



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

5E



48

May 30, 2024

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, Bureau of Visitor Services to exercise a one (1) year renewal option stipulated in the contract agreements with Smiley Publication Group, LLC (trade name Best Read Guide), Wolfboro, NH (formerly known as Seacoast Newspapers, Inc. d/b/a Best Read Guide) and White Mountain Recreation Association d/b/a WMAA, North Woodstock NH, for the purpose of distributing Program Participant's publications to the Safety Rest Areas/Welcome Information Centers by extending the completion date from June 30, 2024, to June 30, 2025 effective upon Governor and Council approval. The original contract was approved by Governor and Council on July 10, 2019, Item #40.

**EXPLANATION**

The Bureau of Visitor Services (BVS) manages the distribution of publications in the state's Safety Rest Areas/Welcome Information Centers (SRAs/WICs). The facilities are located along New Hampshire's Interstates and primary State Routes. Each SRA/WIC has the availability to display brochures and publications that promote tourism in New Hampshire.

BVS charges a rack fee to display brochures and publications in the SRAs/WICs based upon organizational structure. Revenues generated by the program is used for the betterment of the SRAs/WICs and the brochure program. BVS requires publications be delivered by one the BVS approved distribution vendors. The distribution contracts allow multiple options for program participants to choose from that will meet their organization's specific needs.

The Attorney General's office reviewed and approved the one (1) year option to renew and the extension of the existing contract as to form, substance, and execution.

Respectfully submitted,

Taylor Caswell  
Commissioner

**ADMENDMENT TO  
DISTRIBUTION SERVICES CONTRACT**

Now come the New Hampshire Department of Business and Economic Affairs (DBEA), hereinafter referred to as "the Agency," and Smiley Publication Group, LLC, Wolfboro, NH (formerly known as Seacoast Newspapers Inc), hereinafter referred to as "the Contractor", and, pursuant to an agreement between parties that was approved by Governor and Council on July 10, 2019, Item #40, and agree to modify same as follows:

1. Exercise the one (1) year renewal option in Section 4. Effective Date and Term for the period of renewal is July 1, 2024 through June 30, 2025.
2. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
3. This amendment shall commence upon Governor and Council approval for the period of July 1, 2024, and shall terminate on June 30, 2025.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to said agreement.

IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE  
Department of Business & Economic Affairs

Division of Commissioner's Office  
By:  6/3/2024  
Taylor Caswell, Commissioner of BEA      DATE

Smiley Publication Group, LLC  
By:  5-30-24  
Daniel L. Smiley, Member      DATE

Approved as to form, substance, and execution by the Attorney General this 4th day of June, 2024.

Louise D. Williams, Attorney  
Attorney General's Office

Approved by the Governor and Council this \_\_\_\_\_ day of \_\_\_\_\_, 2024

By: \_\_\_\_\_

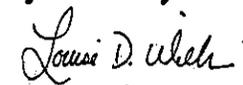
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 No. Main Street, Suite 100 Concord, NH 03301	
1.3 Contractor Name Smiley Publishing Group, LLC d/b/a Best Read Guide		1.4 Contractor Address 615 Center St., Wolfboro, NH 03262	
1.5 Contractor Phone Number 207-491-8419	1.6 Account Unit and Class N/A	1.7 Completion Date 6/30/2025	1.8 Price Limitation N/A
1.9 Contracting Officer for State Agency Taylor Caswell, Commissioner		1.10 State Agency Telephone Number 603-271-2665	
1.11 Contractor Signature  Date: 6-12-24		1.12 Name and Title of Contractor Signatory Smiley Publishing Group, LLC d/b/a Best Read Guide Daniel Smiley	
1.13 State Agency Signature  Date: 6/12/2024		1.14 Name and Title of State Agency Signatory Taylor Caswell, Commissioner member	
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:  On: June 12, 2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("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.

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## 8. EVENT OF DEFAULT/REMEDIES.

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) 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.

# State of New Hampshire

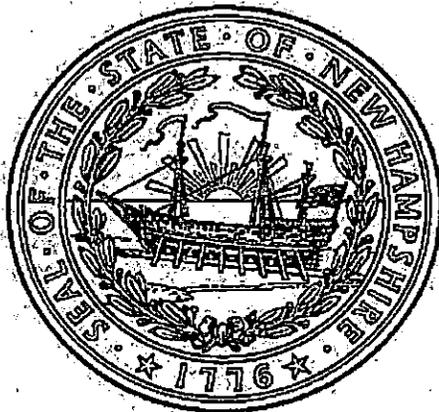
## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SMILEY PUBLISHING GROUP, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on December 04, 2013. 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: 701254

Certificate Number: 0006702429



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 11th day of June A.D. 2024.

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

David M. Scanlan  
Secretary of State

**State of New Hampshire**  
**Department of State**

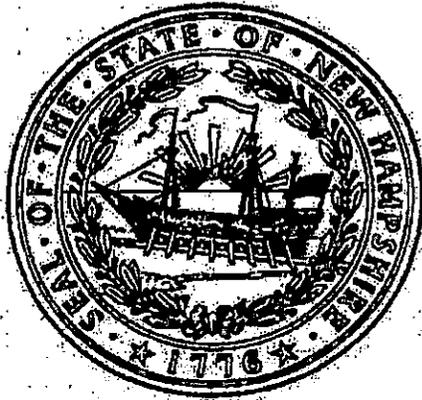
**CERTIFICATE OF REGISTERED TRADE NAME**  
**OF**  
**BEST READ GUIDE**

This is to certify that **SMILEY PUBLISHING GROUP, LLC** is registered in this office as doing business under the Trade Name **BEST READ GUIDE**, at 83 Center Street, Wolfeboro, NH, 03894, USA on **12/9/2022 2:48:00 PM**.

The nature of business is **Other / Literature distribution**

Expiration Date: **12/9/2027 2:48:00 PM**

Business ID: **918227**



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 9th day of December A.D. 2022.

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

David M. Scanlan  
Secretary of State

**Limited Partnership or LLC Certification of Authority**

I, Daniel L. Smiley, hereby certify that I am the sole Partner, Member or  
(Name)  
Manager and the sole officer of Smiley Publishing Group, LLC a limited liability partnership,  
(Name of Partnership or LLC)  
under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited  
liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. 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 partnership or LLC and that this authorization shall remain valid for thirty (30)  
days from the date of this Corporate Resolution.

DATED: 5-25-24

ATTEST:  publisher  
(Name & Title)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/23/2024

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> Chalmers Insurance Group - Ossipee Office 940 Route 16 PO Box 85 Ossipee NH 03864	<b>CONTACT NAME:</b> Madelyn Cancel <b>PHONE (A/C, No, Ext):</b> (603) 539-7444 <b>E-MAIL ADDRESS:</b> MCancel@chalmersinsurancegroup.com	<b>FAX (A/C, No):</b> (603) 539-4880
	<b>INSURER(S) AFFORDING COVERAGE:</b>	
<b>INSURED</b> Smiley Publishing Group LLC, DBA: Panoramic Publishing-The Laker PO Box 119 Wolfeboro Falls NH 03896-0119	<b>INSURER A:</b> Citizens Insurance of America <b>NAIC #:</b> 31534	<b>INSURER B:</b> Allmerica Financial Benefit <b>NAIC #:</b> 41840
	<b>INSURER C:</b> Mass Bay <b>NAIC #:</b> 22306	<b>INSURER D:</b>
	<b>INSURER E:</b>	<b>INSURER F:</b>

**COVERAGES**                      **CERTIFICATE NUMBER:** 24-25 Master                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		OBVD155948	01/28/2024	01/28/2025	EACH OCCURRENCE - \$ 2,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PERSONAL & ADV INJURY \$ included	
	OTHER:					GENERAL AGGREGATE \$ 4,000,000	
						PRODUCTS - COM/OP AGG \$ 4,000,000	
B	AUTOMOBILE LIABILITY		AWVD155962	01/28/2024	01/28/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident) \$	
						Business Auto Coverage \$	
	<input checked="" type="checkbox"/> UMBRELLA LIAB		OBVD155948	01/28/2024	01/28/2025	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 1,000,000	
	DED	RETENTION \$				\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WDVD155967	01/28/2024	01/28/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$ 500,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y				N/A	E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Operations: Publishing.  
Dan Smiley has elected to be excluded from Workers Compensation coverage.

**CERTIFICATE HOLDER**

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

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE  
*Madelyn Cancel*

© 1988-2015 ACORD CORPORATION. All rights reserved.

**ADMENDMENT TO  
DISTRIBUTION SERVICES CONTRACT**

Now come the New Hampshire Département of Business and Economic Affairs (DBEA), hereinafter referred to as "the Agency," and White Mountain Recreation Association d/b/a WMAA, North Woodstock, NH hereinafter referred to as "the Contractor", and, pursuant to an agreement between parties that was approved by Governor and Council on July 10, 2019, Item #40, and agree to modify same as follows:

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THE STATE OF NEW HAMPSHIRE  
Department of Business & Economic Affairs

Division of \_\_\_\_\_ Commissioner's  
Office See By: 6/3/2024  
Taylor Caswell, Commissioner of BEA DATE

White Mountain Recreation Association d/b/a WMAA  
By: Charyl Reardon 06/03/2024  
Charyl Reardon, President DATE

Approved as to form, substance, and execution by the Attorney General this 4th day of June, 2024.

Louise D. Williams, Attorney  
Attorney General's Office

Approved by the Governor and Council this \_\_\_\_\_ day of \_\_\_\_\_, 2024

By: \_\_\_\_\_

# State of New Hampshire

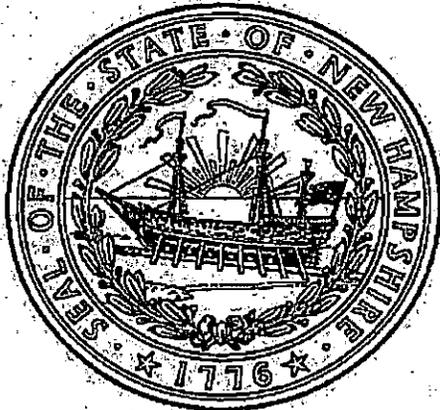
## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that WHITE MOUNTAINS RECREATION ASSOCIATION, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 17, 1958. 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: 63779

Certificate Number: 0006181193



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 29th day of March A.D. 2023.

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

David M. Scanlan  
Secretary of State

**Corporate Resolution**  
**(Corporation, Non-Profit Corporation)**

I, Lauren Fullerton hereby certify that I am duly elected Clerk/Secretary/Officer of  
(Name)

White Mountains Recreation Association I hereby certify the following is a true copy of a vote  
(Name of Corporation)

taken at a meeting of the Board of Directors/shareholders, duly called and held on March, 20, 2024, at  
(Date)

which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That Charyl Reardon, President (may list more than one person) is  
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of White Mountains Recreation Association  
(Name of Corporation)

with the State of New Hampshire and any of 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 state herein.

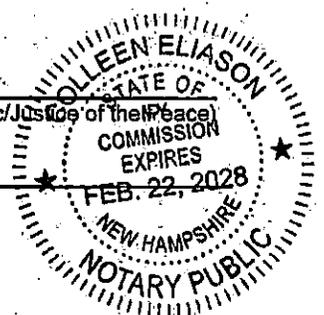
**DATED:** 05/28/2024

**ATTEST:** Lauren Fullerton  
Lauren Fullerton (May 28, 2024 14:24 EDT)  
(Name & Title elected Officer of Corporation)

**DATED:** 5/29/24

**ATTEST:** Colleen E. Eliason  
(Name & Title of Notary Public/Justice of the Peace)

**MY COMMISSION EXPIRES:** FEB. 22, 2028





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/28/2023

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 K&K INSURANCE GROUP, INC. P.O. BOX 2338 FORT WAYNE, IN 46801	CONTACT NAME: EVENTS & ATTRACTIONS
	PHONE (A/C, No, Ext): 800-553-8368 FAX (A/C, No): 260-459-5624
	E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE	
INSURER A: MARKEL INSURANCE COMPANY	NAIC #
INSURER B: NATIONAL CASUALTY INSURANCE COMPANY	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED  
WHITE MOUNTAINS RECREATION ASSOCIATION  
DBA: WHITE MOUNTAINS RECREATION ASSOCIATION (SEE KR-SP-1)  
200 KANCAMAGUS HIGHWAY  
NORTH WOODSTOCK, NH 03262

COVERAGES CERTIFICATE NUMBER: C158534 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			MKP0000501094700	10/1/2023 12:01 AM	10/1/2024 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$300,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 BODILY INJURY TO PARTICIPANTS PROFESSIONAL LIABILITY
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			MKA0000501094800	10/1/2023 12:01 AM	10/1/2024 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			MKX0000501094900	10/1/2023 12:01 AM	10/1/2024 12:01 AM	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N: <input checked="" type="checkbox"/> N	N/A		WCC0000033009811	10/1/2023 12:01 AM	10/1/2024 12:01 AM	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 AD&D Primary Medical Excess Medical Weekly Indemnity

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
COVERAGE PROVIDED FOR THE OPERATIONS OF WHITE MOUNTAINS RECREATION ASSOCIATION.

CERTIFICATE HOLDER NH BEA -DTTD 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 <i>Scott Paulson</i>
--	---



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

JUN24'19 pm12:19 DAS



JOR  
40

June 11, 2019

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, Bureau of Visitor Services to enter into **retroactive** contract agreements with the two (2) distribution companies shown below, to provide distribution of Program Participant's publications to our Safety Rest Areas/Welcome and Information Centers, effective July 1, 2019 upon approval by the Governor and Executive Council through June 30, 2024, with the option to extend through June 30, 2025.

Company Name	City/State
White Mountains Recreation Association dba WMAA	North Woodstock, NH
Seacoast Newspapers Inc. dba Best Read Guide	Portsmouth, NH

**EXPLANATION**

This request is **retroactive** as it required a longer than anticipated timeframe to complete the RFP process.

The Bureau of Visitor Services (BVS) manages the distribution of publications in the State's Safety Rest Areas/Welcome and Information Centers (SRAs/WICs). The State's SRAs/WICs are located along New Hampshire's Interstates and primary State Routes. Each of the SRAs/WICs has the availability to display brochures and publications that promote tourism in New Hampshire.

BVS charges a rack fee to display brochures and publications in the SRAs/WICs, based on organizational structure. Revenues generated by the program is used for the betterment of the SRAs/WICs and the brochure program. BVS requires publications be delivered via one of BVS's approved distribution

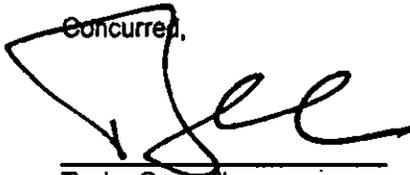
vendors. The distribution contracts allow multiple options for program participants to choose from that will meet their organization's specific needs.

In April 2019, the Department of Business and Economic Affairs (BEA) advertised a Request for Proposals (RFP) for distribution companies to contract with BVS to deliver publications to the SRAs/WICs on behalf of the program participants. A copy of the RFP was posted on the BEA website. A four (4) person selection committee comprised of BEA and BVS staff (Schedule #2) reviewed and scored the proposals (Schedule #1) and found them all satisfactory. A composite score of the written proposal is included as Schedule #3.

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

Respectfully submitted,

  
\_\_\_\_\_  
Robert Vachon  
Bureau Chief

Concurred,  
  
\_\_\_\_\_  
Taylor Caswell  
Commissioner  
(Her)

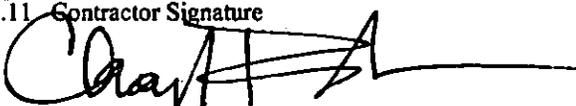
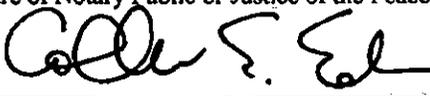
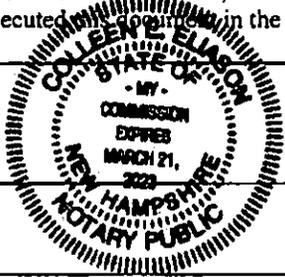
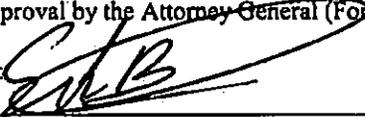
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 1 Eagle Square, Suite 100, Concord, NH 03301	
1.3 Contractor Name White Mountains Recreation Association d/b/a/ WMAA		1.4 Contractor Address 200 Kancamagus Highway, North Woodstock, NH 03262	
1.5 Contractor Phone Number 603-745-8720	1.6 Account Number N/A	1.7 Completion Date June 30, 2024	1.8 Price Limitation N/A
1.9 Contracting Officer for State Agency Taylor Caswell, Commissioner		1.10 State Agency Telephone Number 603-271-2665	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory President, Cheryl Beardon	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>6/4/19</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this agreement in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Colleen E. Eliason Notary Public			
1.14 State Agency Signature 	Date: <u>6/19/19</u>	1.15 Name and Title of State Agency Signatory Taylor Caswell, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/24/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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 1.18, 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 1.14 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

**EXHIBIT A  
SCOPE OF SERVICES**

The State of New Hampshire Department of Business and Economic Affairs (BEA), Bureau of Visitor Services (BVS) is responsible for ensuring the availability of approved publications at the state Safety Rest Areas/Welcome and Information Centers (SRAs/WICs) for dissemination to visitors. BVS is responsible for the management and daily operations of twelve state SRAs/WICs facilities owned by the New Hampshire Department of Transportation (DOT). BVS receives literature distribution applications from those interested in displaying tourism related literature at the twelve facilities. Applications and literature samples are reviewed/approved in accordance with the criteria outlined in the brochure policy guidelines.

White Mountains Recreation Association (dba WMAA) shall provide services for BVS and the SRAs/WICs as described below:

**1. Scope of Work**

- 1.1 WMAA shall maintain separate accounts for each of the Program Participants. These accounts shall include billing, approval letters, contracts, shipping verifications and any other necessary paperwork involved in keeping accurate records of all Program Participants. These records may be audited by BVS at any time to ensure compliance.
- 1.2 WMAA shall provide accessible storage for brochures and promotional materials. Premises must be clean, dry, secure and available for inspection by BVS at any time during regular business hours. Premises must have sufficient loading and unloading capabilities. Contractors will include evidence of current general liability insurance for contents at replacement value.
- 1.3 WMAA may be required to supply and install uniform publication racks in the SRAs/WICs to accommodate a variety of sizes and minimum number of materials, with the approval of both the design and the placement of the rack system by BVS. WMAA will not be permitted to feature branded materials on/in the racks unless approved by BVS.
- 1.4 Deliveries to the SRAs/WICs will be done no less than weekly during the months of May-October. Additional deliveries will be made before major holidays or as requested by BVS. Depending on the volume of individual publications used at a SRAWIC, publications will be ordered by case or in banded stacks.
- 1.5 Below are agreed upon rate structures. If changes occur to the rate structure, BVS must be notified in writing 30 days prior to implementation.

**1.5.1 WMAA rates for brochures (negotiates larger sizes) as follows:**

Brochure Size Pricing (per month)		
	3 & 6 Month Contracts	12 Month Contracts
1-5 WICs	\$40	\$35
6-9 WICS	\$70	\$65
10+ WICS	\$140	\$120

- 1.6 WMAA will provide monthly distribution reports in the BVS approved format by the sixth of each month to the BVS Customer Service Supervisor, as well as any additional reports as requested.
- 1.7 WMAA will be required to present a copy of the BVS Approval Letter for every new brochure distributed to SRAs/WICs.
- 1.8 WMAA is responsible to ensure the SRAs/WICs are well stocked and replenished timely. An inventory of brochures in racks and in the stock room will be completed during each delivery. WMAA is responsible to communicate changes /shortfalls in publications.
- 1.9 WMAA must remove publications that have expired, are not approved or are out of date. Should a Program Participant no longer be contracted with WMAA for distribution services, WMAA will not remove the Program Participant's literature unless BVS provides permission to do so.
- 1.10 WMAA is responsible for the storage, inventory, delivery and reporting of publications. This includes providing participants with movement reports.
- 1.11 WMAA shall have reliable transportation to ensure deliveries are made on schedule to each of the SRAs/WICs.
- 1.12 WMAA agrees to provide ongoing counsel relative to productivity, process and efficiencies for brochure distribution.

## **2. Terms**

- 2.1 WMAA is not authorized to represent the State's position to the public or media and must be authorized to provide any information by BVS.
- 2.2 WMAA shall agree to continue providing any part of or all services in accordance with the terms and conditions and the requirements and specifications of the contract for a period not to exceed sixty (60) calendar days after expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

## **3. Right to Cancel**

- 3.1 The State may terminate this agreement without cause by giving WMAA sixty (60) days written notice before the effective termination date.

## **4. Approval**

- 4.1 This Contract may be modified by written amendment which has been executed and approved by BVS and WMAA.

## **5. Ownership**

- 5.1 Upon completion or termination of this contract, BVS shall retain all rights of ownership to all materials and/or equipment e.g., racks, publications, etc.

Transmittal of information shall be done in a timely manner in order to ensure a smooth transition in the event an alternate vendor is contracted for this work in subsequent years.

**6. State's Responsibilities**

- 6.1 BVS will administer the processing of brochure applications and approval of publications to be distributed to the SRAs/WICs. Publications from organizations will be available for distribution only after BVS has approved. Once processing of applications is complete, a letter will be sent electronically to the Contractors and the Program Participant, notifying both parties as to the status of the application.
- 6.2 BVS will be responsible for directly invoicing and collecting rack fee payments from all program participants.
- 6.3 BVS will be responsible for enforcing the brochure program policy guidelines with all program participants and will inform vendors of any/all changes to publication status.

**7. Examination of Records**

- 7.1 BVS, upon giving notice to WMAA, may examine all records and files related to the State Brochure Program. Arrangements for such examination must be conducted at WMAA's office and will be scheduled at a time mutually agreeable to the parties involved.

**Exhibit B**

There will be no payments exchanged in this contract.

**Exhibit C**

There are no special provisions in this contract.



# White Mountains Attractions Association

PO BOX 10, 200 KANCOMAGUS HWY, NORTH WOODSTOCK NH 03262

PHONE: 603-745-8720 • FAX: 603-745-6765

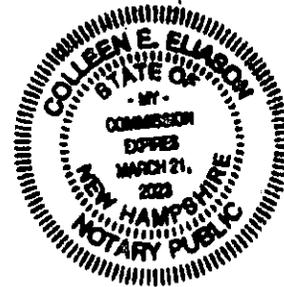
www.VisitWhiteMountains.com • info@VisitWhiteMountains.com

## CERTIFICATE OF AUTHORITY

I, Benjamin Clark, Chairman of the White Mountains Recreation Association (d.b.a. White Mountains Attractions Association), certify that Charyl Reardon and/or Kathryn Wetherell are authorized to sign contracts on behalf of the organization.

  
\_\_\_\_\_  
Benjamin Clark, Chairman

6/4/19  
Date

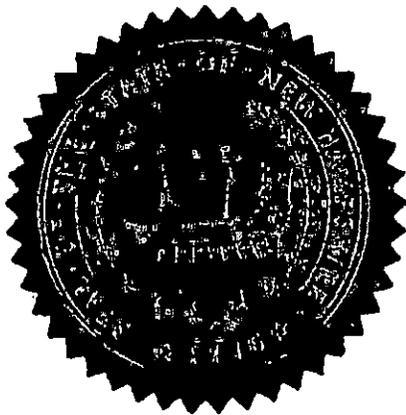


  
6/4/19

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 WHITE MOUNTAINS RECREATION ASSOCIATION, INC. is a New Hampshire nonprofit corporation formed April 17, 1958. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 27<sup>th</sup> day of February A.D. 2015

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

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/04/2019

**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> K&K INSURANCE GROUP, INC. P.O. BOX 2338 FORT WAYNE, IN 46801	<b>CONTACT NAME:</b> EVENTS & ATTRACTIONS <b>PHONE (A/C, No, Ext):</b> 800-553-8368 <b>FAX (A/C, No):</b> 260-459-5624 <b>E-MAIL ADDRESS:</b>																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>NATIONAL CASUALTY COMPANY</td> <td>11991</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	NATIONAL CASUALTY COMPANY	11991	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER A:	NATIONAL CASUALTY COMPANY	11991																			
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INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
<b>INSURED</b> WHITE MOUNTAINS RECREATION ASSOCIATION DBA : WHITE MOUNTAINS RECREATION ASSOCIATION (SEE KR-SP-1) 200 KANCAMAGUS HIGHWAY NORTH WOODSTOCK, NH 03262																					

**COVERAGES**      **CERTIFICATE NUMBER: C104190**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			KKO0000022401700	10/1/2018 12:01 AM	10/1/2019 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$300,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE NONE PRODUCTS - COMPIOP AGG \$5,000,000 LEGAL LIAB TO PARTICIPANTS PROFESSIONAL LIABILITY
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			KKO0000022401800	10/1/2018 12:01 AM	10/1/2019 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			XKO0000022401900	10/1/2018 12:01 AM	10/1/2019 12:01 AM	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCC0000033009806	10/1/2018 12:01 AM	10/1/2019 12:01 AM	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000
	PARTICIPANT ACCIDENT						AD&D Primary Medical Excess Medical Weekly Indemnity

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

COVERAGE PROVIDED FOR THE OPERATION OF WHITE MOUNTAINS

<b>CERTIFICATE HOLDER</b> STATE OF NEW HAMPSHIRE DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS BUREAU OF VISITOR SERVICES ONE EAGLE SQUARE, STE 100 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. AUTHORIZED REPRESENTATIVE 
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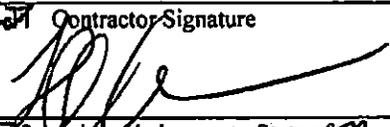
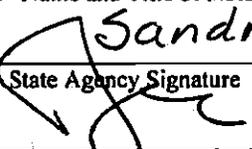
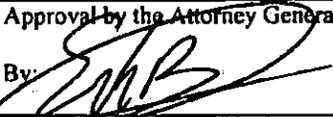
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> State of New Hampshire Department of Business and Economic Affairs		<b>1.2 State Agency Address</b> 1 Eagle Square, Suite 100, Concord, NH 03301	
<b>1.3 Contractor Name</b> Seacoast Newspaper d/b/a Best Read Guide		<b>1.4 Contractor Address</b> 111 New Hampshire Ave, Portsmouth, NH 03801	
<b>1.5 Contractor Phone Number</b> 603-570-2262	<b>1.6 Account Number</b> N/A	<b>1.7 Completion Date</b> June 30, 2024	<b>1.8 Price Limitation</b> N/A
<b>1.9 Contracting Officer for State Agency</b> Taylor Caswell, Commissioner		<b>1.10 State Agency Telephone Number</b> 603-271-2665	
<input checked="" type="checkbox"/> <b>1.11 Contractor Signature</b> 		<input checked="" type="checkbox"/> <b>1.12 Name and Title of Contractor Signatory</b> Howard Altshiller, General Manager	
<b>1.13 Acknowledgement:</b> State of <u>New Hampshire</u> , County of <u>Rockingham</u> On <u>5/31/19</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<input checked="" type="checkbox"/> <b>1.13.1 Signature of Notary Public or Justice of the Peace</b> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  <p><i>Sandra S. Titus</i></p> </div> <div style="text-align: right;"> <p><b>SANDRA S. TITUS</b>                      Notary Public - New Hampshire                      My Commission Expires September 5, 2023</p> </div> </div>			
<input checked="" type="checkbox"/> <b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Sandra S. Titus, Notary Public			
<input checked="" type="checkbox"/> <b>1.14 State Agency Signature</b> 		<input checked="" type="checkbox"/> <b>1.15 Name and Title of State Agency Signatory</b> Taylor Caswell, Commissioner Date: <u>6/21/19</u>	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By:  On: <u>6/24/2019</u>			
<b>1.18 Approval by the Governor and Executive Council (if applicable)</b> By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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 1.18, 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 1.14 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

## 14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

Contractor Initials AA  
Date 5-31-2019

**EXHIBIT A  
SCOPE OF SERVICES**

The State of New Hampshire Department of Business and Economic Affairs (BEA), Bureau of Visitor Services (BVS) is responsible for ensuring the availability of approved publications at the state Safety Rest Areas/Welcome and Information Centers (SRAs/WICs) for dissemination to visitors. BVS is responsible for the management and daily operations of twelve state SRAs/WICs facilities owned by the New Hampshire Department of Transportation (DOT). BVS receives literature distribution applications from those interested in displaying tourism related literature at the twelve facilities. Applications and literature samples are reviewed/approved in accordance with the criteria outlined in the brochure policy guidelines.

Seacoast Newspapers, Inc (dba Best Read Guide) shall provide services for BVS and the SRAs/WICs as described below:

**1. Scope of Work**

- 1.1 Best Read Guide shall maintain separate accounts for each of the Program Participants. These accounts shall include billing, approval letters, contracts, shipping verifications and any other necessary paperwork involved in keeping accurate records of all Program Participants. These records may be audited by BVS at any time to ensure compliance.
- 1.2 Best Read Guide shall provide accessible storage for brochures and promotional materials. Premises must be clean, dry, secure and available for inspection by BVS at any time during regular business hours. Premises must have sufficient loading and unloading capabilities. Contractors will include evidence of current general liability insurance for contents at replacement value.
- 1.3 Best Read Guide may be required to supply and install uniform publication racks in the SRAs/WICs to accommodate a variety of sizes and minimum number of materials, with the approval of both the design and the placement of the rack system by BVS. Best Read Guide will not be permitted to feature branded materials on/in the racks unless approved by BVS.
- 1.4 Deliveries to the SRAs/WICs will be done no less than weekly during the months of May-October. Additional deliveries will be made before major holidays or as requested by BVS. Depending on the volume of individual publications used at a SRA/WIC, publications will be ordered by case or in-banded stacks.
- 1.5 Below are agreed upon rate structures. If changes occur to the rate structure, BVS must be notified in writing 30 days prior to implementation.
  - 1.5.1 Best Read Guide charges same rates for brochures and magazines, as follows:
    - 1.5.1.1 1-7 WICs: \$10 each per month
    - 1.5.1.2 8-11 WICs: \$9.75 each per month
    - 1.5.1.3 12 WICs: \$103 total per month
- 1.6 Best Read Guide will provide monthly distribution reports in the BVS approved format by the sixth of each month to the BVS Customer Service Supervisor, as well as any additional reports as requested.

- 1.7 Best Read Guide will be required to present a copy of the BVS Approval Letter for every new brochure distributed to SRAs/WICs.
- 1.8 Best Read Guide is responsible to ensure the SRAs/WICs are well stocked and replenished timely. An inventory of brochures in racks and in the stock room will be completed during each delivery. Best Read Guide is responsible to communicate changes /shortfalls in publications.
- 1.9 Best Read Guide must remove publications that have expired, are not approved or are out of date. Should a Program Participant no longer be contracted with Best Read Guide for distribution services, Best Read Guide will not remove the Program Participant's literature unless BVS provides permission to do so.
- 1.10 Best Read Guide is responsible for the storage, inventory, delivery and reporting of publications. This includes providing participants with movement reports.
- 1.11 Best Read Guide shall have reliable transportation to ensure deliveries are made on schedule to each of the SRAs/WICs.
- 1.12 Best Read Guide agrees to provide ongoing counsel relative to productivity, process and efficiencies for brochure distribution.

## **2. Terms**

- 2.1 Best Read Guide is not authorized to represent the State's position to the public or media and must be authorized to provide any information by BVS.
- 2.2 Best Read Guide shall agree to continue providing any part of or all services in accordance with the terms and conditions and the requirements and specifications of the contract for a period not to exceed sixty (60) calendar days after expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

## **3. Right to Cancel**

- 3.1 The State may terminate this agreement without cause by giving Best Read Guide sixty (60) days written notice before the effective termination date.

## **4. Approval**

- 4.1 This Contract may be modified by written amendment which has been executed and approved by BVS and Best Read Guide.

## **5. Ownership**

- 5.1 Upon completion or termination of this contract, BVS shall retain all rights of ownership to all materials and/or equipment e.g., racks, publications, etc. Transmittal of information shall be done in a timely manner in order to ensure a smooth transition in the event an alternate vendor is contracted for this work in subsequent years.

**6. State's Responsibilities**

- 6.1 BVS will administer the processing of brochure applications and approval of publications to be distributed to the SRAs/WICs. Publications from organizations will be available for distribution only after BVS has approved. Once processing of applications is complete, a letter will be sent electronically to the Contractors and the Program Participant, notifying both parties as to the status of the application.
- 6.2 BVS will be responsible for directly invoicing and collecting rack fee payments from all program participants.
- 6.3 BVS will be responsible for enforcing the brochure program policy guidelines with all program participants and will inform vendors of any/all changes to publication status.

**7. Examination of Records**

- 7.1 BVS, upon giving notice to Best Read Guide, may examine all records and files related to the State Brochure Program. Arrangements for such examination must be conducted at Best Read Guide's office and will be scheduled at a time mutually agreeable to the parties involved.

**Exhibit B**

There will be no payments exchanged in this contract.

**Exhibit C**

There are no special provisions in this contract.



Polly Grunfeld Sack  
Sr. Vice President, Secretary and General Counsel  
Direct Dial (585) 598-0032 • Fax (585) 248-9562

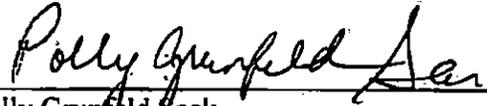
### CERTIFICATE OF AUTHORITY

The undersigned, being the duly elected Secretary of Seacoast Newspapers, Inc., a New Hampshire corporation (the "Corporation"), does hereby certify that:

Mr. Howard Altschiller is authorized to sign the P-37 State of New Hampshire Contract Agreement on behalf of Seacoast Newspapers, Inc.

IN WITNESS WHEREOF, I have executed this Certificate as of this 30th day of May, 2019.

State of New York County of Monroe  
Sworn and subscribed on Date May 30, 2019  
Polly Grunfeld Sack personally  
appeared before me and took an oath under penalties  
of perjury that the foregoing statement is true and correct.  
Rachel N. Militello, Notary Public  
My Commission Expires May 27, 2020

  
Polly Grunfeld Sack,  
Sr. V.P., Secretary, General Counsel

Rachel N. Militello  
Notary Public, State of New York  
Qualified in Monroe County  
Commission Expires May 27, 2020  
No. 01MI6187713

**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 BEST READ GUIDE is a New Hampshire Trade Name registered to transact business in New Hampshire on February 10, 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: 738616

Certificate Number: 0004521462



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 30th day of May A.D. 2019.

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

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
05/31/2019

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> Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> New Media Investment Group, Inc. and each of its subsidiaries 175 Sully's Trail 3rd Floor Pittsford NY 14534 USA	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Liberty Insurance Corporation	42404
	<b>INSURER B:</b> Liberty Mutual Fire Ins Co	23035
	<b>INSURER C:</b> ACE Property & Casualty Insurance Co.	20699
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER: 570076445567**      **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.      *Limits shown are as requested*

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		T82621094934048	09/03/2018	09/03/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> RENTED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		AS2-621-094934-038	09/03/2018	09/03/2019	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 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		XOOG28156649003 SIR applies per policy terms & conditions	09/03/2018	09/03/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N    N/A	WA762D094934018 (AOS) WC7621094934028 (WI)	09/03/2018	09/03/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate holder is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Department of Business and Economic Affairs Bureau of Visitor Services One Eagle Square, Suite 100 Concord NH 03301 USA	<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.
	AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Northeast Inc</i>

Holder Identifier: 570076445567      Certificate No.: 570076445567

**SCHEDULE #1**

**Department of Business and Economic Affairs  
Bureau of Visitor Services  
Brochure Program Distribution Vendor July 1, 2019- June 30, 2024  
Written Proposal Scoring Criteria**

**PROPOSAL EVALUATION CRITERIA**

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

	<b>Max. Points</b>
<b>1. SCOPE OF WORK</b> Evaluation of Offeror's response to the Brochure Distribution Request for Proposals (RFP) Section 3.0 Scope of Work	<b>40</b>
<b>2. EXPERIENCE</b> Will the potential contractor be able to perform services in the Scope of Work? Is their mission related to tourism and/or advertising and promotion? Do they have a history of disseminating information? What are current delivery methods? Company's overall history with all aspects.	<b>30</b>
<b>3. BROCHURE DISTRIBUTION RACK FEE</b> Fee structure charges to participants. Will costs increase if awarded contract? Is fee structure comparable to industry standards?	<b>20</b>
<b>4. REFERENCES</b> Those that have done business with potential contracts past and present. Were these tourism/promotion related? Statewide or concentrated to specific industry.	<b>10</b>
<b>TOTAL POINTS</b>	<b>100</b>

**Schedule #2**

**Department of Business and Economic Affairs  
Bureau of Visitor Services  
Brochure Program Distribution Vendor July 1, 2019- June 30, 2024  
Proposal Review Committee**

**Robert Vachon, BVS Chief  
Department of Business and Economic Affairs  
1 Eagle Square, Suite 100, Concord, NH 03301  
603-271-2665, robert.vachon@livefree.nh.gov**

**Hilary Denoncourt, Finance & Business Operations Lead  
Department of Business and Economic Affairs  
1 Eagle Square, Suite 100, Concord, NH 03301  
603-271-2665, hilary.denoncourt@livefree.nh.gov**

**Emily Fabian, Brochure Program Manager  
Department of Business and Economic Affairs  
1 Eagle Square, Suite 100, Concord, NH 03301  
603-271-2665, emily.fabian@livefree.nh.gov**

**Brittany Littlefield, Executive Assistant  
Department of Business and Economic Affairs  
1 Eagle Square, Suite 100, Concord, NH 03301  
603-271-2665, brittany.littlefield@livefree.nh.gov**

Department of Business and Economic Affairs  
 Bureau of Visitor Services  
 Brochure Program Distribution Vendor July 1, 2019- June 30, 2024  
 Written Proposal Evaluation Scoring

SCHEDULE #3

Business Name: White Moutains Recreation Association dba WMAA					
	Scope of Work Max Points (40)	Experience Max Points (30)	Distribution Rate Structure Max Points (20)	References Max Points (10)	TOTAL
Robert Vachon BVS Chief	35	30	20	10	95
Hilary Denoncourt Business Administrator	30	20	15	10	75
Emly Fabian Program Manager	35	30	15	10	90
Brittany Littlefield Executive Assistant	35	30	20	10	95
<b>Grand Total:</b>				<b>88.6%</b>	<b>355</b>

Business Name: Seacoast Newspaper dba Best Read Guide					
	Scope of Work Max Points (40)	Experience Max Points (30)	Distribution Rate Structure Max Points (20)	References Max Points (10)	TOTAL
Robert Vachon BVS Chief	27	20	15	10	72
Hilary Denoncourt Business Administrator	40	25	20	5	90
Emly Fabian Program Manager	30	20	15	10	75
Brittany Littlefield Executive Assistant	30	25	20	10	85
<b>Grand Total:</b>				<b>80.5%</b>	<b>322</b>



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



**BROCHURE DISTRIBUTION  
REQUEST FOR PROPOSALS**

**Issue Date:** Tuesday, April 30, 2019

**Title:** New Hampshire Brochure Distribution

**Issuing Agency:** State of New Hampshire  
Department of Business and Economic Affairs  
**Bureau of Visitor Services**  
One Eagle Square, Suite 100  
Concord, NH 03301

**Period of Contract:** July 1, 2019 or upon Governor and Executive Council approval through June 30, 2024 (with an option to extend through June 30, 2025)

**Proposal Deadline:** Monday, May 20, 2019  
*\*Proposal must be received at BEA no later than 2:00pm*

All inquiries for information should be directed to:

Bob Vachon, Bureau Chief  
Email: [Robert.Vachon@livefree.nh.gov](mailto:Robert.Vachon@livefree.nh.gov)

If proposals are mailed, send directly to issuing agency show above. If proposals are hand-delivered, deliver to receptionist at BEA Headquarters, One Eagle Square, Suite 100, Concord.

Please label: "PROPOSAL – NH BROCHURE DISTRIBUTION"

1 Eagle Square  
Suite 100  
Concord, New Hampshire 03301

603.271.2341

visitnh.gov nheconomy.com choosenh.com

**1. PURPOSE**

The purpose and intent of this Request for Proposals (RFP) is to enter into a contract for a period of five years (July 1, 2019 or upon Governor and Executive Council approval, whichever is earlier through June 30, 2024) with an option to renew through June 30, 2025, upon the agreement of both parties and the Governor and Executive Council.

The qualified firm(s) will serve as the NH Department of Business and Economic Affairs (BEA) Bureau of Visitor Services' (BVS) tourism literature distribution representative(s). Selected vendor(s) will deliver approved brochures to the state-owned Safety Rest Areas (SRA)/Welcome and Information Centers (WIC) identified in Attachment A (map). Deliveries will be throughout the year with additional deliveries made before major holidays or as requested by DTTD.

BVS is responsible for the management and daily operation of twelve SRA/WIC facilities owned by the New Hampshire Department of Transportation (DOT). The SRA/WIC facilities provide modern restroom facilities, travel information, and vending machines.

WIC	Foot Count	Brochure Distribution
Canterbury	382,378	122,730
Colebrook	73,681	18,887
Hooksett North	1,994,220	191,301
Hooksett South	1,858,769	94,468
Lebanon	226,530	47,033
Littleton	157,817	38,529
North Conway	202,367	68,750
Salem	277,278	140,084
Sanbornton	253,119	50,985
Seabrook	901,833	310,186
Springfield	370,453	63,245
Sutton	242,744	48,212
Total	6,941,189	1,194,410

BVS receives literature distribution applications from those interested in displaying tourism related literature at the twelve facilities. Applications and literature samples are reviewed/approved in accordance with criteria outlined in Attachment B.

**2. DEFINITIONS**

2.1. "Offeror" refers to any individual, corporation, partnership or agency that responds in writing, to this RFP.

- 2.2. "Selected Vendor" refers to the Offeror under this Request for Proposals (RFP) with which the Department of Business and Economic Affairs (BEA) negotiates a contract. The terms in this RFP referring to "Selected Vendor" represent contract terms that will be a part of the final contract.
- 2.3. The "Contract" is the resulting contract entered into between BEA and the successful Offeror.
- 2.4. "Brochure Distribution" refers to the services covered under the terms of this agreement, including administrative services, warehousing, fulfillment and shipping, and distribution services of approved literature to the SRAs.
- 2.5. "Program Participant" refers to the business(es) or organization(s) that participate in the brochure program and are required to use a contractor for distribution.

### **3. SCOPE OF WORK**

Proposals must be based on a 12-month period of time and address each item listed below.

- Maintain separate accounts for each Program Participant; accounts must include billing, approval letters, contracts, shipping verifications, etc. Records may be audited by BVS at any time to ensure the Contractors are in compliance;
- Provide accessible storage for brochures and promotional literature. Premises must be clean, dry, secure and available for inspection by BVS at any time during regular business hours. Premises must have sufficient loading and unloading capabilities. Contractors will include evidence of current general liability insurance for contents at replacement value;
- Supply and install uniform literature racks upon request. Contractors are not permitted to feature branded materials;
- Provide weekly summary reports in the approved format by the sixth (6<sup>TH</sup>) of each month, as well as additional reports as requested;
- Transfer relevant data to BEA's Division of Travel and Tourism's (DTTD) dashboard;
- Provide ongoing counsel relative to productivity, process, or efficiencies;
- Provide a monthly distribution schedule and notify BVS of changes/shortfalls;
- Notify BVS of any changes to brochure distribution rate structure.

### **4. GENERAL REQUIREMENTS**

#### **4.1. Copies and Distribution of Proposal**

- 4.1.1. In order to be considered for selection, Offeror must submit a complete written response to this RFP by 2:00 PM, on Monday, May 20, 2019. One (1) original, one (1) electronic file and three (3) copies of each written proposal must be submitted to BEA. No other

distribution of the written proposal shall be made by the Offeror.

#### **4.2. Site Visits**

4.2.1. Offerors may visit the SRAs listed in Attachment A. Offerors must contact BVS to schedule a date and time.

#### **4.3. Proposal Inquiries**

4.3.1. All inquiries concerning this RFP, including but not limited to requests for clarification, questions shall be submitted by e-mail to:

Contact: [Robert.Vachon@livefree.nh.gov](mailto:Robert.Vachon@livefree.nh.gov)  
RFP Reference: NH Brochure Distribution RFP

#### **4.4. Restriction on Contact with State Employees**

4.4.1. From the date of release of this RFP until an award is made, all communications with personnel employed by or under contract with the State regarding this RFP is forbidden unless first approved by the point of contact set forth in Section 4.4

### **5. SPECIFIC REQUIREMENTS**

#### **5.1. Proposal Content**

5.1.1. A written one-page introductory statement including:

- Experience in providing services as described in Section 3
- Expertise of participating individuals performing major duties and functions under the proposed contract including roles, responsibilities and qualifications.

5.1.2. Submit brochure distribution rate structure.

5.1.3. Offeror shall provide a thorough description of its plans and approach for accomplishing the requirements of *Section 3: Scope of Work*.

5.1.4. Complete Contractor Data Sheet (Attachment C)

5.1.5. Demonstrate the Offeror's financial capability to provide the work described in Section 3: Scope of Work

5.1.6. Financial Statements. Offeror shall provide audited annual financial statements including the balance sheet, income statements, statement of cash flows and statement of

shareholders' equity for the last three fiscal years.

5.1.7. Prior Litigation. Offeror shall provide information pertaining to all past (within last five (5) years), present, or anticipated lawsuits or litigation that have been brought by or against the Offeror's company, subsidiary company, or parent company. The Offeror shall include all legal actions that were settled before trial and that are not deemed confidential.

5.1.8. Explain previous contracted services provided to State, if any

## **5.2: Proposal Procedures**

5.2.1. Proposals should be as thorough and detailed as possible, so that BVS may properly evaluate Offeror capabilities to provide the required services. Responses must be structured as outline below. Offerors are required to submit the following items as a complete proposal.

5.2.2. Each copy of the proposal must be in a single volume. Proposals must be prepared simply and economically, providing straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. The State is not responsible for the cost of proposals.

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

5.2.4. All information requested must be submitted. Failure to submit this information at time of bid by deadline will render your proposal non-compliant and will result in disqualification.

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

## **6. EVALUATION AND AWARD CRITERIA**

6.1. All proposals will be evaluated for responsiveness to the RFP by a Selection Committee comprised of representatives from BEA.

6.2. All written proposals will be evaluated and scored on the basis of the following criteria,

which will be accorded the relative weight indicated in parentheses:

- a. Scope of Work: Evaluation of Offeror's response to Section 5.1.3 (40%)
- b. Experience: Evaluation of Offeror's response to Section 5.1.1 (30%)
- c. Brochure Distribution Rate Structure (20%)
- d. References (10%)
- e. Total (100%)

- 6.3. Offeror(s) must meet a minimum threshold of 60 points for consideration. Offeror(s) deemed to be best qualified among the written proposals will be identified on the basis of evaluation factors stated in Section 6.2. The Selection Committee will make a recommendation for selection of Contractor(s) to the Commissioner of BEA.
- 6.4. The Agency reserves the right to make independent investigations in evaluating Proposals, request additional information to clarify elements of a Proposal, waive minor or immaterial deviations from the RFP requirements, if determined to be in the best interest of the State.
- 6.5. The Selected Contractor(s) will be notified in writing. BVS and the Selected Contractor shall negotiate a contract containing the terms in the RFP/proposal. If BVS is unable to negotiate a satisfactory contract with a Selected Contractor, BVS reserves the right to end negotiations and begin negotiations with the next highest scoring offeror.
- 6.6. The proposed Contract(s) must be approved by the Governor and Executive Council. This process takes approximately four to six weeks after the execution of Contract. The Contract approved by the Governor and Executive Council will be effective July 1, 2019 or upon Governor and Executive Council approval, whichever date is earlier.

6.7. Proposed Timetable:

Request for Proposals Issued	Tuesday, April 30, 2019
Deadline for Questions	Monday, May 6, 2019, 4:00 PM
Responses to Questions	Thursday, May 9, 2019
Written Proposals Deadline	Monday, May 20, 2019, 2:00 PM
Companies Notified	Friday, May 24, 2019
Contract Deadline	Friday, June 5, 2019
Contract to Governor and Council	June 2019
Contract Start Date	July 1, 2019 (or upon G&C approval)

Note: BVS reserves the right to adjust this schedule as it deems necessary, at its sole discretion.

## 7. CONDITIONS

*Any prospective contractor must be willing to adhere to the following conditions and must positively state so in the proposal.*

- 7.1. **Ownership of Subsequent Products:** Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP is to be the sole property of the State unless stated otherwise in the contract.
- 7.2. **Conformance with Statutes:** Any contract awarded as a result of this RFP must be in full conformance with statutory requirements of the State.
- 7.3. **Amending or Canceling:** The State reserves the right to amend this RFP, prior to the due date if it is in the best interest of the State, or to correct inaccuracies resulting from clerical errors. Notwithstanding any other provision of this RFP, this RFP does not commit the State to award a Contract. The State reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.
- 7.4. **Rejection for Misrepresentation:** The State reserves the right to reject the proposal of any vendor for misrepresentation.
- 7.5. **Contract Format:** The successful Contractor(s) will be required to become an approved vendor through the online application (<https://admin.state.nh.us/purchasing/vendorregistration>) and sign or provide the following documentation:
  - **Service Contract Form – Form P-37 (Attachment D). Certificate of Authority/Vote.** This document is required for all business entities as it certifies that the person who signs the contract has been authorized to do so. The Contractor is required to provide this document on corporate letterhead, signed by the Chairman of the Board or similarly authorized person.
  - **Certificate of Good Standing.** This document is required for all contracts exceeding thirty (30) days. The certificates are issued by the New Hampshire Secretary of State's Office certifying that the corporation, partnership or trade name has been registered to do business in New Hampshire. Certificates of Good Standing shall be current and are renewable annually by April 1<sup>st</sup>.
  - **Certificate of General Liability Insurance.** This certificate is required to protect against all claims of bodily injury, death, or property damage in amounts not less than US\$250,000 per claim and US\$2,000,000 per incident, and fire and extended coverage insurance covering all BVS property in amounts of not less than 80% of the

whole replacement value of the property.

- 7.6. Speaking on behalf of the State of New Hampshire/BEA: Contractors are not authorized to represent the State's position to the public or media and must be authorized to provide information by BEA.
- 7.7. The resulting Contract may be modified only by written amendment, which has been executed and approved by the appropriate parties from the State and Contractor.
- 7.8. The State may terminate this agreement without cause by giving the Contractors sixty (60) days written notice before the effective termination date.
- 7.9. If for any reason, the Contractor fails to make a delivery date, the Contractor shall be assessed Liquidated Damages of \$1,000.00 per week, or portion thereof, until the delivery date is met. If the Contractor foresees an event beyond its reasonable or normal control and properly notifies BEA of such event – in writing – BEA may allow the Contractor to exceed a delivery date with no Liquidated Damages assessed.
- 7.10. The Agency reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an addendum to this RFP, the Agency, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.
- 7.11. The Proposer's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and work quoted have been established without collusion with other Proposers and without effort to preclude the Agency from obtaining the best possible competitive Proposal.
- 7.12. All materials received in response to the RFP shall become the property of the State and will not be returned to the Proposer. Upon Contract award, the State reserves the right to use any information presented in any Proposal.
- 7.13. Unless necessary for the approval of a contract, the substance of a Proposal must remain confidential until the Effective Date of any Contract resulting from this RFP. A Proposer's disclosure or distribution of Proposals other than to the Agency will be grounds for disqualification.
- 7.14. Pursuant to RSA 21-G:37, all responses to this RFP shall be considered confidential until the award of a contract. At the time of receipt of proposals, the Agency will post the

number of responses received with no further information. No later than five (5) business days prior to the submission of a contract to Governor and Executive Council pursuant to this RFP, the Agency will post the name, rank or score of each Proposer. In the event that the Contract does not require Governor and Executive Council approval, the Agency shall disclose the rank or score of the Proposals at least five (5) business days before final approval of the contract.

The content of each Proposer's Proposal shall become public information upon the award of any resulting Contract. Any information submitted as part of a response to this RFP must be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (<http://www.nh.gov/transparentnh/>). Accordingly, business financial information and proprietary information such as trade secrets, business and financial models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV. If you believe any information being submitted in response to this request for proposal, bid, or information should be kept confidential as financial or proprietary information; you must specifically identify that information in a letter to the Agency, and must mark/stamp each page of the materials that you claim must be exempt from disclosure as "CONFIDENTIAL". A designation by the Proposer of information it believes exempt does not have the effect of making such information exempt. The Agency will determine the information it believes is properly exempted from disclosure. Marking of the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted or honored. Notwithstanding any provisions of this RFP to the contrary, Proposers pricing will be subject to disclosure upon approval of the contract. The Agency will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential.

If the request is made to the Agency to view portions of a Proposal that the Proposer has properly and clearly marked confidential, the Agency will notify the Proposer of the request and of the date the Agency plans to release the records. By submitting a Proposal, Proposers agree that unless the Proposer obtains a court order, at its sole expense, enjoining the release of requested information, the Agency may release the requested information on the date specified in the Agency's notice without any liability to the Proposers

- 7.15. Notwithstanding any other provisions, of this RFP, this RFP does not commit the Agency to award a Contract. The Agency reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.
- 7.16. By submitting a Proposal, a Proposer agrees that in no event shall the Agency be either responsible for or held liable for any costs incurred by a Proposer in the preparation of or in connection with the Proposal, or for work performed prior to the Effective Date of a resulting Contract.

**7.17. From the time this RFP is published and until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any bidder that violates RSA 21-G:39 shall be subject to prosecution for an offense under RSA 640:2. Any bidder who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on any RFP or similar request for submission and every such bidder shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency. A bidder that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Administrative Services, which shall note that information on the list maintained by the State's internal intranet system, except in the case of annulment, the information shall be deleted from the list.**