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May 30, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Business and Economic Affairs to enter into a contract with Reach Global Marketing Ltd. (VC #273389), Toronto, Ontario, Canada, in the amount of \$400,000 for Canadian public relations and trade services, with the option to renew for an additional two-year period upon consent of both parties, effective upon Governor and Council approval for the period July 1, 2025 through June 30, 2027 . **100% General Funds**

Funding is anticipated to be available for Fiscal Years 2026 and 2027 and is contingent upon availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified.

3-22-022-221010-20190000, Tourism Development Fund:

	<u>FY26</u>	<u>FY27</u>
69-500567- Promotional Marketing Exp	\$200,000	\$200,000

EXPLANATION

This request seeks approval to enter into a two-year agreement with Reach Global Marketing Ltd. (Reach) to serve as New Hampshire’s public and trade relations representative in the Canadian market. The contract is to develop and execute an innovative, brand-aligned public relations and trade program complementing the Agency’s advertising/marketing program.

Request Summary

The Department of Business and Economic Affairs (BEA) is responsible for developing and promoting New Hampshire as a premier travel destination domestically and internationally. Tourism is a critical driver of the state’s economy, supported by nearly 70,000 jobs in tourism. In Fiscal Year 2024, Canadian visitor spending in New Hampshire surpassed \$2 billion, significantly benefiting local businesses, especially in rural and seasonal communities, and contributing to essential state and local tax revenues. Outdoor recreation alone accounted for nearly \$4 billion in economic impact in 2023, representing 3.4% of the state’s GDP and supporting approximately 32,000 jobs.

Although outbound travel from Canada has declined recently, New Hampshire is well positioned to attract Canadian visitors seeking a nearby, safe, and affordable international destination. Consistent representation and strategic public relations in the Canadian market are essential to maintaining top-of-mind awareness, bridging the gap between travel intentions and actual bookings, and capitalizing on opportunities as conditions improve. With over two-thirds of Canadians planning leisure trips this year, ongoing engagement through dedicated Canadian public relations and trade relations ensures New Hampshire remains a leading choice for Canadian travelers, supporting continued tourism growth and economic benefits for the state.

Justification

Canadian visitors are a key driver of New Hampshire's tourism economy, contributing over \$2 billion in visitor spending in FY24 and supporting nearly 50,000 travel and hospitality jobs. To maintain growth in this high-value international market, the Department of Business and Economic Affairs (BEA) requires dedicated public relations and trade representation in Canada.

Public relations services focus on securing earned media coverage—unpaid editorial content in trusted Canadian outlets such as *La Presse*, *The Globe and Mail*, and *Travelweek*. These placements build credibility and awareness, influence travel decisions, and position New Hampshire as a welcoming, affordable, and high-quality U.S. destination.

Trade services develop and maintain relationships with Canadian tour operators, travel agents, and online travel agencies (OTAs). These efforts include training programs, in-market sales missions, bookable itinerary development, and hosting familiarization (FAM) trips—all designed to drive bookings and increase the state's visibility in Canadian travel distribution channels.

Continued in-country representation ensures New Hampshire has a strong, consistent voice in a competitive market. It supports tourism partners statewide by promoting their offerings, strengthening cross-border connections, and keeping the state top-of-mind for Canadian travelers year-round.

Cost Considerations

Hiring a Canadian public relations and travel trade firm is essential, as BEA does not have the in-house expertise, local market knowledge, or established relationships with Canadian media, tour operators, and travel agents. In-country representation ensures culturally relevant messaging, access to trusted media outlets, and ongoing engagement with key industry partners—critical for driving visitation from this high-value international market.

Background

In-country representation has been critical to New Hampshire's sustained success in the Canadian travel market. Through consistent public relations and trade efforts, the state has secured valuable earned media in trusted outlets like *La Presse*, *Le Devoir*, and *Le Journal de Montréal/Québec*, delivering over 15 million impressions and generating stories across print, digital, and broadcast. These third-party endorsements build trust, drive awareness, and inspire travel by presenting New Hampshire as an authentic, accessible, and high-value destination.

On the trade side, representation has ensured strong relationships with Canadian tour operators, OTAs, and travel agents through sales calls, training sessions, trade shows, and seasonal outreach. These efforts have led to steady growth in partner participation from New Hampshire and increased visibility at major events with tens of thousands of attendees. Culturally relevant activations—such as pop-up general stores and experiential influencer promotions—have further elevated New Hampshire's brand. Continued in-market representation is essential to maintaining momentum and competitiveness in this key international market.

Procurement Process

BEA issued a Request for Proposal (RFP) on February 24, 2025, seeking an agency with expertise in Canadian public relations and trade services. Notice of the RFP was posted on visitnh.gov, nheconomy.com and admin.state.nh.us. Ten vendors submitted proposals by the March 20, 2025 deadline, which were reviewed and scored by a selection committee comprised of BEA staff (see

Schedule #2). After careful consideration, Reach Global Marketing Ltd. (Reach) was awarded the contract. The scoring summary is included as Schedule #3.

Reach stands out as the clear and most qualified choice for Canadian public relations and trade representation, offering a proposal that far surpassed all others in both depth and relevance. While not the lowest bidder, Reach provided the best overall value by demonstrating a strong understanding of the Canadian market—particularly the evolving political and cultural climate affecting U.S. travel sentiment. Their submission emphasized the importance of consistent, thoughtful messaging to ensure New Hampshire remains top-of-mind for Canadian travelers despite current challenges, positioning the state for long-term success and sustainable growth in this key international market.

With over 18 years of experience, Reach delivers innovative, results-driven strategies that strengthen brand presence and increase economic impact. Their extensive network of tourism and corporate contacts—including media, airlines, online travel agents, tour operators, and travel advisors—allows them to drive high-value earned media coverage, foster trade engagement, and build brand advocacy across Canada. Recognized with annual tourism board awards from leading Canadian travel and trade organizations since 2013, the agency has demonstrated consistent excellence in market representation.

Backed by a diverse team with expertise across government, corporate, tourism, digital, and hospitality sectors, Reach brings a well-rounded, data-informed approach to campaign development and execution. Their ability to build strategic partnerships, identify optimal distribution channels, and implement integrated programming makes them the ideal partner to help New Hampshire grow its Canadian visitation and visibility in a competitive international landscape.

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'T. Caswell', is written over a faint, illegible stamp or watermark.

Taylor Caswell
Commissioner

Department of Business and Economic Affairs
 Canadian Public Relations & Travel Trade Services RFP
 Proposal Scoring Criteria

SCHEDULE #1

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

	Max. Points
OVERALL EXPERIENCE OF COMPANY & DEMONSTRATED RESULTS The evaluation will include an assessment of the history of the company, experience as it relates to the requirements within this RFP, evidence of past performance, quality and relevance of past work, references, and related items.	30
EXPERIENCE AND QUALIFICATIONS OF KEY STAFF AND SUBCONTRACTORS (IF ANY) The evaluation will include an assessment of the qualifications and experience of your managerial team, staff, subcontractors, and related items.	25
STRATEGIC THINKING/PLANNING/INNOVATION Overall approach and strategy described/outlined in the proposal and the company's capacity to perform the engagement within the specified timeframe (prior experience of the firm in meeting timelines will be factored in here). Ability of the company to think beyond the now and be on the forefront of the changing landscape.	25
FAMILIARITY WITH NEW HAMPSHIRE AND THE STATE'S TOURISM INDUSTRY The evaluation will include the assessment of your understanding of the Agency and the state tourism industry and how this knowledge is integrated into the proposal.	10
BUDGET	10
TOTAL POINTS	100

**Department of Business and Economic Affairs
Canadian Public Relations and Travel Trade Services RFP
Proposal Review Committee**

Schedule #2

Michelle Cruz, Director

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

Michelle Cruz is the Director of the New Hampshire Division of Travel and Tourism. In this role she is dedicated to supporting the economic growth for the state of New Hampshire, through travel and tourism. Prior to her current role, Michelle was the Executive Director of the Mt. Washington Valley Chamber of Commerce. In this role she successfully spearheaded initiatives that enhanced local economic development, fostered collaboration among businesses and the community. With a deep understanding of public relations and strategic planning, Michelle played a key role in advancing the chamber's mission and improving its visibility within the region. Under her guidance, launched innovative marketing campaigns and events to support small businesses and local entrepreneurs. Michelle developed strong relationships with local government, businesses, and community leaders, and consistently promoted a thriving supportive environment for economic growth. Michelle's professional experience also includes Director of Education with the Mount Washington Observatory, where she gained valuable experience in outreach, collaboration, and a passion for community development.

Amy Bassett, Deputy Director

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

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

Kris Neilsen, Communications Manager

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

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

Estlin McLellan, Trade & Industry Relations Manager

Division of Travel & Tourism Development
100 North Main Street, Suite 100, Concord, NH 03301
603-271-2665 Estlin.E.McLellan@livefree.nh.gov

Estlin McLellan is the Trade and Industry Relations Manager at the New Hampshire Division of Travel and Tourism Development. With over five years of experience in her current role, she helps develop and implement domestic and international marketing strategies to promote New Hampshire to the travel trade. She represents the state at tourism conferences, events, and familiarization tours, fostering connections with industry leaders locally and globally. In addition to her marketing efforts, Estlin meets with industry professionals to promote state programs, build partnerships and drive growth. Her collaborative approach ensures New Hampshire remains a top destination for visitors and businesses.

Department of Business and Economic Affairs
 Canadian Public Relations
 Proposal Evaluation

SCHEDULE #3

Proposal Evaluation

Overall Experience and Qualifications
 Key Staff Experience and Qualifications
 Strategic Thinking
 Familiarity w/ NH and Tourism
 Budget
 TOTAL

	Roberts PR Toronto, ON, CA	Geared Co. Toronto, ON, CA	DQ Ottawa, ON, CA	Discover the World Delaville, ON, CA	Jason B. Connors Toronto, ON, CA	Kiva + Associates (KAI) Minden, ON, CA	Madison Media Tucson, AZ	Reach Global Marketing Toronto, ON, CA	Travel Alliance Partnership Catskillings, NY	WeDoThem Maitland, NH, CA
Overall Experience and Qualifications	84	83	93	89	88	91	80	116	104	87
Key Staff Experience and Qualifications	58	70	78	57	79	83	74	98	85	60
Strategic Thinking	63	75	74	55	79	77	69	95	82	57
Familiarity w/ NH and Tourism	15	23	22	17	23	25	23	40	30	19
Budget	27	22	30	23	28	28	32	38	30	18
TOTAL	247	273	287	221	297	304	286	385	331	241
Proposed Contract Cost	\$700,000	\$242,000	\$332,200	\$146,900	\$241,840	\$200,000	\$200,000	\$245,700	\$195,500	\$207,550

*Max points 400

Note: The RFP requested the bidder provide a proposed contract cost based on an annual contract price. The final contract price to be negotiated after contract award.

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Department of Business and Economic Affairs		1.2 State Agency Address 100 North Main Street, Suite 100 Concord, NH 03301	
1.3 Contractor Name Reach Global Marketing Ltd.		1.4 Contractor Address 370 King St. W. Box 452, Ste 452 Toronto, ON M5V1J9	
1.5 Contractor Phone Number 1-416-341-0245	1.6 Account Unit and Class 10-022-20190000-69-500567	1.7 Completion Date 6/30/2027	1.8 Price Limitation \$400,000
1.9 Contracting Officer for State Agency Taylor Caswell, Commissioner		1.10 State Agency Telephone Number 603-271-2665	
1.11 Contractor Signature  Date: 05/28/25		1.12 Name and Title of Contractor Signatory Charmaine Singh, President & CEO	
1.13 State Agency Signature  Date: 5/30/2025		1.14 Name and Title of State Agency Signatory Taylor Caswell, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Assistant Attorney General On: June 5, 2025			
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.

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.

Contractor Initials CS
Date May 28, 2025

**EXHIBIT A
SPECIAL PROVISIONS**

The State of New Hampshire accepts that Reach Global Marketing Ltd. (Reach) is not required to hold workers compensation insurance per Canadian Workplace Safety and Insurance Board (WSIB) as the travel industry is exempt. The contract may be renewed for two years upon Governor and Council approval.

**EXHIBIT B
SCOPE OF SERVICES**

Reach will serve as the New Hampshire Department of Business and Economic Affairs (BEA) Canadian public relations and travel trade media representative. Reach will develop and execute an innovative, brand-aligned public relations/trade program, targeting a variety of channels, complementing BEA's advertising/marketing. Specific details as follows:

1. PUBLIC RELATIONS

- 1.1 Reach will create, implement and manage a 12-month regional and national media relations outreach strategy and hosting program that supports New Hampshire's promotional campaigns and initiatives that results in trackable media coverage. The plan will:
 - 1.1.1 Generate positive exposure for New Hampshire through consumer and industry mediums with direct tiebacks to return on investment and qualitative measurement results.
 - 1.1.2 Include a robust and creative activation or program to support a seasonal and/or a niche consumer advertising campaign initiative.
- 1.2 Plan and execute a media and trade reception in Montreal or other agreed on market. Secure top-tier Canadian media and travel trade representatives for the reception. The event will incorporate the New Hampshire tourism industry, as well as BEA staff.
- 1.3 Creation of recommended Canadian media target lists for print, online and broadcast that aligns with New Hampshire's brand, quality, and strategic objectives. Included in this list should be the rationale and timing.
- 1.4 Provide strategic counsel to BEA for emergency/crisis situation, reactive media requests and general press inquiries.
- 1.5 Develop and execute a Canadian visiting journalist program, securing a minimum of six individual press trips annually.
- 1.6 Represent BEA at Canadian media marketplace events as strategically identified and mutually agreed upon.

2 TRAVEL TRADE

- 2.1 Create, implement and manage of a 12-month Canadian travel trade strategy.
- 2.2 Facilitate proactive meetings and trainings with the Canadian travel trade. Develop and maintain a list of travel trade target list.

- 2.3 Develops and creates quarterly newsletters for the travel trade.
- 2.4 Maintain active industry memberships as strategically identified and agreed upon including but not limited to: Discover America and Travel Media Association of Canada.
- 2.5 Reach will develop, execute and maintain a proactive tour development bureau, including storage and distribution of itineraries/tour concepts, updated trade kit/materials, image library, promotional material, and collateral.
- 2.6 Coordinate and execute key consumer and trade show events on behalf of BEA including Discover America Day, Montreal Outdoor Travel & Adventure Show, Bienvenue Quebec, International Tourism and Travel Show, International Pow Wow, and other shows as mutually and strategically agreed upon.
- 2.7 Attend and potentially present at New Hampshire tourism events; and other mutually agreed upon events.

3 ADMINISTRATIVELY

- 3.1 Provide a monthly report to include achieved clips with earned media and impressions – statewide and categorized by region; stories pitched - who, what and current status; media interactions; summary of trade meetings/trainings; ongoing general project status; and relevant Canadian economic, political, and tourism updates. All monthly reports are due on the 5th of each month.
- 3.2 Provide individual special project reports within 30 days of project completion that includes: project summary, participants, financials, distribution, and future recommendations. Special projects include exhibitor or appointment trade/travel shows attended, sales missions and media receptions.
- 3.3 Provide translation for content and promotional materials.
- 3.4 Work collaboratively with BEA's Agency of Record on special projects.
- 3.5 Store BEA's promotional materials and collateral.
- 3.6 Hold bi-monthly team meetings, quarterly editorial brainstorm meetings, providing notes from meetings and tracking of follow ups.
- 3.7 All materials and products prepared and provided by Reach for BEA will become the property of BEA, upon payment, unless otherwise agreed to in writing by both parties.
- 3.8 Reach is not authorized to represent the State's position to the public or media and must be authorized to provide information by BEA.

**EXHIBIT C
PAYMENT TERMS**

Reach will invoice the BEA monthly based on twelve equal retainer amounts of \$7,100 in USD for agency fees. Press trips, special projects and out of pocket expenses will be billed on the monthly invoice in progress. Total amounts for each category will not exceed the amounts specified below unless by written agreement. All external expenses will be invoiced at net costs with corresponding back-up. Total expenses for all services shall not exceed the total contract award for each fiscal year of \$200,000 USD.

Retainer Fees	\$ 85,200
Public Relations & Marketing	\$ 74,800

Projects may include:

- Individual or group media trips,
- Canadian influencers,
- Brand partnerships: and/or
- In-market events.

Travel Trade	\$ 30,000
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Projects may include:

- Consumer shows
- Travel trade shows
- Educational workshops & webinars
- Sales calls
- Trade familiarization tours

<u>Out of Pocket</u>	<u>\$ 10,000</u>
Total	\$200,000 (per fiscal year)

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

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

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

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 745529

Certificate Number: 0007092691



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 March A.D. 2025.

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

David M. Scanlan

Secretary of State

Business Information

Business Details

Business Name: REACH GLOBAL MARKETING LTD.	Business ID: 745529
Business Type: Foreign Profit Corporation	Business Status: Good Standing
Business Creation Date: 06/02/2016	Name in State of Incorporation: REACH GLOBAL MARKETING LTD.
Date of Formation in Jurisdiction: 06/02/2016	Mailing Address: NONE
Principal Office Address: 370 King St. W Suite 452, Toronto, Ontario, M5V1J1, CAN	
Citizenship / State of Incorporation: Foreign/Canada	
Duration: Perpetual	Last Annual Report Year: 2025
Business Email: karyn@reachglobal.ca	Next Report Year: 2026
Notification Email: karyn@reachglobal.ca	Phone #: 416-301-7754
	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / Professional, Scientific, and Technical Services. Marketing Consulting Services.	

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Principals Information

Name/Title	Business Address
Charmaine Singh / President	370 King St. W Suite 452, Toronto, M5V1J, CAN
Karyn Sheffe / Chief Financial Officer	370 King Street West, Suite 452, Toronto, Ontario, M5V 1, CAN

Page 1 of 1, records 1 to 2 of 2

Registered Agent Information

Name: REGISTERED AGENTS INC

Registered Office Address: 84 W BROADWAY, STE 200, DERRY, NH, 03038, USA

Registered Mailing Address: 84 W BROADWAY, STE 200, Derry, NH, 03038, USA

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
No records to view.			

[Filing History](#)

[Address History](#)

[View All Other Addresses](#)

[Name History](#)

[Shares](#)

[Businesses Linked to Registered Agent](#)

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CORPORATE RESOLUTION

For

REACH GLOBAL MARKETING LTD.

CERTIFICATE OF AUTHORITY

I, Karyn Sheffe, Chief Financial Officer of Reach Global Marketing Ltd., a Canadian Corporation (the "Company"), do HEREBY certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on May 28, 2025 at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout and that such resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

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

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

Yours very truly,

Karyn Sheffe

Karyn Sheffe (May 28, 2025 10:17 EDT)

Karyn Sheffe, Chief Financial Officer

28/05/2025

info@reachglobal.ca

T +1 416 341 0245

M +1 416 317 0838

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

reachglobal.ca



May 28, 2025

To whom it may concern,

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

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

This information can be viewed at the following link:

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

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

Best,

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

Charmaine Singh
President & CEO

info@reachglobal.ca

T +1 416 341 0245

M +1 416 317 0838

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

reachglobal.ca

CERTIFICATE OF INSURANCE

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

Named Insured: REACH GLOBAL MARKETING LTD. 370 King St. W, Box 452, Ste 452 Toronto, ON M5V 1J9	Insurance Broker: Heart Lake Insurance Brokers Inc. 220 Advance Blvd., Suite 201 Brampton, ON L6T 4J5 Phone: (905) 840-0064 Fax: (905) 840-0061
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Description of Operations: Official Marketing Agency of Canada

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy terms shown and are subject to all the terms, conditions, and exclusions of such policies

LIMITS SHOWN MAY BE REDUCED BY PAID CLAIMS

TYPE OF INSURANCE:

COMMERCIAL GENERAL LIABILITY: includes Primary and Non-Contributory clause

INSURER:	INTACT INSURANCE
POLICY NUMBER:	501285315
TERM:	August 18, 2024 to August 18, 2025
LIMIT(S):	\$5,000,000 inclusive per occurrence for Bodily Injury and Property Damage \$5,000,000 Products and Completed Operations Aggregate \$5,000,000 General Aggregate \$5,000,000 Employer's Liability – Volunteer Compensation \$25,000 Privacy Breach Expense Endorsement \$1,000,000 Tenants Legal Liability

NON-OWNED AUTOMOBILE:

INSURER:	INSURANCE
POLICY NUMBER:	501285315
TERM:	August 18, 2024 to August 18, 2025
LIMIT(S):	\$5,000,000 Third Party Liability

DIRECTORS & OFFICERS LIABILITY:

INSURER:	CFC Underwriting Limited
POLICY NUMBER:	DON0240327616
TERM:	April 24, 2025 to April 24, 2026
LIMIT(S):	\$1,000,000 Individual Cover \$1,000,000 Entity Cover \$1,000,000 Employment Practices

CYBER INSURANCE:

INSURER:	CFC Underwriting Limited
POLICY NUMBER:	ESN0240326884
TERM:	April 25, 2025 to April 25, 2026
LIMIT(S):	\$2,000,000 Incident Response \$250,000 Funds Transfer Fraud \$2,000,000 Income Loss & Extra Expense

CERTIFICATE HOLDER(S):

Department of Business and Economic Affairs State of New Hampshire 100 North Main Street, Concord NH 03301	
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DATE: May 28, 2025	AUTHORIZED REPRESENTATIVE: Bisi Ashabo 
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