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

Taylor Caswell
Commissioner

Victoria Cimino
Director

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May 18, 2018

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

REQUESTED ACTION

Authorize the Department of Business and Economic Affairs, Division of Travel and Tourism Development (DTTD) to exercise a contract renewal option with Reach Global Marketing Ltd. (VC #273389), of Toronto, Ontario, Canada, in the amount of \$400,000 for Canadian marketing and public relations from July 1, 2018 through June 30, 2020. The original contract was approved by Governor and Council on June 29, 2016, item #75. 100% General Funds.

Funding in Fiscal Year 2019 is available and funding in Fiscal Year 2020 is contingent upon availability and continued appropriation with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified:

	<u>FY 2019</u>	<u>FY 2020</u>
03-22-22-221010-20190000		
Tourism Development Fund		
069-500567 Promotional and Marketing Exp.	\$200,000	\$200,000

EXPLANATION

Canada is New Hampshire's largest international market. The Division of Travel and Tourism Development (DTTD) will continue to invest in marketing in Ontario and Quebec, knowing these markets are of great importance to New Hampshire tourism. In-market representation will enable DTTD to have a better strategic approach to the Canadian market.



Reach Global Marketing Ltd. (RGM) will serve as DTTD's Canadian public relations, and travel trade representative. RGM is an Ontario based global marketing company with over fifteen years' experience in building and executing strategies to increase visitation for their clients. RGM's team of thirteen employees works collaboratively on public relations, sales and marketing, and channel management.

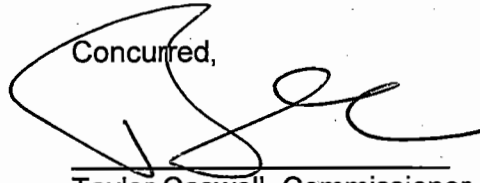

Working with the DTTD, RGM will develop and execute an innovative, NH brand-aligned public relations and trade program that will target a variety of channels and will complement DTTD's advertising and marketing program.

In FY17, RGM's public relations strategy aided DTTD in reaching over 20 million print and online impressions with a total of over \$1.3 million in earned media.

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

Respectfully submitted by,


Victoria Cimino, Director
Division of Travel and Tourism Development

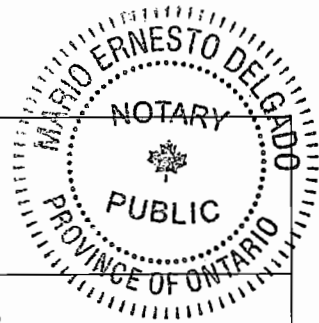
Concurred,

Taylor Caswell, Commissioner
Dept. of Business and Economic Affairs


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

AGREEMENT

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

GENERAL PROVISIONS



1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Department of Business and Economic Affairs		1.2 State Agency Address 172 Pembroke Road Concord, NH 03301	
1.3 Contractor Name Reach Global Marketing LTD		1.4 Contractor Address 370 King Street West, Box 39 Suite 452 Toronto, ON M5V 1J9	
1.5 Contractor Phone Number 1-416-341-0245	1.6 Account Number 10-022-20190000-500567	1.7 Completion Date June 30, 2020	1.8 Price Limitation \$400,000
1.9 Contracting Officer for State Agency Taylor Caswell, Commissioner		1.10 State Agency Telephone Number 603-271-2665	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Charmaine Singh, President & CEO	
1.13 Acknowledgement: State of NH <u>PROVINCE OF ONTARIO</u> , County of NH On <u>APRIL 13, 2018</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 		MARIO ERNESTO DELGADO Notary Public and Commissioner of Oaths Province of Ontario My Commission Does Not Expire	
1.13.2 Name and Title of Notary or Justice of the Peace MARIO ERNESTO DELGADO - NOTARY PUBLIC & COMMISSIONER			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Date: <u>5/24/18</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: On: <u>5/30/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

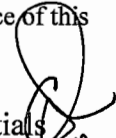
4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials 
Date April 13, 2018

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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


Contractor Initials 
Date April 13, 2016

EXHIBIT A SCOPE OF SERVICES

Reach Global Marketing Ltd. (RGM) will serve as the New Hampshire Department of Business and Economic Affairs, Division of Travel and Tourism Development's (DTTD) Canadian public relations, travel trade, and paid media representative. RGM will develop and execute an innovative, brand-aligned PR/trade program, targeting a variety of channels, complementing DTTD's advertising/marketing program and facilitate a paid media strategy in key markets. Specific details as follows:

1. PUBLIC RELATIONS

- 1.1 RGM will develop and execute a strategic public relations plan in coordination with DTTD staff and key partners. The annual plan will include, but is not limited to: an editorial calendar, targeted outreach for short and long-lead pitch opportunities, earned media goals, key performance indicators/goals and budget.
- 1.2 RGM will maintain and audit a targeted media/social influencer list.
- 1.3 RGM will develop, execute and maintain a proactive news bureau and media section of visitnh.gov. To include releases/pitches, updated materials, fact sheets and story ideas.
- 1.4 RGM will provide French translation services.
- 1.5 RGM will provide strategic counsel to DTTD for emergency/crisis situation, reactive media requests and general press inquiries.
- 1.6 RGM will arrange and manage media appointments/meetings for DTTD staff in Toronto, Montreal and other markets as appropriate.
- 1.7 RGM will conceptualize, execute and secure top-tier media for annual receptions in key markets, as well as coordinate and execute in-market consumer/publicity events.
- 1.8 RGM will qualify, develop, and execute a visiting journalist program, securing a minimum of six individual press trips annually.
- 1.9 RGM will represent DTTD at media marketplace events as strategically identified and mutually agreed upon.

2 TRAVEL TRADE

- 2.1 RGM will qualify, develop, and execute product development tours for tour operators as needed.
- 2.2 RGM will arrange and manage trade appointments/meetings for DTTD staff and New Hampshire based industry partners as part of an annual sales mission in Toronto or Montreal.

- 2.3 RGM will conduct a minimum of four (4) deskside consultation meetings and/or agent training sessions each month.
- 2.4 RGM will maintain active industry memberships as strategically identified and agreed upon including, but not limited to: ACTA, Discover America, and OMCA.
- 2.5 RGM will develop, execute and maintain a proactive tour development bureau, including storage and distribution of itineraries/tour concepts, updated trade kit/materials, image library, promotional material, and collateral.

3 TRADESHOWS & EVENTS

- 3.1 RGM will coordinate and execute key consumer and trade show events on behalf of DTTD including, OMCA, Discover America Day, TMAC, Montreal Outdoor Adventure Show, Bienvenue Quebec, IPW and other shows as mutually and strategically agreed upon.
- 3.2 RGM will attend Canadian industry networking and development events as mutually and strategically agreed upon.
- 3.3 RGM will attend and potentially present at NH's Governor's Conference on Travel and Tourism; potentially attend other DTTD or regional event(s); and quarterly partner meetings.

4 ADVERTISING

- 4.1 RGM will work collaboratively with DTTD's Agency of Record to develop and execute a paid media strategy.

5 REPORTING

- 5.1 RGM will be responsible for updating DTTD's online dashboard with relevant data on a bi-weekly basis
- 5.2 RGM will provide a monthly report to include: achieved clips with earned media and impressions – statewide and categorized by region; stories pitched - who, what and current status; media interactions; summary of trade meetings/trainings; ongoing general project status; and relevant Canadian economic, political, and tourism updates. All monthly reports are due the 5th of each month.
- 5.3 RGM will provide individual special project reports within 30 days of project completion that includes: project summary, participants, financials, distribution, and future recommendations. Special projects include: exhibitor or appointment trade/travel shows attended, sales missions and media receptions.
- 5.4 RGM will provide an annual end-of-the-year report including results and evaluation of the strategic public relations plan (1.1), results and evaluation of

the advertising plan (4.1), budget, and recommendations. The report is due by August 5.

6 BILLING AND TERMS

- 6.1 Retainer fees will be billed at the beginning of each month. All other expenses will be billed on an itemized invoice by the 15th of the following month. All outside vendor costs will be billed at cost and copies of all vendor invoices and all out of pocket expenses will be included.

7 RIGHT TO CANCEL

- 7.1 DTTD has the right to alter or cancel any schedules, services or projects of RGM or its outside vendors at any time. RGM 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.

8 APPROVAL

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

9 OWNERSHIP

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

10 STAFFING AND PROJECT MANAGEMENT

- 10.1 RGM agrees to have the appropriate principals directly responsible for the management of all projects undertaken by it on behalf of DTTD. A principal of the organization will also assume responsibility for providing daily oversight to the account service and will be present for all DTTD/RGM meetings unless otherwise agreed to by both parties.
- 10.2 RGM agrees that it will maintain adequate staffing to provide DTTD with responsive and timely service.

- 10.3 RGM will give guidance and support to other DTTD contractors to ensure maximum synergy and results. This includes, but is not limited to, agency of record, website developer, guidebook publisher, and researcher.
-
- 10.4 RGM agrees to provide members of its staff who work with DTTD training and development opportunities, included but not limited to informal research time and attendance at seminars, workshops or lectures related to travel and tourism. DTTD will be invoiced for attendance at training and development opportunities requiring overnight or long-distance travel which are attended by RGM staff at DTTD's request.
- 10.5 RGM may subcontract services. Proposals that include subcontracting services must include information identifying the subcontractor(s) and demonstrate the subcontractor(s)' qualifications to perform the services, and a letter from the proposed subcontractor(s) stating their intent to subcontract on the project. The prime contractor will be responsible for all services provided by, and obligations of its subcontractor(s). All communications, departmental director, invoices and payments will be processed through the prime contractor. All data generated as a result of this contract is the exclusive property of DTTD.
- 10.6 RGM is not authorized to represent the State's position to the public or media and must be authorized to provide information by DTTD.

11 DELIVERY

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

12 EXAMINATION OF RECORDS

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

**EXHIBIT B
PAYMENT TERMS**

Reach Global Marketing Ltd. (RGM) will invoice Division of Travel and Tourism Development monthly based on twelve equal retainer amounts of \$7,083.33 in USD for agency fees. Press trips, special projects and out of pocket expenses will be billed on the monthly invoice in progress. Total amounts for each category will not exceed amounts specified below unless by written agreement. Total expenses for all services shall not exceed the total contract award for each fiscal year of \$200,000 USD.

Retainer fees	\$ 85,000
Public Relations/Social Media	
Media Tools & Content	\$ 5,000
Media Reception	\$ 10,000
Media Calls/Events	\$ 6,000
Press FAM Tours	\$ 15,000
Promotions	\$ 20,000
Out of Pocket Expenses	\$ 20,000
Travel Trade	
Trade Partner Programs	\$ 12,000
Consumer/Travel Shows	\$ 15,000
Sales Calls/Trainings/Webinars	\$ 3,000
Sales Mission	\$ 2,000
Trade FAM Tours	\$ 2,000
Storage DTTD promotional material and collateral	\$ 5,000
Total	\$200,000

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

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

Retained fees are to be billed at the beginning of each month. Itemized monthly invoices for all other expenses are to be submitted by the 15th of the following month. State payment terms are net 30.

**EXHIBIT C
SPECIAL PROVISIONS**

The State of New Hampshire accepts that RGM is not required to hold workers compensation insurance per Canadian Workplace Safety and Insurance Board (WSIB) as the travel industry is exempt.

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 REACH GLOBAL MARKETING LTD. is a Canada Profit Corporation registered to transact business in New Hampshire on June 02, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 745529

Certificate Number: 0004083561

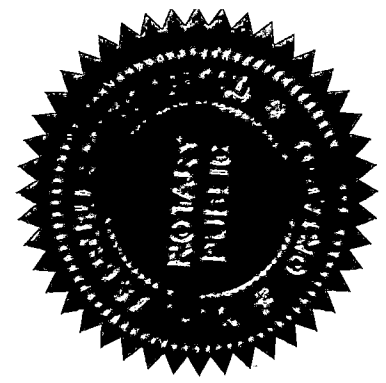


IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of April A.D. 2018.

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

William M. Gardner
Secretary of State

reach



CORPORATE RESOLUTION

For

REACH GLOBAL MARKETING LTD.

CERTIFICATE OF AUTHORITY

I, Karyn Sheffe, Chief Financial Officer of Reach Global Marketing Ltd., a Canadian Corporation (the "Company"), do HEREBY certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on April 13, 2018, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout and that such resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

RESOLVED: That the Owner and President, Charmaine Singh, is empowered to execute and deliver in the name and on behalf of this Company a certain contract with the New Hampshire Department of Business and Economic Affairs.

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

This document was executed before me, Nicholas Charles Marc Debono, Notary Public of Ontario, by Karyn Sheffe this 19th day of April, 2018, in the Town of Richmond Hill, in the Province of Ontario. I neither drafted this document nor reviewed its contents. No legal advice was given. ~~This document was not translated to me.~~ **N**

Yours very truly,

Karyn Sheffe, Chief Financial Officer

NICHOLAS CHARLES MARC DEBONO
Barrister, Solicitor & Notary Public
In and for the Province of Ontario
My commission is of unlimited duration
No Legal advice given.



info@reachglobal.ca

T +1 416 341 0245

M +1 416 317 0838

370 King St. West,
Box 39, Suite 452
Toronto ON M5V 1J9

reachglobal.ca

Axess Law P.C.
1070 Major Mackenzie Dr. East
Richmond Hill, Ontario
416-901-9638
www.axesslaw.com

CERTIFICATE OF INSURANCE

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.

Named Insured: REACH GLOBAL MARKETING LTD. 370 King St. W, Box 452, Ste 452 Toronto, ON M5V 1J9	Insurance Broker: Heart Lake Insurance Brokers Inc. 220 Advance Blvd., Suite 201 Brampton, ON L6T 4J5 Phone: (905) 840-0064 Fax: (905) 840-0061
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Description of Operations: Official Marketing Agency of Canada

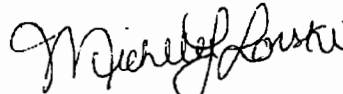
This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy terms shown and are subject to all the terms, conditions, and exclusions of such policies

LIMITS SHOWN MAY BE REDUCED BY PAID CLAIMS

TYPE OF INSURANCE:	
COMMERCIAL GENERAL LIABILITY:	
INSURER:	INTACT INSURANCE
POLICY NUMBER:	501285315
TERM:	August 18, 2017 to August 18, 2018
LIMIT(S):	\$5,000,000 inclusive per occurrence for Bodily Injury and Property Damage \$5,000,000 Products and Completed Operations Aggregate \$5,000,000 General Aggregate

NON-OWNED AUTOMOBILE:	
INSURER:	INTACT INSURANCE
POLICY NUMBER:	501285315
TERM:	August 18, 2017 to August 18, 2018
LIMIT(S):	\$5,000,000 Third Party Liability

CERTIFICATE HOLDER(S): Department of Business and Economic Affairs Division of Travel and Tourism Development State of New Hampshire 172 Pembroke Road, Concord, NH 03301 Attn: Victoria Cimino: victoria.cimino@livefree.nh.gov	
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

DATE: April 13, 2018	AUTHORIZED REPRESENTATIVE: Michelle Lonski 
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To whom it may concern,

This letter is in response to the request for reasoning as to why Reach Global Marketing Ltd. ("RGML") does not carry workers' compensation coverage.

The governing body that oversees workers compensation insurance in Ontario, Canada is called the Workplace Safety and Insurance Board ("WSIB").

Connect Worldwide Canada does not currently maintain workers compensation insurance due to the fact that it is not required for our industry. A few industries do not require registration with the WSIB. In particular, our industry "Travel" is specifically named as one that does not have to register.

Based upon this, CWWC has decided not to carry this insurance at this time.

The hyperlink to this information can be viewed at the following:

http://www.wsib.on.ca/WSIBPortal/faces/WSIBArticlePage?fGUID=835502100635000723& afrLoop=785077186788435& afrWindowMode=0& afrWindowId=null#%40%3F afrWindowId%3Dnull%26 afrLoop%3D785077186788435%26 afrWindowMode%3D0%26fGUID%3D835502100635000723%26 adf.ctrl-state%3Davl13qvw6_481



Yours very truly,

Charmaine Singh, President

SIGNED IN MY PRESENCE BY CHARMINE SINGH
AT TORONTO, ONTARIO, CANADA ON APRIL 13, 2018.

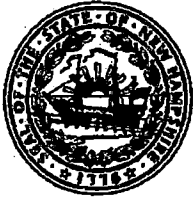
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370 King St. West,
Box 39, Suite 452
Toronto ON M5V 1J9

reachglobal.ca

MARIO ERNESTO DELGADO
Notary Public and Commissioner of Oaths
Province of Ontario
My Commission Does Not Expire



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

Jeffrey J. Rose
Commissioner

Victoria Cimino
Director

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

May 27, 2016

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

REQUESTED ACTION

Authorize the Department of Resources and Economic Development, Division of Travel and Tourism Development (DTTD) to enter into a contract with Connect Worldwide Canada. (VC #273389), of Toronto, Ontario, Canada, in the amount of \$600,000 for Canadian advertising, marketing and public relations from July 1, 2016 through June 30, 2018 with the option to renew for one two-year period upon consent of both parties and approval by the Governor and Executive Council. 100% General Funds.

Funding in Fiscal Year 2017 is available and funding in Fiscal Year 2018 is contingent upon availability and continued appropriation with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified:

	<u>FY 2017</u>	<u>FY 2018</u>
03-35-35-352010-58740000		
Travel – Tourism Dev Fund		
069-500567 Promotional and Marketing Exp.	\$300,000	\$300,000

EXPLANATION

Canada is New Hampshire's largest international market. The Division of Travel and Tourism Development (DTTD) has continued the investment in marketing in Ontario and Quebec knowing the importance of these markets. In market representation will enable DTTD to have a better strategic approach to the Canadian market.

DTTD issued an extensive Request for Proposals (RFP) for Canadian Advertising, Marketing and Public Relations on March 15, 2016. Notice was sent to twenty agencies and the RFP was posted



on Visitnh.gov and Admin.state.nh.us. Discover America assisted in sharing the RFP with its membership. Seven vendors submitted formal written proposals on or before April 14, 2016.

A selection committee comprised of private and public marketing professionals (Schedule # 2) reviewed and scored the proposals (Schedule #1), inviting three agencies to present in-person on May 9, 2016. Each agency was asked to develop a public relations/trade program augmenting DTTD's Summer 2016 advertising campaign, digital strategy and social media efforts. Additionally, each agency was asked to present the proposed approach to informing DTTD's future advertising campaigns. Connect Worldwide Canada (CWW Canada) was awarded the contract with DTTD. A composite score of both the written and creative oral presentations is included as Schedule # 3.

CWW Canada is a Toronto-based global travel representation company with more than nine years of proven experience in building and executing strategies to increase visitation for tourism destinations.

Working with DTTD, CWW Canada will develop and execute an innovative, NH brand-aligned public relations and trade program that will complement DTTD's advertising and marketing program.

CWW Canada's current client list includes North Carolina Division of Tourism, Film and Sports Development and the Arizona Office of Tourism, New York City and Company, the California Travel and Tourism Commission, and the Las Vegas Convention and Visitors Authority.

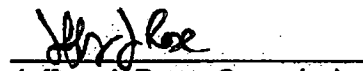
The Attorney General's office has approved this contract as to form, substance and execution.

Respectfully submitted by,



Victoria Cimino, Director
Division of Travel and Tourism Development

Concurred,



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



Department of Resources and Economic Development
 Division of Travel and Tourism Development
 Canadian Advertising, Marketing and Public Relations Selection 2016
 Written and Oral Proposal Scoring Criteria

PROPOSAL EVALUATION CRITERIA

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

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

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

Presenters (highest scores on written proposals)

- Connect Worldwide Canada – 370 King Street West, Suite 452, Toronto, Ontario M5V 1J9
- KLINT + Associates inc. – 1056 Masters Lane, Minden, Ontario K0M 2K0
- The Mint Agency, 66 Bellwoods Avenue, 2nd Floor, Toronto, Ontario M69 2K4

ORAL PRESENTATION EVALUATION CRITERIA

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

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

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

**Department of Resources and Economic Development
Division of Travel and Tourism Development
Canadian Advertising, Marketing and Public Relations Selection 2016
Proposal Review Committee**

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

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

Michele Cota, Trade & Industry Relations Manager
Division of Travel and Tourism Development
172 Pembroke Road, Concord, NH 03301
603-271-2665 michele.cota@dred.nh.gov

Benoit Lamontagne, North Country Industrial Agent
Division of Economic Development
172 Pembroke Road, Concord, NH 03301
603-271-2591 benoit.lamontagne@dred.nh.gov

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

Department of Resources and Economic Development
 Division of Travel and Tourism Development
 Canadian Public Relations Selection 2016
 Written Proposals and Oral Presentation Evaluation

SCHEDULE #3

	<u>Citizen Relations</u>	<u>Connect Worldwide</u>	<u>Focus First</u>	<u>Girafe</u>	<u>Kai</u>	<u>The Mint</u>	<u>Zeno</u>
Written Presentations							
Victoria Cimino	14	78	14	31	65	26	50
Michele Cota	50	89	12	32	44	70	48
Kris Nielsen	30	77	17	44	65	56	56
Beno Lamontagne	63	89	83	57	55	70	69
Travis York	50	76	18	52	70	60	58
Written Totals	207	409	144	216	299	282	281
Oral Presentations							
Victoria Cimino		19			10	14	
Michele Cota		19			15	14	
Kris Nielsen		18			10	14	
Beno Lamontagne		20			15	14	
Travis York		19			15	17	
Oral Totals	0	95	0	0	65	73	0
TOTAL	207	504	144	216	364	355	281

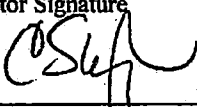
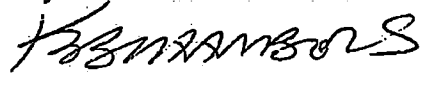
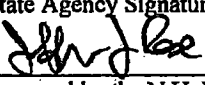
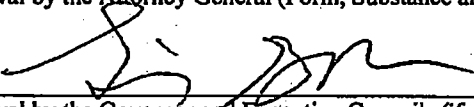
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Department of Resources and Economic Development		1.2 State Agency Address 172 Pembroke Road Concord, NH 03301	
1.3 Contractor Name Connectworldwide Canada		1.4 Contractor Address 370 King Street West, Box 39 Suite 452 Toronto, ON M5V 1J9	
1.5 Contractor Phone Number 1-416-341-0245	1.6 Account Number 58740000-500567	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$600,000
1.9 Contracting Officer for State Agency Jeffrey J. Rose, Commissioner		1.10 State Agency Telephone Number 603-271-2665	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory CHARMARNE SINGH, President	
1.13 Acknowledgements State of <u>PROVINCE OF ONTARIO</u> , County of <u>CITY OF TORONTO</u> , CANADA On <u>MAY 26 / 16</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] 			
1.13.2 Name and Title of Notary or Justice of the Peace KENNETH BRUCE BENTLEY CHAMBERS, NOTARY PUBLIC ONTARIO CANADA			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Jeffrey J. Rose, Commissioner	
Date: <u>6/9/16</u>			
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>N/A</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/14/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: On:			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials

Date

AS
05/26/16

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

Contractor Initials

Date

JS
05/26/16

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Contractor Initials

Date

OS
05/26/10

EXHIBIT A SCOPE OF SERVICES

Connect Worldwide (CWW) will serve as the NH Department of Resources and Economic Development's, Division of Travel and Tourism Development's (DTTD) Canadian public relations, travel trade, and paid media representative. CWW will develop and execute an innovative, brand-aligned PR/trade program, targeting a variety of channels, complementing DTTD's advertising/marketing program and facilitate a paid media strategy in key markets. Specific details as follows:

1. PUBLIC RELATIONS

- 1.1 CWW will develop and execute a strategic public relations plan in coordination with DTTD staff and key partners. The annual plan will include, but is not limited to: an editorial calendar, targeted outreach for short and long-lead pitch opportunities, earned media goals, key performance indicators/goals and budget.
- 1.2 CWW will maintain and audit a targeted media/social influencer list.
- 1.3 CWW will develop, execute and maintain a proactive news bureau and media section of visitnh.gov. To include releases/pitches, updated materials, fact sheets and story ideas.
- 1.4 CWW will provide French translation services.
- 1.5 CWW will provide strategic counsel to DTTD for emergency/crisis situation, reactive media requests and general press inquiries.
- 1.6 CWW will arrange and manage media appointments/meetings for DTTD staff in Toronto, Montreal and other markets as appropriate.
- 1.7 CWW will conceptualize, execute and secure top-tier media for annual receptions in key markets, as well as coordinate and execute in-market consumer/publicity events.
- 1.8 CWW will qualify, develop, and execute a visiting journalist program, securing a minimum of six individual press trips annually.
- 1.9 CWW will represent DTTD at media marketplace events as strategically identified and mutually agreed upon.

2 TRAVEL TRADE

- 2.1 CWW will qualify, develop, and execute product development tours for tour operators as needed.
- 2.2 CWW will arrange and manage trade appointments/meetings for DTTD staff and New Hampshire based industry partners as part of an annual sales mission in Toronto or Montreal.

- 2.3 CWW will conduct a minimum of four (4) deskside consultation meetings and/or agent training sessions each month.
- 2.4 CWW will maintain active industry memberships as strategically identified and agreed upon including, but not limited to: ACTA, Discover America, and OMCA.
- 2.5 CWW will develop, execute and maintain a proactive tour development bureau, including storage and distribution of itineraries/tour concepts, updated trade kit/materials, image library, promotional material, and collateral.

3 TRADESHOWS & EVENTS

- 3.1 CWW will coordinate and execute key consumer and trade show events on behalf of DTTD including, OMCA, Discover America Day, TMAC, Montreal Outdoor Adventure Show, Bienvenue Quebec, IPW and other shows as mutually and strategically agreed upon.
- 3.2 CWW will attend Canadian industry networking and development events as mutually and strategically agreed upon.
- 3.3 CWW will attend and potentially present at NH's Governor's Conference on Travel and Tourism; potentially attend other DTTD or regional event(s); and quarterly partner meetings.

4 ADVERTISING

- 4.1 CWW will work collaboratively with DTTD's Agency of Record to develop and execute a paid media strategy.

5 REPORTING

- 5.1 CWW will be responsible for updating DTTD's online dashboard with relevant data on a bi-weekly basis
- 5.2 CWW will provide a monthly report to include: achieved clips with earned media and impressions – statewide and categorized by region; stories pitched - who, what and current status; media interactions; summary of trade meetings/trainings; ongoing general project status; and relevant Canadian economic, political, and tourism updates. All monthly reports are due the 5th of each month.
- 5.3 CWW will provide individual special project reports within 30 days of project completion that includes: project summary, participants, financials, distribution, and future recommendations. Special projects include: exhibitor or appointment trade/travel shows attended, sales missions and media receptions.
- 5.4 CWW will provide an annual end-of-the-year report including results and evaluation of the strategic public relations plan (1.1), results and evaluation of

the advertising plan (4.1), budget, and recommendations. The report is due by August 5.

6 BILLING AND TERMS

- 6.1 Retainer fees will be billed at the beginning of each month. All other expenses will be billed on an itemized invoice by the 15th of the following month. All outside vendor costs will be billed at cost and copies of all vendor invoices and all out of pocket expenses will be included.

7 RIGHT TO CANCEL

- 7.1 DTTD has the right to alter or cancel any schedules, services or projects of LH&A or its outside vendors at any time. CWW 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.

8 APPROVAL

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

9 OWNERSHIP

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

10 STAFFING AND PROJECT MANAGEMENT

- 10.1 CWW agrees to have the appropriate principals directly responsible for the management of all projects undertaken by it on behalf of DTTD. A principal of the organization will also assume responsibility for providing daily oversight to the account service and will be present for all DTTD/CWW meetings unless otherwise agreed to by both parties.
- 10.2 CWW agrees that it will maintain adequate staffing to provide DTTD with responsive and timely service.

- 10.3 CWW will give guidance and support to other DTTD contractors to ensure maximum synergy and results. This includes, but is not limited to, agency of record, website developer, guidebook publisher, and researcher.
- 10.4 CWW agrees to provide members of its staff who work with DTTD training and development opportunities, included but not limited to informal research time and attendance at seminars, workshops or lectures related to travel and tourism. DTTD will be invoiced for attendance at training and development opportunities requiring overnight or long-distance travel which are attended by CWW staff at DTTD's request.
- 10.5 CWW may subcontract services. Proposals that include subcontracting services must include information identifying the subcontractor(s) and demonstrate the subcontractor(s)' qualifications to perform the services, and a letter from the proposed subcontractor(s) stating their intent to subcontract on the project. The prime contractor will be responsible for all services provided by, and obligations of its subcontractor(s). All communications, departmental director, invoices and payments will be processed through the prime contractor. All data generated as a result of this contract is the exclusive property of DTTD.
- 10.6 CWW is not authorized to represent the State's position to the public or media and must be authorized to provide information by DTTD.

11 DELIVERY

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

12 EXAMINATION OF RECORDS

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

**EXHIBIT B
PAYMENT TERMS**

Connect worldwide Canada ("CWW Canada") will invoice DTTD monthly based on twelve equal retainer amounts of \$7,083.33 in USD for agency fees. Press trips, special projects and out of pocket expenses will be billed on the monthly invoice in progress. Total amounts for each category will not exceed amounts specified below unless by written agreement. Total expenses for all services shall not exceed the total contract award for each fiscal year of \$300,000 USD.

Retainer fees	\$ 85,000
Public Relations/Social Media	
Media Tools & Content	\$ 7,500
Media Reception	\$ 10,000
Media Calls/Events	\$ 10,000
Press FAM Tours	\$ 15,000
Promotions	\$ 20,000
Out of Pocket Expenses	\$ 87,500
Travel Trade	
Trade Partner Programs	\$ 10,000
Consumer/Travel Shows	\$ 20,000
Sales Calls/Trainings/Webinars	\$ 10,000
Sales Mission	\$ 10,000
Trade FAM Tours	\$ 10,000
Storage DTTD promotional material and collateral	\$ 5,000
<hr/> Total	<hr/> \$300,000

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

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

Retained fees are to be billed at the beginning of each month. Itemized monthly invoices for all other expenses are to be submitted by the 15th of the following month. State payment terms are net 30.

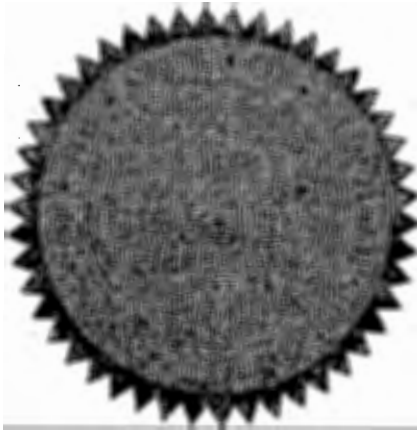
**EXHIBIT C
SPECIAL PROVISIONS**

The State of New Hampshire accepts that CWW Canada is not required to hold workers compensation insurance per Canadian Workplace Safety and Insurance Board (WSIB) as the travel industry is exempt.

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 CONNECT WORLDWIDE CANADA INC., a(n) Canada corporation, is authorized to transact business in New Hampshire and qualified on June 6, 2016. I further certify that all fees required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of June, A.D. 2016

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

William M. Gardner
Secretary of State



connectworldwide
canada

CORPORATE RESOLUTION

For

CONNECT WORLDWIDE CANADA LTD.

CERTIFICATE OF AUTHORITY

I, Charmaine Singh, Co-owner and President of Connect Worldwide Canada Ltd., a Canadian Corporation (the "Company"), do HEREBY certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on May 18, 2016, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout and that such resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

RESOLVED: That the Co-owner and President, Charmaine Singh, is empowered to execute and deliver in the name and on behalf of this Company a certain contract with the New Hampshire Department of Resources and Economic Development.

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

SIGNED BEFORE ME AT THE
CITY OF TORONTO, PROVINCE OF
ONTARIO, THIS 20TH DAY
OF MAY, 2016.

K. B. B. CHAMBERS
K. B. B. CHAMBERS
NOTARY PUBLIC - ONTARIO

MY COMMISSION EXPIRES WITH LIFE

Anne-Marie Lim, Controller

CERTIFICATE OF INSURANCE

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.

Named Insured: CONNECT WORLDWIDE CANADA LTD. 370 King St. W, Box 452, Ste 452 Toronto, ON M5V 1J9	Insurance Broker: Heart Lake Insurance Brokers Inc. 220 Advance Blvd., Suite 201 Brampton, ON L6T 4J5 Phone: (905) 840-0064 Fax: (905) 840-0061
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Description of Operations: Official Marketing Agency of Canada

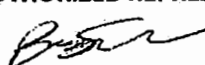
This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy terms shown and are subject to all the terms, conditions, and exclusions of such policies

LIMITS SHOWN MAY BE REDUCED BY PAID CLAIMS

TYPE OF INSURANCE:	
GENERAL LIABILITY:	
INSURER:	INTACT INSURANCE
POLICY NUMBER:	501285315
TERM:	August 18, 2015 to August 18, 2016
LIMIT(S):	\$5,000,000 inclusive per occurrence for Bodily Injury and Property Damage \$5,000,000 Products and Completed Operations Aggregate \$5,000,000 General Aggregate

NON-OWNED AUTOMOBILE:	
INSURER:	INTACT INSURANCE
POLICY NUMBER:	501285315
TERM:	August 18, 2015 to August 18, 2016
LIMIT(S):	\$5,000,000 Third Party Liability

CERTIFICATE HOLDER(S): State of New Hampshire, Department of Resources and Economic Development, Division of Travel and Tourism Development, 172 Pembroke Road, Concord, NH 03301 Attn: Victoria Cimino or Catherine Goff victoria.cimino@dred.nh.gov catherin.goff@dred.nh.gov	
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DATE: March 18, 2016	AUTHORIZED REPRESENTATIVE: Brandon Spilar 
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connectworldwide
canada

To whom it may concern,

This letter is in response to the request for reasoning as to why Connect Worldwide Canada ("CWWC") does not carry workers' compensation coverage.

The governing body that oversees workers compensation insurance in Ontario, Canada is called the Workplace Safety and Insurance Board ("WSIB").

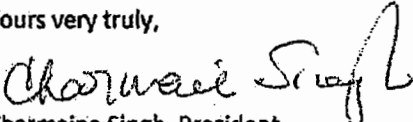
Connect Worldwide Canada does not currently maintain workers compensation insurance due to the fact that it is not required for our industry. A few industries do not require registration with the WSIB. In particular, our industry "Travel" is specifically named as one that does not have to register.

Based upon this, CWWC has decided not to carry this insurance at this time.

The hyperlink to this information can be viewed at the following:

http://www.wsib.on.ca/WSIBPortal/faces/WSIBArticlePage?_afGUID=835502100635000723&_afLoop=785077186788435&_afWindowMode=0&_afWindowId=null#%40%3F_afWindowId%3Dnull%26_afLoop%3D785077186788435%26_afWindowMode%3D0%26fGUID%3D835502100635000723%26_adf.ctrl-state%3Dev13qvw6_481

Yours very truly,


Charmaine Singh, President