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



June 9, 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 Strategic Marketing & Research Insights, LLC (Vendor #274267), Indianapolis, IN in the amount of \$1,200,000 for research services, with the option to renew for an additional four-year period upon consent of both parties, effective upon Governor and Council approval for the period July 1, 2025 through June 30, 2029.  
**100% General Funds**

Funding is anticipated to be available for the Fiscal Year 2026 through Fiscal Year 2029 and is contingent upon availability and continued appropriation of funds, as follows, with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office, if needed and justified.

03-22-022-221010-2013, Division of Travel-Tourism:

	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>
069-500567- Promotional Marketing Exp	\$300,000	\$300,000	\$300,000	\$300,000

**EXPLANATION**

This request seeks approval to enter into a four-year agreement with Strategic Marketing & Research Insights, LLC (SMARI). This contract will help the state better understand how well its tourism marketing is working and where improvements can be made. The information gathered through this partnership will play a key role in deciding how, where, and when to advertise New Hampshire—making sure money is spent in the smartest way possible and aimed at the people most likely to visit New Hampshire.

**Request Summary**

The Department of Business and Economic Affairs (BEA) is responsible for developing and promoting New Hampshire, both domestically and internationally, as a preferred travel destination. The goal is to increase visitation, visitor spending, business activity, and employment throughout the state.

To support these efforts, BEA requires a comprehensive research program to evaluate advertising effectiveness, measure return on investment, and provide expert insights into the state's tourism industry. BEA and its partners use the research findings to inform strategic decisions and strengthen New Hampshire's position as a premier, year-round tourist destination. Additionally, this data plays a critical role in economic development by helping potential tourism-related businesses assess market viability and determine optimal locations to start or expand operations within the state.

100 North Main Street  
Suite 100  
Concord, New Hampshire 03301

603.271.2341

visitnh.gov nheconomy.com choosenh.com

**Justification**

Tourism is New Hampshire's second-largest industry, making it a critical pillar of the state's economy. In order to grow this sector and stay competitive in a crowded and constantly evolving travel market, marketing strategies must be grounded in high-quality, reliable research. Creative campaigns alone are not enough — they must be informed by data that identifies who potential visitors are, what motivates them, and how best to reach them.

Research enables New Hampshire to make strategic, targeted, and cost-effective marketing decisions. It helps determine which markets have the highest growth potential, how the state's assets compare to competitors, and what messages will most effectively inspire travel. Beyond planning, research is equally essential in measuring performance. Understanding the return on investment (ROI) of advertising efforts ensures accountability for public spending and provides a roadmap for continual improvement. With national tourism trends showing signs of volatility, having up-to-date, actionable insights is more important than ever.

**Cost Consideration**

Hiring a firm that specializes in tourism research is essential, as BEA does not have the in-house expertise, tools, or methodological resources required to conduct complex, industry-standard studies. Specialized firms bring the experience, benchmarking, and analytical rigor needed to produce actionable insights and measure marketing effectiveness at a level that internal resources cannot match.

**Background**

Since partnering with SMARInsights in late 2016, BEA has significantly enhanced its ability to market New Hampshire as a travel destination using data-driven insights. Research has enabled BEA to move beyond anecdotal or qualitative assessments and instead ground marketing strategies in measurable performance metrics.

Over the past several years, tourism in New Hampshire has experienced steady growth in both visitor volume and related spending, trends that have outpaced national averages. While no single factor can claim full credit, the ability to make informed marketing decisions based on comprehensive research has clearly contributed to this success. Insights gained through SMARI have helped BEA refine target audiences, improve messaging, test creative concepts, and maximize return on investment through more efficient media planning.

This partnership has been instrumental in ensuring New Hampshire's tourism marketing efforts are not only creative but also accountable, adaptive, and effective, supporting the state's broader economic goals and reinforcing its position as a leading year-round destination.

**Procurement Process**

BEA issued a Request for Proposal (RFP) on February 27, 2025, seeking a research agency with expertise in the travel and tourism industry. Notice of the RFP was posted on [visitnh.gov](http://visitnh.gov), [nheconomy.com](http://nheconomy.com) and [admin.state.nh.us](http://admin.state.nh.us). Five vendors submitted proposals by the March 21, 2025 deadline, which were reviewed and scored by a selection committee comprised of BEA staff (see Schedule #1). After careful consideration, Strategic Marketing & Research Insights, LLC (SMARI) was awarded the contract. The scoring summary is included as Schedule #3.

SMARI's proposal is the second lowest in price of 5 bidders. However, they stood out as the strongest, offering the greatest overall value with a clear understanding of New Hampshire's tourism goals and a proven commitment to maximizing the state's marketing investment as reflected in the scoring. To meet BEA's ongoing research needs, contracting with SMARI is recommended as they demonstrated budget consciousness and NH market qualifications to best support this contract's needs.

With over 20 years of experience in tourism-focused research, SMARI has developed an industry-recognized methodology for measuring advertising effectiveness and ROI—adopted by state and city tourism offices nationwide. For the past eight years, they've been a trusted partner to BEA, consistently providing strategic insights and valuable guidance, including critical support during the pandemic.

SMARI's client portfolio includes top destinations such as Visit California, Texas Tourism, Pure Michigan, and the Hawaii Tourism Authority, reflecting the quality and credibility of their work. Their services go beyond ad effectiveness to include brand studies, market segmentation, creative testing, and resident sentiment analysis—each tailored to the unique needs of destination marketing.

Their team brings deep industry expertise, with many staff members having worked within tourism boards and agencies. Contracting with SMARI ensures New Hampshire's tourism marketing will be data-driven, strategic, and accountable—delivering smarter decisions, stronger performance, and greater return on investment.

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 'Taylor Caswell', with a stylized initial 'T' and 'C'.

Taylor Caswell  
Commissioner

Department of Business and Economic Affairs  
 Research 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.

	<b>Max. Points</b>
<b>OVERALL EXPERIENCE OF COMPANY &amp; DEMONSTRATED RESULTS</b> 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.	<b>30</b>
<b>EXPERIENCE AND QUALIFICATIONS OF KEY STAFF AND SUBCONTRACTORS (IF ANY)</b> The evaluation will include an assessment of the qualifications and experience of your managerial team, staff, subcontractors, and related items.	<b>25</b>
<b>STRATEGIC THINKING/PLANNING/INNOVATION</b> 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.	<b>25</b>
<b>FAMILIARITY WITH NEW HAMPSHIRE AND THE STATE'S TOURISM INDUSTRY</b> 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.	<b>10</b>
<b>BUDGET</b>	<b>10</b>
<b>TOTAL POINTS</b>	<b>100</b>

**Department of Business and Economic Affairs  
Research 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](mailto: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](mailto:Amy.O.Bassett@livefree.nh.gov)

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

**Kris Neilsen, Communications Manager**

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

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

**Jocelyn Bouchard, Marketing Coordinator**

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

Jocelyn Bouchard is the Marketing Coordinator at the New Hampshire Division of Travel and Tourism Development. In her role, she works closely with industry partners to coordinate media and journalist familiarization tours to showcase New Hampshire as a premier travel destination. She also contributes digital content to the state's tourism website and to the division's Visitor's Guide Magazine. She supports specialized marketing and research projects, assists with content management across multiple departmental websites, and maintains functions of the New Hampshire Film Bureau such as database management, crew and location referrals, and permitting support.

Department of Business and Economic Affairs  
 Research Services  
 Proposal Evaluation

SCHEDULE #3

	<u>Future Partners</u> San Francisco, CA	<u>Level 7</u> Victor, NY	<u>SMARInsights</u> Indianapolis, IN	<u>The Research Associates</u> New York, NY	<u>Tourism Economics</u> Wayne, PA
Proposal Evaluation					
Overall Experience and Qualifications	81	59	87	56	84
Key Staff Experience and Qualifications	64	41	75	47	68
Strategic Thinking	62	43	63	43	65
Familiarity w/NH and Tourism	22	12	30	10	17
Budget	22	27	27	14	18
<b>TOTAL</b>	<b>251</b>	<b>182</b>	<b>282</b>	<b>170</b>	<b>252</b>
<b>Proposed Contract Cost</b>	<b>\$524,425</b>	<b>\$255,100</b>	<b>\$300,000</b>	<b>\$736,000</b>	<b>\$318,500</b>

\*Max points 300

Note: RFP requested bidder provide cost based on annual proposed contract price.

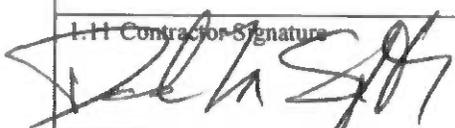
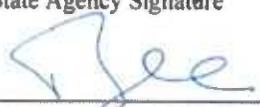
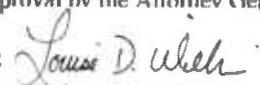
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 Strategic Marketing & Research Insights, LLC		1.4 Contractor Address 135 N. Pennsylvania Street, Suite 1330  Indianapolis, IN 46204	
1.5 Contractor Phone Number 317-574-7760	1.6 Account Unit and Class 10-022-20130000-69-500567	1.7 Completion Date 6/30/2029	1.8 Price Limitation \$1,200,000
1.9 Contracting Officer for State Agency Taylor Caswell, Commissioner		1.10 State Agency Telephone Number 603-271-2665	
1.11 Contractor Signature  Date: 5/29/25		1.12 Name and Title of Contractor Signatory DAVID M. SEIFERTY PRESIDENT	
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:  Louise Williams, Asst. AG On: June 9, 2025			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

  
 Contractor Initials  
 Date 5/29/25

**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.

Contractor Initials   
Date 5/29/25

## 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   
Date 8/29/25

**EXHIBIT A  
SPECIAL PROVISIONS**

The contract may be renewed for four years upon Governor and Council approval.

**EXHIBIT B  
SCOPE OF SERVICES**

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

**1. SCOPE OF WORK**

**1.1 Advertising Effectiveness & Return on Investment Study**

**1.1.1 Seasonal Campaigns (Fall, Winter, Spring/Summer), must include but not limited to:**

- Gauge advertising awareness of the campaign.
- Measure the efficiency of the media investment.
- Gather consumer reaction to the campaign creative.
- Assess advertising impact by comparing the perceptions and behaviors of those aware of the ads to the same measures among those not aware of the ads.
- Quantify ad-influenced trips, visitor spending, and return on investment.
- Compare research results across market groups; and
- Provide insights to guide marketing decision-making.

**1.1.2 Joint Promotional Program**

- Using the same methodology for the seasonal campaign advertising effectiveness and return on investment study. Evaluate participant's programs to determine the return on the state's investment.

**1.1.3 Annual Fiscal Year Return on Investment report.**

**1.2 Economic Impact**

**1.2.1 Online Travel Impact Dashboard**

- Seasonally – Fall, Winter, Spring, Summer
- Broken down to following:
  - Regionally (7 regions)
  - By County (10 counties)
- Must include but not limited to:
  - Total Spending

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- Visitor Spending by Commodity Purchased
- Visitor Spending by Type of Accommodation
- Earnings
- Employment
- Tax Receipts
- Overnight Visitor Volume: Party Nights
- Overnight Visitor Volume: Party Trips
- Overnight Visitor Volume: Person Nights
- Overnight Visitor Volume: Person Trips
- Average Overnight Spending: Per Party Night
- Average Overnight Spending: Per Party Trip
- Average Overnight Spending: Per Person Night
- Average Overnight Spending: Per Person Trips
- Subcategories
  - Accommodation
  - Arts, Entertainment & Recreation
  - Food Service
  - Food Stores
  - Local Transportation & Gas
  - Retail Sales
  - Visitor Air Transportation

**1.2.2 Online Travel Barometer to include but not limited to:**

- State Travel Impacts
- Meals & Rentals Tax Revenues
- Rooms & Combo Sales
- Employment
- Transportation
- Traffic Counts
- Price Indicators and Indexes
- Lodging Trends

**1.3 Consumer Perception Study**

**1.3.1** Assess the overall image of New Hampshire from the perspective of current and potential visitors.

**1.3.2** Identify key attitudes/perceptions about New Hampshire as a destination, including perceptions of its key strengths and weaknesses.

**1.3.3** Define the prevailing market position, or positioning profile, of the area in the context of consumer perceptions vis-à-vis those of key competitors, which are driven by imagery and selection criteria.

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- 1.3.4 Investigate the competitive landscape and identify ways in which New Hampshire can differentiate and position itself as the preferred destination.
- 1.3.5 Identify key motivators – both rational (product) and emotional – to visitation of the area and its key competitors and how the state can prompt additional consideration and visitation.
- 1.3.6 Determine New Hampshire's key features and benefits offered to visitors, both overall and as it might vary by market; and
- 1.3.7 Recommend a sustainable brand and image strategy with accompanying measures for success.

**1.4 Other Reports/Projects**

- 1.4.1 Creative testing to evaluate the ads in terms of overall appeal, communication of key brand messages, and the ability to generate interest in visiting New Hampshire.
- 1.4.2 Resident Sentiment Study
- 1.4.3 Market Research to determine new markets whether drive or fly.
- 1.4.4 Website Functionality and Effectiveness Study
- 1.4.5 Seasonal Forecast (Fall, Winter, Summer)
  - Provide forecast for the seasonal spending and visitation.
- 1.4.6 Work with Agency on special research projects.

**2. MANAGEMENT**

- 2.1.1 Meet regularly with Agency.
- 2.1.2 Participate in Agency partner meetings virtually or in person.
  - Attend and potentially present at New Hampshire Tourism events.

**EXHIBIT C  
PAYMENT TERMS**

SMARI will invoice BEA for professional fees at the beginning of each month. Costs associated with special or optional projects and out of pocket expenses will be billed by the 15<sup>th</sup> of the following month. All outside vendor costs will be billed at cost and copies of all vendor invoices and all out of pocket expenses will be included. Total amounts for each category specified

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below can be adjusted by written agreement between the two parties. Total expenses for all services shall not exceed the total contract award for each fiscal year of \$300,000.

<u>Study</u>	<u>Cost</u>	<u>Study</u>
Advertising Effectiveness Study		
• Summer Study	\$ 28,750	Annually
• Summer & Return on Investment	\$ 28,750	Annually
• Fall	\$ 18,500	Annually
• Winter	\$ 27,500	Annually
Economic Impact	\$ 80,000	On-going
Creative Testing	\$ 25,000	As needed
Consumer Perception Study	\$ 35,000	Once in four years
Joint Promotional Program Effectiveness Study	\$ 65,000	Biennial
Resident Sentiment Study	\$ 50,000	Biennial
Seasonal Forecast	\$ 7,000	3 times per year
Website Functionality and Effectiveness Study	\$ 24,000	Biennial
New Market Research	\$ 25,000	Once in four years

SMARI will provide a written estimate of work for BEA approval in advance of beginning work on special or optional projects. The estimates will detail the nature of the work and the associated costs. SMARI will adhere to these costs as the estimates, once signed by BEA, form the contract between the two parties. Should there be a change in scope of services to be provided, SMARI will revise the estimate and seek approval from BEA 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 5<sup>th</sup> day of each month.

Professional fees will be invoiced at the beginning of each month. Itemized monthly invoices are to be submitted by the 15<sup>th</sup> of the following month. The state payment terms are net 30.

Initial:   
Date: 5/29/25

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

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that STRATEGIC MARKETING & RESEARCH INSIGHTS LLC is a Indiana Limited Liability Company registered to transact business in New Hampshire on June 17, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 746328

Certificate Number: 0007189772



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 28th day of May A.D. 2025.

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

David M. Scanlan  
Secretary of State

# SMARInsights

## Certificate of Authority

FOR

### STRATEGIC MARKETING & RESEARCH INSIGHTS LLC

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

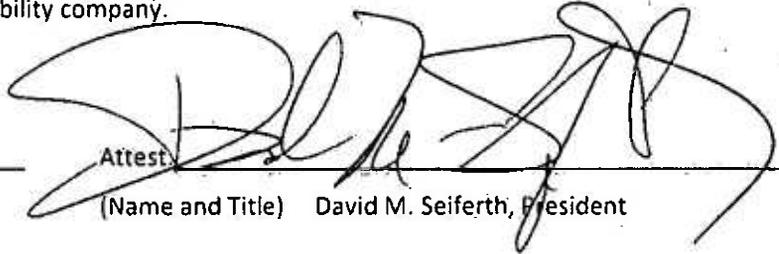
I certify that I am authorized to bind the limited liability company.

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

Date:

5/29/25

Attest



(Name and Title) David M. Seiferth, President



AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

AGENCY KNIGHT PEREZ GROUP LLC		NAMED INSURED STRATEGIC MARKETING & RESEARCH INSIGHTS LLC	
POLICY NUMBER P1000241696, Q97-1743889, Q25-0175746, Q85-5105160			
CARRIER HISCOX INS CO INC	NAIC CODE 10200, 2627	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate Of Liability Insurance

\*\*Certificate Holder Name:

Department of Business and Economic Affairs- State of New Hampshire