

67 DTH



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

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

JEFFREY ROSE
Commissioner

LORI HARNOIS
Director

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

May 9, 2014

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 renew a contract with Lou Hammond and Associates, Inc.(VC #226733), of New York, New York, in the amount of \$400,000 for public relations and marketing services in the U.S. from July 1, 2014 through June 30, 2016. The original contract with the option to renew for one two-year period upon consent of both parties and approval by the Governor and Executive Council was approved on June 20, 2012, Item #161. An amendment adding public relations outreach efforts in Canada and increasing the contract by \$55,000 from \$300,000 to \$355,000 was approved on December 20, 2014, Item #73. 100% General Funds.

Funds are available in account titled Travel - Tourism Development Fund for FY15 and pending budget approval for FY16 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 15</u> | <u>FY 16</u> |
|---|--------------|--------------|
| 03-35-35-352010-58740000-069-500567 Promotional & Marketing Exp | \$200,000 | \$200,000 |

EXPLANATION

Public relations are one component of the strategic marketing plan used to promote New Hampshire by the Division of Travel and Tourism Development (DTTD). It is imperative to continually keep New Hampshire as a tourist destination of choice, as travel and tourism is New Hampshire's second largest industry in terms of jobs (68,000 full and part-time) supported by

dollars from out of state. In FY13, direct spending by travelers to New Hampshire reached \$4.6 billion. In FY13, our public relations vendor aided DTTD in making over 3.3 trillion print and online impressions with a total of over \$27.4 billion in earned media.

Funding this contract will allow us to continue to proactively promote New Hampshire as a desirable destination in travel print media, in magazines and newspapers, over the Internet and through television, radio programs and social media. The department continues to have an excellent relationship with Lou Hammond and Associates. The department remains pleased with the way Lou Hammond and Associates provides expertise in industry relations, public relations support, and strategic counsel. Lou Hammond and Associates' experience with tourism has greatly benefited the State of New Hampshire and the mission of the Division of Travel and Tourism Development.

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

Respectfully submitted by,



Lori Harnois, Director
Division of Travel and Tourism Development

Concurred, 



Jeffrey Rose, Commissioner
Department of Resources and Economic
Development

Subject: Domestic Public Relations FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|---|--|---|--|
| 1.1 State Agency Name <u>Dept. of Resources and Economic Development - DTTD</u> | | 1.2 State Agency Address <u>170 Pembroke Road, Concord, NH 03301</u> | |
| 1.3 Contractor Name <u>Lou Hammond & Associates</u> | | 1.4 Contractor Address <u>39 East 51st Street, New York, NY 10022</u> | |
| 1.5 Contractor Phone Number <u>(212) 891-0246</u> | 1.6 Account Number <u>03-35-35-352010-5874,3620</u> | 1.7 Completion Date <u>June 30, 2016</u> | 1.8 Price Limitation <u>\$400,000</u> |
| 1.9 Contracting Officer for State Agency <u>Jeffrey Rose, Commissioner</u> | | 1.10 State Agency Telephone Number <u>(603)271-2665</u> | |
| 1.11 Contractor Signature <u>L. Cohen</u> | | 1.12 Name and Title of Contractor Signatory <u>Laura Cohen / Controller.</u> | |
| 1.13 Acknowledgement: State of <u>SE</u> , County of <u>CHARLESTON</u> On <u>4/29/14</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 <u>[Seal]</u> | | | |
| 1.13.2 Name and Title of Notary or Justice of the Peace <u>CHERYL SMILEY</u> | | | |
| 1.14 State Agency Signature <u>Jeffrey J. Rose</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) By: <u>[Signature]</u> On: <u>5/20/14</u> | | | |
| 1.18 Approval by the Governor and Executive Council By: _____ On: | | | |

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

7. PERSONNEL.

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

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

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

EXHIBIT A SCOPE OF SERVICES

Lou Hammond and Associates shall recommend, execute and follow up on press and public relations campaigns involving press releases, events and story ideas for the media. Lou Hammond and Associates is also responsible for tracking coverage, pitching stories to travel media and responding to media inquiries. Specific details are as follows:

1. Strategic Public Relations Planning

After conducting a public relations audit of DTTD's current PR activities, Lou Hammond and Associates, in collaboration with DTTD and its partners, will develop and execute a strategic public relations plan that will be an integral part of the overall tourism marketing plan, targeted at the leisure, group and business traveler markets.

At year end, conduct a review of DTTD key marketing messages and evaluate effectiveness of the strategic public relations plan in terms of the quality of media coverage of these key messages. Strategic plan adjusted accordingly to meet these needs.

2. Media Relations

Develop editorial calendar for media pitches based on DTTD's Advertising Agency marketing and media buy plan.

Conduct targeted pitching to national media for short and long-lead publication deadlines, including some TV (Travel Channel, GMA, Today Show, etc.) and radio.

Engage in targeted pitches to core markets of Boston and New York.

Draft and distribute pitch letters after review by DTTD.

Review and distribute press releases drafted by DTTD.

Fact-check all pitches and releases to ensure accurate and up-to-date information is distributed to the media.

Provide follow up to media leads, including those on social media platforms.

3. Press Familiarization Tours

Coordinate 10-20 journalist FAM tours a year to New Hampshire. These can be individual or group tours.

4. Special Events

Host 1-3 special events each year in out-of-state markets.

3. Industry Relations

Participate in annual Governor's Conference on Tourism (typically held in April/May). Provide PR tips in the monthly PR Insider to the industry. Identify opportunities to leverage key messages.

4. Public Relations Support

Work with DTTD on developing opportunities to provide public relations and communications support around key initiatives. Work with DTTD's domestic and international partners.

Recommend strategy for on-going social media platforms, new platforms and social media campaigns – including, but not limited to, as appropriate, web-logs (blogs), travel sites and forums.

5. Strategic Counsel

Lou Hammond and Associates will be available to discuss strategic response to emergency/crisis situations directly pertaining to DTTD and on occasion other DRED agencies or partners.

6. Clipping Service

Provide a clipping service of NH articles from both consumer and trade publications report. Appropriate metrics will be included to measure the value of articles to DTTD.

7. Reports

Provide DTTD with a monthly report detailing the account's activity by the 5th day of the following month.

Recommend methods to track coverage and measure results of PR efforts and submit to DTTD monthly identifying those stories that were generated by Lou Hammond and Associates, including media circulation and media value to be used for the DTTD *PR Insider* e-newsletter.

Submit the above information to DRED for the monthly *Partner's Report*.

Provide an annual end-of-year report that evaluates and measures the previous year's marketing efforts.

**EXHIBIT B
PAYMENT TERMS**

Lou Hammond and Associates will invoice DTTD monthly based on 12 equal retainer amounts for agency fees. Special projects and clipping services will be billed on the monthly invoice in progress. Total amounts for each category will not exceed amounts specified below unless by written agreement. Total expenses for all services shall not exceed the total contract award for each fiscal year of \$150,000.

| | |
|---|---------------|
| Professional fees | \$108,000 |
| <u>Special projects & clipping fees</u> | <u>42,000</u> |
| Total | \$150,000 |

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

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

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 Lou Hammond & Associates, Inc. a(n) New York corporation, is authorized to transact business in New Hampshire and qualified on May 3, 2012. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of May, A.D. 2014

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

William M. Gardner
Secretary of State



LOU HAMMOND & ASSOCIATES

A PUBLIC RELATIONS AGENCY SINCE 1984

CORPORATE RESOLUTION

For

LOU HAMMOND & ASSOCIATES, INC.

CERTIFICATE OF AUTHORITY

I, Lou Rena Hammond, Chairman & Founder of Lou Hammond & Associates, Inc., a New York corporation (the "company"), do HEREBY certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on April 28, 2014, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout and that such resolution has not been modified, rescinded or revoked and is at present in full force and effect:

RESOLVED: That the President, Stephen Hammond, is empowered to execute and deliver in the name and on behalf of this Company a certain contract with the NH Department of Resources and Economic Development.

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

Lou Rena Hammond
Chairman/Founder



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/28/2014

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

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

| | | |
|---|---|--------|
| PRODUCER C. T. Lowndes - Mt. Pleasant Office 966 McCants Dr. Mt. Pleasant SC 29464 | CONTACT NAME: Jens Zander, CPCU, CIC | |
| | PHONE (A/C No. Ext): (843) 884-3159 FAX (A/C No): (843) 881-8891 E-MAIL ADDRESS: jzander@ctlowndes.com | |
| INSURED Lou Hammond & Associates Inc 145 King St Suite 411 Charleston SC 29401 | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: Ohio Security - Montgomery | 24082 |
| | INSURER B: Ohio Casualty | 24074 |
| | INSURER C: Continental Casualty - CNA | 20443 |
| | INSURER D: | |
| | INSURER E: | |

COVERAGES CERTIFICATE NUMBER: 1314 ALL 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 SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|--|---------------|-------------------------|-------------------------|--|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | BZS55609265 | 7/12/2013 | 7/12/2014 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS | <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | BAS55696220 | 7/12/2013 | 7/12/2014 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ | |
| | | | | | | | |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE | USO55609265 | 7/12/2013 | 7/12/2014 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 | |
| | DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | | | | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> Y | N/A | XWS55609265 | 7/12/2013 | 7/12/2014 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <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 |
| | | | | | | | |
| C | PROFESSIONAL LIABILITY RETENTION \$25,000 | | 596361873 | 8/28/2013 | 8/28/2015 | EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 | |
| | | | | | | | |

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

Those usual to the insured's operation.

Lou Hammond & Stephen Hammond are excluded from coverage under the workers' compensation policy.

| | |
|---|---|
| CERTIFICATE HOLDER catherine.goff@dred.nh.us State of New Hampshire Department of Resources and Economic Development, Division of Travel and Tourism Development Attn Catherine Goff 172 Pembroke Rd Concord, NH 03302-1856 | 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 Bill Silcox/JAZ <i>Willard A. Silcox III</i> |

purchasing web site and the visitnh.gov web site. A legal notice was placed in the Union Leader for a three day period. Seventeen agencies submitted formal written proposals in March 2012. A selection committee comprised of marketing professionals reviewed these proposals and scored them based on a pre-determined set of criteria. Five finalists were selected to give oral presentations and the winning contractor was selected from these. A list of the selection committee members and scoring is attached (RFP page 11).

The funding for this contract will allow us to proactively promote New Hampshire as a desirable destination in travel print media, in magazines and newspapers, over the Internet and through television, radio programs and social media. Research has shown that New York visitors tend to stay longer and spend more money while traveling. Our advertising budget doesn't allow for the type of presence we would like to have in the New York market so our present strategic plan is to supplement our New York presence with a strong public relations campaign. Lou Hammond had the strongest proposal on how best to bring New Hampshire to the forefront of the New York, Boston and beyond markets.

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

Respectfully submitted by,



Lori Harnois, Director
Division of Travel and Tourism Development

TMM

Concurred,



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

Scoring for the PR Proposals

| WRITTEN Proposal Scoring | TF | AB | LC | JK | KS | Total (500 possible) |
|--|------------------------------------|-----------|-----------|-----------|-----------|-----------------------------|
| On A Mission Media | 50 | 46 | 48 | 53 | 52 | 249 |
| Atomic PR | 83 | 60 | 60 | 54 | 71 | 328 |
| Sunshine Sachs | <i>*DQ for incomplete proposal</i> | | | | | 0 |
| Carolyn Isso Integrated Communications | 85 | 72 | 71 | 70 | 69 | 367 |
| Nancy J Friedman Public Relations | 85 | 72 | 75 | 70 | 75 | 377 |
| RF Binder | 90 | 89 | 90 | 85 | 90 | 444 |
| The Thomas Collective LLC | 85 | 62 | 54 | 54 | 66 | 321 |
| wedu | 85 | 63 | 67 | 71 | 73 | 359 |
| Regan Communications Group | 85 | 64 | 56 | 71 | 71 | 347 |
| Louis Karno and Company | 85 | 78 | 80 | 80 | 74 | 397 |
| MMGY Global | 85 | 55 | 65 | 55 | 71 | 331 |
| M Booth | 85 | 60 | 63 | 55 | 63 | 326 |
| emanate | 85 | 67 | 82 | 66 | 74 | 374 |
| Lou Hammond & Associates, Inc. | 95 | 95 | 94 | 95 | 94 | 473 |
| Redpoint Marketing PR Inc. | 94 | 91 | 91 | 92 | 92 | 460 |
| Imagine Global | 93 | 93 | 90 | 92 | 92 | 460 |
| Montagne Communications | 90 | 91 | 91 | 92 | 89 | 453 |

| ORAL Presentation Scoring | TF | AB | LC | JK | KS | Total (100 possible) |
|---|-----------|-----------|-----------|-----------|-----------|-----------------------------|
| RF Binder | 15 | 14 | 16 | 12 | 18 | 75 |
| Lou Hammond & Associates, Inc. | 19 | 20 | 18 | 18 | 18 | 93 |
| Redpoint Marketing PR Inc. | 18 | 18 | 17 | 14 | 16 | 83 |
| Imagine Global | 17 | 12 | 15 | 10 | 14 | 68 |
| Montagne Communications | 15 | 15 | 15 | 14 | 12 | 71 |

Committee Members

Tai Freligh, Communications Manager, Division of Travel and Tourism Development
 Amy Bassett, Assistant Director, Division of Travel and Tourism Development
 Lorna Colquhoun, Communications and Legislative Director, Division of Economic Development
 Jessica Kellogg, Director of Client Service, Rumbletree
 Karl Stone, Marketing Director, Ski New Hampshire



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

GEORGE M. BALD
Commissioner

FAX: 603-271-6870

TEL: 603-271-2665

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

DOMESTIC PUBLIC RELATIONS SERVICES REQUEST FOR PROPOSALS

Issue Date: **Friday, March 2, 2012**

Title: **Domestic Public Relations Services**

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

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

Proposal Deadline: **Thursday, March 22, 2012 at 2pm**
**Proposals will not be accepted at DRED after 2pm.*

ALL PROPOSALS MUST BE LABELED: "PROPOSAL – DOMESTIC PUBLIC RELATIONS SERVICES"

Any questions or clarification on the RFP should be directed to Tai Freligh via email by 3pm on **Friday, March 9, 2012**. Responses will be shared with bidders and also posted on www.visitnh.gov/rfp on **Thursday, March 15, 2012**.

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

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

by the Division of Travel and Tourism Development to secure an unfair advantage in providing other services outside this contract.

c. The Contractor may “subcontract” services. Proposals that include subcontracting services must include information identifying the subcontractor(s) and demonstrate the subcontractor(s)’ qualifications to perform the services, and a letter from the proposed subcontractor(s) stating their intent to subcontract on this project. The prime contractor will be responsible for all services provided by, and obligations of its subcontractor(s). All communications, departmental direction, invoices and payments will be processed through the prime contractor. All data generated as a result of this contract is the exclusive property of DTTD. Contractor is to provide DTTD with 90 days written notice of any proposed changes to sub-contractor.

3.2 Definitions

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

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

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

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

4. SCOPE OF SERVICES

The domestic public relations efforts will be combined with and support other elements of the marketing mix design to increase revenues from business and leisure travelers to New Hampshire. Overall success will be reflected in jobs retention and creation, profitability for tourism/related businesses and increased Meals & Rooms Tax revenue.

The contractor shall recommend, execute and follow up on press and public relations campaigns involving press releases, events and story ideas for the media. The contractor is also responsible for tracking coverage, pitching stories to travel media and responding to media inquiries. Specific details are as follows:

Contractor will review and distribute press releases drafted by DTTD.

Fact-check all pitches and releases to ensure accurate and up-to-date information is distributed to the media.

Provide follow up to media leads, including those on social media platforms.

4.4 Industry Relations

Participate in annual Governor's Conference on Tourism (typically held in April/May)

Engage the tourism industry as Public Relations Partners

- Identifying opportunities to leverage key messages
- Participate in workshops to enhance PR skills within the industry at the Governor's Conference.
- Provide PR tips in the monthly PR Insider to the industry.

4.5 Public Relations Support

Work with DTTD on developing opportunities to provide public relations and communications support around key initiatives (such as tourism branding, Governor's Conference on Tourism, etc.).

Work with DTTD's domestic and international partners.

Recommend strategy for on-going social media platforms, new platforms and social media campaigns – including, but not limited to, as appropriate, web-logs (blogs), travel sites and forums.

4.6 Strategic Counsel

Contractor will make themselves available to discuss strategic response to emergency/crisis situations directly pertaining to DTTD and sometimes other DRED agencies or partners.

4.7 Clipping Service

Provide a clipping service of NH articles from both consumer and trade publications report. Each article and broadcast will be analyzed to determine the US dollar value of editorial based on the cost if the article or broadcast was purchased as advertising print space, or radio or TV air time (i.e. no mark up). Circulation details should be included as well.

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

c. The proposal shall include all pricing information relative to performing the scope of services described in this RFP. No payment can be made on a cost-plus-a-percentage basis (net only). Monthly invoices are to be submitted by the 15th of the following month, itemized as defined by the State. State payment terms are net 30.

d. Proposals should be as thorough and detailed as possible so that DTTD may properly evaluate Offeror capabilities to provide the required services. The State of New Hampshire will not be responsible for expenses incurred in preparing this proposal and such costs associated with it should not be included.

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

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

g. Proposals shall be signed by an authorized representative of the Offeror.

h. Proposals must include the Contractor Data Sheet (Exhibit A).

i. Proposals must also include the Financial Terms Worksheet (Exhibit B).

7. EVALUATION AND AWARD CRITERIA

7.1 General Information:

a. All proposals will be evaluated for responsiveness to the RFP by a Selection Committee made up of representatives of DRED and the tourism industry.

b. The State of New Hampshire reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether or not a proposal is selected.

- 8.1 Ownership of Subsequent Products: Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP is to be the sole property of the State of New Hampshire unless stated otherwise in the contract.
- 8.2 Conformance With Statutes: Any contract awarded as a result of this RFP must be in full conformance with statutory requirements of the State of New Hampshire.
- 8.3 Amending or Canceling: The State reserves the right to amend or cancel this RFP, prior to the due date if it is in the best interest of the State, or to correct inaccuracies resulting from clerical errors.
- 8.4 Rejection for Misrepresentation: The State reserves the right to reject the proposal of any vendor for misrepresentation.
- 8.5 Conflict of Interest: DTTD reserves the right to request additional information from any Offeror on potential conflicts of interest and to limit or prohibit the participation of any Offeror due to conflict of interest as may be determined by the sole discretion of DTTD.
- 8.6 Contract Format: The successful Contractor will be required to become an approved vendor through the online application (<https://admin.state.nh.us/purchasing/vendorregistration>) and sign or provide the following documentation:
- a. Service Contract Form – Form P-37 (Exhibit C).
 - b. Certificate of Authority/Vote. This document is required to certify that the individual who signs the contract has been legally authorized to do so on behalf of their organization. DTTD can provide a template for your specific business type (corporation, partnership, sole proprietor or Limited Liability Corporation) upon request.
 - c. Certificate of Good Standing. This document is required for all contracts exceeding thirty (30) days. They are issued by the New Hampshire Secretary of State's office certifying that the corporation, partnership, or trade name has been registered to do business in New Hampshire. Certificates of Good Standing shall be current and are renewable annually by April 1st.
 - d. General liability insurance against all claims of bodily injury, death, or property damage in amounts not less than US\$250,000 per claim and US\$2,000,000 per incident, and fire and extended coverage insurance covering all DTTD property in amounts of not less than 80% of the whole replacement value of the property.

Exhibit D

PROPOSAL SCORE SHEET

FOR DRED USE ONLY: Company _____
 Reviewer _____
 Date _____

| | Max Points | Score |
|--|------------|-------|
| <p><u>1. Overall Strategy</u> Proposal reflects a creative approach to stated goals and objectives in <i>Section 4 – Scope of Services</i>; strategies and tactics to be utilized to meet objectives; rationale and research and plan for New York market.</p> | 45 | () |
| <p><u>2. Cost of Services</u> The proposal shall include all pricing information relative to performing the scope of services described in this RFP.</p> | 10 | () |
| <p><u>3. Experience/Qualifications</u> Personnel/subcontractor experience; ability to absorb project into current workflow; demonstrated ability to secure press coverage of New Hampshire; ability to work with DTTD and its partners; knowledge of the New England traveler and New Hampshire tourism assets.</p> | 30 | () |
| <p><u>4. References</u></p> | 15 | () |
| TOTAL (MAXIMUM 100) | | _____ |
| <p><u>5. Oral Presentation</u> Offerors may be required to make creative presentations, if requested.</p> | 20 | () |
| GRAND TOTAL (MAXIMUM 120) | | _____ |

Scoring for the PR Proposals

| WRITTEN Proposal Scoring | TF | AB | LC | JK | KS | Total (500 possible) |
|--|------------------------------------|-----------|-----------|-----------|-----------|-----------------------------|
| On A Mission Media | 50 | 46 | 48 | 53 | 52 | 249 |
| Atomic PR | 83 | 60 | 60 | 54 | 71 | 328 |
| Sunshine Sachs | <i>*DQ for incomplete proposal</i> | | | | | 0 |
| Carolyn Isso Integrated Communications | 85 | 72 | 71 | 70 | 69 | 367 |
| Nancy J Friedman Public Relations | 85 | 72 | 75 | 70 | 75 | 377 |
| RF Binder | 90 | 89 | 90 | 85 | 90 | 444 |
| The Thomas Collective LLC | 85 | 62 | 54 | 54 | 66 | 321 |
| wedu | 85 | 63 | 67 | 71 | 73 | 359 |
| Regan Communications Group | 85 | 64 | 56 | 71 | 71 | 347 |
| Louis Karno and Company | 85 | 78 | 80 | 80 | 74 | 397 |
| MMGY Global | 85 | 55 | 65 | 55 | 71 | 331 |
| M Booth | 85 | 60 | 63 | 55 | 63 | 326 |
| emanate | 85 | 67 | 82 | 66 | 74 | 374 |
| Lou Hammond & Associates, Inc. | 95 | 95 | 94 | 95 | 94 | 473 |
| Redpoint Marketing PR Inc. | 94 | 91 | 91 | 92 | 92 | 460 |
| Imagine Global | 93 | 93 | 90 | 92 | 92 | 460 |
| Montagne Communications | 90 | 91 | 91 | 92 | 89 | 453 |

| ORAL Presentation Scoring | TF | AB | LC | JK | KS | Total (100 possible) |
|---|-----------|-----------|-----------|-----------|-----------|-----------------------------|
| RF Binder | 15 | 14 | 16 | 12 | 18 | 75 |
| Lou Hammond & Associates, Inc. | 19 | 20 | 18 | 18 | 18 | 93 |
| Redpoint Marketing PR Inc. | 18 | 18 | 17 | 14 | 16 | 83 |
| Imagine Global | 17 | 12 | 15 | 10 | 14 | 68 |
| Montagne Communications | 15 | 15 | 15 | 14 | 12 | 71 |

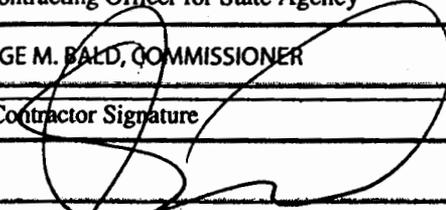
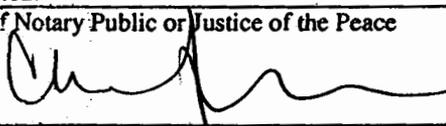
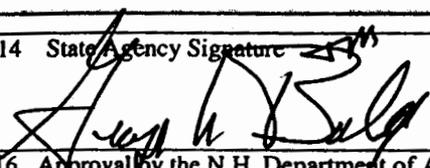
Committee Members

Tai Freligh, Communications Manager, Division of Travel and Tourism Development
 Amy Bassett, Assistant Director, Division of Travel and Tourism Development
 Lorna Colquhoun, Communications and Legislative Director, Division of Economic Development
 Jessica Kellogg, Director of Client Service, Rumbletree
 Karl Stone, Marketing Director, Ski New Hampshire

Subject: DOMESTIC PUBLIC RELATIONS FORM NUMBER P-37 (version 1/09)

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

1. IDENTIFICATION.

| | | | |
|---|---|---|--|
| 1.1 State Agency Name <u>DEPT OF RESOURCES AND ECONOMIC DEVELOPMENT</u> | | 1.2 State Agency Address <u>PO BOX 1856, CONCORD NH 03302-1856</u> | |
| 1.3 Contractor Name <u>LOU HAMMOND AND ASSOCIATES, INC.</u> | | 1.4 Contractor Address <u>39 EAST 51 STREET, NEW YORK, NEW YORK 10022</u> | |
| 1.5 Contractor Phone Number <u>212-308-8880</u> | 1.6 Account Number <u>03-35-35-352010-5874-069</u> | 1.7 Completion Date <u>June 30, 2014</u> | 1.8 Price Limitation <u>\$300,000</u> |
| 1.9 Contracting Officer for State Agency <u>GEORGE M. BALD, COMMISSIONER</u> | | 1.10 State Agency Telephone Number <u>603-271-2665</u> | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory <u>STEPHEN HAMMOND Pres</u> | |
| 1.13 Acknowledgement: State of <u>New York</u> County of <u>New York</u> On <u>5/18/12</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] | | CHRISTINA JEANNETTI NO. 01JE8177276 NOTARY PUBLIC, STATE OF NEW YORK QUALIFIED IN NEW YORK COUNTY COMMISSION EXPIRES 11/13/2015 | |
| 1.13.2 Name and Title of Notary or Justice of the Peace <u></u> | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory <u>GEORGE M. BALD, COMMISSIONER</u> | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>N/A</u> Director, On: | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>6/3/2012</u> | | | |
| 1.18 Approval by the Governor and Executive Council By: On: | | | |

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

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

Contractor Initials

Date


5/10/12

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials

Date

[Handwritten Signature]
5/18/12

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.

Contractor Initials

Date


5/18/12

EXHIBIT A SCOPE OF SERVICES

Lou Hammond and Associates shall recommend, execute and follow up on press and public relations campaigns involving press releases, events and story ideas for the media. Lou Hammond and Associates is also responsible for tracking coverage, pitching stories to travel media and responding to media inquiries. Specific details are as follows:

1. Strategic Public Relations Planning

After conducting a public relations audit of DTTD's current PR activities, Lou Hammond and Associates, in collaboration with DTTD and its partners, will develop and execute a strategic public relations plan that will be an integral part of the overall tourism marketing plan, targeted at the leisure, group and business traveler markets.

At year end, conduct a review of DTTD key marketing messages and evaluate effectiveness of the strategic public relations plan in terms of the quality of media coverage of these key messages. Strategic plan adjusted accordingly to meet these needs.

2. Media Relations

Develop editorial calendar for media pitches based on DTTD's Advertising Agency marketing and media buy plan.

Conduct targeted pitching to national media for short and long-lead publication deadlines, including some TV (Travel Channel, GMA, Today Show, etc.) and radio.

Engage in targeted pitches to core markets of Boston and New York.

Draft and distribute pitch letters after review by DTTD.

Review and distribute press releases drafted by DTTD.

Fact-check all pitches and releases to ensure accurate and up-to-date information is distributed to the media.

Provide follow up to media leads, including those on social media platforms.

3. Press Familiarization Tours

Coordinate 10-20 journalist FAM tours a year to New Hampshire. These can be individual or group tours.

4. Special Events

Host 1-3 special events each year in out-of-state markets.

3. Industry Relations

Participate in annual Governor's Conference on Tourism (typically held in April/May). Provide PR tips in the monthly PR Insider to the industry. Identify opportunities to leverage key messages.

4. Public Relations Support

Work with DTTD on developing opportunities to provide public relations and communications support around key initiatives. Work with DTTD's domestic and international partners.

Recommend strategy for on-going social media platforms, new platforms and social media campaigns – including, but not limited to, as appropriate, web-logs (blogs), travel sites and forums.

5. Strategic Counsel

Lou Hammond and Associates will be available to discuss strategic response to emergency/crisis situations directly pertaining to DTTD and on occasion other DRED agencies or partners.

6. Clipping Service

Provide a clipping service of NH articles from both consumer and trade publications report. Appropriate metrics will be included to measure the value of articles to DTTD.

7. Reports

Provide DTTD with a monthly report detailing the account's activity by the 5th day of the following month.

Recommend methods to track coverage and measure results of PR efforts and submit to DTTD monthly identifying those stories that were generated by Lou Hammond and Associates, including media circulation and media value to be used for the DTTD *PR Insider* e-newsletter.

Submit the above information to DRED for the monthly *Partner's Report*.

Provide an annual end-of-year report that evaluates and measures the previous year's marketing efforts.

**EXHIBIT B
PAYMENT TERMS**

Lou Hammond and Associates will invoice DTTD monthly based on 12 equal retainer amounts for agency fees. Special projects and clipping services will be billed on the monthly invoice in progress. Total amounts for each category will not exceed amounts specified below unless by written agreement. Total expenses for all services shall not exceed the total contract award for each fiscal year of \$150,000.

| | |
|---|---------------|
| Professional fees | \$108,000 |
| <u>Special projects & clipping fees</u> | <u>42,000</u> |
| Total | \$150,000 |

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

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

Itemized monthly invoices are to be submitted by the 15th of the following month. State payment terms are net 30.

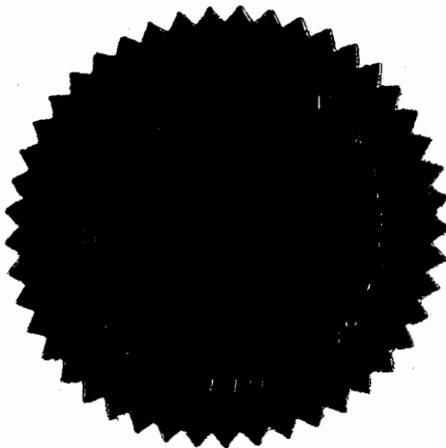
**EXHIBIT C
SPECIAL PROVISIONS**

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 Lou Hammond & Associates, Inc., a(n) New York corporation, is authorized to transact business in New Hampshire and qualified on May 3, 2012. I further certify that all fees required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of May, A.D. 2012

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

William M. Gardner
Secretary of State



LOU HAMMOND & ASSOCIATES

NEW YORK · PALM BEACH · CHARLESTON

CORPORATE RESOLUTION

For

LOU HAMMOND & ASSOCIATES, INC.

CERTIFICATE OF AUTHORITY

I, Lou Rena Hammond, Chairman & Founder of Lou Hammond & Associates, Inc., a New York corporation (the "company"), Do HEREBY certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on May 18, 2012, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout and that such resolution has not been modified, rescinded or revoked and is at present in full force and effect:

RESOLVED: That the President, Stephen Hammond, is empowered to execute and deliver in the name and on behalf of this Company a certain contract with the NH Department of Resources and Economic Development.

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

 5/18/12

**CHRSTINA JEANNETTI
NO. 01JE6177276**

**NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES 11/13/2015**



**Lou Rena Hammond
Chairman/Founder**



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SF
 DATE (MM/DD/YYYY)
 04/24/12

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 Bollinger, Inc. 100 Wall Street New York, NY 10005-3701 Stephen J. Gallagher | 212-797-9600 212-425-0719 | CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: LOUHA-1 | FAX (A/C, No): | | | | | | | | | | | | | | | | | | | | |
|--|---|---|--|-------------------------------|--|--------|-------------|-------------------------------|-----|-------------|-----------------------------|-------|-------------|--------------------------------|-------|-------------|--|--|-------------|--|--|-------------|--|
| | INSURED Lou Hammond & Associates, Inc. 39 East 51st Street New York, NY 10022 | | <table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td>Travelers Indemnity Co. of CT</td> <td>612</td> </tr> <tr> <td>INSURER B :</td> <td>Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER C :</td> <td>Travelers Cas & Sur Co of Amer</td> <td>31194</td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A : | Travelers Indemnity Co. of CT | 612 | INSURER B : | Travelers Indemnity Company | 25658 | INSURER C : | Travelers Cas & Sur Co of Amer | 31194 | INSURER D : | | | INSURER E : | | | INSURER F : | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # | | | | | | | | | | | | | | | | | | | | | |
| INSURER A : | Travelers Indemnity Co. of CT | 612 | | | | | | | | | | | | | | | | | | | | | |
| INSURER B : | Travelers Indemnity Company | 25658 | | | | | | | | | | | | | | | | | | | | | |
| INSURER C : | Travelers Cas & Sur Co of Amer | 31194 | | | | | | | | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL/SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|--------------------|-------------------|-------------------------|-------------------------|---|--------------|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | I680550W7768COF | 07/12/11 | 07/12/12 | 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 - COMPOP AGG | \$ 2,000,000 |
| | | | | | | | \$ |
| B | AUTOMOBILE LIABILITY <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 | | BA800Y996005 | 07/12/11 | 07/12/12 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | \$ |
| B | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$ 10000 | | ISFCUP550W7824IND | 07/12/11 | 07/12/12 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | AGGREGATE | \$ 1,000,000 |
| | | | | | | | \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | IACRUB650W3349 | 07/12/11 | 07/12/12 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS | OTHER |
| | | | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |

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

CERTIFICATE HOLDER

State of New Hampshire
 NH Department of Resources and
 Economic Development
 P. O. Box 1856
 Concord, NH 03302-1856

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



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SF
DATE (MM/DD/YYYY)
04/24/12

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 Bollinger, Inc. 100 Wall Street New York, NY 10005-3701 Stephen J. Gallagher | 212-797-9600 | CONTACT NAME: _____ PHONE (A/C, No. Ext): 212-425-0719 | FAX (A/C, No): _____ |
| | E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: LOUHA-1 | | |
| INSURED Lou Hammond & Associates, Inc. 39 East 51st Street New York, NY 10022 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A : Philadelphia Insurance Company | | 23850 |
| | INSURER B : | | |
| | INSURER C : | | |
| | INSURER D : | | |
| | INSURER E : | | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|-----------|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | EACH OCCURRENCE | \$ |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ |
| | | | | | | | MED EXP (Any one person) | \$ |
| | | | | | | | PERSONAL & ADV INJURY | \$ |
| | | | | | | | GENERAL AGGREGATE | \$ |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ |
| | | | | | | | | \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| | | | | | | | | \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$ | | | | | | EACH OCCURRENCE | \$ |
| | | | | | | | AGGREGATE | \$ |
| | | | | | | | | \$ |
| | | | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | \$ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ |
| A | Professional Liab | | | PHSD654887 | 08/28/11 | 08/28/12 | Limit | 1,000,000 |
| | | | | | | | Retention | 25,000 |

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

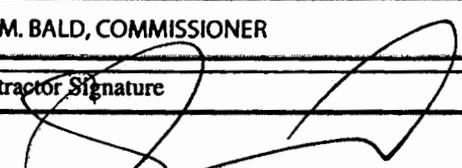
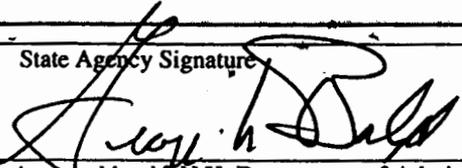
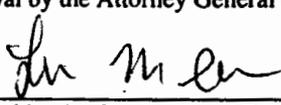
| | |
|--|--|
| CERTIFICATE HOLDER State of New Hampshire NH Department of Resources and Economic Development P. O. Box 1856 Concord, NH 03302-1856 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|--|

© 1988-2009 ACORD CORPORATION. All rights reserved.

Subject: DOMESTIC PUBLIC RELATIONS FORM NUMBER P-37 (version 1/09)

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

1. IDENTIFICATION.

| | | | |
|---|---|---|--|
| 1.1 State Agency Name <u>DEPT OF RESOURCES AND ECONOMIC DEVELOPMENT</u> | | 1.2 State Agency Address <u>PO BOX 1856, CONCORD NH 03302-1856</u> | |
| 1.3 Contractor Name <u>LOU HAMMOND AND ASSOCIATES, INC.</u> | | 1.4 Contractor Address <u>39 EAST 51 STREET, NEW YORK, NEW YORK 10022</u> | |
| 1.5 Contractor Phone Number <u>212-308-8880</u> | 1.6 Account Number <u>03-35-35-352010-5874-069</u> | 1.7 Completion Date <u>June 30, 2014</u> | 1.8 Price Limitation <u>\$300,000</u> |
| 1.9 Contracting Officer for State Agency <u>GEORGE M. BALD, COMMISSIONER</u> | | 1.10 State Agency Telephone Number <u>603-271-2665</u> | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory <u>STEVEN HAMMOND Pres.</u> | |
| 1.13 Acknowledgement: State of <u>New York</u> , County of <u>New York</u> On <u>5/15/12</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) | | CHRISTINA JEANNETTI NO. 01JE6177276 NOTARY PUBLIC, STATE OF NEW YORK QUALIFIED IN NEW YORK COUNTY COMMISSION EXPIRES 11/13/2015 | |
| 1.13.2 Name and Title of Notary or Justice of the Peace | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory <u>GEORGE M. BALD, COMMISSIONER</u> | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>n/a</u> Director, On: | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>6/3/2012</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 the expected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

Contractor Initials
Date 5/18/12

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials _____
Date 5/14/12

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.


5/18/12

EXHIBIT A SCOPE OF SERVICES

Lou Hammond and Associates shall recommend, execute and follow up on press and public relations campaigns involving press releases, events and story ideas for the media. Lou Hammond and Associates is also responsible for tracking coverage, pitching stories to travel media and responding to media inquiries. Specific details are as follows:

1. Strategic Public Relations Planning

After conducting a public relations audit of DTTD's current PR activities, Lou Hammond and Associates, in collaboration with DTTD and its partners, will develop and execute a strategic public relations plan that will be an integral part of the overall tourism marketing plan, targeted at the leisure, group and business traveler markets.

At year end, conduct a review of DTTD key marketing messages and evaluate effectiveness of the strategic public relations plan in terms of the quality of media coverage of these key messages. Strategic plan adjusted accordingly to meet these needs.

2. Media Relations

Develop editorial calendar for media pitches based on DTTD's Advertising Agency marketing and media buy plan.

Conduct targeted pitching to national media for short and long-lead publication deadlines, including some TV (Travel Channel, GMA, Today Show, etc.) and radio.

Engage in targeted pitches to core markets of Boston and New York.

Draft and distribute pitch letters after review by DTTD.

Review and distribute press releases drafted by DTTD.

Fact-check all pitches and releases to ensure accurate and up-to-date information is distributed to the media.

Provide follow up to media leads, including those on social media platforms.

3. Press Familiarization Tours

Coordinate 10-20 journalist FAM tours a year to New Hampshire. These can be individual or group tours.

4. Special Events

Host 1-3 special events each year in out-of-state markets.

3. Industry Relations

Participate in annual Governor's Conference on Tourism (typically held in April/May). Provide PR tips in the monthly PR Insider to the industry. Identify opportunities to leverage key messages.

4. Public Relations Support

Work with DTTD on developing opportunities to provide public relations and communications support around key initiatives. Work with DTTD's domestic and international partners.

Recommend strategy for on-going social media platforms, new platforms and social media campaigns – including, but not limited to, as appropriate, web-logs (blogs), travel sites and forums.

5. Strategic Counsel

Lou Hammond and Associates will be available to discuss strategic response to emergency/crisis situations directly pertaining to DTTD and on occasion other DRED agencies or partners.

6. Clipping Service

Provide a clipping service of NH articles from both consumer and trade publications report. Appropriate metrics will be included to measure the value of articles to DTTD.

7. Reports

Provide DTTD with a monthly report detailing the account's activity by the 5th day of the following month.

Recommend methods to track coverage and measure results of PR efforts and submit to DTTD monthly identifying those stories that were generated by Lou Hammond and Associates, including media circulation and media value to be used for the DTTD *PR Insider* e-newsletter.

Submit the above information to DRED for the monthly *Partner's Report*.

Provide an annual end-of-year report that evaluates and measures the previous year's marketing efforts.

**EXHIBIT B
PAYMENT TERMS**

Lou Hammond and Associates will invoice DTTD monthly based on 12 equal retainer amounts for agency fees. Special projects and clipping services will be billed on the monthly invoice in progress. Total amounts for each category will not exceed amounts specified below unless by written agreement. Total expenses for all services shall not exceed the total contract award for each fiscal year of \$150,000.

| | |
|---|---------------|
| Professional fees | \$108,000 |
| <u>Special projects & clipping fees</u> | <u>42,000</u> |
| Total | \$150,000 |

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

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

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

Jeffrey J. Rose
 Commissioner

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

November 25, 2013

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 (DRED), Division of Travel and Tourism (DTTD) to enter into a **SOLE SOURCE** contract amendment with Lou Hammond & Associates, (VC# 226733) of New York, New York by increasing the contract by \$55,000 from \$300,000 to \$355,000 to add public relations outreach efforts in Canada to our current agreement upon approval of the Governor and Executive Council through June 30, 2014. The original contract was approved by the Governor and Executive Council on June 20, 2012 (Item #161). 100% General Fund.

Funding is available in account titled, Division of Travel –Tourism, as follows:

| | |
|---|----------------|
| | <u>FY 2014</u> |
| 03-35-35-352010-58740000-069-500567 Promotional and Marketing Exp | \$55,000 |

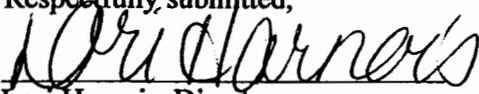
EXPLANATION

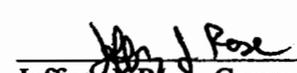
This amendment is to allow the contractor to extend services to Canada, acting as the communications point for the media to provide story leads, press kits, images, and film/video footage. The contractor will coordinate media related tradeshow and an annual media blitz. The contractor will provide scheduled communication, encourage leads, and provide a monthly report detailing activity.

We are requesting approval of this contract amendment as sole-source as Lou Hammond and Associates is the current public relations and marketing contractor for DTTD. The DTTD and DRED has an excellent relationship with Lou Hammond and Associates. Further Lou Hammond and Associate's experience with tourism has greatly benefited the State of New Hampshire and the mission of the Division of Travel and Tourism Development.

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

Respectfully submitted,


 Lori Harnois, Director
 Division of Travel and Tourism Development

Approved, ^{TMM}

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



CONTRACT AMENDMENT

This Contract Amendment (hereinafter called the Amendment) is dated this ____ day of 11/27/13, 2013, and is by and between the Department of Resources and Economic Development (DRED) and Lou Hammond & Associates, New York, New York (Contractor).

Whereas, pursuant to a Contract for domestic and international advertising, marketing, and promotional services approved by the State of New Hampshire Governor and Executive Council on June 20, 2012, Item #161, the Contractor agreed to the terms and conditions specified in the Contract commencing June 20, 2012 and through June 30, 2014, and in consideration of payment by DRED of certain sum as specified therein, and;

Whereas amendment of the current Contract is necessary to authorize the Contractor to provide public relations and marketing services in Canada for an additional fee of \$55,000;

NOW THEREFORE, in consideration of the foregoing and the covenants and conditions contained in the Contract as set forth herein, DRED and the Contractor hereby agree to amend the Contract as follows:

Exhibit A "Scope of Services" shall be amended to include additional services commencing upon Governor and Executive Council and through June 30, 2014 as follows:

- Contractor shall serve as a communications point for the media, responding to media inquiries to provide story leads, press kits, images, and film/video footage. Contractor will also coordinate media related tradeshows, including an annual media blitz.
- Contractor will have scheduled communication: monthly newsletters for media (promoting deals and seasonal content). When necessary, Contractor will provide translation services for selected press releases.
- Contractor will pitching to encourage hot leads to come to NH for assignments for FAM tours. Canadian consumer or trade journalists and professionals. Contractor will also be responsible for booking any travel arrangements to and from New Hampshire and any non-in-kind expenses incurred on familiarization tours. These additional expenses will be part of the special projects category in the budget of the awarded contract.
- Contractor will provide DTTD with a monthly report detailing the accounts activity. The report must include copies of press clippings, details of media and trade requests handled, earned media value in U.S dollars, a summary of Canadian economic factors affecting travel to NH, trade fulfillment activity, and special projects/meetings.
- All other text in the Scope of Services shall remain unchanged.

Exhibit B "Schedule of Payments" shall be amended by increasing the total contract amount by \$55,000 from \$300,000 to \$355,000 as follows:

- Professional fees will increase by \$36,000 to \$144,000 and Special projects & clipping fees increase by \$19,000 to \$61,000.
- Total contract not to exceed: \$355,000; and
- All other text in the Schedule of Payments shall remain unchanged.

EFFECTIVE DATE OF THE AMENDMENT: This Amendment shall be effective upon its approval by the Governor and Executive Council of the State of New Hampshire. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party.

CONTINUANCE OF CONTRACT: Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract and the obligations of the parties there under shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands:

Department of Resources and Economic Development

By Jeffrey Rose
Jeffrey Rose, Commissioner

Date 11/27/13

Lou Hammond & Associates, Inc.

By Stephen Hammond
Stephen Hammond, President

Date 10/8/17

Attorney General

As to Form, Substance and Execution

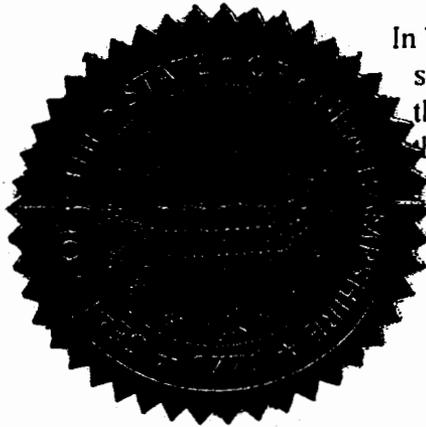
By Patrick J. Queenan
Patrick J. Queenan, Asst. Attorney General

Date 12/2/13

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 Lou Hammond & Associates, Inc. a(n) New York corporation, is authorized to transact business in New Hampshire and qualified on May 3, 2012. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 30th day of October, A.D. 2013

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

William M. Gardner
Secretary of State



LOU HAMMOND & ASSOCIATES

NEW YORK • CHARLESTON • SAN FRANCISCO • MIAMI

CORPORATE RESOLUTION

For

LOU HAMMOND & ASSOCIATES, INC.

CERTIFICATE OF AUTHORITY

I, Lou Rena Hammond, Chairman & Founder of Lou Hammond & Associates, Inc., a New York corporation (the "company"), do HEREBY certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on May 18, 2013, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout and that such resolution has not been modified, rescinded or revoked and is at present in full force and effect:

RESOLVED: That the President, Stephen Hammond, is empowered to execute and deliver in the name and on behalf of this Company a certain contract with the NH Department of Resources and Economic Development.

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



Lou Rena Hammond
Chairman/Founder



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/15/2013

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

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

| | | |
|--|--|-------------------------------------|
| PRODUCER C. T. Lowndes - Mt. Pleasant Office 966 McCants Dr. Mt. Pleasant SC 29464 | CONTACT NAME: Jens Zander, CPCU, CIC PHONE (A/C No. Ext): (843)884-3159 E-MAIL ADDRESS: jzander@ctlowndes.com | FAX (A/C No.): (843)881-8891 |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Lou Hammond & Associates Inc 145 King St Suite 411 Charleston SC 29401 | INSURER A: Ohio Security - Montgomery NAIC # 24082 | |
| | INSURER B: Ohio Casualty 24074 | |
| | INSURER C: Continental Casualty - CNA 20443 | |
| | INSURER D: | |
| | INSURER E: | |

COVERAGES **CERTIFICATE NUMBER:** 1314 ALL **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 SUBR INSR | WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|----------|--|--|-----|---------------|-------------------------|-------------------------------------|--|--|---|
| A | GENERAL LIABILITY | | | BZ855609265 | 7/12/2013 | 7/12/2014 | EACH OCCURRENCE \$ 1,000,000 | | |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 | | |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$ 15,000 | | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | GENERAL AGGREGATE \$ 2,000,000 | | | |
| | | | | | | PRODUCTS - COM/POP AGG \$ 2,000,000 | | | |
| | | | | | | \$ 2,000,000 | | | |
| A | AUTOMOBILE LIABILITY | | | BA855696220 | 7/12/2013 | 7/12/2014 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 | | |
| | <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS | <input checked="" type="checkbox"/> SCHEDULED AUTOS | | | | | | BODILY INJURY (Per person) \$ | |
| | <input checked="" type="checkbox"/> HIRED AUTOS | <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | | BODILY INJURY (Per accident) \$ | |
| | | | | | | | | PROPERTY DAMAGE (Per accident) \$ | |
| | | | | | | Uninsured motorist combined \$ | | | |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB | | | US055609265 | 7/12/2013 | 7/12/2014 | EACH OCCURRENCE \$ 1,000,000 | | |
| | <input type="checkbox"/> EXCESS LIAB | <input type="checkbox"/> OCCUR | | | | | | AGGREGATE \$ 1,000,000 | |
| | <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | <input type="checkbox"/> CLAIMS-MADE | | | | | | \$ | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | XWS55609265 | 7/12/2013 | 7/12/2014 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER | | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input checked="" type="checkbox"/> Y <input type="checkbox"/> N | N/A | | | | | E.L. EACH ACCIDENT \$ 1,000,000 | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 | |
| C | PROFESSIONAL LIABILITY | | | 596361873 | 8/28/2013 | 8/28/2015 | EACH OCCURRENCE \$1,000,000 | | |
| | RETENTION \$25,000 | | | | | | AGGREGATE \$1,000,000 | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Those usual to the insured's operation.
 Lou Hammond & Stephen Hammond are excluded from coverage under the workers' compensation policy.

| | |
|---|--|
| CERTIFICATE HOLDER catherine.goff@dred.nh.us State of New Hampshire Department of Resources and Economic Development, Division of Travel and Tourism Development Attn Catherine Goff 172 Pembroke Rd Concord, NH 03302-1856 | 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 Bill Silcox/JAZ <i>Willard A. Silcox III</i> |
|---|--|