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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 10, 2017

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, NH 03301

### Requested Action

1. Authorize the Department of Safety, Division of Motor Vehicles to accept and expend \$64,001.00 from the NH Department of Safety, Office of Highway Safety to conduct a public information campaign for radio non-commercial announcements that focus on the importance of "sharing the road" and motorcycle training courses that will be aired on New Hampshire radio stations, as well as for the purchase of replacement motorcycles for the program. Effective upon Governor and Council approval through June 30, 2017. Funding source: 100% Agency Income.

The funds are to be budgeted as follows:

02-23-23-233010-74490000 Dept. of Safety – Div. of Motor Vehicles – Motorcycle Safety Grant

Class	Description	Current Adjusted Authorized	Requested Action #1	Revised Adjusted Authorized
009-407668	Agency Income	\$ (171,347.00)	\$ (64,001.00)	\$ (235,348.00)
020-500200	Current Expense	3,002.00	0.00	3,002.00
030-500331	Equipment	78,259.00	29,950.00	108,209.00
040-500800	Indirect Cost	7,410.00	5,429.00	12,839.00
041-500801	Audit Fund Set Aside	128.00	4.00	132.00
057-500531	Books Periodicals Subscriptions	3,750.00	0.00	3,750.00
103-502664	Contracts for Ops Services	78,798.00	28,618.00	107,416.00
Totals		\$ 171,347.00	\$ 64,001.00	\$ 235,348.00

2. Contingent upon Governor and Council approval of Requested Action #1, authorize the Department of Safety (DOS), Division of Motor Vehicles, to enter into a contract with WBIN Media Co., Inc. (Vendor #248423-P001), 126 Daniel Street, Suite 200, Portsmouth, NH 03801, in an amount not to exceed \$49,740.00 for the purpose of the creation, production, distribution, and promotion of radio announcements focusing on the importance of "motorcycle awareness and sharing the road" and on upcoming motorcycle rider training courses. Funding is available through the "Motorcycle Rider Training Program Media Campaign" grant. Funding source: 100% Agency Income.

Funds are available in the SFY2017 operating as follows:

10-023-023-2330-74490000 Dept. of Safety – Division of Motor Vehicles – Motorcycle Safety Grant	<u>SFY2017</u>
103-502664 Contracts for Operational Services	\$49,740.00

### Explanation

This contract will provide for the creation, production, distribution, and promotion of radio non-commercial announcements that focus on the importance of "sharing the road" and for motorcycle training courses in order to increase both vehicle and motorcycle safety throughout the State. The acceptance of these funds from the Office of Highway Safety will provide the

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
March 10, 2017  
Page 2 of 2

remaining appropriations needed for this campaign and for the purchase of replacement motorcycles. The goal of the campaign is to educate the public regarding motorcycle rider training, to promote motorcycle rider safety, and to reach as many people as possible throughout the state of New Hampshire.

The State, acting through the Department of Safety, Division of Motor Vehicles, released a Request for Bid to the State of NH website. The purpose of the RFB was to procure pricing, demographics, and an advertising package for the Motorcycle Rider Training Program Media Campaign. Two bids were received and scoring was based on the best overall advertising package offered for the price, along with demographics and total coverage area. The scoring was completed by a three-person team that including the Motorcycle Rider Education program coordinator. The selected vendor was WBIN Media Co., Inc., which had the highest score for its ability to offer the best overall advertising package with the capability to reach the greatest number of listeners in high populous areas during peak times. WBIN will be providing advertising coverage from just south of the White Mountains throughout the central corridor of NH to the Massachusetts border.

In order to reduce the number of motorcycle crashes and resulting injury and death, there is a need to educate the motoring public regarding the importance of motorcyclists and other vehicles "sharing the roads", as well as the importance of motorcycle operators getting the proper training in the operation of their motorcycles. This program will result in an informed and educated motoring public and a decrease in motorcycle crashes, injury, and death.

The funds will be used as follows:

The funds in Class 030, Equipment, will be used to purchase 18 – 20 replacement motorcycles for training classes; a request for bid will be placed on the purchasing website.

The funds in Class 040, Indirect Costs, will be used to pay associated eligible indirect costs.

The funds in Class 040, Audit Fund Set Aside, will be used for audit expenses relating to the single audit.

The funds in Class 103, Contracts for Op Services, will be used for the media campaign contract.

Respectfully submitted,

  
John J. Barthelmes  
Commissioner of Safety

**Department of Safety  
DOS Motorcycle Rider Training Grants  
Fiscal Situation**

Federal Funds Awarded:

FFY 2016 MRT Program Enhancements (303-16S-001) 10/1/2015 - 9/30/2016	\$77,895.00
FFY 2016 MRT Equipment (303-16S-002) 10/1/2015 - 9/30/2016	\$34,874.71
FFY 2017 MRT Equipment (303-17S-001) 10/1/2016 - 9/30/2017	\$81,320.00
FFY 2017 MRT Media (303-17S-002) 10/1/2016 - 9/30/2017	\$55,610.00

**Total Grant Funds Awarded** **\$249,699.71**

Less SFY 2016 Expenses on FFY 2016 Grant (620.90)

**Net Grant Funds Remaining as of July 1, 2016 (SFY 2017)** **\$249,078.81**

Less: SFY 17 State Appropriation including prior year encumbrances:  
02-23-23-231010-74490000

\$171,347.00

**Excess grant funds available to appropriate**

\$77,731.81

**This Request**

\$64,001.00

**CONTRACTUAL AGREEMENT  
FOR HIGHWAY SAFETY PROJECT GRANT**

**For HSA Use Only**

State Of New Hampshire  
Highway Safety Agency  
78 Regional Drive, Building 2  
Concord, NH 03301-8530

Date Received February 8, 2016	Project Number #303-16S-001
Date Approved February 8, 2016	PSP and Task # 16-05, 01

**Part I**

1. Project Title Motorcycle Rider Training Program Enhancements	2. Type of Application (Check One) <input checked="" type="checkbox"/> Initial <input type="checkbox"/> Revision <input type="checkbox"/> Continuation
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3. Applicant	
A. Name of Agency      DUNS Number Newton Fire Department	B. Address of Agency PO Box 209 Newton NH 03858-0209
C. Government Unit (Check One) <input type="checkbox"/> State <input checked="" type="checkbox"/> City/Town <input type="checkbox"/> County <input type="checkbox"/> Other (specify):	D. Name Address of Governmental Unit Town of Newton PO Box 385, 2 Amesbury Road Newton, NH 03858-0385

4. Contract Duration A. Contract Period Start Date:              February 1, 2016 Termination Date:      September 30, 2016	Functional Area    K6 - 2010 Motorcycle Safety Incentive CFDA#              20.612 Program Title      Motorcycle Safety Incentive Grant Funding Source    National Highway Traffic Safety Administratio
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**6. Description of Project (Describe in detail in Schedule A) and Source of Funds**

Budget (Provide itemization as called for on Schedule B) and Source of Funds					
Cost Category	Total Budget	Federal Budget	Local Budget	State Budget	Other Funds
a. Personnel Services					
b. Current Expense	\$25,000.00	\$25,000.00			
c. Equipment					
d. Indirect Costs Audit	\$8,895.00	\$8,895.00			
e. Contractual Services	\$44,000.00	\$44,000.00			
f. Other					
Total Estimated Costs Including Non-Federal Share	\$77,895.00	\$77,895.00	*		

**7. Local Benefit:**

It is anticipated that the federal share for local benefit will be:      0% (\$0.00)

## CONTRACTUAL AGREEMENT FOR HIGHWAY SAFETY PROJECT GRANT

State of New Hampshire  
Office of Highway Safety  
33 Hazen Drive, Room 109A  
Concord, NH 03305

### For HSA Use Only

Date Received May 25, 2016	Project Number 165 #303-175-002
Date Approved May 25, 2016	PSP and Task # 16-05, 01

#### Part I

<b>1. Project Title</b> DMV - MRT Motorcycles, Trailer, & Training Materials	<b>2. Type of Application (Check One)</b> <input checked="" type="checkbox"/> Initial <input type="checkbox"/> Revision <input type="checkbox"/> Continuation
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<b>3. Applicant</b> <b>A. Name of Agency</b> DUNS Number 060340564 NH Department of Safety NH Division of Motor Vehicles	<b>B. Address of Agency</b> 23 Hazen Drive Concord NH 03305-0011
<b>C. Government Unit (Check One)</b> <input checked="" type="checkbox"/> State <input type="checkbox"/> City/Town <input type="checkbox"/> County <input type="checkbox"/> Other (specify):	<b>D. Name Address of Governmental Unit</b> State of New Hampshire Concord, NH 03301

<b>4. Contract Duration</b> <b>A. Contract Period</b> Start Date: May 1, 2016 Termination Date: September 30, 2016	<b>Functional Area</b> M9MT - 405f Motorcycle Programs <b>CFDA#</b> 20.616 <b>Program Title</b> MC Safety Program Enhancements <b>Funding Source</b> National Highway Traffic Safety Admin
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#### 6. Description of Project (Describe in detail in Schedule A) and Source of Funds

Budget (Provide itemization as called for on Schedule B) and Source of Funds					
Cost Category	Total Budget	Federal Budget	Local Budget	State Budget	Other Funds
a. Personnel Services					
b. Current Expense	\$7,042.00	\$7,042.00			
c. Equipment	\$26,925.00	\$26,925.00			
d. Indirect Costs Audit	\$907.71	\$907.71			
e. Contractual Services					
f. Other					
<b>Total Estimated Costs Including Non-Federal Share</b>	<b>\$34,874.71</b>	<b>\$34,874.71</b>			

#### 7. Local Benefit:

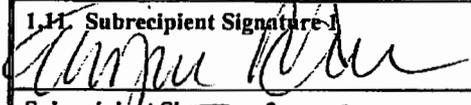
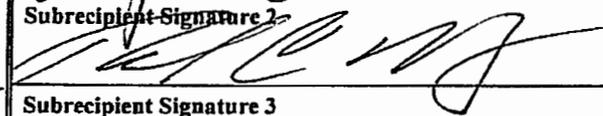
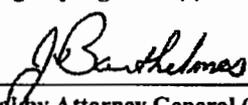
It is anticipated that the federal share for local benefit will be: 0% (\$0.00)

**OFFICE OF HIGHWAY SAFETY GRANT AGREEMENT**

The State of New Hampshire and the Subrecipient hereby  
Mutually agree as follows:  
GENERAL PROVISIONS

**Project Title: DMV-MC Safety Program Enhancements (Equipment)      Project #: 303-17S-001**

**1. Identification and Definitions.**

<b>1.1. State Agency Name</b> New Hampshire Department of Safety Office of Highway Safety		<b>1.2. State Agency Address</b> 33 Hazen Drive, Room 109A Concord, NH 03305	
<b>1.3. Subrecipient Name</b> NH Division Of Motor Vehicles		<b>1.4. Subrecipient Address</b> NH Division of Motor Vehicles 23 Hazen Drive Concord, NH 03305	
<b>Chief's Email Address:</b> N/A		<b>Grant Contact Email:</b> <u>Lawrence.Crowe@DOS.NH.GOV</u>	
<b>1.4.1 Subrecipient Type (State Govt, City/Town Govt, County Govt, College/University, Other (Specify))</b>		<b>1.4.2 DUNS</b> 060340564	
<b>1.5. Subrecipient Phone #</b> 603-227-4025	<b>1.6. Effective Date</b> October 1, 2016	<b>1.7. Completion Date</b> September 30, 2017	<b>1.8. Grant Limitation</b> \$81,320.00
<b>1.9. Grant Officer for State Agency</b> John A. Clegg		<b>1.10. State Agency Telephone Number</b> 271-2893	
<b>"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."</b>			
<b>1.11. Subrecipient Signature 1</b> 		<b>1.12. Name &amp; Title of Subrecipient Signor 1</b> Elizabeth Bielecki Director, NH Division of Motor Vehicles	
<b>Subrecipient Signature 2</b> 		<b>Name &amp; Title of Subrecipient Signor 2</b> Richard C. Bailey Assistant Commissioner, NH Department of Safety	
<b>Subrecipient Signature 3</b>		<b>Name &amp; Title of Subrecipient Signor 3</b>	
<b>1.13. Acknowledgment: State of New Hampshire, County of _____, on / / , before the undersigned officer, personally appeared the person(s) identified in block 1.12., known to me (or satisfactorily proven) to be the person(s) whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.</b>			
<b>1.13.1. Signature of Notary Public or Justice of the Peace (Seal)</b>		<b>1.13.2 Name &amp; Title of Notary Public or Justice of the Peace</b>	
<b>1.14. State Agency Signature(s)</b> 		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> John J. Barthelmes, Commissioner NH Department of Safety      Date: <u>10-13-16</u>	
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>			
<b>By:</b>		<b>Assistant Attorney General, On: / /</b>	
<b>1.17. Approval by Governor and Council (if applicable)</b>			
<b>By:</b>		<b>On: / /</b>	

**2. SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:55-63, the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

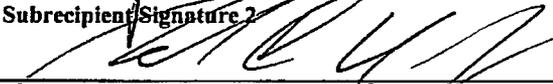
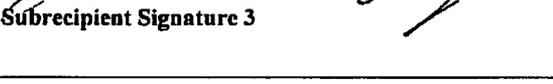
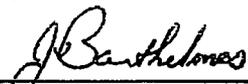
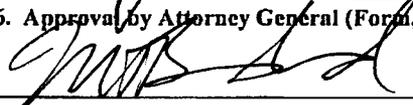
Subrecipient Initials ED

**OFFICE OF HIGHWAY SAFETY GRANT AGREEMENT**

The State of New Hampshire and the Subrecipient hereby  
Mutually agree as follows:  
**GENERAL PROVISIONS**

**Project Title: DMV-MC Safety Program Enhancements (advertising and public educational media campaign)**  
**Project #: 303-17S-002**

**1. Identification and Definitions.**

<b>1.1. State Agency Name</b> New Hampshire Department of Safety Office of Highway Safety		<b>1.2. State Agency Address</b> 33 Hazen Drive, Room 109A Concord, NH 03305	
<b>1.3. Subrecipient Name</b> NH Division of Motor Vehicles		<b>1.4. Subrecipient Address</b> NH Division of Motor Vehicles 23 Hazen Drive, Concord, NH 03305	
<b>Chief's Email Address:</b>		<b>Grant Contact Email:</b> <u>Lawrence.Crowe@DOS.NH.GOV</u>	
<b>1.4.1 Subrecipient Type (State Govt, City/Town Govt, County Govt, College/University, Other (Specify))</b> State Government		<b>1.4.2 DUNS</b> 060340564	
<b>1.5. Subrecipient Phone #</b> 603-227-4025	<b>1.6. Effective Date</b> October 1, 2016	<b>1.7. Completion Date</b> September 30, 2017	<b>1.8. Grant Limitation</b> \$50,000.00 <sup>①</sup>
<b>1.9. Grant Officer for State Agency</b> John A. Clegg		<b>1.10. State Agency Telephone Number</b> 271-2893	
<b>"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."</b>			
<b>1.11. Subrecipient Signature 1</b> 		<b>1.12. Name &amp; Title of Subrecipient Signor 1</b> Elizabeth Bielecki Director, NH Division of Motor Vehicles	
<b>Subrecipient Signature 2</b> 		<b>Name &amp; Title of Subrecipient Signor 2</b> Richard C. Bailey Assistant Commissioner, NH Department of Safety	
<b>Subrecipient Signature 3</b> 		<b>Name &amp; Title of Subrecipient Signor 3</b>	
<b>1.13. Acknowledgment: State of New Hampshire, County of _____, on / / , before the undersigned officer, personally appeared the person(s) identified in block 1.12., known to me (or satisfactorily proven) to be the person(s) whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.</b>			
<b>1.13.1. Signature of Notary Public or Justice of the Peace (Seal)</b>		<b>1.13.2 Name &amp; Title of Notary Public or Justice of the Peace</b>	
<b>1.14. State Agency Signature(s)</b> 		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> John J. Barthelmes, Commissioner NH Department of Safety Date: 10-13-16	
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b> By:  Assistant Attorney General, On: 4/1/2017			
<b>1.17. Approval by Governor and Council (if applicable)</b> By: _____ On: / /			

**2. SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:55-63, the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

Subrecipient Initials EB \_\_\_\_\_ Date \_\_\_\_\_



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY

OFFICE OF HIGHWAY SAFETY

33 Hazen Drive, Room 109A  
Concord, N.H. 03305

Margaret Wood Hassan  
GOVERNOR

TDD Access: Relay NH 1-800-735-2964  
603-271-2131  
FAX 603-271-3790

John J. Barthelmes  
COORDINATOR

PROJECT ADJUSTMENT NOTICE

To: Elizabeth Bielecki  
Director  
NH Division of Motor Vehicles  
23 Hazen Drive  
Concord, NH 03305

cc: Lisa Lienhart

Date: December 29, 2016  
Project Title: DMV-MC Safety Enhancements (advertising and public educational media campaign)  
Project Number: 303-17S-002  
PSP/Task Number: 17-05, 01

Pursuant to your request on December 21, 2016, the following change, amendment or adjustment in the project is approved subject to such conditions or limitations as may be set forth below.

Addition to Project Budget (in Exhibits A and B of original agreement):

Current Budget Item	Original Amount	Adjustment	Revised Amount
Indirect Cost & Audit	\$0.00	\$5,610.00	\$5,610.00 + \$50,000.00 = \$55,610.00

This project adjustment notice has been approved by the Office of Highway Safety and the National Highway Traffic Safety Administration to allow the DMV –MC Safety Enhancement (advertising and public educational media campaign) project to be amended to add indirect cost and audit increasing the total amount in GENERAL PROVISIONS, Section 1.8. Grant Limitation; from \$50,000.00 to \$55,610.00. Additionally, replace the project amount of “\$50,000.00” with “\$55,610.00” throughout Exhibits A and B of the original agreement. The In-Kind Match amount is also increased from “\$12,500.00” to “\$13,902.50,” as referenced in Exhibit B.

All other provisions of the grant agreement approved on October 13, 2016 shall remain in full force and effect.

John J. Barthelmes, Coordinator

Elizabeth Bielecki, Director of Division of Motor Vehicles

Motorcycle Rider Training Radio Grant

Score on a 1-5 scale with 5 being best.

November 21, 2016

	Max Points	Binnie Media	NHAB
Number of spots to run during requested time slots	5	5	3
Geographic coverage	5	3	5
Ad production	5	5	3
Demographics of listeners	5	5	3
	20	18	14

- Number of spots: Total number of spots guaranteed during time frame requested, 6am-9pm. Additional, non-paid spots, may be considered.
- Geographic coverage: Reaching listeners in as many areas as possible including areas with high population density as well as areas in the north and southwest preferable.
- Ad production: Provisions for radio ad production and talent preferable.
- Demographics of listeners: A broad spectrum of age, income and gender preferable.

Scorers: William Joseph, Deputy Director; Lisa Lienhart, Audit Supervisor; Larry Crowe, MRT Coordinator

BINNIE MEDIA	Max Points	WJ	LL	LC	Total
Number of spots to run during requested time slots	5	5	5	5	5
Geographic coverage	5	3	3	3	3
Ad production	5	5	5	5	5
Demographics of listeners	5	5	5	5	5
	20	18	18	18	18

NHAB	Max Points	WJ	LL	LC	Total
Number of spots to run during requested time slots	5	2	3	3	3
Geographic coverage	5	5	5	5	5
Ad production	5	3	3	3	3
Demographics of listeners	5	4	2	3	3
	20	14	13	14	14



**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Safety		1.2 State Agency Address 23 Hazen Drive, Concord, NH 03305	
1.3 Contractor Name WBIN Media Co., Inc.		1.4 Contractor Address 126 Daniel Street, Suite 200, Portsmouth, NH 03801	
1.5 Contractor Phone Number 603-524-1323	1.6 Account Number see G&C letter	1.7 Completion Date September 2017	1.8 Price Limitation not to exceed \$49,740.00
1.9 Contracting Officer for State Agency Steven Lavoie, Director of Administration		1.10 State Agency Telephone Number 603-227-4050	
1.11 Contractor Signature <i>Mark Graham</i>		1.12 Name and Title of Contractor Signatory <i>Mark Graham, Vice President / CFO</i>	
1.13 Acknowledgement: State of <i>NH</i> , County of <i>Rockingham</i> On <i>08 March 2017</i> , 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 <i>Matt Mayberry</i>			
1.13.2 Name and Title of Notary or Justice of the Peace <i>MATT MAYBERRY, notary</i>			
1.14 State Agency Signature <i>Steven Lavoie</i> Date: <i>3/22/17</i>		1.15 Name and Title of State Agency Signatory Steven R. Lavoie, Dir. of Administration	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>MBS</i> On: <i>7/4/2017</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

*M*  
*3/18/17*

**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

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Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **14. INSURANCE.**

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A

Motorcycle Rider Education Program  
Radio Media Campaign

Scope of Services

WBIN Media Co., Inc (VC #248423-P001), 126 Daniel Street, Suite 200, Portsmouth, NH 03801 shall provide the State of New Hampshire, Department of Safety, Division of Motor Vehicles, Motorcycle Rider Education Program (DMV) with promotional radio advertising as follows:

1. Mutually agreed upon radio schedule to commence upon approval of the agreement by the New Hampshire Governor and Executive Council, through September, 2017, as described in the WBIN Media Co., Inc., DMV Motorcycle Rider Program Radio Campaign proposal, which is hereby made a part of this agreement.
2. All advertising materials and schedules must be preapproved by the DMV prior to being placed on air.
3. The contact person for the Division of Motor Vehicles is Lawrence Crowe or his designee, telephone 603-227-4051, email [lawrence.crowe@dos.nh.gov](mailto:lawrence.crowe@dos.nh.gov).
4. The contact person for WBIN Media Co., Inc. is Richard Hopper 603-524-1323.
5. Contractor shall adhere to the following terms and conditions:

Reports and Meetings: In order for the Department of Safety to assess the advertising campaign in accordance with federal guidelines governing the use of "Section 405f, Funds for Motorcyclist Safety Grant, the Contractor agrees to provide the Department of Safety with quarterly reports and an annual report detailing activity, as well as any problems/issues that may occur.

Audit: WBIN Media Co., Inc., agrees to provide the Department of Safety with a copy of its Annual Report which includes the time periods covered by this Agreement.

The State of New Hampshire reserved the right to have its Legislative Budget Assistant review any work papers.

Contract Credit: All publications, public information or publicity released in conjunction with this contract shall state that such is "funded by the New Hampshire Office of Highway Safety" or words to that effect.

Copyrights: The Department of Safety and The Office of Highway Safety, representing the Federal awarding agency and the State of New Hampshire, reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal and State Government purposes: (a) The copyright in any work developed under this Contract under a grant or sub-grant; and (b) Any rights to copyright to which the Contractor purchases ownership with grant support.(US Department of Transportation Common Rule, March 11, 1988)

Contractor Initials: ML  
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The Contractor shall not be liable for any costs incurred by the Department of Safety as a result of rejected copy or changes after approval by the Department of Safety.

If a dispute arises between the Contractor and the Department of Safety as to whether Advertising Services were provided, detailed documentation from the Contractor will be evidence that the Services were provided.

The Department of Safety and the Contractor represent that with respect to all copy and illustrations supplied by the Department of Safety or the Contractor or their respective employees to the Contractor for the preparation of the advertisement will:

Be true and correct in every aspect

Not be, nor contain anything that is defamatory of any person;

Not be, nor contain anything that is indecent or obscene;

Not breach, nor contain anything that breaches the copyright, trademark or other intellectual or commercial property rights of any person or which constitutes passing off of the Department of Safety or its goods or services; and

Not contain nor constitute a statement that is misleading or deceptive or likely to be misleading.

Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions. The contractor certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

Contractor Initials: ML  
Date: 3/8/17

Exhibit B

Motorcycle Rider Education Program  
Radio Media Campaign

Payment Schedule

The payment schedule for transfer of funds from the State of New Hampshire, Department of Safety to WBIN Media Co., Inc, 126 Daniel Street, Suite 200, Portsmouth, NH is contingent upon the following:

1. Approval of this agreement by the New Hampshire Governor and Executive Council.
2. Division of Motor Vehicles approval of services.
3. Submittal of monthly invoices to the Division of Motor Vehicles within 21 days after the end of the month, including details of which ad(s) were run, dates, times and stations it was aired on. Payments to be made within 30 days.
4. Total agreement not to exceed \$49,740.00

Contractor Initials: ML  
Date: 3/8/17

Exhibit C

Motorcycle Rider Education Program  
Radio Media Campaign

Special Provisions

There are no special provisions.

Contractor Initials: ML  
Date: 3/8/17

**WBIN MEDIA CO., INC.**

**Unanimous Consent of Sole Director**

The undersigned, being the sole director of WBIN Media Co., Inc., a corporation organized and existing under the New Hampshire Business Corporation Act (NH RSA 293-A) (the "Corporation"), does hereby consent that the following actions be taken without a meeting pursuant to New Hampshire RSA 293-A:8.21, such actions to be deemed taken effective as of the date below:

**RESOLVED:** That the Corporation enter into a contractual agreement ("Agreement") with the State of New Hampshire acting through its Department of Safety, Division of Motor Vehicles, Motorcycle Rider Training Program ("DOS" or the "State"), said Agreement relating to the provision by the Corporation of promotional radio advertising to the DOS on a mutually agreed radio schedule for a total amount not to exceed \$49,740.00; and further

**RESOLVED:** That the Corporation authorizes and directs Mark M. Graham, as its Vice President and Chief Financial Officer, to execute and deliver the Agreement and all related agreements, certificates, and other documents necessary and/or advisable to effectuate the Agreement; and further

UAB. 3/8/17.

**RESOLVED:** That the Corporation hereby ratifies and confirms in all respects any and all actions heretofore or hereafter taken by such officer of the Corporation within the scope of the foregoing resolutions as the deeds and acts of the Corporation.

Signed to be effective as of the 8<sup>th</sup> day of March, 2017.

  
\_\_\_\_\_  
William H. Binnie, Sole Director

K:\DBrown\Carlisle Capital Corp10164\0022 WBIN Media Co., Inc\Consent for DOS radio advertising

WHD 3/8/17.

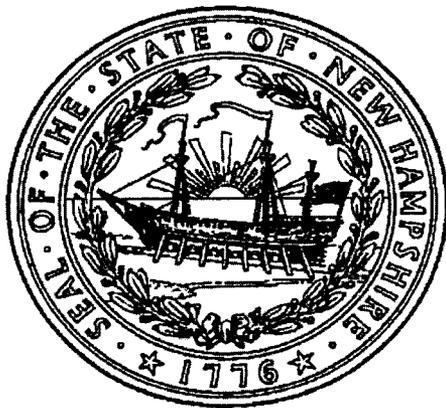
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WBIN MEDIA CO., INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on May 03, 2012. 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: 670270



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire.  
this 1st day of December A.D. 2016.

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

William M. Gardner  
Secretary of State

