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

172 Pembroke Road, Concord, New Hampshire 03301

Jeffrey J. Rose  
 Commissioner

Victoria Cimino  
 Director

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)

June 16, 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, to amend a **SOLE SOURCE** contract with the New England State Travel Directors Council, Inc. d/b/a Discover New England (VC #157177) Portsmouth, New Hampshire in an amount not to exceed \$150,000, increasing the total contact amount from \$500,000 to \$650,000, for collaborative international marketing from July 1, 2015 through June 30, 2017. The original contract was approved by the Governor and Executive Council on June 10, 2015, Item #67. 100% General Funds.

Funding for FY 2016 and FY2017 is available, with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified:

	<u>FY 2016</u>	<u>FY 2017</u>
03-35-35-352010-36200000		
Division of Travel - Tourism		
069-500567 Promotional Marketing Exp.	\$105,000	\$105,000
03-35-35-352010-58740000		
Travel – Tourism Dev. Fund		
069-500567 Promotional Marketing Exp.	<u>\$295,000</u>	<u>\$145,000</u>
<i>Totals:</i>	<u>\$400,000</u>	<u>\$250,000</u>

**EXPLANATION**

Formed in 1992 by the six New England State Travel Directors, Discover New England (DNE) is the only regional marketing organization that equally represents and markets all six New England states in the international market. We are requesting this contract as sole source because there are no other organizations that could perform DNE's scope of services. It is a unique partnership specifically developed by the six New England Tourism Directors in response to industry needs. The organization performs marketing services that the Division of Travel and Tourism Development (DTTD) does not have the resources to undertake as an individual state.

Each of the six states contribute equal funds (\$105,000 annually) for international marketing programs that include trade shows and tour operator/media summits, sales missions, literature production and distribution, advertising, internet marketing, press and familiarization tours, public relations, research and entry into new international markets. In addition to the annual funding, each state through DNE has the opportunity to fund additional marketing efforts. These international marketing programs consist of additional literature distribution, trade shows, familiarization tour support, travel agent training, tactical advertising campaigns and digital marketing.

DNE currently has a partnership with The Corporation for Travel Promotion, d.b.a. Brand USA, this amendment would allow DTTD to become an affiliate partner of Brand USA through that contract. Brand USA was established in May 2011 by the Travel Promotion Act as the nation's first public-private partnership to lead a globally coordinated marketing effort developed to enhance the image of the USA worldwide and to promote the United States as a premier travel destination. Brand USA is currently establishing representation in 18 international regions covering more than 40 countries; markets accounting for up to 93% of inbound visitation to the United States.

The affiliate partnership will allow the State of New Hampshire to maximize and optimize the return on investment by partnering and leveraging Brand USA's resources and expertise in Canada and other key international markets. International marketing programs will include cooperative marketing, trade outreach and training, and media and public relations. The State of New Hampshire will benefit by increasing overseas international visitors to the state, who typically stay longer, spend more and are not weather dependent.

DNE, a non-profit organization, was formed for international destination marketing, and works closely with other regional, private-sector groups and chambers of commerce in promoting New England. This is the twenty-sixth year the State has participated in DNE.

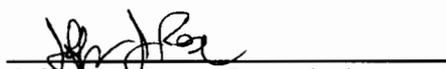
The Attorney General's office has approved this contract as to form, substance and execution.

Respectfully submitted,



Victoria Cimino, Director  
Division of Travel and Tourism Development

Concurred,



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

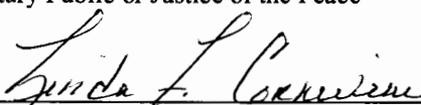
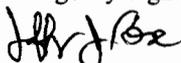
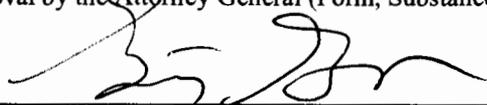
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 New England Travel Directors Council, Inc. d.b.a Discover New England		1.4 Contractor Address 100 International Drive, Suite 352 Portsmouth, NH 03801	
1.5 Contractor Phone Number 603-766-0606	1.6 Account Number 3620/5874-069	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$650,000
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 Carolann D. Onelle, Discover New England, Chair	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Sherburne</u>  On <u>6/14/2016</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] 			
1.13.2 Name and Title of Notary or Justice of the Peace LINDA F. CORRIVEAU, Notary Public My Commission Expires September 3, 2019			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory  Date: <u>6/15/16</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>6/15/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

#### **8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

#### **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

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

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

#### **14. INSURANCE.**

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

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

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

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

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.

## **Exhibit A**

### **SCOPE OF SERVICES NEW ENGLAND STATE TRAVEL DIRECTORS COUNCIL, INC. d/b/a DISCOVER NEW ENGLAND**

Discover New England (DNE) is the region's official international marketing consortium; each New England state equally contributes to the promotional effort. DNE wishes to enter into a service contract with the State of New Hampshire, Division of Travel and Tourism Development (NHDTTD). Terms of the contract are for the period from Governor and Executive Council approval through June 30, 2017.

#### **INTERNATIONAL MARKETING AND OPERATIONS**

The program of work for international marketing and promotional efforts in Fiscal Year 2016 and 2017 in the United Kingdom, Germany and Japan includes public relations, sales and training missions, trade shows and advertising campaigns.

Projects include, but may not be limited to:

- In-market representation
- Public relations services
- Press familiarization tours
- New England publications, travel trade email marketing program, etc.
- Trade shows as determined by the Board of Directors (tourism directors from each state)
- Trade missions
- Travel agent training sessions
- Travel trade familiarization tours
- Special promotions and events
- DNE administration and operation
- Tactical cooperative advertising campaigns

#### **ADDITIONAL PROGRAMS**

Beyond New Hampshire's share of the Discover New England budget, funds allocated permit NHDTTD, at its discretion and direction, provides New Hampshire additional exposure in key overseas markets, including the United Kingdom, Germany, and Japan. Enhanced programming includes cooperative advertising, in-country brochure distribution, consumer marketing campaigns, travel agent training, familiarization tours, and representation at key in-country marketplaces (Pow Wow, ITB, Japanese Association of Travel Agents and World Travel Market). Funding also supports initiatives in emerging markets such as France, Italy, and China. Funding would lastly support partnering through Discover New England with The Corporation for Travel, d.b.a. Brand USA to support initiatives in international markets to increase overnight stays and spending in New Hampshire.

## Exhibit B

### PAYMENT TERMS

The total operating budget approved by the Board of Directors of DNE for FY16 and FY17 is \$630,000.00 each year. The State of New Hampshire's share of the yearly budget is \$105,000.00 (\$26,250.00 quarterly). In addition, New Hampshire will also participate in additional opportunities in international tourism in the amount of \$295,000 during FY16 and \$145,000 during FY17.

Payment will be made after G&C approval and upon receipt of an approved invoice as follows:

NH Share:

<u>FY16</u>		<u>FY17</u>	
July 15, 2015	\$ 55,000	July 15, 2016	\$ 55,000
<u>January 15, 2016</u>	<u>\$ 50,000</u>	<u>January 15, 2017</u>	<u>\$ 50,000</u>
Total FY 16	\$105,000	Total FY 15	\$105,000

NH Opportunities:

<u>FY16</u>		<u>FY17</u>	
July 15, 2015	\$ 72,500	July 15, 2016	\$ 72,500
January 15, 2016	\$ 72,500	January 15, 2017	\$ 72,500
<u>June 30, 2016</u>	<u>\$150,000</u>		
Total FY 14	\$295,000	Total FY 15	\$145,000

## Exhibit C

### SPECIAL PROVISIONS

There are no special provisions in this contract.

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that New England State Travel Directors Council, Inc. is a New Hampshire nonprofit corporation formed January 8, 1992. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and 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 15<sup>th</sup> day of June A.D. 2016

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

William M. Gardner  
Secretary of State



June 14, 2016

**Resolution Empowering Chairperson of Discover New England to sign Contracts**

**The Board of Directors of New England State Travel Directors Council, Inc. (d/b/a/ Discover New England) agrees to empower Chairperson Carolann Ouellette of the Maine Office of Tourism to enter into State contracts for services for FY 2016 & FY 2017 on behalf of Discover New England.**

Signed

A handwritten signature in black ink, appearing to read "Randy Fiveash", written over a horizontal line.

Date

A handwritten date "6/14/16" in black ink, written over a horizontal line.

**Randy Fiveash  
Vice Chair  
Discover New England**

100 International Drive, Suite 352, Portsmouth, New Hampshire, 03801  
T: 603 766 0606 F: 603 766 0607 E: [info@discovernewengland.org](mailto:info@discovernewengland.org)



## Additional Named Insureds

### Other Named Insureds

Discover New England

Doing Business As



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

172 Pembroke Road, Concord, New Hampshire 03302-1856

Jeffrey J. Rose  
 Commissioner

Victoria Cimino  
 Director

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May 12, 2015

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, to enter into a **SOLE SOURCE** contract with the New England State Travel Directors Council, Inc. d/b/a Discover New England (VC #157177) Portsmouth, New Hampshire in the amount of \$500,000 for collaborative international marketing from July 1, 2015 through June 30, 2017. 100% General Funds.

Funding for FY 2016 and FY2017 is contingent upon availability and continued appropriation of funds, as follows, with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified:

	<u>FY 2016</u>	<u>FY 2017</u>
03-35-35-352010-36200000 Division of Travel - Tourism 069-500567 Promotional Marketing Exp.	\$105,000	\$105,000
03-35-35-352010-58740000 Travel – Tourism Dev. Fund 069-500567 Promotional Marketing Exp.	\$145,000	\$145,000
<i>Totals:</i>	\$250,000	\$250,000

**EXPLANATION**

Formed in 1992 by the six New England State Travel Directors, Discover New England (DNE) is the only regional marketing organization that equally represents and markets all six New England states in the international market. We are requesting this contract as sole source because there are no other organizations that could perform DNE’s scope of services. It is a unique partnership specifically developed by the six New England Tourism Directors in response to industry needs. The organization performs marketing services that the Division of Travel and Tourism Development (DTTD) does not have the resources to undertake as an individual state.

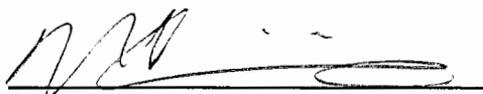
Each of the six states contributes equal funds (\$105,000 annually) for international marketing programs that include trade shows and tour operator/media summits, sales missions, literature production and distribution, advertising, internet marketing press and familiarization tours, public relations, researching and entry into new international markets. In addition to the annual funding, each state through DNE has the opportunity to fund additional marketing efforts. These international marketing programs consist of additional literature distribution, trade shows, familiarization tour support, travel agent training, tactical advertising campaigns and internet marketing. The State of New Hampshire will benefit from this service contract by increasing overseas international promotion resulting in more visitors to the State.

This non-profit organization was formed for overseas international destination marketing, and works closely with other regional, private-sector groups and chambers of commerce in promoting New England. This is the twenty-fifth year the State has participated in DNE.

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

*cm*

Respectfully submitted,



Victoria Cimino, Director  
Division of Travel and Tourism Development

Concurred,



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

Subject: INTERNATIONAL TOURISM VC#157177 FORM NUMBER P-37 ( version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT		1.2 State Agency Address 172 PEMBROKE ROAD, CONCORD NH 03302	
1.3 Contractor Name NE STATE TRAVEL DIR COUNCIL INC D/B/A DISCOVER NE		1.4 Contractor Address 100 INTERNATIONAL DR STE 352 PORTSMOUTH NH 03801	
1.5 Contractor Phone Number 603-766-0606	1.6 Account Number 010-035-3620/5874-069-0567	1.7 Completion Date JUNE 30, 2017	1.8 Price Limitation \$500,000.00
1.9 Contracting Officer for State Agency VICTORIA CIMINO, DTTD DIRECTOR		1.10 State Agency Telephone Number 603-271-2665	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Carolann D. Onellette, Chair	
1.13 Acknowledgement: State of <u>Maine</u> , County of <u>Kennebec</u> On <u>5/19/2015</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 Notary Public, Maine My Commission Expires October 19, 2017			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory JEFFREY J. ROSE, COMMISSIONER	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>N/A</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>5/22/15</u>			
1.18 Approval by the Governor and Executive Council By: On:			

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

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

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

**7. PERSONNEL.**  
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials alo  
Date 05.11.15

**8. EVENT OF DEFAULT/REMEDIES.**

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

**14. INSURANCE.**

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials *ewj*  
Date 05-11-15

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

## **Exhibit A**

### **SCOPE OF SERVICES NEW ENGLAND STATE TRAVEL DIRECTORS COUNCIL, INC. d/b/a DISCOVER NEW ENGLAND**

Discover New England (DNE) is the region's official international marketing consortium; each New England state equally contributes to the promotional effort. DNE wishes to enter into a service contract with the State of New Hampshire, Division of Travel and Tourism Development (NHDTTD). Terms of the contract are for the period from Governor and Executive Council approval through June 30, 2017.

#### **INTERNATIONAL MARKETING AND OPERATIONS**

The program of work for international marketing and promotional efforts in Fiscal Year 2016 and 2017 in the United Kingdom, Germany and Japan includes public relations, sales and training missions, trade shows and advertising campaigns.

Projects include, but may not be limited to:

- In-market representation
- Public relations services
- Press familiarization tours
- New England publications, travel trade email marketing program, etc.
- Trade shows as determined by the Board of Directors (tourism directors from each state)
- Trade missions
- Travel agent training sessions
- Travel trade familiarization tours
- Special promotions and events
- DNE administration and operation
- Tactical cooperative advertising campaigns

#### **ADDITIONAL PROGRAMS**

Beyond New Hampshire's share of the Discover New England budget, funds allocated permit NHDTTD, at its discretion and direction, provides New Hampshire additional exposure in key overseas markets, including the United Kingdom, Germany, and Japan. Enhanced programming includes cooperative advertising, in-country brochure distribution, consumer marketing campaigns, travel agent training, familiarization tours, and representation at key in-country marketplaces (Pow Wow, ITB, Japanese Association of Travel Agents and World Travel Market). Funding also supports initiatives in emerging markets such as France, Italy, and China.

## Exhibit B

### PAYMENT TERMS

The total operating budget approved by the Board of Directors of DNE for FY16 and FY17 is \$630,000.00 each year. The State of New Hampshire's share of the yearly budget is \$105,000.00 (\$26,250.00 quarterly). In addition, New Hampshire will also participate in additional opportunities in international tourism in the amount of \$145,000 during FY16 and \$145,000 during FY17.

Payment will be made after G&C approval and upon receipt of an approved invoice as follows:

NH Share:

	<u>FY16</u>		<u>FY17</u>
July 15, 2015	\$ 55,000	July 15, 2016	\$ 55,000
<u>January 15, 2016</u>	<u>\$ 50,000</u>	<u>January 15, 2017</u>	<u>\$ 50,000</u>
Total FY 16	\$105,000	Total FY 15	\$105,000

NH Opportunities:

	<u>FY16</u>		<u>FY17</u>
July 15, 2015	\$ 72,500	July 15, 2016	\$ 72,500
<u>January 15, 2016</u>	<u>\$ 72,500</u>	<u>January 15, 2017</u>	<u>\$ 72,500</u>
Total FY 14	\$145,000	Total FY 15	\$145,000

## Exhibit C

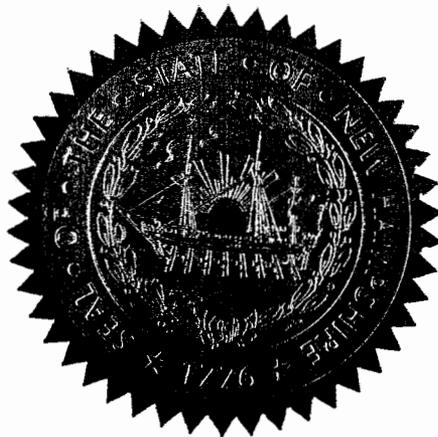
### SPECIAL PROVISIONS

There are no special provisions in this contract.

# State of New Hampshire Department of State

## CERTIFICATE

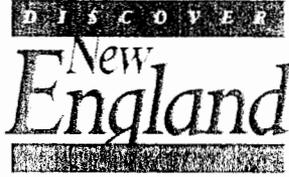
I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that DISCOVER NEW ENGLAND is a New Hampshire trade name registered on May 22, 1992 and that New England State Travel Directors Council, Inc. presently own(s) this trade name. I further certify that it is in good 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 12<sup>th</sup> day of May, A.D. 2015

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

William M. Gardner  
Secretary of State



May 8, 2015

**Resolution Empowering Chairperson of Discover New England to sign Contracts**

**The Board of Directors of New England State Travel Directors Council, Inc. (d/b/a/ Discover New England) agrees to empower Chairperson Carolann Ouellette of the Maine Office of Tourism to enter into State contracts for services for FY 2016 on behalf of Discover New England.**

Signed  Date 5/12/2015

**Randy Fiveash  
Vice Chair  
Discover New England**

100 International Drive, Suite 352, Portsmouth, New Hampshire, 03801  
T: 603 766 0606 F: 603 766 0607 E: info@discovernewengland.org



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/8/2015

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

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

PRODUCER Cross Insurance-Augusta 116 Community Drive  Augusta ME 04330	CONTACT NAME: Mary Cloutier
	PHONE (A/C, No, Ext): (207) 622-4787 FAX (A/C, No): E-MAIL ADDRESS: mcloutier@crossagency.com
INSURED New England State Travel Directors Council, 100 International Drive Suite 352 Portsmouth NH 03831	INSURER(S) AFFORDING COVERAGE
	INSURER A: Acadia Ins Co.
	INSURER B: Philadelphia Ins Co
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: CL1471014013 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			BOA0043666-26	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			BOA0043666-26	7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Per Occurrence \$ 2,000,000
	SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						
A	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE \$ AGGREGATE \$
	DED RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCA0043665-26	7/1/2014	7/1/2015	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Y/N N/A						
B	Directors & Officers			PHSD1004699	1/26/2015	1/26/2016	Limit 1,000,000 Deductible 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER  NH Division of Travel and Tourism 172 Pembroke Road Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Michelle Ibarguen/JCB <i>Michelle M. Ibarguen</i>