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New Hampshire Department of
BUSINESS AND
ECONOMIC AFFAIRS

April 25, 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 Strategic Marketing & Research Insights, LLC. (VC #274267), (PO#1081565) of Indianapolis, Indiana, for Research services, by increasing the price limitation by $500,000 from $500,000 to $1,000,000 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 #87. **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:

03-22-22-221010-20130000	FY2024	FY2025
Division of Travel - Tourism		
069-500567 Promotional Marketing Exp.	$250,000.00	$250,000.00

EXPLANATION

The Division of Travel and Tourism Development's (DTTD) mission is to develop and promote New Hampshire, domestically and internationally, as a preferred travel destination to increase visitation and expenditures, business activity, and employment throughout the state. To assist in reaching its mission, DTTD requires a research program to validate advertising effectiveness, return on investment and provide key expert research insight to the state's tourism industry.

Strategic Marketing & Research Insights, LLC (SMARInsights) is a leader in travel and tourism research and focused on optimizing the effectiveness of destination marketing. They are

100 N. Main Street, Suite 100
Concord, New Hampshire 03301
603.271.2341
visitnh.gov nheconomy.com choosenh.com

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

SMARInsights current client list includes the states of Arizona, California, Colorado, Texas, Indiana, Utah, Tennessee, South Carolina, Wyoming, Minnesota, Missouri, Georgia and New Mexico as well Mammoth Lakes, Greater Palm Springs, the Los Angeles Tourism and Convention Board, Visit Dallas, North Lake Tahoe, Visit San Antonia, and Greater Miami Convention & Visitors Bureau.

SMARInsights has been DTTD's research firm for the past six years providing consistent research for benchmarking and comparing trends.

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 Research 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 Strategic Marketing & Research Insights, LLC. (Vendor #274267) (hereinafter referred to 'as "the Contractor"), (135 North Pennsylvania St, Suite 1330, Indianapolis, IN).

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 2, 2021, Item #87 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:
   $1,000,000
3. All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect.

Contractors Initials DMS
Date 4/25/23

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

4/26/2023
Date

Name: Taylor Caswell
Title: Commissioner

(Authorized Signature)

4/25/23
Date

Name: David Seiferth
Title: President

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

OFFICE OF THE ATTORNEY GENERAL

05/01/2023
Date

Name: Mark W. Dell'Orfano, Attorney
Title:

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 STRATEGIC MARKETING & RESEARCH INSIGHTS LLC is a Indiana Limited Liability Company registered to transact business in New Hampshire on June 17, 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: **746328**
Certificate Number: **0006215048**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of April A.D. 2023.

David M. Scanlan
Secretary of State

SMARInsights

Certificate of Authority

FOR

STRATEGIC MARKETING & RESEARCH INSIGHTS LLC

I, David M. Seiferth, hereby certify that I am the sole member of Strategic Marketing & Research Insights, LLC, a limited liability company under RSA 301-C.

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

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the limited liability company.

Date: 4/25/23

Attest: _____

(Name and Title) David M. Seiferth, President

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/25/2023

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

Knight Insurance Agency
PO Box 3727
Carmel IN 46082

CONTACT NAME: James Knight
PHONE (A/C, No, Ext): (317) 763-5183 FAX (A/C, No): (317) 576-9390
E-MAIL ADDRESS: james@jamesknightinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ERIE INS EXCH	26271
INSURER B : ERIE INS CO OF NY	16233
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

STRATEGIC MARKETING &
RESEARCH INSIGHTS, LLC
135 N PENNSYLVANIA ST STE 1330
INDIANAPOLIS IN 46204-2488

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	Q97-1743889	01/01/2023	01/01/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			Q25-0175746	01/01/2023	01/01/2024	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		Q85-5105160	01/01/2023	01/01/2024	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

Division of Travel and Tourism Development Department of Business and Economic Affairs State of New
100 North Main Street
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

James Knight

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BEA New Hampshire Department of BUSINESS AND ECONOMIC AFFAIRS

May 7, 2021

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, Division of Travel and Tourism Development to enter into a contract with Strategic Marketing & Research Insights, LLC, Indianapolis, Indiana (Vendor Code #274267) in the amount of $500,000.00 for research services effective upon Governor and Executive 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:

	FY2022	FY2023
03-22-22-221010-20130000 Division of Travel-Tourism Revolving Fund 069-500567 Promotional and Marketing Exp.	$250,000	$250,000

EXPLANATION

The Division of Travel and Tourism Development's (DTTD) mission is to develop and promote New Hampshire, domestically and internationally, as a preferred travel destination to increase visitation and expenditures, business activity, and employment throughout the state. To assist in reaching its mission, DTTD requires a research program to validate advertising effectiveness, return on investment and provide key expert research insight to the state's tourism industry.

DTTD issued an extensive Request for Proposals (RFP) for research services on March 24, 2021. Notice was sent to twelve agencies and the RFP was posted on Visitnh.gov and Admin.state.nh.us. Four vendors submitted formal written proposals on or before 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 two vendors to attend in-person interviews on April 27, 2021. Each vendor was received questions regarding performance reports, to the ability to inform strategic marketing decisions, and consumer awareness studies.

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Concord, New Hampshire 03301
603.271.2341
visitnh.gov nheconomy.com choosenh.com

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

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

SMARInsights current client list includes the states of Arizona, California, Colorado, Texas, Indiana, Utah, Tennessee, South Carolina, Wyoming, Minnesota, Missouri, Georgia and New Mexico as well Mammoth Lakes, Greater Palm Springs, the Los Angeles Tourism and Convention Board, Visit Dallas, North Lake Tahoe, Visit San Antonia, and Greater Miami Convention & Visitors Bureau.

SMARInsights has been DTTD's research firm for the past four years providing consistent research for benchmarking and comparing trends.

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

Submitted by,

Lori Harnois

Lori Harnois, Director
Division of Travel and Tourism Development

Approved by,

Taylor Caswell, Commissioner
Department of Business and Economic Affairs

SCHEDULE #1

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

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

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

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

- Strategic Marketing & Research Insights, LLC – 135 N. Pennsylvania St, Suite 1330, Indianapolis, IN 46204
- Destination Analysts – 1304 Lombard St. #8, San Francisco, CA 94109

IN-PERSON INTERVEIW EVALUATION CRITERIA

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

The following criteria were used for scoring the in-person interview for a total of 50 points maximum.

	Max. Points
1. Quality of proposed strategies and work samples	10
2. Measurement and ROI tracking mechanism	10
3. Staff expertise and professionalism	10
4. Performance record/testimonials	10
5. Cost effectiveness	10
TOTAL POINTS	**50**

Schedule #2

Department of Business and Economic Affairs
Division of Travel and Tourism Development
Research 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 Neilson, Communications Manager
Division of Travel & Tourism Development
100 North Main Street, Suite 100, Concord, NH 03301
603-271-2665 Kris.M.Neilsen@livefree.nh.gov

Mike Giovinelli, Strategic Planning Director
GYK Antler
175 Canal Street, Manchester, NH 03101
603-625-5713 mikeg@gykantler.com

Department of Resources and Economic Development **SCHEDULE #3**

Division of Travel and Tourism Development

Research Selection 2021

Written Proposals Evaluation

	Travel Marketing Insites	SMARI	Destination Analysts	Down & St. Germain
Amy Bassett	56	96	83	68
Lori Harnois	70	96	95	73
Kris Neilsen	61	93	85	68
Mike Giovinelli	56	93	86	68
Written Totals	**243**	**378**	**349**	**277**

Oral Presentations

Amy Bassett		45	42	
Lori Harnois		45	41	
Kris Neilsen		43	41	
Mike Giovinelli		47	45	
Oral Totals	**0**	**180**	**169**	**0**

TOTAL	**243**	**558**	**518**	**277**

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 Strategic Marketing & Research Insights, LLC		1.4 Contractor Address 135 North Pennsylvania Street, Suite 1330 Indianapolis, IN 46204	
1.5 Contractor Phone Number 317-574-7760	1.6 Account Number 10-022-20130000-69-500567	1.7 Completion Date June 30, 2023	1.8 Price Limitation $500,000
1.9 Contracting Officer for State Agency Taylor Caswell, Commissioner		1.10 State Agency Telephone Number 603-271-2665	
1.11 Contractor Signature Date: 4-28-2021		1.12 Name and Title of Contractor Signatory David M Seiferth, President	
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 4/28/21

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 DMS
Date 4/28/21

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 DMS

Date 4/26/21

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 DMS
Date 4/28/21

EXHIBIT A
SCOPE OF SERVICES

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

1. **Scope of Work**
   - 1.1 SMARInsights will provide seasonal/annual travel reports with specific element will need to be structured by travel region and additional geographic analyses may be requested. Reports will include, but not limited to:
     - Rooms and Meals Sales
     - Tax Revenue
     - Visitation
     - Visitor Spending
     - Travel Sector Employment
     - Airline Passengers/Vehicle Rentals
     - Gas Prices
     - Exchange Rates
   - 1.2 SMARInsights will provide monthly lodging reports (by travel region) including, but not limited to:
     - Occupancy percentage
     - ADR
     - RevPAR
   - 1.3 SMARInsights will provide monthly reports outlining domestic and international travel trends/news.
   - 1.4 SMARInsights will provide annual market share reports.
   - 1.5 SMARInsights will provide Bi-annual perception study.
   - 1.6 SMARInsights will provide seasonal advertising effectiveness and Return on Investment reports
   - 1.7 SMARInsights will provide annual Return on Investment report
   - 1.8 SMARInsights will provide forecasting to include:
     - Seasonal forecasts
     - Annual report illustrating actuals/projections over a ten-year period of time that includes visitation, spending, projected trip growth by source market
     - Annual report communicating macro forecast assumptions (U.S. and Global Economies)
   - 1.9 SMARInsights will develop Annual Domestic Travel Profiles to include but not limited to:
     - States of origin
     - Household income

DAS
4/22/2021

- Household size
- Presence of children
- Age
- Education
- Purpose of trip
- Mode of transportation
- Regions visited
- Expenditures
- Accommodations
- Trip activities
- Trip planning sources
- Booking sources

1.10 SMARInsights will conduct qualitative research for new markets, may include focus groups

1.11 SMARInsights will provide research advice and support for special projects

1.12 SMARInsights will be responsible for updating DTTD's online dashboard with relevant data.

1.13 SMARInsights will attend industry events as requested and agreed upon.

1.14 SMARInsights will participate in New Hampshire-based conferences and events

2. Billing and Terms

2.1 Professional fees will be billed at the beginning of each month. Costs associated with special or optional projects and out of pocket expenses will be billed by the 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 SMARInsights or its outside vendors at any time. SMARInsights will take necessary steps to implement changes requested by DTTD. In turn, DTTD agrees to pay any fees incurred for work in progress or materials purchased, or for other liabilities incurred as a result of the required changes or cancellations.

4. Approval

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

4/28/2021

5. **Ownership**

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

6. **Staffing and Project Management**

6.1 SMARInsights agrees to have the appropriate principals directly responsible for the management of all projects undertaken by it on behalf of DTTD. A principal of the organization will also assume responsibility for providing daily oversight to the account service and will be present for all DTTD/ SMARInsights meetings unless otherwise agreed to by both parties.

6.2 SMARInsights agrees that it will maintain adequate staffing to provide DTTD with responsive and timely service.

6.3 SMARInsights will give guidance and support to other DTTD contractors to ensure maximum synergy and results. This includes, but is not limited to, agency of record, website developer, guidebook publisher, and public relations.

6.4 SMARInsights agrees to provide members of its staff who work with DTTD training and development opportunities, included but not limited to informal research time and attendance at seminars, workshops or lectures related to travel and tourism. DTTD will be invoiced for attendance at training and development opportunities requiring overnight or long-distance travel which are attended by SMARInsights staff at DTTD's request.

6.5 SMARInsights may subcontract services. Proposals that include subcontracting services must include information identifying the subcontractor(s) and demonstrate the subcontractor(s)' qualifications to perform the services, and a letter from the proposed subcontractor(s) stating their intent to subcontract on the project. The prime contractor will be responsible for all services provided by, and obligations of its subcontractor(s). All communications, departmental director, invoices and payments will be processed through the prime contractor. All data generated as a result of this contract is the exclusive property of DTTD.

6.6 SMARInsights is not authorized to represent the State's position to the public or media and must be authorized to provide information by DTTD.

7. **Delivery**

7.1 If for any reason, SMARInsights fails to make a delivery date, SMARInsights will be assessed Liquidated Damages of $1,000.00 per week, or portion thereof, until the production, revision or delivery date is met. The SMARInsights foresees an event beyond its reasonable and normal contract and properly notifies DTTD of such

4/28/2021

event – in writing – DTTD may allow the contract to exceed a production, revision or delivery date with no Liquidated Damages assessed.

8. Examination of Records

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

4/28/2021

EXHIBIT B
PAYMENT TERMS

SMARInsights will invoice DTTD for professional fees at the beginning of each month. Costs associated with special or optional projects and out of pocket expenses will be billed by the 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. Total amounts for each category specified below can be adjusted by written agreement between the two parties. Total expenses for all services shall not exceed the total contract award for each fiscal year of $250,000.

Professional fees	$213,000
Optional/Special Projects	$ 32,000
Out of Pockets	$ 5,000
Total	$250,000

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

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

4/24/2021

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that STRATEGIC MARKETING & RESEARCH INSIGHTS LLC is a Indiana Limited Liability Company registered to transact business in New Hampshire on June 17, 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: **746328**
Certificate Number: **0005358976**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire.
this 28th day of April A.D. 2021.

William M. Gardner
Secretary of State

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

Certificate of Authority

FOR

STRATEGIC MARKETING & RESEARCH INSIGHTS LLC

I, David M. Seiferth, hereby certify that I am the sole member of Strategic Marketing & Research Insights, LLC, a limited liability company under RSA 301-C.

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

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the limited liability company.

Date: 4/27/2021

Attest: _____
(Name and Title) David M. Seiferth, President

State of Indiana

County of _____

This instrument was signed or acknowledged before me on _____
by _____ (Date)
(Name above)

_____
Notary Signature

Seal/Stamp

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/28/2021

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

Knight Insurance Agency
PO Box 3727
Carmel IN 46082

CONTACT NAME: James Knight
PHONE (A/C, No, Ext): 3177635183 FAX (A/C, No): 3175769390
E-MAIL ADDRESS: james@jamesknightinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ERIE INS EXCH	26271
INSURER B: ERIE INS CO OF NY	16233
INSURER C: HISCOX INS CO INC	10200
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

STRATEGIC MARKETING &
RESEARCH INSIGHTS, LLC
135 N PENNSYLVANIA ST STE 1330
INDIANAPOLIS IN 46204-2488

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			Q97-1743889	01/01/2021	01/01/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			Q25-0175746	01/01/2021	01/01/2022	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		Q85-5105160	01/01/2021	01/01/2022	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Errors and Omissions			UDC-2136536-EO21	01/01/2021	01/01/2022	Occurrence	2,000,000
							General Aggregate	2,000,000

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

CERTIFICATE HOLDER

Division of Travel and Tourism Development Department of Business and Economic Affairs State of New

100 North Main Street 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

James Knight

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