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May 31, 2023

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 to enter into a contract with Turner Public Relations (VC #452173), of Denver, CO, in the amount of \$400,000 for domestic public relations for the period beginning July 1, 2023 through June 30, 2025, effective upon Governor and Executive Council approval with the option to renew for one additional two-year period upon consent of both parties and subject to Governor and Executive Council Approval. **100% General Funds.**

Funding for FY 2024 and FY 2025 is anticipated to be available in the following accounts 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>FY 2024</u>	<u>FY 2025</u>
03-22-22-221010-20190000		
<u>Travel – Tourism Dev Fund</u>		
069-500567 Promotional and Marketing Exp.	\$200,000	\$200,000

**EXPLANATION**

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

DTTD issued an extensive Request for Proposals (RFP) for domestic public relations on March 22, 2023. Notice was sent to sixty agencies and the RFP was posted on visitnh.gov and admin.state.nh.us. Subsequently, ten vendors submitted formal written proposals on April 12, 2023.

A selection committee comprised of DTTD staff (Schedule # 2) reviewed and scored the proposals (Schedule #1), inviting five agencies to present to the committee virtually on April 27, 2023. Each agency was asked to demonstrate creative and strategic thinking on augmenting DTTD’s summer campaign. Turner Public Relations (Turner) was ultimately awarded the contract with DTTD. A composite score of both the written and the creative oral presentations is included as Schedule # 3.

Turner, based in Denver, Colorado, has a strong background in tourism destination public relations with proven results with both national and regional media. Turner has an impressive client list including more than 15 domestic and international destinations, such as: Nebraska, South Carolina, Tennessee, Indiana and Wisconsin; Houston, Texas and Albuquerque, New Mexico; Visit Australia and Toronto; hotels/resorts and a variety of lifestyle brands, among others. With over 25 years' experience, Turner will elevate New Hampshire's media and influencer relations, while creating unique opportunities to differentiate New Hampshire from our New England state competitors.

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

Respectfully submitted by,

A handwritten signature in blue ink, appearing to read 'T. Caswell', with a stylized initial 'T'.

Taylor Caswell  
Commissioner

Department of Business and Economic Affairs  
 Division of Travel and Tourism Development  
 Domestic Public Relations Services RFP  
 Written Proposal Scoring Criteria

Schedule #1

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

	Max. Points	Score
<b>1. EXPERIENCE AND QUALIFICATIONS OF KEY STAFF &amp; SUBCONTRACTORS</b> Our evaluation will include an assessment of the history of your company, your company and its key staff members' experience as it relates to the requirements within this RFP, evidence of past performance, quality and relevance of past work, references, and related items. RFP Section 5.	30	
<b>2. OVERALL STRATEGY AND APPROACH, METHODOLOGY</b> Our evaluation will include an assessment of the overall approach – strategy and tactics that will address the items of the Scope of Work in RFP Section 3.	40	
<b>3. CREATIVITY/INNOVATION</b> Our evaluation will include an assessment of the quality of proposed strategies and creativity/innovation of the approach.	15	
<b>4. BUDGET APPROACH / COST EFFECTIVENESS</b> Effective and efficient delivery of quality content and services is demonstrated in relation to the fee and value of overall project. The budget is reasonable and appropriate. Approach to fee structure is balanced and structured to maximize investment.	15	
<b>TOTAL POINTS</b>	<b>100</b>	

Department of Business and Economic Affairs  
Division of Travel and Tourism Development  
Domestic Public Relations Services RFP  
Proposal Review Committee

Lori Harnois, Director

Division of Travel & Tourism Development  
100 North Main Street, Suite 100, Concord, NH 03301  
603-271-2665 [Lori.J.Harnois@livefree.nh.gov](mailto:Lori.J.Harnois@livefree.nh.gov)

Lori Harnois has more than 20 years of experience in the field of marketing, promotions and operations. Her primary role as the Director is to promote NH as a domestic and international travel destination in order to increase visitation, travel expenditures, business activity and employment throughout the state. Her background and experience provide her with the knowledge to develop strategies that drive marketing New Hampshire's assets.

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](mailto:Amy.O.Bassett@livefree.nh.gov)

Amy Bassett is the Deputy Director of the New Hampshire Division of Travel and Tourism. Bassett is an experienced senior management executive with more than two decades of experience in utilizing research to create, manage, and execute marketing and public relations campaigns and events at the state level. The experience that she has gained, enables her to think strategically and utilizes data and resources to market New Hampshire as a year-round destination.

Kris Neilsen, Communications Manager

Division of Travel & Tourism Development  
100 North Main Street, Suite 100, Concord, NH 03301  
603-271-2665 [Kris.M.Nelisen@livefree.nh.gov](mailto:Kris.M.Nelisen@livefree.nh.gov)

Kris Neilsen is the Communications and Social Media Manager for the New Hampshire Division of Travel and Tourism. In this role she oversees VisitNH's social media as well as the domestic and Canadian Public Relations efforts. She has more than fifteen years of experience providing communication direction within New Hampshire State Government. She also has extensive experience in the broadcast industry.

Department of Business and Economic Affairs  
 Domestic Public Relations Services RFP  
 Written Proposals Evaluation

SCHEDULE #3

Written Presentations	Drive	Lewis	Lou Hammond	Matter	MMGY	Paradise	TimeZoneOne	Turner	Violet PR	Wayne's World Media
Lori Harnois	65	68	80	50	85	70	75	92	60	48
Amy Bassett	72	65	92	67	83	57	59	96	73	53
Kris Neilsen	45	48	90	67	83	71	59	91	62	40
<b>Written Totals</b>	<b>182</b>	<b>181</b>	<b>262</b>	<b>184</b>	<b>251</b>	<b>198</b>	<b>193</b>	<b>279</b>	<b>195</b>	<b>141</b>
<b>Bid Amount "Agency Fee"</b>	<b>\$7,200</b>	<b>\$16,500</b>	<b>\$13,000</b>	<b>\$12,000</b>	<b>\$12,000</b>	<b>\$10,500</b>	<b>\$150/hr*</b>	<b>\$11,000</b>	<b>\$13,000</b>	<b>\$15,000</b>

\*no other  
 budget details

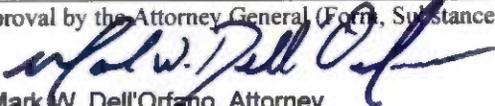
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name State of New Hampshire Department of Business and Economic Affairs		1.2 State Agency Address 100 North Main Street, Suite 100 Concord, NH 03301	
1.3 Contractor Name Turner Public Relations, Inc.		1.4 Contractor Address 1614 15th Street Denver, CO 80202	
1.5 Contractor Phone Number 303-333-1402	1.6 Account Unit and Class 10-022-20190000- 500567	1.7 Completion Date 6/30/2025	1.8 Price Limitation \$400,000
1.9 Contracting Officer for State Agency Taylor Caswell, Commissioner		1.10 State Agency Telephone Number 603-271-2665	
1.11 Contractor Signature  Date: 5/24/2023		1.12 Name and Title of Contractor Signatory Christine Turner, President	
1.13 State Agency Signature  Date: 5/31/2023		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 <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By:  On: 05/31/2023 Mark W. Dell'Orfano, Attorney			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> 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 1.3 ("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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

## **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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

## **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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

## **10. PROPERTY OWNERSHIP/DISCLOSURE.**

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

#### **19. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**20. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

**22. 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.

**23. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

**25. 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.

**26. 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.

**EXHIBIT A  
SPECIAL PROVISIONS**

There are no special provisions included with this contract.

**EXHIBIT B  
SCOPE OF SERVICES**

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

**1. Scope of Work**

- 1.1 Turner will create, implement and manage a 12-month regional and national media relations outreach strategy and hosting program that supports New Hampshire's campaigns and initiatives that results in trackable media coverage. This plan will:
  - 1.1.1 Generate positive exposure for New Hampshire through consumer and industry mediums with direct tiebacks to ROI and qualitative measurement results.
  - 1.1.2 Include a robust and creative activation or program to support a seasonal and/or a niche consumer advertising campaign initiative.
- 1.2 Turner will plan and execute media receptions for DTTD staff in key markets, including but not limited to New York City and one additional market. Turner will coordinate, and possibly participate in, key market media tours and in-market desk-side briefing appointments at least twice a year.
- 1.3 Turner will create a recommended media target lists for print, online and broadcast that aligns with New Hampshire's brand, quality, and strategic objectives.
- 1.4 Turner will facilitate visiting journalist program, securing a minimum of six individual press trips annually.
- 1.5 Turner will assist in creating media outreach strategies to garner coverage around New Hampshire programming and/or matters impacting or related to New Hampshire's tourism industry.
- 1.6 Turner will work in tandem with DTTD's Agency of Record to develop and execute a digital influencer strategy.
- 1.7 Turner will hold bi-monthly team meetings, quarterly editorial brainstorm meetings, providing notes from meetings and tracking of follow ups.
- 1.8 Turner will attend and potentially present at New Hampshire Tourism Summit; potentially attend other DTTD or regional event(s); and quarterly partner meetings.
- 1.9 Turner will provide strategic direction and support the execution of New Hampshire-based press conferences.

Initial CET  
Date 5-24-23

- 1.10 Turner will provide a monthly report to include: achieved clips with earned media and impressions – statewide and categorized by region; stories pitched - who, what and current status; media interactions; and ongoing projects. Additional reports may include PR Insider, partners report and monthly budget summary. All monthly reports are due by the 5<sup>th</sup> of each month.
  - 1.10.1 Turner will provide links and pdfs of articles about New Hampshire shortly after they are published. The email should follow the below format: Date: May 4, 2023  
Outlet: The Boston Globe  
Article: Three ways to celebrate Portsmouth's 400th anniversary  
UVM: 4,005,879  
Ad Value: \$2,303.38  
Region(s) highlighted: Seacoast Region  
Origin: Media Outreach
- 1.11 Turner will provide an annual end-of-the-year report highlighting results of the strategic public relations plan (1.1) and evaluating the effectiveness of the plan. The report is due by August 5.
- 1.12 Turner will attend industry events as requested and agreed upon.
- 1.13 Turner will secure at least one national promotional partnership.
- 1.14 Turner will manage award submissions on New Hampshire's behalf.

## **2. Right to Cancel**

- 2.1 DTTD has the right to alter or cancel any schedules, services or projects of Turner or its outside vendors at any time. Turner 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.

## **3. Approval**

- 3.1 As stated in Exhibit C, Turner 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. Turner 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, Turner will revise the estimate and seek approval from DTTD before proceeding. The signed estimate indicates approval to proceed.

## **4. Ownership**

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

Initial CET  
Date 5-24-23

## **5. Staffing and Project Management**

- 5.1 Turner 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/Turner meetings unless otherwise agreed to by both parties.
- 5.2 Turner agrees that it will maintain adequate staffing to provide DTTD with responsive and timely service.
- 5.3 Turner 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, Canadian public relations firm, and researcher.
- 5.4 Turner 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 Turner staff at DTTD's request.
- 5.5 Turner 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.
- 5.6 Turner is not authorized to represent the State's position to the public or media and must be authorized to provide information by DTTD.

## **6. Delivery**

- 6.1 If for any reason, Turner fails to make a delivery date, Turner will be assessed Liquidated Damages of \$1,000.00 per week, or portion thereof, until the production, revision or delivery date is met. If Turner 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.

Initial CET  
Date 5-24-23

**7. Examination of Records**

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

**EXHIBIT C  
PAYMENT TERMS**

Turner will invoice DTTD monthly based on twelve equal retainer amounts of \$12,000 for agency fees. Turner will provide a strategic work plan and scope that will be agreed upon annually and reviewed twice a year. 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 of \$200,000/per fiscal year for SFY2024 and SFY2025.

Fees Per Fiscal Year

Professional Fees	\$144,000
Administrative Fee	\$ 6,000
Out of Pockets	<u>\$ 50,000</u>
Total	\$200,000

Out of pocket expenses will include but not limited to events/receptions, travel, media deskside appointments, and media familiarization tours. Professional fees do not include the administrative fee of \$500 per month to cover media and influencer subscription services and tools needed for tailored analytics and reporting. This will be billed monthly with the retainer fee. Professional fees also do not cover any out-of-pocket expenses such as airfare/transportation, mileage, or FedEx, which are billed without mark-up with client pre-approval. Hard costs for events/media mailers, influencer fees, flights/travel for Turner or media/influencers are not included in retainer fees.

Professional fees will be billed at the beginning of each month. Costs associated with press trips, special projects and out of pocket expenses will be billed by the 15<sup>th</sup> 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.

Turner will provide a written estimate of work for client approval in advance of beginning work on press trips and special projects. The estimates will detail the nature of the work and the associated costs. Turner will adhere to these costs as the estimates, once signed by the client, form the contract between the two parties. Should there be a change in scope of services to be provided, they will

Initial CET  
Date 5-24-23

revise the estimate and seek approval of the client before proceeding. The signed estimate indicates approval to proceed.

Initial CET  
Date 5-24-23

# 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 TURNER PUBLIC RELATIONS, INC. is a Colorado Profit Corporation registered to transact business in New Hampshire on May 24, 2023. 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: 932848

Certificate Number: 0006237100



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 25th day of May A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

**Corporate Resolution**

I, **Brent L. Holbert**, hereby certify that I am duly elected Clerk/Secretary/Officer of Turner Public Relations, Inc. . I hereby certify the following is a true copy of a vote taken at

a meeting of the Board of Directors/shareholders, duly called and held on May 23, 2023, at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That Christine Turner is

duly authorized to enter into contracts or agreements on behalf of

Turner Public Relations, Inc. with the State of New Hampshire and any of  
(*Name of Corporation*)

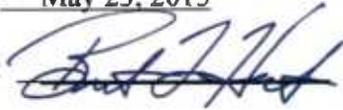
its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

**Corporate Resolution**

DATED: May 23, 2013

ATTEST:

A handwritten signature in black ink, appearing to read "Brent L. Holbert", written over a horizontal line.

Brent L. Holbert  
Treasurer



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/10/2023

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).

<b>PRODUCER</b> McGriff Insurance Services 999 S. Shady Grove Rd. Memphis, TN 38120	<b>CONTACT NAME:</b> Shonda Smith <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> shonda.smith@mcgriff.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> Turner Public Relations, Inc. 1614 15th St., 4th Floor Denver CO 80202	<b>INSURER A:</b> Hartford Fire Insurance Company <b>NAIC #</b> 19682
	<b>INSURER B:</b> Trumbull Insurance Company      27120
	<b>INSURER C:</b> Hartford Casualty Insurance Company      29424
	<b>INSURER D:</b> Columbia Casualty Company      31127
	<b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES**      **CERTIFICATE NUMBER:** 74302149      **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	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	20 UUN EI9322	5/4/2023	5/4/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV-INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			20 UEN EI9440	5/4/2023	5/4/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			20 RHU EI9517	5/4/2023	5/4/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	<input type="checkbox"/>	20 WE AS1CL9	5/4/2023	5/4/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional/Media/Cyber Liability			652430714	5/4/2023	5/4/2024	\$5,000,000

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

Department of Business and Economic Affairs - State of New Hampshire, its officers, & employees are named as additional insured on a primary & non-contributory basis with respects to General Liability as required by written contract and executed prior to a loss. Waiver of Subrogation applies to the certificate holder with respects to General Liability & Workers Compensation as required by written contract.

<b>CERTIFICATE HOLDER</b>  Department of Business and Economic Affairs State of New Hampshire 100 North Main Street Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  Natalie Mc Culley

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