



April 11, 2023

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

REQUESTED ACTION

Authorize the Department of Business and Economic Affairs (BEA), Division of Travel and Tourism Development to amend an existing contract by exercising a two-year contract renewal option with Reach Global Marketing LTD. (VC #273389), (PO #1081564) of Toronto, Ontario, Canada for Canadian public relations and trade services, by increasing the price limitation by \$400,000 from \$400,000 to \$800,000 and extending the contract end date from June 30, 2023 to June 30, 2025, effective upon Governor and Executive Council approval. The original contract was approved by Governor and Executive Council on June 2, 2021, Item #86. **100% General Funds**

Funding for FY 2024 and FY 2025 is anticipated to be available in the following account upon the continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified:

	<u>FY24</u>	<u>FY25</u>
03-22-22-221010-20190000 <u>Travel – Tourism Dev Fund</u> 069-500567 Promotional Marketing Exp.	\$200,000	\$200,000

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council

April 11, 2023

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EXPLANATION

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

Reach will continue to serve as DTTD's Canadian public relations, travel trade and paid media representative. Reach is an Ontario based global travel representation company with over ten years' experience in building and executing strategies to increase visitation for their clients.

Reach's team of employees works collaboratively across the following services:

- Sales and Marketing
- Public Relations
- Channel Management

In the last year alone, Reach was able to garner close to 20 million impressions with an earned media value of just under \$1 million. With feature articles in major publications like Toronto Star, LaPresse, LeDevoir and National Post.

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

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

Respectfully submitted by,



Taylor Caswell
Commissioner

State of New Hampshire
Department of Business and Economic Affairs
Amendment #1 of P-37 Contract Agreement

This 1st Amendment to the Canadian Public Relations and Trade Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Business and Economic Affairs (hereinafter referred to as the "State" or "Department") and Reach Global Marketing LTD. (Vendor #273389) (hereinafter referred to as "the Contractor"), (370 King St. West, Box 39 Suite 452, Toronto, ON, Canada).

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on 06/2/2021 Item #86 the Contractor agreed to perform certain services based upon the terms and conditions specified in the contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Paragraph #4, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, and increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2025.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$800,000
3. All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect.

Contractors Initials

Date April 3, 2023

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Business and Economic Affairs

4/10/2023
Date

T Caswell
Name: Taylor Caswell
Title: Commissioner

(Authorized Signature)

April 3, 2023
Date

CSingh
Name: Charmaine Singh
Title: President & CEO

Acknowledgement of Contractor's signature:

Province Ontario, County of GTA on April 3, 2023, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Gianfranco Scipione
Signature of Notary Public or Justice of the Peace

Gianfranco Scipione - LSO*58733A
Name and Title of Notary or Justice of the Peace

My Commission Expires Never - LSO*58733A



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

April 12, 2023
Date


Name: Mark W. Dell'Orfano
Title: Attorney - NH DOJ

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

Date

Name:
Title:

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 745529

Certificate Number: 0006189169



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 31st day of March A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular outline.

David M. Scanlan
Secretary of State



State of New Hampshire

Department of State

2023 ANNUAL REPORT

Filed
Date Filed: 1/6/2023
Effective Date: 1/6/2023
Business ID: 745529
David M. Scanlan
Secretary of State

BUSINESS NAME: REACH GLOBAL MARKETING LTD.
BUSINESS TYPE: Foreign Profit Corporation
BUSINESS ID: 745529
STATE OF INCORPORATION: Canada

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
370 King St. W Suite 452 Toronto, Ontario, M5V1J, CAN	NONE

REGISTERED AGENT AND OFFICE
REGISTERED AGENT: REGISTERED AGENTS INC (658418)
REGISTERED AGENT OFFICE ADDRESS: 84 W BROADWAY, STE 200 DERRY, NH, 03038, USA

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
OTHER / Professional, Scientific, and Technical Services. Marketing Consulting Services.	

OFFICER / DIRECTOR INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
Charmaine Singh	370 King St. W Suite 452, Toronto, M5V1J, CAN	President
Karyn Sheffe	370 King Street West, Suite 452, Toronto, Ontario, M5V 1, CAN	Chief Financial Officer
State of organization does not require Directors		

<p>I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.</p> <p style="text-align: center;">Title: Chief Financial Officer</p> <p style="text-align: center;">Signature: Karyn Sheffe</p> <p style="text-align: center;">Name of Signer: Karyn Sheffe</p>



CORPORATE RESOLUTION

For

REACH GLOBAL MARKETING LTD.

CERTIFICATE OF AUTHORITY

I, Karyn Sheffe, Chief Financial Officer of Reach Global Marketing Ltd., a Canadian Corporation (the "Company"), do HEREBY certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on March 31, 2023, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout and that such resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

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

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

Yours very truly,

March 31, 2023

Karyn Sheffe, Chief Financial Officer

info@reachglobal.ca

T +1 416 341 0245

M +1 416 317 0838

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

reachglobal.ca

CERTIFICATE OF INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded.

Named Insured: REACH GLOBAL MARKETING LTD. 370 King St. W, Box 452, Ste 452 Toronto, ON M5V 1J9	Insurance Broker: Heart Lake Insurance Brokers Inc. 220 Advance Blvd., Suite 201 Brampton, ON L6T 4J5 Phone: (905) 840-0064 Fax: (905) 840-0061
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Description of Operations:	Official Marketing Agency of Canada
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This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy terms shown and are subject to all the terms, conditions, and exclusions of such policies

LIMITS SHOWN MAY BE REDUCED BY PAID CLAIMS

TYPE OF INSURANCE:

COMMERCIAL GENERAL LIABILITY: includes Primary and Non-Contributory clause

INSURER:	INTACT INSURANCE
POLICY NUMBER:	501285315
TERM:	August 18, 2022 to August 18, 2023
LIMIT(S):	\$5,000,000 inclusive per occurrence for Bodily Injury and Property Damage \$5,000,000 Products and Completed Operations Aggregate \$5,000,000 General Aggregate \$5,000,000 Employer's Liability – Volunteer Compensation \$25,000 Privacy Breach Expense Endorsement \$1,000,000 Tenants Legal Liability Media Liability –As per Form

NON-OWNED AUTOMOBILE:

INSURER:	INTACT INSURANCE
POLICY NUMBER:	501285315
TERM:	August 18, 2022 to August 18, 2023
LIMIT(S):	\$5,000,000 Third Party Liability

CERTIFICATE HOLDER(S):

Division of Travel and Tourism Development Department of Business and Economic Affairs State of New Hampshire	ADDITIONAL INSURED(S): It is hereby understood and agreed that Division of Travel and Tourism Development, Department of Business and Economic Affairs, State of New Hampshire are added to the above noted policy as Additional Insured but only with respect to the Commercial General Liability policy for vicarious liability arising out of the operations performed by the Named Insured.
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CANCELLATION:

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, it's brokers or representatives.

DATE: March 31, 2023	AUTHORIZED REPRESENTATIVE: Brandon Spilar 
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To whom it may concern,

Reach Global Marketing Ltd. ("RGML") carries comprehensive insurance for Commercial General Liability and Non-owned Automobile at Limits in excess of the minimum requirements. The State of New Hampshire has been named as an Additional Insured on the Policy. A copy of our Policy is attached to this letter.

RGML does not currently maintain workers compensation insurance since it is not required for our industry. The governing body that oversees workers compensation insurance in Ontario, Canada is called the Workplace Safety and Insurance Board ("WSIB").

This information can be viewed at the following link:

<https://www.wsib.ca/en/businesses/registration-and-coverage/do-you-need-register-us>

Our industry "Travel" is specifically named as one that does not have a requirement.

Best,

A handwritten signature in black ink, appearing to read "C. Singh".

Charmaine Singh
President & CEO

info@reachglobal.ca

T +1 416 341 0245

M +1 416 317 0838

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

reachglobal.ca



New Hampshire Department of
**BUSINESS AND
ECONOMIC AFFAIRS**

MAY 19 '21 PM 12:45 RCVD



66R
86

May 7, 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 Reach Global Marketing LTD. (VC #273389), of Toronto, Ontario, Canada, in the amount of \$400,000 for Canadian public relations and trade services effective upon Governor and Council approval 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

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

DTTD issued an extensive Request for Proposals (RFP) for Canadian Public Relations and Travel Trade Services on March 24, 2021. Notice was sent to twenty agencies and the RFP was posted on Visitnh.gov and Admin.state.nh.us. Nine vendors submitted formal written proposals on or before April 15, 2021.

A selection committee comprised of public marketing professionals (Schedule # 2) reviewed and scored the proposals (Schedule #1), inviting four agencies to present in-person on April 28, 2021. Each agency was asked to demonstrate creative and strategic thinking on augmenting DTTD's summer campaign. Reach Global Marketing LTD. (Reach) was awarded the contract with DTTD. A composite score of both the written and creative oral presentations is included as Schedule # 3.

100 North Main Street, Suite 100
Concord, New Hampshire 03301

603.271.2341

visitnh.gov nheconomy.com choosenh.com

Reach will serve as DTTD's Canadian public relations, travel trade and paid media representative. Reach is an Ontario based global travel representation company with over nine years' experience in building and executing strategies to increase visitation for their clients. Reach's team of employees works collaboratively across the following services:

- Sales and Marketing
- Public Relations
- Channel Management

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

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
Canadian Public Relations and Travel Trade Services 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 three highest scoring companies were invited to give oral presentations.

Presenters (highest scores on written proposals)

- Reach Global Marketing LTD. – 370 King Street West, Suite 452, Toronto, Ontario M5V 1J9
- KLINT + Associates inc. – 5160 Explorer Drive Suite 32, Toronto, Ontario, L4W 4T7
- Development Counsellors International – 215 Park Ave South, Suite 1403, New York, NY 10003
- Canuckiwi – 1/5 Hastings Road, Auckland, New Zealand 0630

ORAL PRESENTATION EVALUATION CRITERIA

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

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

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 Business and Economic Affairs
Division of Travel and Tourism Development
Canadian Public Service and Travel Trade Services Selection 2021
Proposal Review Committee**

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

Amy Bassett, Deputy Director
Division of Travel & 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
603-271-2665 Kris.M.Neilsen@livefree.nh.gov

Estlin Loparto, Trade & Industry Relations Manager
Division of Travel and Tourism Development
100 North Main Street, Suite 100, Concord, NH 03301
603-271-2665 Estlin.E.Loparto@livefree.nh.gov

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

SCHEDULE #3

	<u>Franklin's</u>	<u>CanuckWld.</u>		<u>Edery & Lond.</u>				<u>Yox</u>	<u>Wayne's</u>
Written Presentations	<u>Ica</u>	<u>Ltd</u>	<u>DCI</u>	<u>Comm</u>	<u>Jeason +Co</u>	<u>Kel</u>	<u>Reach</u>	<u>International</u>	<u>World</u>
Amy Bassett	66	86	82	60	56	90	92	76	38
Lori Harnlos	62	90	86	64	80	86	92	74	64
Kris Nielsen	70	76	80	68	60	88	94	68	50
Estlin Loparto	60	94	72	66	78	82	96	74	64
Written Totals	258	346	320	258	274	348	374	292	216
Oral Presentations									
Amy Bassett		40	33			35	48		
Lori Harnlos		37	30			30	42		
Kris Nielsen		35	30			37	45		
Estlin Loparto		40	33			41	48		
Oral Totals	0	152	126	0	0	143	183	0	0
TOTAL	258	498	446	258	274	489	557	292	216

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

I. 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 Reach Global Marketing LTD		1.4 Contractor Address 370 King Street West, Box 39 Suite 452 Toronto, ON M5V 1J9	
1.5 Contractor Phone Number 1-416-341-0245	1.6 Account Number 10-022-20190000-69-300567	1.7 Completion Date June 30, 2021	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: May 11, 2021		1.12 Name and Title of Contractor Signatory Charmaine Singh President & CEO	
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, Do: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: /s/ Stacie M. Moeser Do: May 18, 2021			
1.17 Approval by the Governor and Executive Council: (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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 1.2 ("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 1.17 ("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 on 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 S.M. RSA 90:7 through RSA 90:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, no excess shall be used 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 federal, state, county or municipal regulations and orders of federal, state, county or municipal agencies 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.

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, or

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 (or 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.

10.1 PRESERVATION.

10.1.1 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, formulas, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analytics, 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 omissions of the

Contractor, or subcontractor, 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 of 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 insurances 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 less than (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.

[Handwritten Signature]
Date *[Handwritten Date]*

EXHIBIT A SCOPE OF SERVICES

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

1. PUBLIC RELATIONS

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

2 TRAVEL TRADE

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


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

3 TRADESHOWS & EVENTS

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

4 ADVERTISING

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

5 REPORTING

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



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

6 BILLING AND TERMS

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

7 RIGHT TO CANCEL

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

8 APPROVAL

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

9 OWNERSHIP

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

10 STAFFING AND PROJECT MANAGEMENT

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



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

11 DELIVERY

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

12 EXAMINATION OF RECORDS

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



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**EXHIBIT B
PAYMENT TERMS**

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

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

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

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

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

**EXHIBIT C
SPECIAL PROVISIONS**

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

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 745529

Certificate Number: 0005362323



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. 2021.

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

William M. Gardner
Secretary of State



CORPORATE RESOLUTION

For

REACH GLOBAL MARKETING LTD.

CERTIFICATE OF AUTHORITY

I, Karyn Sheffe, Chief Financial Officer of Reach Global Marketing Ltd., a Canadian Corporation (the "Company"), do HEREBY certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on May 4, 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 Owner and President, Charmaine Singh, is empowered to execute and deliver in the name and on behalf of this Company a certain contract with the New Hampshire Department of Business and Economic Affairs.

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

Yours very truly,

Karyn Sheffe, Chief Financial Officer

May 4, 2021



Info@reachglobal.ca

T +1 416 341 0245

M +1 416 317 0838

370 King St. West,

Box 39, Suite 452

Toronto ON M5V 1J9

reachglobal.ca

CERTIFICATE OF INSURANCE	
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded.	
Named Insured:	Insurance Broker:
REACH GLOBAL MARKETING LTD. 370 King St. W, Box 452, Ste 452 Toronto, ON M5V 1J9	Heart Lake Insurance Brokers Inc. 220 Advance Blvd., Suite 201 Brampton, ON L6T 4J5 Phone: (905) 840-0064 Fax: (905) 840-0061
Description of Operations:	Official Marketing Agency of Canada
This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy terms shown and are subject to all the terms, conditions, and exclusions of such policies	
LIMITS SHOWN MAY BE REDUCED BY PAID CLAIMS	
TYPE OF INSURANCE:	
COMMERCIAL GENERAL LIABILITY:	
INSURER:	INTACT INSURANCE
POLICY NUMBER:	501285315
TERM:	August 18, 2020 to August 18, 2021
LIMIT(S):	\$5,000,000 inclusive per occurrence for Bodily Injury and Property Damage \$5,000,000 Products and Completed Operations Aggregate \$5,000,000 General Aggregate
NON-OWNED AUTOMOBILE:	
INSURER:	INTACT INSURANCE
POLICY NUMBER:	501285315
TERM:	August 18, 2020 to August 18, 2021
LIMIT(S):	\$5,000,000 Third Party Liability
CERTIFICATE HOLDER(S):	ADDITIONAL INSURED:
Division of Travel and Tourism Development Department of Business and Economic Affairs State of New Hampshire 172 Pembroke Road, Concord, NH 03301	It is hereby understood and agreed that Division of Travel and Tourism Development, Department of Business and Economic Affairs State of New Hampshire, 172 Pembroke Road, Concord are added to the above noted policy as Additional Insured but only with respect to the Commercial General Liability policy for vicarious liability arising out of the operations performed by the Named Insured.
CANCELLATION:	
Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its brokers or representatives.	
DATE: May 7, 2021	AUTHORIZED REPRESENTATIVE: Michelle Lonski 

reach

May 4, 2021

To whom it may concern,

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

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

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

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

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

http://www.wsib.on.ca/WSIBPortal/faces/WSIBArticle.jspx?_af5UID=834502100635000723&_afLoop=785077186788435&_afWindowMode=0&_afWindowId=null#%40%3F_afWindowId%3Dnull%26_afLoop%3D785077186788435%26_afWindowMode%3D0%26fGUID%3D835502100635000723%26_adf.ctrl-state%3Dev113qvw6%4B

Yours very truly,



Charmaine Singh, President

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