



STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION of TRAVEL and TOURISM DEVELOPMENT
172 Pembroke Road, Concord, New Hampshire 03301

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**Department of Resources and Economic Development
Content Marketing Services and Publication Development
Request for Proposals**

Issue Date: Wednesday, June 14, 2017

Title: Content Marketing Services and Publication Development

Issuing Agency: State of New Hampshire
Department of Resources and Economic Development
Division of Travel & Tourism Development
172 Pembroke Road
Concord, NH 03301

Period of Contract: Upon Governor and Executive Council approval through June 30, 2019

Proposal Deadline: Tuesday, July 11, 2017
**Proposal must be received at DRED not later than 3:00 p.m.*

All inquiries for information should be directed to:

Amy Bassett, Deputy Director
Email: amy.bassett@dred.nh.gov

If proposals are mailed, send directly to issuing agency shown above. If proposals are hand-delivered, deliver to receptionist at DRED office, 172 Pembroke Road, Concord, NH 03301.

1. Purpose:

The purpose and intent of this Request for Proposals (RFP) is to enter into a contract upon Governor and Executive Council approval through June 30, 2019 with an option to renew through June 30, 2021, upon the agreement of both parties and the Governor and Executive Council.

The qualified firm will serve as the NH Department of Resources and Economic Development (DRED), Division of Travel and Tourism Development's (DTTD) content marketing partner. DTTD seeks a company to develop and execute an innovative, brand-aligned content strategy that includes a variety of channels – visitnh.gov, blog, social, search engine optimization (SEO), and the Official New Hampshire Visitors Guide.

Travel and Tourism is New Hampshire's second largest industry, producing \$5.5 billion in visitor spending and employing 68,000 full- and part- time jobs. DTTD oversees a variety of marketing activities, including branding, advertising, public relations, and tradeshows/consumer events.

2. Definitions:

“Selected Vendor” refers to the Offeror under this Request for Proposals (RFP) with which the Department of Resources and Economic Development (DRED) negotiates a contract. The terms in this RFP referring to “Selected Vendor” represent contract terms that will be a part of the final contract.

“Offeror” refers to any individual, corporation, partnership or agency that responds in writing to this RFP. “State” refers to the State of New Hampshire; “DTTD” refers to the Division of Travel and Tourism Development.

The “Contract” is the resulting contract entered into between DRED and the successful Offeror.

3. Objectives:

The selected vendor will support brand awareness by consistently curating relevant and valuable content across multiple channels and platforms. The following must be achieved:

- Aggregate editorial content, creating holistic approach to content marketing
- Increase/reinforce brand awareness
- Optimize media spend
 - Leverage paid media campaign target demographics/travel behaviors
- Expand user base
- Increase engagement
- Convert leads into visitors

4. Scope of Work:

Using a \$100,000 funding level, proposals must be based on a 12-month period of time and address each item listed below.

- Develop and execute a brand-aligned content strategy that includes the following:
 - visitnh.gov

- Copy development for site (currently under redevelopment)
 - Consumer emails
 - Approximately three (3) emails per month
 - Blog
 - Approximately three (3) blog posts per week, includes both written and video posts
 - Daily content for all social channels, including but not limited to:
 - Facebook - facebook.com/VisitNH
 - Twitter - twitter.com/visitnh
 - Pinterest - pinterest.com/visitnh
 - Instagram - instagram.com/visitnh
 - YouTube - youtube.com/VisitNewHampshire
 - In cooperation with DTTD's Agency of Record (AOR) Search Engine Optimization (SEO)
 - Produce annual New Hampshire Visitors Guide
 - Editorial copy, layout designs, photography, printing
 - Technical specifications included in Section 5
 - Advertising sales
 - In cooperation with DTTD's AOR, determine content pillars
 - Develop global editorial calendar
 - Content mapping
 - Content production
 - Editorial plan for each channel/schedule
- Create, publish, and distribute content for each channel
 - In tandem with AOR and digital team, contribute to persona development
 - Reporting
 - Provide monthly/annual reporting, transferring relevant data to DTTD's dashboard

5. Guidebook Specifications

5.1. Concept, Design, Layout, Editorial, Proofing

- 5.1.1. The Contractor will be responsible for the development of all editorial copy, layout designs, selection of photography, and production, under the guidance and approval of DTTD.
- 5.1.2. The Contractor will work with DTTD's AOR to develop a brand-aligned guide.
- 5.1.3. The Contractor will provide space for free listings, including names, location, phone number, and web site.

- 5.1.4. The Contractor will handle all negotiations with photographers on usage fees.
- 5.1.5. Primary subcontractors to be used, including printer, will be supplied in writing to DTTD by the Contractor. Any change in the printing or other primary subcontractors will be subject to approval by DTTD, which approval will not be unreasonably withheld.
- 5.1.6. Upon completion of this contract or termination of this contract, DTTD will retain all rights of ownership to all materials.

5.2. Copywriting/Editorial

- 5.2.1. Contractor's staff will coordinate with DTTD to make sure all listings are current and verified before publishing.
- 5.2.2. In accordance with the direction of the State, the Contractor will be responsible for developing and writing all editorial copy including at least four feature stories and a roundup of New Hampshire's seven regions.
- 5.2.3. The Contractor will be responsible for coordination of contributing writers/editorial.

5.3. Advertising Sales

- 5.3.1. Contractor will sell display advertisements starting a minimum of a third page ad.
- 5.3.2. The Contractor will develop and provide a media kit under the guidance and approval of DTTD.
 - The Contractor will only be permitted to charge the advertising rates approved in writing by DTTD.
- 5.3.3. The Contractor will be responsible for all aspects of marketing, billing and collections and all other activities in association with the selling of advertisements for the Visitors Guide.
- 5.3.4. The Contractor will solicit advertising statewide in order to present the greatest geographic balance and tourism product offering possible.
- 5.3.5. The Contractor will be responsible for initial screening to ensure that all advertisements are appropriate for the Visitors Guide. DTTD shall have final approval of advertisements sold, and may, in its discretion, reject any advertisements on the basis of appropriateness.
- 5.3.6. The Contractor will be responsible for acquiring all appropriate approvals and authorizations to use any/or all material in the Visitors Guide.

- 5.3.7. The Contractor will be allowed to sell advertisements to tourism related businesses licensed and operating within the State. Any tourism related advertiser not licensed in the State will not be allowed to advertise in the Visitors Guide.
- 5.3.8. The Contractor shall be responsible for handling all complaints regarding advertising, servicing the advertising clients, the manner of handling advertising, and the processing and responding to complaints by advertisers for adjustments. The Contractor shall provide to DTTD a quarterly report listing all complaints received, name and location of business/person making the complaint and the actions taken to resolve the complaint.
- 5.3.9. No advertising shall be placed on the front cover of the Visitors Guide. A lottery of interested advertisers for prime locations in the Visitors Guide will be conducted by a representative of DTTD, using names submitted by the Contractor.

5.4. Printing, Packaging, Shipment

- 5.4.1. The Contractor will provide the state annually with 100,000 copies of the Visitors Guide.
- 5.4.2. The Contractor will be responsible for the supervision and printing quality of the publications.
- 5.4.3. The Contractor will be responsible for the delivery of the Visitors Guide on a mutually agreed upon date. Any and all modifications to the delivery date shall be approved in writing by DTTD. If for any reason other than the fault of DTTD, including but not limited to, untimely performance of its responsibilities or an act of God, the Contractor fails to make a production, revision or delivery date, and such delay is not approved in writing by DTTD, the Contractor shall be assessed a failure to perform fee of \$1,000.00 per week, or a portion thereof, until the production, revision or delivery date is met.
- 5.4.4. The Contractor will not sell any copies of the Visitors Guide or deliver any copies of the Visitors Guide to any entity other than the State, or those entities solicited by the State.

5.5. Reports

- 5.5.1. The Contractor will provide detailed monthly reports on the progress of the project, which shall consist of at least the following information:
- Sales calls made by Contractor;
 - Total income raised and expenses incurred, year-to-date;
 - Advertisements sold each month, and year-to-date;
 - Name of advertiser
 - Cost and size of ad
 - Approximate page or section that advertisements will appear

- Advertisements sold by tourism region;
- Advertisements Contractor is producing;
- All complaints received, including name of individual, name of business, date received, address and phone of individual/business, and actions taken by the Contractor to resolve the complaint.

5.5.2. The Contractor will provide a final report, detailing total income raised and expenses incurred, including a cost per unit analysis, due within 30 days of delivery of the Visitors Guide.

6. General Requirements

6.1. Copies and Distribution of Proposal

6.1.1. In order to be considered for selection, Offeror must submit a complete written response to this RFP. One (1) original, one (1) electronic file and four (4) copies of each proposal must be submitted to Amy Bassett, DRED Headquarters, 172 Pembroke Road, Concord, NH 03301 by 3p.m. on July 11, 2017. No other distribution of the written proposal shall be made by the Offeror. Offerors may be required to present to the selection committee, if requested.

6.2. Organization and Experience

6.2.1. Demonstrate the Offeror's financial capability to provide the work described in Section 4: Scope of Work and Section 5: Guidebook Specifications.

6.2.2. Offeror shall provide a thorough description of its plans, approach and fee structure for accomplishing the requirements of Section 4: Scope of Work and Section 5: Guidebook Specifications.

6.2.3. Proposals should be as thorough and detailed as possible so that the DTTD may properly evaluate Offeror capabilities to provide the required services.

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

6.2.5. All information requested must be submitted. Failure to submit this information at time of bid will render the proposal non-compliant and will result in a disqualification.

6.3. Oral Presentation

- 6.3.1. Offerors who submit a written proposal in response to this RFP may, at the State's discretion, be selected to make an oral presentation. DRED will schedule the time and location of these presentations.

6.4. Financial Standing

- 6.4.1. An Offeror, if requested, must be prepared to present evidence of financial standing necessary to satisfactorily meet the requirements set forth in the proposal.

6.5. Proposal Inquiries

- 6.5.1. All inquiries concerning this RFP, including but not limited to requests for clarification, questions shall be submitted by e-mail to Contact:
Amy.Bassett@dred.nh.gov
RFP Reference: Content Marketing Services and Publication Development RFP

6.6. Restriction on Contact with State Employees

- 6.6.1. From the date of release of this RFP until an award is made, all communications with personnel employed by or under contract with the State regarding this RFP is forbidden unless first approved by the point of contact set forth in Section 6.5

7. Specific Requirements:

- 7.1. Proposals should be as thorough and detailed as possible. Responses must be structured as outlined below. Offerors are required to submit the following items as a complete proposal.

7.2. Experience, Qualifications, and Strategic Exercise:

- 7.2.1. A written one-page introductory statement including:

- Years in business
- Number of full-time employees
- Experience in providing services as described in Section 4 and 5
- Expertise of assigned personnel to this account

- 7.2.2. Provide resumes/portfolios of individuals or subcontractors performing major duties and functions under the proposed contract; include role, responsibility, and qualifications.

- 7.2.3. Demonstrate previous results content marketing/publication development.

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

7.3. Proposal Submissions

7.3.1. Offeror must assume a \$100,000 annual budget, as well as Visitors Guide sales revenue to produce deliverables outlined in Section 4 - Scope of Work and Section 5: Guidebook Specifications.

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

7.4. A written description of capabilities as it relates to Section 4: Scope of Services and Section 5: Guidebook Capabilities.

7.5. A written description of methodology to measure effectiveness of recommended programs/tactics.

7.6. A creative presentation of content strategy and execution.

7.7. Provide at least four recent client references, of which at least two (2) shall be tourism-related. Include contract/service dates and contact information.

8. Evaluation and Award Criteria

8.1. All proposals will be evaluated for responsiveness to the RFP by a Selection Committee made up of representatives of DTTD and the tourism industry.

8.2. All written proposals will be evaluated and scored on the basis of the following criteria (Attachment A), which will be accorded the relative weight indicated in parentheses:

- Experience and Qualifications of key staff and subcontractors (20%)
- Scope of Work (35%)
- Familiarity with New Hampshire & Tourism Industry (15%)
- Creativity/Innovation (20%)
- Budget Approach/Cost Effectiveness (10%)
- **Grand Total (100%)**

- 8.3. Offeror(s) must meet a minimum threshold of 60 points to be considered for further evaluation. Offeror(s) deemed to be best qualified among the written proposals will be identified on the basis of evaluation factors stated in Section 8.2.
- 8.4. Identified Offeror(s) will be selected to provide a creative presentation to further evaluate Offeror's capabilities. These presentations will be graded on a 20 point scale, outlined in the Proposal Score Sheet (Attachment A). DTTD will notify finalists at least 10 days prior to creative presentation to schedule times and determine location.
- 8.5. The Selected Contractor will be notified in writing. DTTD and the Selected Contractor shall negotiate a contract containing the terms in the RFP/proposal. If DTTD is unable to negotiate a satisfactory contract with the first Selected Contractor, DTTD may undertake negotiations with the next recommended Offeror.
- 8.6. The proposed Contract must be approved by the Governor and Executive Council. This process takes approximately four to six weeks after the execution of Contract. The contract will be effective upon approved by the Governor and Executive Council.

8.7. Proposed Timetable

Request for Proposals Issued	Wednesday, June 14, 2017
Deadline for Questions	Wednesday, June 21, 2017
Responses to Questions	Tuesday, June 27, 2017
Written Proposal Deadline	Tuesday, July 11, 2017
Invitations to Present	Friday, July 21, 2017
Oral Presentations	Tuesday, August 1, 2017
Award Announcement	Tuesday, August 8, 2017
Contractual & Approval Process	August 2017
Contract Effective	September 2017

9. Conditions

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

- 9.1. Ownership of Subsequent Products: Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP is to be the sole property of the State of New Hampshire unless stated otherwise in the contract.
- 9.2. Conformance with Statutes: Any contract awarded as a result of this RFP must be in full conformance with statutory requirements of the State of New Hampshire.
- 9.3. Amending or Canceling: The State reserves the right to amend or cancel this RFP, prior to the due date if it is in the best interest of the State, or to correct inaccuracies resulting from clerical errors.
- 9.4. Rejection for Misrepresentation: The State reserves the right to reject the proposal of any vendor for misrepresentation.

9.5. Contract Format: The successful contractor will be required to sign or provide the following documentation:

- Service Contract Form – Form P-37 (Attachment B)
- Certificate of Authority. This document is required of the Contractor to certify by vote of the corporation's board that the person who signs the contract has been authorized to do so. The Contractor is required to provide this document on corporate letterhead, signed by the Chairman of the Board or similarly authorized person.
- Certificate of Good Standing document is required for all contracts exceeding thirty (30) days. They are issued by the New Hampshire Secretary of State's office certifying that the corporation, partnership, or trade name has been registered to do business in New Hampshire. Certificates of Existence shall be current and are renewable annually by April 1st.
- Comprehensive general liability insurance against all claims of bodily injury, death, or property damage in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, and special cause of loss coverage form covering all property in DTTD in an amount not less than 80% of the whole replacement value of the property (Section 14 Insurance of the State Agreement Form P37).

9.6. Speaking on behalf of the State of New Hampshire/DTTD: Contractor is not authorized to represent the State's position to the public or media and must be authorized to provide information by DTTD.

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

9.8. Contractor is to provide DTTD with 90 days written notice of any proposed changes to sub-contractor.

9.9. The resulting Contract may be modified only by written amendment, which has been executed and approved by the appropriate parties from the State and Contractor.

9.10. The State may terminate the Contract without cause by giving the Contractor sixty (60) days written notice before the effective termination date.

9.11. If for any reason, the Contractor fails to make a delivery date, the Contractor shall be assessed Liquidated Damages of \$1,000.00 per week, or portion thereof, until the production, revision or delivery date is met. If the Contractor foresees an event beyond its reasonable and normal control and properly notifies DTTD of such event – in writing- DTTD may allow the Contractor to exceed a production, revision or delivery date with no Liquidated Damages assessed.

- 9.12. The Agency reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an addendum to this RFP, the Agency, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.
- 9.13. The Proposer's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and Work quoted have been established without collusion with other Proposers and without effort to preclude the Agency from obtaining the best possible competitive Proposal.
- 9.14. All material received in response to this RFP shall become the property of the State and will not be returned to the proposer. Upon Contract award, the State reserves the right to use any information presented in any Proposal.
- 9.15. Unless necessary for the approval of a contract, the substance of a proposal must remain confidential until the Effective Date of any Contract resulting from this RFP. A Proposer's disclosure or distribution of Proposals other than to the Agency will be grounds for disqualification.
- 9.16. Pursuant to RSA 21-G:37, all responses to this RFP shall be considered confidential until the award of a contract. At the time of receipt of proposals, the Agency will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to Governor & Executive Council pursuant to this RFP, the Agency will post the name, rank or score of each proposer. In the event that the contract does not require Governor & Executive Council approval, the Agency shall disclose the rank or score of the Proposals at least 5 business days before final approval of the contract.

The content of each Proposer's Proposal shall become public information upon the award of any resulting Contract. Any information submitted as part of a response to this request for proposal (RFP) may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (<http://www.nh.gov/transparentnh/>). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV. If you believe any information being submitted in response to this request for proposal, bid or information should be kept confidential as financial or proprietary information; you must specifically identify that information in a letter to the agency, and must mark/stamp each page of the materials that you claim must be exempt from disclosure as "CONFIDENTIAL". A designation by the Proposer of information it believes exempt does not have the effect of making such information exempt. The Agency will determine the information it believes is properly exempted from disclosure. Marking of the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision of this RFP to the contrary, Proposer pricing will be subject to disclosure upon approval of the contract. The Agency will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential.

If a request is made to the Agency to view portions of a Proposal that the Proposer has properly and clearly marked confidential, the Agency will notify the Proposer of the request and of the date the Agency plans to release the records. By submitting a Proposal, Proposers agree that unless the Proposer obtains a court order, at its sole expense, enjoining

the release of the requested information, the Agency may release the requested information on the date specified in the Agency's notice without any liability to the Proposers.

- 9.17. Notwithstanding any other provision of this RFP, this RFP does not commit the Agency to award a Contract. The Agency reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.
- 9.18. By submitting a Proposal, a Proposer agrees that in no event shall the Agency be either responsible for or held liable for any costs incurred by a Proposer in the preparation of or in connection with the Proposal, or for Work performed prior to the Effective Date of a resulting Contract.
- 9.19. From the time this RFP is published until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any bidder that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any bidder who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFP, or similar request for submission and every such bidder shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency. A bidder that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the department of administrative services, which shall note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

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		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace			
[Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature		1.15 Name and Title of State Agency Signatory	
Date:			
1.16 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i>			
By: _____		Director, On: _____	
1.17 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>			
By: _____		On: _____	
1.18 Approval by the Governor and Executive Council <i>(if applicable)</i>			
By: _____		On: _____	

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 (“Effective Date”).

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

**ATTACHMENT A
PROPOSAL EVALUATION CRITERIA**

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

	Max. Points	Score
1. OVERALL EXPERIENCE OF COMPANY / STAFF & DEMONSTRATED RESULTS Our evaluation will include an assessment of the history of your company, your experience as it relates to the requirements within this RFP, evidence of past performance, quality and relevance of past work, references, and related items.	20	
2. SCOPE OF WORK Our evaluation will include an assessment of the quality of your work plans including schedule, examples of past projects, ability to meet deadlines, managerial experience, and knowledge and understanding of brand in a global marketplace.	35	
3. FAMILIARITY WITH NEW HAMPSHIRE & TOURISM INDUSTRY Our evaluation will include our assessment of your understanding of our organization and the tourism industry and how you integrated this knowledge into your proposal.	15	
4. CREATIVITY Our evaluation will include an assessment of the quality of proposed strategies and creativity as demonstrated by the required project.	20	
5. BUDGET APPROACH / COST EFFECTIVENESS Effective and efficient delivery of quality content and services is demonstrated in relation to the fee and value of overall project. The budget is reasonable and appropriate. Approach to fee structure is balanced and structured to maximize investment.	10	
TOTAL POINTS	100	