Spectrum Marketing Companies
 Stal-McLane Inc.
 Star Media of NH Inc.
 Sterling Design & Communications
 Sullivan Creative
 Tepperman/Ray Associates
 The Carella Company
 The December Marketing Group
 The PR Guru
 Total Design Solutions
 Travel Marketing Experts Inc.
 VirgoDesign
 Visual Communications
 Vital & Ryze Advertising
 Wedu
 Wilson & Gould
 Winzeler Group, Ltd
 Madden Media
 Birchtree Creative Services
 Swanson Advertising LLC
 Laura Burgess LLC
 SharpeWorks Corporation
 Millennium Integrated Marketing
 M5 Advertising
 Curran & Connors, Inc

PO Box 307
 323 Powder Mill Road
 PO Box 6577
 52 Mendum Avenue
 12 Jade Court
 P.O. Box 487
 55 South Commercial Street
 63 Goose Hole Road
 95 Eddy Rd.
 481 Hanover Street
 120 Bedford Center Road
 214 Washington Street
 241 Grapevine Road
 6 Windsor Street
 208 Atlantic Avenue
 73 Main Street
 709 Eley Lane
 497 Hooksett Road #222
 55 Town Centre Court
 17 Grove Street
 1 Keats Drive
 155 Dow Street
 20 Market Street, Suite 102
 119 Summer Street
 107 Myrtle Street
 345 E Toole Ave
 25 Country Club Rd, #202
 14 Stiles Rd
 PO box 4730
 113 Locust St
 150 Dow St, 3rd fl
 707 Chestnut St
 25 Braintree Hill Park, Suite 200

Bartlett
 Alton
 Portsmouth
 Portsmouth
 Derry
 Antrim
 Manchester
 New London
 Manchester
 Manchester
 Bedford
 Keene
 Dunbarton
 Andover
 North Hampton
 Hampstead
 Pembroke
 Manchester
 Toronto
 Wolfeboro
 Derry
 Manchester
 Manchester
 Portsmouth
 Manchester
 Tucson
 Gilford
 Salem
 Portsmouth
 Dover
 Manchester
 Manchester
 Braintree

NH lydia@resortmedia.com
 NH rogerscreativenh@yahoo.com
 NH cyeaton@rumbletree.com
 NH ssanger@sangercommunications.com
 NH sales@scattergoodadvertisir
 NH jane@shorthillstudio.com
 NH ami.damelio@silvertech.com
 NH ellen@sparkle-media.com
 NH Kirsten@Spectrummonthly.com
 NH info@stalmclane.com
 NH pamela Fitzgerald@starmedianh.com
 NH PR@SterlingDes.com
 NH carol@sullivancreative.com
 MA info@trdesign.com
 NH exec@carellaco.com
 NH alyson@decembermarketing.com
 NH debbie@prguru.com
 NH lisa@totaldesign.net
 ON chris@travelmarketingexperts.com
 NH virgodesign@verizon.net
 NH viscom@comcast.net
 NH vitalryze@great-ads.com
 NH sean@wedu.com
 NH judywilson1@comcast.net
 NH info@pannoswinzeler.com
 AZ ksmith@maddenmedia.com
 NH ryan@birchtreecreative.com
 NH nancy@swansonadv.com
 NH laura@lauraburgess.com
 NH sharpe@sharpeworks.com
 NH lfanaras@mill-im.com
 NH hello@m5nh.com
 MA jjockel@curran-connors.com



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

Schedule #2

Lori Harnois, Director
Division of Travel & Tourism
PO Box 1856, Concord, NH 03302-1856
603-271-2665 Lori.harnois@dred.state.nh.us

Amy Bassett, Marketing Director
Division of Parks & Recreation
PO Box 1856, Concord, NH 03302-1856
603-271-3556 amy.bassett@dred.state.nh.us

Celia Nardo, Events & Marketing Manager
New Hampshire Lodging & Restaurant Association
P.O. Box 1175, Concord, NH 03301
603-228-9585 cnardo@nhlra.com

Karl Stone, Marketing Manager
Ski NH
PO Box 10, Woodstock NH 03251
603-745-9396 karl@skinh.com

Gail McWilliam Jellie, Director
Division of Agricultural Development
25 Capitol St., Concord, NH 03301
603-271-3788 gmcwilliam@agr.state.nh.us

Jayne O'Connor
White Mountain Attractions
PO Box 10, Woodstock, NH 03251
603-745-8720 jayne@visitwhitemountains.com

Samantha Kenney Maltais
Northern NH Marketing Project Manager
Northern Community Investment Corporation
603-788-2700 samantha@ncic.org

Van McLeod, Commissioner
Department of Cultural Resources
20 Park Street, Concord, NH 03301
603-271-2540 Van.McLeod@DCR.nh.gov

Robin Comstock, President
Greater Manchester Chamber of Commerce
54 Hanover Street, Manchester, NH 03101
603-666-6600 robinc@greater-manchester.org

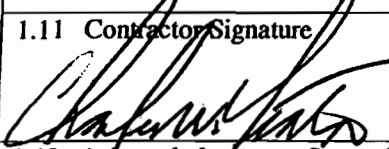
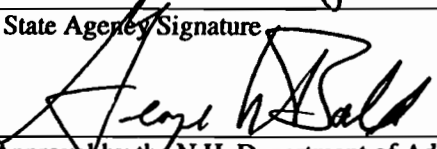
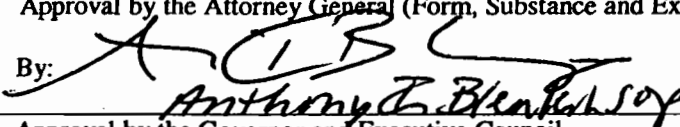
Subject: Advertising Agency Services

VC#156870

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT		1.2 State Agency Address 172 PEMBROKE ROAD, PO BOX 1856, CONCORD NH 03302	
1.3 Contractor Name RUMBLETREE, INC		1.4 Contractor Address 216 LAFAYETTE ROAD, NORTH HAMPTON, NH 03862	
1.5 Contractor Phone Number 603-433-6214	1.6 Account Number 03-35-352010-3620,5874-069	1.7 Completion Date JUNE 30, 2013	1.8 Price Limitation \$8,785,060
1.9 Contracting Officer for State Agency GEORGE M. BALD, COMMISSIONER		1.10 State Agency Telephone Number 603-271-2665	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory CHARLES W. YEATON - PRESIDENT	
1.13 Acknowledgement: State of NH, County of Rockingham On 7/12/2011, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proved to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] Kara A. Young			
1.13.2 Name and Title of Notary or Justice of the Peace Kara A. Young, notary public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory George M. Bald, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: N/A Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: 4/12/2011			
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.

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/PROPRIETARY INFORMATION.

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

Following is the scope of work and services which will be performed by Rumbletree Inc., acting as agency for the New Hampshire Division of Travel and Tourism Development (hereinafter referred to as DTTD).

Services to be provided by Rumbletree under its fee include:

1. CONSULTING, RESEARCH, AND PLANNING

- 1.1 Rumbletree will work closely with DTTD to develop a targeted strategic plan for marketing New Hampshire as a travel destination. The plan will include the development of strategies for reaching existing and new markets, both domestically and internationally; and will be based on the analysis of existing research on New Hampshire and the travel industry, as well as on market and media research conducted by Rumbletree on DTTD's behalf.
- 1.2 Rumbletree will work with DTTD and its research contractor in identifying methods to enhance research efforts, and will also serve as liaison in working with contractors secured to conduct research related to the advertising efforts.
- 1.3 Rumbletree, with the assistance of DTTD, will develop budgets for media placement; creative services and production related to print, broadcast and internet advertising; and collateral materials required to support the marketing effort.
- 1.4 Agency time for consulting, secondary research (licensed by agency or subcontractors), planning, and budget analysis will be covered under account management and will be covered as part of the quarterly fee.
- 1.5 Rumbletree will work with Parks & Recreation in conjunction with DTTD to plan, create, and place Parks Marketing programs based on allocated funds.

2. CREATIVE SERVICES

- 2.1 The agency will create and produce print, broadcast and internet advertisements, as well as collateral materials, interactive media or other projects deemed necessary to support DTTD's program.
- 2.2 The agency will serve as DTTD's liaison with photographers, printers, and other outside vendors required to produce materials; subsequently, Rumbletree will handle billing from vendors contracted on behalf of client.
- 2.3 Rumbletree will provide DTTD with estimates for all outside services related to project development. Upon approval by DTTD, the agency will incur outside and in-house production costs on DTTD's behalf. Upon signed approval of mechanicals, scripts, and/or storyboards, Rumbletree will coordinate and oversee final production of all materials (except in those cases where DTTD is managing the printing through Graphic Services).
- 2.4 Rumbletree will provide DTTD templates and direction for internal production of certain marketing/promotional pieces.

3. MEDIA SERVICES

- 3.1 Rumbletree Inc will plan and develop multimedia presentations that take into account new technologies. Rumbletree Inc should be able to present viable options of multimedia devices to be used for distribution.**
- 3.2 The agency will analyze media research data (print, broadcast and interactive) and will develop a media plan based on research findings, for approval by DTTD. The media plan will include strategies and recommendations for domestic and international markets, on a monthly and an annual basis, as well as specific outlets (publications, broadcast stations and internet sites), length or size of ads, frequency of insertion, and costs.**
- 3.3 Upon approval of the media plan the agency will negotiate the purchase of media space and/or time, providing the media and DTTD with all the appropriate paperwork.**
- 3.4 Upon receipt, Rumbletree will verify media invoices, then bill DTTD based on the terms stated herein.**

4. BILLING AND TERMS

- 4.1 The agency fee will be billed at the beginning of each quarter. Project costs and outside vendor costs incurred on DTTD's behalf will be billed in progress. All outside vendor costs (photos, talent, etc.) will be billed at cost, and copies of all vendor invoices will be included.**

Changes made after approval of mechanicals, scripts, or storyboards will be considered author's alterations (AAs). Outside vendor costs related to AAs will be billed above and beyond estimated costs if they exceed the originally estimated amount. DTTD will be provided with proof of charges for all AAs. Agency time related to AAs is included as part of the fee as long as they fall within the allocated monthly hours. Any time above the monthly allocation will be billed at the hourly rate.

Talent fees and outside production costs related to broadcast advertisements will be billed at cost.

There may be reuse fees for talent and some creative materials provided by outside vendors, as provided by union contracts. Such fees will be identified as they occur and billed accordingly. All union talent is billed at cost, plus applicable taxes, union pension and welfare charges, booking agency fees, casting-call charges, etc. Where possible, Rumbletree will negotiate buyouts on talent and creative materials so DTTD can avoid incurring reuse fees.

- 4.2 Media costs for advertising space and/or time will be billed to DTTD at net cost. Omissions, time off the air, interruptions and earned discounts will be credited to DTTD.**

Charges for media space/time will be billed in progress. DTTD will be provided with back-up copies of all media invoices and proof of placement.

All media invoices are due on or before 20 days from receipt of agency invoices.

4.3 Rumbletree will bill DTTD for postage and shipping charges for forwarding materials to and from vendors and media outlets. Additionally, the agency will bill DTTD for out-of-pocket expenses related to servicing the account, including travel expenses, parking, and mileage (at the IRS-approved level) and tolls. DTTD will not be billed for copies, fax or phone charges.

4.4 All invoices, except as outlined above, are due on or before 30 days from receipt. Invoices that are under dispute or lack sufficient documentation will be paid upon resolution of the dispute and/or when adequate documentation is supplied to DTTD.

All invoices and back-up materials will be generated in duplicate (2 copies).

5. BUDGET TRACKING

5.1 As part of its fee, Rumbletree agrees to maintain and provide DTTD with a monthly budget report updating those aspects of the budget provided for by this contract. Specifically, the budget report will track agency fees, out-of-pocket expenses, material and production costs, and media costs.

6. RIGHT TO CANCEL

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

6.2 The State may terminate the Contract without cause by giving Rumbletree Inc sixty (60) days written notice before the effective termination date.

7. APPROVAL OF WORK

7.1 As previously stated, DTTD will be provided with estimates for all projects and with media schedules. Signed estimates are considered to be an authorization by DTTD for the agency to incur costs on its behalf, and DTTD agrees to assume responsibility for those costs, within the requirements of paragraph 4 of the P-37 agreement.

7.2 Rumbletree will review and preliminarily proofread all work created. DTTD will be provided with copies of all work for final approval. Client signature or documented verbal or written approval is required for all work. Such approval signifies that DTTD has carefully reviewed all of the content of materials provided for accuracy of all information.

8. COPYRIGHT AND OWNERSHIP

8.1 All materials and research prepared and provided by Rumbletree for DTTD will become the property of DTTD, upon payment, unless otherwise agreed to in writing by both parties.

8.2 DTTD will be responsible for obtaining copyrights or marks on any advertising or concepts it may wish to own.

9. STAFFING AND PROJECT MANAGEMENT

- 9.1 Rumbletree agrees to have the appropriate principals directly responsible for the management of all projects undertaken by it on behalf of DTTD. A principal of the firm will also assume responsibility for providing daily oversight to the account service and will be present at all client/agency meetings unless otherwise agreed to by both parties.
- 9.2 Rumbletree agrees that it will maintain adequate staffing to provide DTTD with responsive and timely service.
- 9.3 Rumbletree Inc will give guidance and support to other DTTD/Parks contractors to ensure maximum synergy and results. This includes, but is not limited to website developer, guidebook publisher, public relations firm, website optimization company, and researcher.
- 9.4 Rumbletree will work and cultivate partnerships with other state agencies or divisions that, through cooperative promotion will enhance the State's presence in niche markets.
- 9.5 Rumbletree agrees to provide members of its staff who work with DTTD training and development opportunities, including but not limited to informal research time and attendance at seminars, workshops or lectures related to travel and tourism. DTTD will be invoiced for attendance at training and development opportunities requiring overnight or long-distance travel which are attended by Rumbletree members at DTTD's request. All other training will be done at Rumbletree's expense.
- 9.6 In producing projects for DTTD that require the use of outside vendors, Rumbletree agrees to place special emphasis on the use of New Hampshire vendors.
- 9.7 Rumbletree Inc, if needed, will design, construct, update/modify, store, maintain, ship, and setup the State's trade show booths to each event or subcontract with a capable vendor.
- 9.8 Rumbletree is not authorized to represent the State's position to the public or media and must be authorized to provide information by DTTD.

10. EXAMINATION OF RECORDS

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

**EXHIBIT B
PAYMENT TERMS**

1. CONTRACT LIMIT

1.1 Total annual expenditures under this contract are not to exceed \$4,307,287 for FY12 and \$4,477,773 for FY13 for a total of \$8,785,060.

2. AGENCY FEE

2.1 Rumbletree shall be paid an annual retainer equal to 9% of \$3,190,000.00 and 8.5% of any additional amounts approved.

The fee, paid quarterly, shall cover the following services:

- a) Day-to-day account management entailing scheduling, budgeting, client liaison, oversight of creative projects, correspondence, etc.
- b) Attendance at regularly scheduled meetings with DTTD and other contractors to make sure all partners are working within the overall DTTD brand and mission. Meetings to be attended by agency principal, account executive and a representative for media planning.
- c) Attendance at bi-weekly meetings with DTTD staff to plan, communicate and review advertising strategies.
- c) Annual planning of marketing strategies and tactical plans.
- d) Preparation of media plans and recommendations.
- e) Development and management of the annual advertising budget.
- f) Monthly budget tracking and reporting.
- g) Accounting services for payment, reconciliation and reporting of third-party vendors.
- h) Preparation and distribution of monthly status reports.
- i) Review and analysis of secondary research (licensed by agency or subcontractors) and findings and advice/ recommendations regarding research strategies.
- j) Attendance by at least one agency representative at the following industry conferences: The Governor's Conference on Tourism, Educational Seminars for Travel Officers (ESTO), New Hampshire Lodging and Restaurant Association (NHLRS), New Hampshire Travel Council (NHTC) conferences and Discover New England Annual Summit in order to be current on industry activities and trends.

2.2 Agency time for creative development / creative production, production management and media negotiation / buying for projects as outlined in the RFP scope of work will not exceed 6.8% of the total budget.

a) DTTD will be furnished with a written estimate for all projects. Estimates will be fixed unless the scope of work changes, at which time Rumbletree will provide DTTD with a written change order.

b) This Contract may be modified only by written amendment, which has been executed and approved by the appropriate parties from the State and Rumbletree.

c) Rumbletree will not commence work until written authorization is provided by DTTD. This applies to both original estimates and change orders.

2.3 Any funds received in the form of partnership contributions shall be subject to a 16% agency fee. If the fee earned from partnership funds does not cover the scope of work, the agency will prepare project estimates based on the hourly rate schedule outlined here, for approval by DTTD. Such projects will be billed above and beyond standard agency fees. All partnership contributions shall be paid in advance of project completion.

2.4 All media costs, materials, production costs, and out-of-pocket expenses for services directly associated with work performed by Rumbletree and approved by a representative of DTTD will be billed in progress.

3. SPECIAL PROJECTS

3.1 Special project outside the fee, estimates will be based on the following hourly rates.

RATE SCHEDULE	HOURLY RATES
Principal (media, creative, account)	\$140.00
Media Planning & Placement	\$150.00
Copywriter	\$100.00
Account Executive	\$85.00
Graphic Designer/Creative Staff	\$100.00
Broadcast Producer	\$150.00
Production Manager	\$85.00
Proofreader	\$40.00
Accounting/Admin. Support	\$30.00
Web Development	\$100.00
Web Production	\$85.00

Exhibit C

SPECIAL PROVISIONS

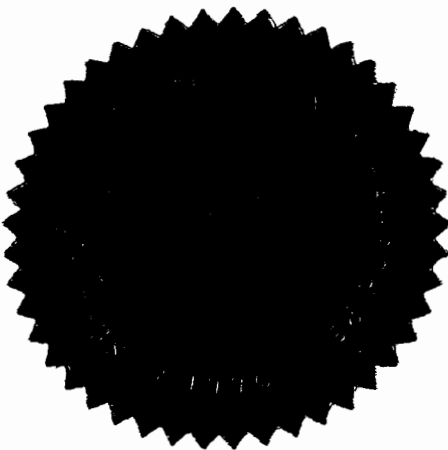
There are no special provisions to be incorporated as part of this contract.

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 RUMBLETREE, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on May 31, 1990. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of March, A.D. 2011

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Jessica Kellogg, do hereby certify that:

1. I am duly elected Director of Client Services of Rumbletree (herein after referred to as the "Corporation").
2. The following are true copies of two resolutions duly adopted by the Board of Directors of the Corporation on April 7, 2011, are presently in full force and effect, and have not been revoked or rescinded as of the date hereof.

RESOLVED: That the Corporation desires and is hereby authorized to enter into a contract with the State of New Hampshire Department of Resources and Economic Development (DRED) Division of Travel & Tourism Development (DTTD).

RESOLVED: That the President, Charles W. Yeaton, hereby is authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions or modifications thereto, as he may deem necessary, desirable or appropriate.

The foregoing resolutions have not been amended or revoked and remain in full force and effect as of April 7, 2011.

Jessica Kellogg
Director of Client Services, Rumbletree

4/7/11
Date

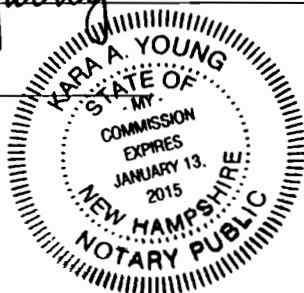
STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

On this the 7th day of April, 2011, before me, Kara A. Young,

the officer personally appeared Jessica Kellogg, who acknowledged herself as the duly elected Principal of Rumbletree. In witness whereof I hereunto set my hand and official seal.

Kara A. Young
Notary Public

My commission expires _____



ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/25/2011

PRODUCER 603.964.6055

FAX 603.964.9029

D.B. Warlick & Co.

P O Box 1260

69 Lafayette Rd.

North Hampton, NH 03862

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 Rumbletree, Inc.
216 Lafayette Road
Bldg 2, Suite 206
N Hampton, NH 03862

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A Zurich Insurance Group

INSURER B AXIS Surplus Ins Co

INSURER C

INSURER D

INSURER E

COVERAGES

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

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR	PAS42444704	06/15/2010	06/15/2011	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 ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIREN AUTOS ☒ NON-OWNED AUTOS	PAS42444704	06/15/2010	06/15/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
	EXCESS / UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☒ RETENTION \$ 0	PAS42444704	06/15/2010	06/15/2011	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROP ETOP / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? (Mandatory in NH) If yes, describe below SPECIAL PROVISIONS below	WC42450107	06/15/2010	06/15/2011	☒ WC & A - U - TORY LIMITS ☐ OTHER EL EACH ACCIDENT \$ 100,000 EL DISEASE - EA EMPLOYEE \$ 100,000 EL DISEASE - POLICY LIMIT \$ 500,000
	OTHER Professional Liability	RCN646840	05/26/2010	05/26/2011	Limit \$1,000,000

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

Workers Compensation - statutory state NH; Officers are excluded from coverage; Charles Yeaton & Leo Crotty

CERTIFICATE HOLDER

New Hampshire Division of Travel and Tourism
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 10 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

Edward Young/KF

RD 25 (2009/01)

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RECEIVED

MAR 28 2011

D.R.E.D.