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State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER

33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

March 26, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

Authorize the Department of Safety (DOS), Division of State Police, to enter into a contract with the NL Partners, VC#153208-B001, 188 State Street, Portland, ME 04101, in the amount of \$45,000.00 to produce and broadcast radio announcements to promote safe driving around large trucks. Effective upon date of Governor and Council approval through September 30, 2014. Funding source: 100% Federal Funds.

Funding is available in the SFY 2014 and SFY 2015 operating budget as follows, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

02-23-23-234010-31160000	Dept. of Safety – Division of State Police – High Priority Grant		
103-500735	Advertising and Publication	<u>SFY2014</u>	<u>SFY2015</u>
2313HP		\$22,500.00	\$22,500.00

Explanation

This contract provides for the launching of a statewide safety campaign by the State Police (SP) that will utilize 30 and 60 second radio advertisements during June through September 2014 to increase public awareness of the special hazards and potential catastrophic outcome of driving unsafely around large tractor-trailer trucks and to promote safe driving practices on New Hampshire's roadways. The Federal Motor Carrier Safety Administration (FMCSA) High Priority grant funds are awarded to states for the purpose of implementing a program for commercial motor vehicle safety projects and activities to reduce commercial motor vehicle crashes and fatalities.


A Request for Proposals (RFP) was posted on the State's Administrative Services website from February 7, 2014, through February 28, 2014. The RFP was also electronically mailed to thirty (30) known radio stations and advertising agencies affiliated with New Hampshire. All thirty companies or individuals were confirmed as receiving the mailed bidders' package and RFP. On February 10, 11, and 12, 2014, a legal notice announcing this RFP was placed in the NH Union Leader. On February 20, 2014, a free and open conference call (outlined in the RFP) was held for prospective bidders for 30 minutes to review the RFP and allow potential bidders to ask questions and seek clarifications. Three potential bidders participated in this call; however, a summary of the questions and answers was electronically mailed to the original thirty (30) potential bidders.

A total of five proposals were received, reviewed, and scored by a three-person committee consisting of Captain Mark Armaganian, DOS SP; Sgt. Kathleen Murray, DOS SP; and Terri Hartley, DOS Grants Management Unit. Upon completing the scoring, there were two semi-finalists, NL Partners and NH Association of Broadcasters, Inc. These two vendors made telephonic presentations and answered predetermined questions that were provided in advanced. The review panel for this phase included Sgt. Kathleen Murray, DOS SP; Terri Hartley, DOS Grants Management Unit; and Pamela Urban-Morin, DOS Grant Administrator. NL Partners obtained the highest score and, therefore, was the selected vendor. NL Partners can provide government entities, such as NHDOS, statewide coverage through its media partners when broadcasting messages to promote safe driving practices, maximizing airtime with an additional 40% bonus spots.

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In the event that the Federal funds become no longer available, General funds/Highway funds will not be requested to support this program.

Respectfully submitted,



John J. Barthelme,
Commissioner of Safety

ATTACHMENT 1 - SCORE SUMMARY

Program Name							Radio Advertisements to Promote Safe Driving							
RFP Score Summary - Phase 1														
RFP CRITERIA	Max Pts	NL Partners	Faithful Dog Digital, LLC	Townsquare Media	WBIN Media Co., Inc.	NH Association of Broadcasters, Inc.								
Org Capacity	30	30.0	23.0	27.7	25.0	30.0								
Plan of Operation	30	29.0	22.7	24.7	23.0	29.0								
Budget & Justification	35	32.3	28.7	20.0	20.3	33.3								
Format	5	5.0	3.3	2.3	4.3	4.3								
Total	100	96.3	77.7	74.7	72.7	96.7								
BUDGET REQUEST		\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00								
Definitions of Scoring Criteria:														
Org Capacity: The organization's services relate to the program's goals and demonstrates specific experience and knowledge of the NH media market and the primary target audience.														
Plan of Operation: Proposal is programmatically relevant to the program's goals: 30 or 60 second ads; target drivers age 24-55; write and produce ads; provide monthly reports w/ time, date and number of ads, stations and audience demographics; method of evaluation for post-campaign assessment.														
Budget & Justification: The budget is appropriate in relation to the proposed activities; is reasonable, detailed and consistent with the intended use of funds. All program staff is listed and includes a current resume. Price was preset so it was based on qualifications and services offered in bidders proposal.														
Format: The proposal adheres to the formatting instructions and directions set forth in the RFP.														
Scoring Committee														
Mark Armaganian, Captain, NH State Police-DOS		27 years in direct law enforcement. Duties included experience with contracts/RFPs, media and public inquiries. Oversees unit operation for several State Police Troops including Troop G and the motor carrier program. Coordinates and acts as primary guest speaker for the weekly Division radio show, "Your New Hampshire State Police", which covers all law enforcement topics throughout the state and is broadcast in Greater Manchester area.												
Kathleen Murray, Sergeant, NH State Police-DOS		26 years in direct law enforcement, inclusive of 15 years experience in commercial motor carrier enforcement. Currently managing grant activities, staff and reporting for grant programs funded by Federal Motor Carrier Safety Administration.												
Terri Hartley, Program Specialist III, Grants Management Unit-DOS		5+ years of subject matter expertise in the financial and programmatic oversight of Federal Motor Carrier Safety Administration grants for the Division of State Police including writing and managing the annual grants and ensuring state and federal regulation compliance.												
Score Summary for Semi-Finalist Presentations - Phase 2														
RFP CRITERIA	Max Points	NL Partners	NH Association of Broadcasters, Inc.											
Theme	30	27.0	24.0											
Content	30	27.0	26.0											
Questions	40	34.7	27.3											
Total	100	88.7	77.3											
Definitions of Scoring Criteria:														
Theme: Presentation creativity.														
Content: Aligns with RFP objective.														
Questions: Three follow up questions to provide clarification in submitted proposals. Each question was assigned a point value.														
Scoring Committee														
Pamela Urban-Morin, DOS Grant Administrator		25 years of experience writing grants and conducting compliance audits for State agencies and school districts as well as administering grant programs. Administered the State's Homeland Security grant program for 11+ years and leads the Commissioner's Office Grants Management Unit at DOS which includes the FMCSA grants. Has extensive experience with RFP/contracts.												
Kathleen Murray, Sergeant, NH State Police-DOS		26 years in direct law enforcement, inclusive of 15 years experience in commercial motor carrier enforcement. Currently managing grant activities, staff and reporting for grant programs funded by Federal Motor Carrier Safety Administration.												
Terri Hartley, Program Specialist III, Grants Management Unit-DOS		5+ years of subject matter expertise in the financial and programmatic oversight of Federal Motor Carrier Safety Administration grants for the Division of State Police including writing and managing the annual grants and ensuring state and federal regulation compliance.												

ATTACHMENT 2 - INDIVIDUAL SCORES

Program Name

Radio Advertisements to Promote Safe Driving

Reviewers:

MA- Mark Armaganian

KM- Kathleen Murray

TH- Terri Hartley

RFP Scoring Detail - Phase 1

1					
NL Partners					
RFP Criteria	Max Pts	MA	KM	TH	Total
Org Capacity	30	30	30	30	30.0
Plan of Operation	30	28	29	30	29.0
Budget & Justification	35	31	33	33	32.3
Format	5	5	5	5	5.0
Total	100	94	97	98	96.3
					96.3
2					
Faithful Dog Digital, LLC					
RFP Criteria	Max Pts	MA	KM	TH	Total
Org Capacity	30	20	24	25	23.0
Plan of Operation	30	21	25	22	22.7
Budget & Justification	35	24	30	32	28.7
Format	5	2	5	3	3.3
Total	100	67	84	82	77.7
					77.7
3					
Townsquare Media					
RFP Criteria	Max Pts	MA	KM	TH	Total
Org Capacity	30	26	27	30	27.7
Plan of Operation	30	27	23	24	24.7
Budget & Justification	35	20	20	20	20.0
Format	5	2	3	2	2.3
Total	100	75	73	76	74.7
					74.7
4					
WBIN Media Co., Inc.					
RFP Criteria	Max Pts	MA	KM	TH	Total
Org Capacity	30	24	26	25	25.0
Plan of Operation	30	20	22	27	23.0
Budget & Justification	35	22	17	22	20.3
Format	5	5	5	3	4.3
Total	100	71	70	77	72.7
					72.7
5					
NH Association of Broadcasters, Inc.					
RFP Criteria	Max Pts	MA	KM	TH	Total
Org Capacity	30	30	30	30	30.0
Plan of Operation	30	30	29	28	29.0
Budget & Justification	35	34	31	35	33.3
Format	5	5	5	3	4.3
Total	100	99	95	96	96.7
					96.7

Reviewers:

PUM- Pamela Urban-Morin

KM- Kathleen Murray

TH- Terri Hartley

Semi-Finalist Scoring Detail - Phase 2

NL Partners		1				
Presentation/Interview	Max Pts	PUM	KM	TH	Total	
Theme	30	28	28	25	27.0	
Content	30	28	28	25	27.0	
Questions	40	29	35	40	34.7	
Total	100	85	91	90	88.7	
					88.7	
NH Association of Broadcasters, Inc.		2				
Presentation/Interview	Max Pts	PUM	KM	TH	Total	
Theme	30	27	20	25	24.0	
Content	30	28	20	30	26.0	
Questions	40	25	30	27	27.3	
Total	100	80	70	82	77.3	
					77.3	

Subject:

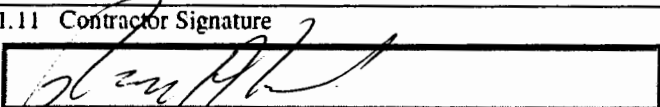
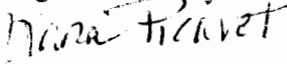

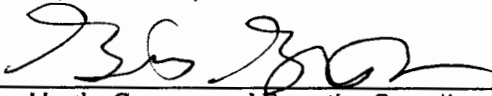
Radio Commercials to Promote Safe ^{around} ~~Driving~~ ~~Trucks~~

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Safety		1.2 State Agency Address 33 Hazen Drive, Concord, NH 03305	
1.3 Contractor Name NL Partners		1.4 Contractor Address 188 State St. Portland, ME 04101	
1.5 Contractor Phone Number 207-775-5251	1.6 Account Number Pls see exhibit 'B'	1.7 Completion Date September 30, 2014	1.8 Price Limitation \$45,000
1.9 Contracting Officer for State Agency Terri Hartley		1.10 State Agency Telephone Number 603-271-2559	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Russell A. Leonard, President	
1.13 Acknowledgement: State of <u>ME</u> , County of <u>CAMBERLAND</u> On <u>3/20/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		DIANA PICALET Notary Public, Maine My Commission Expires January 15, 2016	
1.13.2 Name and Title of Notary or Justice of the Peace Diana Picavet / NOTARY PUBLIC			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: 4/16/14			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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.

Contractor Initials RAZ
Date 2/24/11

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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials ROC
Date 3/26/19

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

EXHIBIT A

SCOPE OF SERVICES

The responsibilities of the contractor are as follows:

1. Produce 30 or 60 second commercial radio advertisements promoting safe driving practices as described in the RFP within twenty (20) days of G&C approval estimated to be May 7, 2014. The Department of Safety (DOS) expects as many media exposures as possible based on this contract. The selected vendor will define that in advance of final broadcast schedule to DOS. The advertisements will be produced in cooperation with and approved by the DOS personnel to target a specific age group of 24 to 55 years old; however, such advertisements will apply to all drivers.
2. Develop a broadcast schedule to effectively reach the target audience. Such broadcasts will be aired between June 13, 2014 and September 30, 2014 and is subject to DOS approval of schedule.
3. Provide certified demographic information to DOS personnel prior to commencement of broadcasting.
4. Provide monthly performance reports to the Department of Safety inclusive of which station(s) broadcast the announcements, date and time of broadcasts, total number run, dollar value and estimation of size of audience reached.
5. Develop a method of measurement and evaluation in concert with DOS for post-campaign assessment. This will be approved by DOS personnel prior to broadcasting advertisements.
6. Production costs and airtime will not exceed \$45,000.00 for the established requirements of this RFP.

Contractor Initials
Date

ZAL
3/20/14

EXHIBIT B

TERMS OF PAYMENT

The appropriate account number for the P-37 form, section 1.6 is as follows:

	<u>FY2014</u>		<u>FY2015</u>	
02-23-23-234010-31160000		Dept. of Safety	Division of State Police	High Priority Grant
103-500735	\$22,500.00		\$22,500.00	Advertising and
Publication				
2313HP				

Payment for contracted services for radio airtime and production costs will be made upon receipt of itemized invoices as follows:

Payment #1- Invoice due June 13, 2014 \$22,500.00 production and initial airtime costs
(or upon G&C approval)

Payment #2- Upon completion of aired broadcasts and Department of Safety's receipt of final performance and evaluation report as stated in the Scope of Services not to exceed October 30, 2014.
\$22,500.00 airtime costs

The Department of Safety reserves the right to reject any costs not approved within this contract or not eligible under the Federal Motor Carrier Safety Administration Grant Program.

Invoices shall be submitted to:

Terri Hartley, Program Specialist III
NH Department of Safety
Grants Management Unit
33 Hazen Drive
Concord, NH 03305

Contractor Initials PHC
Date 3/20/14

EXHIBIT C

SPECIAL PROVISIONS

There are no modifications, additions and/or deletions to Form P-37.

It is agreed that the Contractor will meet as needed with DOS project personnel to ensure proper implementation of the terms of this contract.

Contractor Initials

JPC

Date

3/22/14

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that N/L PARTNERS, INC. a(n) Maine corporation, is authorized to transact business in New Hampshire and qualified on August 22, 2002. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 26th day of March, A.D. 2014

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

William M. Gardner
Secretary of State

NL PARTNERS

Action by Unanimous Written Consent of the
Directors and Shareholders Without Meeting

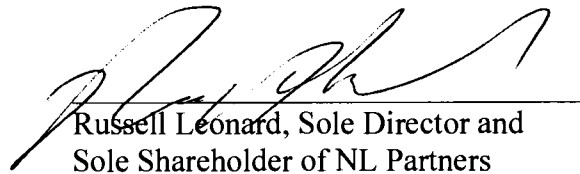
Pursuant to 13-C M.R.S.A. §§ 704 and 822, the undersigned, being the sole Director and Shareholder of NL PARTNERS, a Maine corporation (the "Corporation"), hereby takes the following actions, without holding a meeting, such actions being stated in the form of, and to be as fully effective as if taken by a unanimous resolution or resolutions of the sole Director and Shareholder of the Corporation at a meeting thereof duly called and held on the date hereof at which the undersigned sole Director and Shareholder was present and acting throughout:

RESOLVED: The Corporation be, and it is hereby, authorized to enter into and be bound by a certain Agreement with the New Hampshire Department of Safety (the "Agreement").

RESOLVED: Russell Leonard, in his capacity as President of the Corporation, be, and he is hereby, authorized in such capacity to execute, acknowledge and deliver any and all documents in connection with the said Agreement, and to otherwise bind the Corporation in connection therewith as of the date hereof.

RESOLVED: This Corporate Action shall not be amended or repealed without giving the New Hampshire Department of Safety prior written notice thereof.

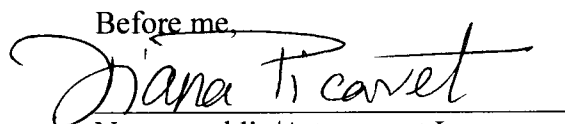
Dated: March 20, 2014


Russell Leonard, Sole Director and
Sole Shareholder of NL Partners

STATE OF MAINE
CUMBERLAND, SS.

March 20, 2014

Personally appeared before me the above-named Russell Leonard in his capacity as Sole Director and Sole Shareholder of NL Partners, and acknowledged the execution of the foregoing instrument to be his free act and deed and the free act and deed of NL Partners.

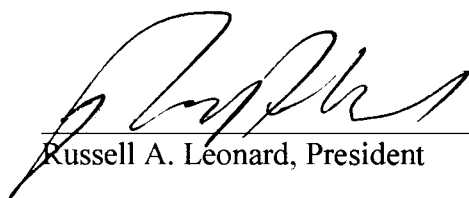
Before me,

Notary public/Attorney at Law
DIANA PICALET
Printed Name



188 State Street, 4th Floor
Portland, ME 04101
tel 207.775.5251
fax 207.775.3389
www.nlpartners.com

Workers' Compensation Coverage: Contractors must demonstrate compliance with or exception from compliance.

New Hampshire Workers' Compensation Coverage is not applicable to NL Partners, as we do not have any employees in the State of New Hampshire.



Russell A. Leonard, President

March 20, 2014
March 20, 2014