

JCR
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May 13, 2021

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

REQUESTED ACTION

Authorize the Department of Business and Economic Affairs, Division of Travel and Tourism Development (DTTD) to enter into a contract with Lou Hammond and Associates, Inc. (VC #226733), of New York, New York, in the amount of \$400,000 for domestic public relations from July 1, 2021 through June 30, 2023 with the option to renew for one two-year period upon consent of both parties and approval by the Governor and Executive Council. 100% General Funds.

Funding for FY2022 and FY2023 is contingent upon availability and continued appropriation of funds, as follows, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

	<u>FY 2022</u>	<u>FY 2023</u>
03-22-22-221010-20190000		
Travel – Tourism Dev Fund		
069-500567 Promotional and Marketing Exp.	\$200,000	\$200,000

EXPLANATION

Public Relations is a key element in the Division of Travel and Tourism Development's (DTTD) strategic marketing plan in promoting New Hampshire as a year-round travel destination. In FY19, a strong public relations strategy aided DTTD in reaching approximately 500,000,000 print and online impressions with an estimated \$500,000 in earned media.

DTTD issued an extensive Request for Proposals (RFP) for domestic public relations on March 24, 2021. Notice was sent to fifty-three agencies and the RFP was posted on visitnh.gov and admin.state.nh.us. Subsequently, eleven vendors submitted formal written proposals on April 15, 2021.

A selection committee comprised of DTTD staff and a staff person from DTTD's agency of record (Schedule # 2) reviewed and scored the proposals (Schedule #1), inviting five agencies to present to the committee in-person on April 29, 2021. Each agency was asked to demonstrate creative and strategic thinking on augmenting DTTD's summer campaign. Lou Hammond & Associates (LH&A) was ultimately awarded the contract with DTTD. A composite score of both the written and the creative oral presentations is included as Schedule # 3.

Lou Hammond Group, based in New York City, has a strong background in tourism destination public relations with proven results with both national and regional media. LHG has an impressive client list including more than 20 domestic and international destinations, such as: New Jersey and Kentucky; Providence, RI; Nassau Paradise Island, Bahamas; Jamaica; Santa Fe, NM, Charleston, SC and Oberoi Hotels & Resorts, among others. Over the past four years, LHG has affectively raised the awareness of New Hampshire in key markets. Their efforts have resulted in media impressions of 1.8 trillion with an advertising value of \$6.3 million.

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

Respectfully submitted by,

Concurred,



Lori Harnois, Director
Division of Travel and Tourism Development

Taylor Caswell, Commissioner
Department of Business and Economic Affairs

Department of Business and Economic Affairs
 Division of Travel and Tourism Development
 Domestic Public Relations Selection 2021
 Written and Oral Proposal Scoring Criteria

PROPOSAL EVALUATION CRITERIA

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

Part A: Experience and Qualifications (30%)

OFFEROR'S EXPERIENCE IN SCOPE OF WORK (RFP Section 6.2.2):

1----2----3----4----5 x 2 = POINTS _____

PERSONNEL EXPERIENCE (RFP Section 5.2):

1----2----3----4----5 x 2 = POINTS _____

DESCRIPTION OF FINANCIAL STABILITY (RFP Section 5.4.1):

1----2----3----4----5 x 2 = POINTS _____

TOTAL POINTS FOR PART A = _____
 (Maximum 30 Points)

Part B: Strategy, Tactics, Budget (50%)

SCOPE OF WORK: APPROACH

1----2----3----4----5 x 4 = POINTS _____

CREATIVE ASSIGNMENT

1----2----3----4----5 x 4 = POINTS _____

ABILITY TO MEASURE/TRACK CAMPAIGN EFFECTIVENESS

1----2----3----4----5 x 2 = POINTS _____

TOTAL POINTS FOR PART B = _____
 (Maximum 50 Points)

Part C: Cost Proposal (20%)

1. AGENCY FEE STRUCTURE

1----2----3----4----5 x 2 = POINTS _____

TOTAL POINTS FOR PART C = _____
(Maximum 20 Points)

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

Presenters (highest scores on written proposals)

- Finn Partners – 301 East 57th Street, New York, NY 10117
- Lou Hammond & Associates – 900 Third Avenue, New York, NY 10022
- Bullfrog + Baum – 2585 Broadway, #129, New York, NY 10025
- MMGY NJF – 360 Lexington Ave., 10th Floor, New York, NY 10017

ORAL PRESENTATION EVALUATION CRITERIA

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

RATIONALE AND RESEARCH

1----2----3----4----5 x 3 = POINTS _____

CREATIVITY

1----2----3----4----5 x 5 = POINTS _____

PROPOSED MECHANISM TO MEASURE/TRACK EFFECTIVENESS

1----2----3----4----5 x 2 = POINTS _____

TOTAL COMBINED SCOPE (1-3) = _____
(Maximum Score = 50)

**Department of Resources and Economic Development
Division of Travel and Tourism Development
Domestic Public Relations Selection 2021
Proposal Review Committee**

Lori Harnois, Director
Division of Travel & Tourism Development
100 North Main Street, Suite 100, Concord, NH 03301
603-271-2665 Lori.J.Harnois@livefree.nh.gov

Amy Bassett, Deputy Director
Division of Travel and Tourism Development
100 North Main Street, Suite 100, Concord, NH 03301
603-271-2665 Amy.O.Bassett@livefree.nh.gov

Kris Neilsen, Communications Manager
Division of Travel and Tourism Development
100 North Main Street, Suite 100, Concord, NH 03301
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Sophia Cigliano, Group Account Director
GYK Antler
175 Canal Street, Manchester, NH 03101
603-625-5713 sophia@gykantler.com

Department of Resources and Economic Development
 Division of Travel and Tourism Development
 Domestic Public Relations Selection 2021
 Written Proposals and Oral Presentation Evaluation

SCHEDULE #3

	<u>Acqua</u>	<u>Belfort Group</u>	<u>Break the Ice</u>	<u>Bullfrog + Baum</u>	<u>Finn Partners</u>	<u>Havas Formula</u>	<u>LH Group</u>	<u>MMGY NJE</u>	<u>Quinn PR</u>	<u>Soloman McCown & Conne</u>	<u>Wayne's World</u>
Written Presentations											
Amy Bassett	62	54	64	84	94	78	94	86	70	42	38
Lori Harnios	62	38	62	80	80	64	92	80	66	64	64
Kris Nielsen	64	50	66	86	84	60	84	76	64	50	42
Sophia Cigliano	42	42	66	76	96	72	92	86	78	44	44
Written Totals	230	184	258	328	354	274	382	328	278	200	188
Oral Presentations											
Amy Bassett				34	43		48	45			
Lori Harnios				30	38		43	37			
Kris Nielsen				37	37		48	43			
Sophia Cigliano				34	43		48	50			
Oral Totals	0	0	0	135	161	0	187	175	0	0	0
TOTAL	230	184	258	461	515	274	569	503	278	200	188

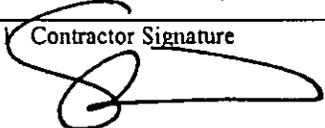
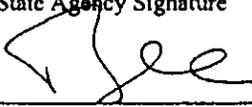
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Business and Economic Affairs		1.2 State Agency Address 100 North Main Street, Suite 100 Concord, NH 03301	
1.3 Contractor Name Lou Hammond & Associated, Inc. d/b/a Lou Hammond Group		1.4 Contractor Address 900 Third Ave New York, NY 10022	
1.5 Contractor Phone Number 212-891-0211	1.6 Account Number 10-022-20190000-69-500567	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$400,000
1.9 Contracting Officer for State Agency Taylor Caswell, Commissioner		1.10 State Agency Telephone Number 603-271-2665	
1.11 Contractor Signature  Date: 5/6/21		1.12 Name and Title of Contractor Signatory CEO STEPHEN HAMMOND	
1.13 State Agency Signature  Date: 5/13/2021		1.14 Name and Title of State Agency Signatory Taylor Caswell, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: /s/ Stacie M. Moeser On: May 18, 2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 5-6-21

2. 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 B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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


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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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials

Date

[Handwritten Signature]
5/6/01

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. **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.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials

Date

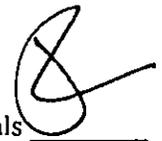

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EXHIBIT A SCOPE OF SERVICES

Lou Hammond & Associates, Inc. (LHA) will serve as the NH Department of Business and Economic Affairs, Division of Travel and Tourism Development's (DTTD) public relations representative in the U.S. market, increasing brand awareness among consumer audiences. LHA will develop and execute an innovative, brand-aligned PR program, targeting a variety of channels and complementing DTTD's advertising/marketing program. Specific details as follows:

1. Scope of Work

- 1.1 LHA will develop and execute a strategic public relations plan in collaboration with DTTD staff and key partners. The annual plan will include, but is not limited to, an editorial calendar, targeted outreach for short and long-lead pitch opportunities, earned media goals, key performance indicators/goals and budget.
- 1.2 LHA will maintain a targeted media/social influencer list and will audit on a regular basis.
- 1.3 LHA will develop, execute and maintain a proactive news bureau and media section of visitnh.gov to include releases/pitches, updated materials, fact sheets and story ideas.
- 1.4 LHA will provide strategic counsel to DTTD for emergency/crisis situations, reactive media requests and general press inquiries.
- 1.5 LHA will arrange and manage media appointments/meetings for DTTD staff in Boston, New York, Washington D.C. and other markets as appropriate.
- 1.6 LHA will conceptualize, execute and secure top-tier media for annual receptions in key markets, as well as coordinate and execute in-market consumer/publicity events.
- 1.7 LHA will provide strategic direction and execute New Hampshire-based press conferences.
- 1.8 LHA will develop and execute a visiting journalist program, securing a minimum of six individual press trips annually.
- 1.9 LHA will develop and execute a digital influencer strategy, in coordination with DTTD's Agency of Record. Similar to traditional media, LHA will engage and work with a large network of digital influencers by assisting them with press trips, inviting them to events and creating visually compelling content on New Hampshire's behalf.
- 1.10 LHA will provide a monthly report to include: achieved clips with earned media and impressions – statewide and categorized by region; stories pitched - who, what and current status; media interactions; and ongoing projects. Additional reports may include PR Insider, partners report and monthly budget summary. All monthly reports are due by the 5th of each month.
- 1.11 LHA will provide an annual end-of-the-year report highlighting results of the strategic public relations plan (1.1) and evaluating the effectiveness of the plan. The report is due by August 5.


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- 1.12 LHA will be responsible for updating DTTD's online dashboard with relevant data on a bi-weekly basis.
- 1.13 LHA will attend industry events as requested and agreed upon.
- 1.14 LHA will attend and potentially present at NH's Governor's Conference on Travel and Tourism; potentially attend other DTTD or regional event(s); and quarterly partner meetings.
- 1.15 LHA will secure at least one national promotional partnership.
- 1.16 LHA will manage award submissions on New Hampshire's behalf.

2. Billing and Terms

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

3. Right to Cancel

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

4. Approval

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

5. Ownership

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


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6. Staffing and Project Management

- 6.1 LHA agrees to have the appropriate principals directly responsible for the management of all projects undertaken by it on behalf of DTTD. A principal of the organization will also assume responsibility for providing daily oversight to the account service and will be present for all DTTD/LHA meetings unless otherwise agreed to by both parties.
- 6.2 LHA agrees that it will maintain adequate staffing to provide DTTD with responsive and timely service.
- 6.3 LHA will give guidance and support to other DTTD contractors to ensure maximum synergy and results. This includes, but is not limited to, agency of record, website developer, guidebook publisher, and researcher.
- 6.4 LHA agrees to provide members of its staff who work with DTTD training and development opportunities, included but not limited to informal research time and attendance at seminars, workshops or lectures related to travel and tourism. DTTD will be invoiced for attendance at training and development opportunities requiring overnight or long-distance travel which are attended by LHA staff at DTTD's request.
- 6.5 LHA may subcontract services. Proposals that include subcontracting services must include information identifying the subcontractor(s) and demonstrate the subcontractor(s)' qualifications to perform the services, and a letter from the proposed subcontractor(s) stating their intent to subcontract on the project. The prime contractor will be responsible for all services provided by, and obligations of its subcontractor(s). All communications, departmental director, invoices and payments will be processed through the prime contractor. All data generated as a result of this contract is the exclusive property of DTTD.
- 6.6 LHA is not authorized to represent the State's position to the public or media and must be authorized to provide information by DTTD.

7. Delivery

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

8. Examination of Records

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



Handwritten signature and date: 5/6/21

**EXHIBIT B
PAYMENT TERMS**

Lou Hammond & Associates, Inc. will invoice DTTD monthly based on twelve equal retainer amounts of \$12,600 for agency fees. Press trips, special projects and out of pocket expenses will be billed on the monthly invoice in progress. Total amounts for each category will not exceed amounts specified below unless by written agreement. Total expenses for all services shall not exceed the total contract award for each fiscal year of \$200,000.

Professional fees	\$151,200
Visiting Journalists/Press Trips	\$ 10,800
Events/Receptions	\$ 23,000
Travel	\$ 8,000
Desksides	\$ 3,000
Out of Pockets	\$ 4,000
<hr/> Total	<hr/> \$200,000

Lou Hammond & Associates, Inc. will provide a written estimate of work for client approval in advance of beginning work on press trips and special projects. The estimates will detail the nature of the work and the associated costs. Lou Hammond & Associates, Inc. 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, they 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.

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

**EXHIBIT C
SPECIAL PROVISIONS**

There are no special provisions included with this contract


5/6/21

State of New Hampshire

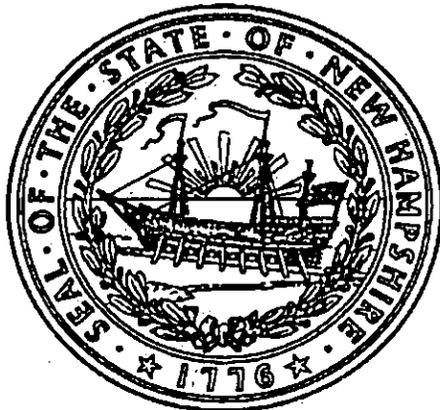
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LOU HAMMOND & ASSOCIATES, INC. is a New York Profit Corporation registered to transact business in New Hampshire on May 03, 2012. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 670217

Certificate Number: 0005364210



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of May A.D. 2021.

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

William M. Gardner
Secretary of State



address: 900 Third Avenue | New York, NY 10022
phone: 212.308.8880 web: louhammond.com

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 3, 2021, 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 CEO, 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 Business and Economic Affairs.

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

Lou Rena Hammond
Chairman/Founder

5/3/21



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/07/2021

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 have ADDITIONAL INSURED provisions or 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: Karen Ferrara, CISR	
	PHONE (A/C, No, Ext): (843) 884-3159	FAX (A/C, No): (843) 881-8891
	E-MAIL ADDRESS: kferrara@ctlowndes.com	
	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:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2021 GL, UMB, E&O 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			BZS55609265	07/12/2020	07/12/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			BZS55609265	07/12/2020	07/12/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO55609265	07/12/2020	07/12/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		No Coverage Provided			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Errors & Omissions			596361873	08/28/2019	08/28/2021	\$2,000,000

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

Those usual to the Insureds operation.

CERTIFICATE HOLDER

Department of Business and Economic Affairs
100 North Main St, Ste 100
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Willard A. Lilcox III

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/28/2020

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 endorsements(s).

PRODUCER Keystone Risk Partners LLC 604 East Baltimore Pike Media PA, 19063	CONTACT NAME:	
	PHONE (A/C, No, Ext): 888-473-6398	FAX (A/C, No):
INSURED Extensis IV, Inc. L/C/F LOU HAMMOND & ASSOCIATES INC (LOU HAMMOND & ASSOCIATES INC) 900 US HWY 9 North, Suite 203 Woodbridge, NJ 07095	E-MAIL ADDRESS: Risk@ExtensisGroup.com	
	INSURERS AFFORDING COVERAGE	
	INSURER A: Indemnity Insurance Company of North America - CHUBB	NAIC# 43575
	INSURER B: American Guarantee & Liability - Zurich	26247
	INSURER C:	
	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 NAME 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	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY 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			Not Applicable			EACH OCCURRENCE	\$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			Not Applicable			COMBINED SINGLE LIMIT (Ea accident)	\$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS MADE X DED X RETENTION \$ 10,000			UMB 5499247-07	09/30/2020	09/30/2021	EACH OCCURRENCE	\$ 10,000,000.00
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	C68696057	09/30/2020	09/30/2021	X WC STATUTORY LIMITS OTH-ER	\$ 1,000,000.00
							E.L. EACH ACCIDENT	\$ 1,000,000.00
							E.L. DISEASE-EA EMPLOYEE	\$ 1,000,000.00
							E.L. DISEASE-POLICY LIMIT	\$ 1,000,000.00

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

CERTIFICATE HOLDER 206266 Department of Business and Economic Affairs 100 North Main Street, Suite 100 Concord NH, 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jay Peichel
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