

JR44



**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](http://www.visitnh.gov)  
 E-MAIL: [travel@dred.state.nh.us](mailto:travel@dred.state.nh.us)

July 13, 2016

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, Division of Travel and Tourism Development to enter into a contract with Strategic Marketing & Research Insights, LLC, Indianapolis, Indiana (Vendor Code #274267) in the amount of \$400,000.00 for research services effective upon Governor and Executive Council approval 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>FY2017</u>	<u>FY2018</u>
03-35-35-352010-36200000		
Division of Travel-Tourism Revolving Fund		
069-500567 Promotional and Marketing Exp.	\$200,000	\$200,000

**EXPLANATION**

The Division of Travel and Tourism Development's (DTTD) mission is to develop and promote New Hampshire, domestically and internationally, as a preferred travel destination to increase visitation and expenditures, business activity, and employment throughout the state. To assist in reaching its



mission, DTTD requires a research program to validate advertising effectiveness, return on investment and provide key expert research insight to the state's tourism industry.

DTTD issued an extensive Request for Proposals (RFP) for research services on April 14, 2016. The RFP was posted on Visitnh.gov, Admin.state.nh.us and on USTravel.org, the U.S. Travel Association's website. Five vendors submitted formal written proposals on or before May 19, 2016.

A selection committee comprised of DTTD staff and a staff person from DTTD's agency of record (Schedule #2) reviewed and scored the proposals (Schedule 1), inviting two vendors to attend in-person interviews on June 2, 2016. Each vendor was received questions regarding performance reports, to the ability to inform strategic marketing decisions, and consumer awareness studies.

Strategic Marketing & Research Insights, LLC (SMARInsights) was awarded the contract with DTTD. A composite score of both the written proposals and the in-person interviews is included as Schedule 3. SMARInsights is an Indiana-based full-service research firm with a focus on travel and tourism. SMARInsights has more than 33 years of proven experience, having worked with 20 state tourism organizations, 38 convention and visitors bureaus, and 23 attractions.

SMARInsights will be responsible for the development and execution of a comprehensive research program that will complement the mission of DTTD. In addition to evaluating advertising effectiveness and the Division's return on investment, SMARInsights will include monthly and seasonal reporting, travel forecasting, imaging and positioning research and updates to the DTTD online dashboard.

SMARInsights current client list includes VisitFlorida, VisitOrlando, the states of Arizona, California, Colorado, Texas, Indiana, Utah, Tennessee, South Carolina, Wyoming, Missouri, and Georgia as well Mammoth Lakes, California, Greater Palm Springs, the Los Angeles Tourism and Convention Board, Gatlinburg, Tennessee and Sea World.

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

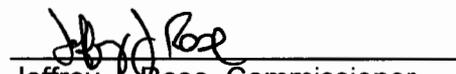
Submitted by,



Victoria Cimino, Director  
Division of Travel and Tourism Development  
Development

Approved by,

(4/14)



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

**SCHEDULE #1**

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

Proposals were reviewed, evaluated and scored by the evaluation 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.

	<b>Max. Points</b>
1. <b>OVERALL EXPERIENCE OF COMPANY / STAFF &amp; DEMONSTRATED RESULTS</b> Includes organization's experience relative to the Scope of Work outlined within the RFP, relevance of current/previous work and client list, and references.	<b>30</b>
2. <b>SCOPE OF WORK</b> Includes overall strategy, tactical work plan, proposed schedule, and team assigned to DRED's account (including third parties).	<b>40</b>
3. <b>CREATIVITY/INNOVATION</b> Assessment of suggested technologies, third party data sources, and overall approach to the Scope of Work outlined.	<b>15</b>
4. <b>BUDGET APPROACH / COST EFFECTIVENESS</b> Evaluation of the proposed fee and value of overall program.	<b>15</b>
<b>TOTAL POINTS</b>	<b>100</b>

Vendors were scored on the criteria above and two research companies were invited for in-person interviews.

- Strategic Marketing & Research Insights, LLC – 135 N. Pennsylvania St, Suite 1330, Indianapolis, IN 46204
- Center for Rural Partnerships – MSC 68, 17 High Street, Plymouth State University, Plymouth, NH 03264

## **IN-PERSON INTERVIEW EVALUATION CRITERIA**

The in-person interviews 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 in-person interview for a total of 100 points maximum.

1. Knowledge of New Hampshire
2. Cultural fit with New Hampshire
3. Knowledge of and Methodology for Performance Reporting
4. Ability to Inform Strategic Marketing Decisions
5. Knowledge of Consumer Awareness Studies
6. Staff expertise and professionalism

**Department of Resources and Economic Development  
Division of Travel and Tourism Development  
Research 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](mailto:victoria.cimino@dred.nh.gov)

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

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

Jon Gaffney, Senior Brand Strategist  
GYK Antler  
175 Canal Street, Manchester, NH 03101  
603-625-5713 [travis@gykantler.com](mailto:travis@gykantler.com)

Department of Resources and Economic Development  
 Division of Travel and Tourism Development  
 Research Selection 2016  
 Written Proposals and In-Person Interviews Evaluation

SCHEDULE #3

Written Proposals	CBQP	Insights	Scoring	H2R Marketing Research	Down & St. Germain
Amy Bassett	65	91	35	68	73
Victoria Cimino	50	88	43	63	78
Kris Neilsen	65	88	40	67	75
Jon Gaffney	61	91	35	65	80
<b>Written Totals</b>	<b>241</b>	<b>358</b>	<b>153</b>	<b>263</b>	<b>306</b>

**In-Person Interviews**

Amy Bassett	56	85
Victoria Cimino	48	87
Kris Neilsen	57	85
Jon Gaffney	53	82
<b>Oral Totals</b>	<b>214</b>	<b>339</b>

<b>TOTAL</b>	<b>455</b>	<b>697</b>
--------------	------------	------------

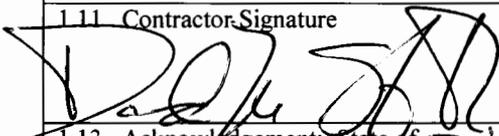
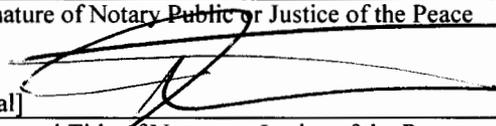
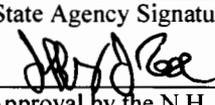
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name 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 Strategic Marketing and Research Insights, LLC		1.4 Contractor Address 135 N. Pennsylvania Street, Suite 1330 Indianapolis, IN 46204	
1.5 Contractor Phone Number 317-574-7760	1.6 Account Number various	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$400,000
1.9 Contracting Officer for State Agency Jeffrey J. Rose, Commissioner		1.10 State Agency Telephone Number 603-271-2665	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory DAVID M. SEIFERTH, PRESIDENT	
1.13 Acknowledgement: State of <u>Indiana</u> , County of <u>Marion</u> On <u>July 1<sup>st</sup>, 2016</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]		<div style="border: 1px solid black; padding: 5px; text-align: center;"> <b>JOSHUA D. STUCKEY</b>                      NOTARY PUBLIC  <b>SEAL</b>                      STATE OF INDIANA                      MY COMMISSION EXPIRES MARCH 9, 2023                 </div>	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Josh Stuckey</u>		1.15 Name and Title of State Agency Signatory <u>Jeffrey J. Rose, Commissioner</u>	
1.14 State Agency Signature  Date: <u>7/28/16</u>		1.15 Name and Title of State Agency Signatory <u>Jeffrey J. Rose, Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>N/A</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>James M. Hughes</u> On: <u>8/5/16</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.

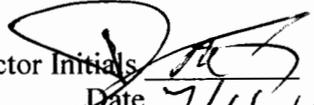
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

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 7/11/16

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.

  
7/1/16

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 7/1/14

## **EXHIBIT A SCOPE OF SERVICES**

Strategic Marketing and Research Insights, LLC. (SMARInsights) will serve as the NH Department of Resources and Economic Development, Division of Travel and Tourism Development's (DTTD) research partner. SMARInsights will be responsible for the development and execution of a comprehensive research program. The program will not only track performance, but also inform strategic marketing decisions. Specific details as follows:

### **1. Scope of Work**

- 1.1 SMARInsights will develop and execute a strategic research plan in collaboration with DTTD staff and key partners.
- 1.2 SMARInsights will provide monthly/seasonal travel reports with specific element will need to be structured by travel region and additional geographic analyses may be requested. Reports will include, but not limited to:
  - Rooms and Meals Sales
  - Tax Revenue
  - Visitation
  - Visitor Spending
  - Travel Sector Employment
  - Airline Passengers/Vehicle Rentals
  - Gas Prices
  - Exchange Rates
- 1.3 SMARInsights will provide monthly lodging reports (by travel region/state senate district) including, but not limited to; occupancy percentage, ADR, and RevPAR.
  - 1.3.1 SMARInsights will develop a mechanism for capturing smaller property's data.
- 1.4 SMARInsights will provide monthly reports outlining domestic and international travel trends/news.
- 1.5 SMARInsights will provide reports on advertising effectiveness and return on investment.
- 1.6 SMARInsights will provide annual report on New Hampshire's market share in target markets and recommend potential new markets.
- 1.7 SMARInsights will provide seasonal/holiday forecasts.
- 1.8 SMARInsights will provide an annual report illustrating actuals/projections over a ten-year period of time that includes visitation, spending, projected trip growth by source market and annual report communicating macro forecast assumptions of U.S. and Global Economies.
- 1.9 SMARInsights will develop annual domestic visitation and travel profile.
- 1.10 SMARInsights will provide image and positioning research.
- 1.11 SMARInsights will provide total impact that includes indirect and induced (secondary) effects and will show all of the primary and secondary earnings and employment that are attributable to travel and tourism at the state level.
- 1.12 SMARInsights will provide visitor impacts by New Hampshire Senate Districts.

- 1.13 SMARInsights will be responsible for updating DTTD's online dashboard with relevant data.
- 1.14 SMARInsights will attend industry events as requested and agreed upon.
- 1.15 SMARInsights 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.

## **2. Billing and Terms**

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

## **3. Right to Cancel**

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

## **4. Approval**

- 4.1 As stated in Exhibit B, SMARInsights will provide a written estimate of work for DTTD approval in advance of beginning work on special or optional projects. The estimates will detail the nature of the work and the associated costs. SMARInsights 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, SMARInsights will revise the estimate and seek approval from DTTD before proceeding. The signed estimate indicates approval to proceed.

## **5. Ownership**

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

## **6. Staffing and Project Management**

- 6.1 SMARInsights 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/ SMARInsights meetings unless otherwise agreed to by both parties.

- 6.2 SMARInsights agrees that it will maintain adequate staffing to provide DTTD with responsive and timely service.
- 6.3 SMARInsights 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 public relations.
- 6.4 SMARInsights 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 SMARInsights staff at DTTD's request.
- 6.5 SMARInsights may subcontract services. Proposals that include subcontracting services must include information identifying the subcontractor(s) and demonstrate the subcontractor(s)' qualifications to perform the services, and a letter from the proposed subcontractor(s) stating their intent to subcontract on the project. The prime contractor will be responsible for all services provided by, and obligations of its subcontractor(s). All communications, departmental director, invoices and payments will be processed through the prime contractor. All data generated as a result of this contract is the exclusive property of DTTD.
- 6.6 SMARInsights is not authorized to represent the State's position to the public or media and must be authorized to provide information by DTTD.

## **7. Delivery**

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

## **8. Examination of Records**

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

**EXHIBIT B  
PAYMENT TERMS**

SMARInsights will invoice DTTD for professional fees at the beginning of each month. Costs associated with special or optional projects and out of pocket expenses will be billed by the 15<sup>th</sup> 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. Total amounts for each category specified below can be adjusted by written agreement between the two parties. Total expenses for all services shall not exceed the total contract award for each fiscal year of \$200,000.

Professional fees	\$163,000
Optional/Special Projects	\$ 32,000
<u>Out of Pockets</u>	<u>\$ 5,000</u>
Total	\$200,000

SMARInsights will provide a written estimate of work for DTTD approval in advance of beginning work on special or optional projects. The estimates will detail the nature of the work and the associated costs. SMARInsights 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, SMARInsights will revise the estimate and seek approval from DTTD 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 5<sup>th</sup> day of each month.

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

**EXHIBIT C  
SPECIAL PROVISIONS**

There are no special provisions included with this contract

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that STRATEGIC MARKETING & RESEARCH INSIGHTS LLC a(n) Indiana limited liability company registered to do business in New Hampshire on June 17, 2016. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 20<sup>th</sup> day of July, A.D. 2016

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

William M. Gardner  
Secretary of State



Strategic Marketing and Research  
135 N. Pennsylvania Street, Suite 1330  
Indianapolis, Indiana 46204

**Certificate of Authority**

**For**

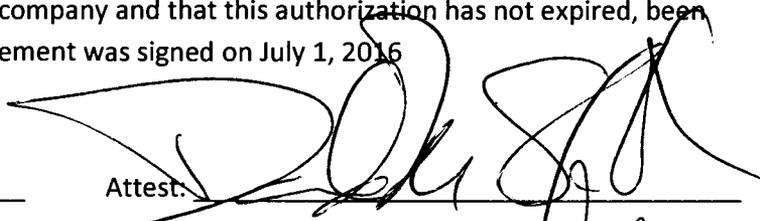
**Strategic Marketing & Research Insights, LLC**

I, David M. Seiferth, hereby certify that I am the sole member of Strategic Marketing & Research Insights, LLC, a limited liability company under RSA 304-C.

I certify that I am authorized to bind the limited liability company.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the limited liability company and that this authorization has not expired, been amended, or repealed since the agreement was signed on July 1, 2016

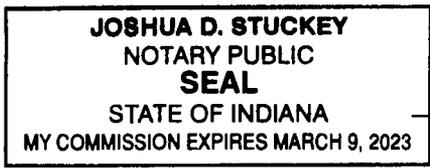
Date: 7/22/16

Attest:   
(Name and Title) President

State of Indiana

County of Marion

This instrument was signed or acknowledged before me on 7/22/16  
by Josh Stuckey (Date)  
(Name above)



  
Notary Signature

Seal/Stamp



# CERTIFICATE OF LIABILITY INSURANCE

93469

DATE (MM/DD/YYYY)  
6/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> 855-491-0974 Wells Fargo Insurance Services USA, Inc. 550 South 4th St Minneapolis, MN 55415	<b>CONTACT NAME:</b> Brent Volstad
	<b>PHONE (A/C, No, Ext):</b> 612-594-5571 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Brent.A.Volstad@wellsfargo.com
<b>INSURED</b> Strategic Marketing & Research Insights, LLC 135 N Pennsylvania St Suite 1330 Indianapolis IN 46204	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>
	<b>INSURER A:</b> Travelers Casualty Ins Co of America      19046
	<b>INSURER B:</b> Travelers Indemnity Company      25658
	<b>INSURER C:</b> Standard Fire Insurance Co.      19070
	<b>INSURER D:</b> Travelers Casualty and Surety Co. of America      31194
	<b>INSURER E:</b> <b>INSURER F:</b>

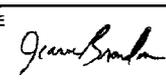
**COVERAGES****CERTIFICATE NUMBER:** 10630078**REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		680-OG600809-16-42	07/25/2016	07/25/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA-OG760516-16-SEL	07/25/2016	07/25/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 5,000			CUP-OG602366-16-42	07/25/2016	07/25/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input checked="" type="checkbox"/> N / N/A	ICUB-OG76190-6-16	07/25/2016	07/25/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000. E L DISEASE - EA EMPLOYEE \$ 1,000,000. E L DISEASE - POLICY LIMIT \$ 1,000,000.
D	Professional Liability EPLI			106350842	08/06/2015	08/06/2016	\$2,000,000 Limit; \$25,000 Retention; \$1,000,000 limit, \$25,000 retention

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

**CERTIFICATE HOLDER****CANCELLATION**

State of New Hampshire Department of Resources and Economic Development, Division of Travel and Tourism Development  172 Pembroke Rd Concord, NH 03302-1856	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
---	--

The ACORD name and logo are registered marks of ACORD

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

(This certificate replaces certificate# 10599723 issued on 6/22/2016)