



State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, N.H. 03305
603-271-2791

ROBERT L. QUINN
COMMISSIONER OF SAFETY

February 13, 2020

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

Request Action

Authorize the Department of Safety, Office of Highway Safety, to enter into a sole source contract with NH Triple Play LLC, dba NH Fisher Cats, (VC# 168155-B001) in the amount of \$61,000.00 to coordinate a Buckle-UP NH advertisement and Distracted Driving campaign during the 2020 sports season. Effective upon Governor and Council approval through September 30, 2020. Funding Source: 100% Federal Funds.

Funds are available in the SFY2020/2021 operating budget with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-231010-75410000 Dept. of Safety – Office of Commissioner	<u>SFY2020</u>	<u>SFY 2021</u>
102 500731 NHTSA Grants/Distracted Contracts for Program Services	\$30,500.00	\$30,500.00
	Total	\$61,000.00

Explanation

This is a sole source contract because NH Triple Play, LLC, dba NH Fisher Cats, is the State's only minor league baseball team. The NH Triple Play, LLC is exclusively responsible for managing, developing, and conducting all public relations activities related to their operation. This contract will coordinate advertisement campaigns, during the 2020 baseball season, aimed at informing the public of the dangers of distracted driving and the importance of buckling up.

This contract will promote the campaigns by providing signage in the outfield, in-stadium promotions, a sponsorship night for the seat belt campaign and a presenting sponsorship for distracted driving for all radio broadcasts for the season. These campaigns will also include social media promotions; quarter-page logo placement with educational messaging on all pocket schedules to be distributed throughout NH and Northern Massachusetts; and 30-second video board commercials to be played at all Fisher Cats home games.

In the event that Federal Funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program.

Respectfully submitted,


Robert L. Quinn
Commissioner of Safety

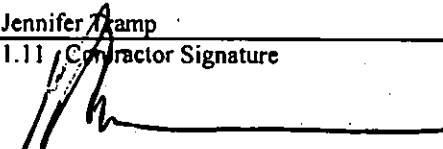

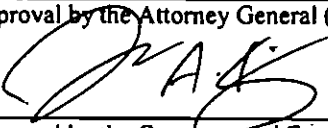
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Office of Highway Safety		1.2 State Agency Address Room 208 33 Hazen Drive Concord, NH 03305	
1.3 Contractor Name NH Triple Play, LLC dba NH Fisher Cats		1.4 Contractor Address One Line Drive Manchester, NH 03101	
1.5 Contractor Phone Number 603-606-4187	1.6 Account Number See Exhibits C-1 and C-2	1.7 Completion Date 09/30/2020	1.8 Price Limitation \$61,000.00
1.9 Contracting Officer for State Agency Jennifer Ramp		1.10 State Agency Telephone Number 603-271-2021	
1.11 Contractor Signature  Date: 2/14/2020		1.12 Name and Title of Contractor Signatory Michael Ramshaw, President	
1.13 State Agency Signature  Date: 3/2/20		1.14 Name and Title of State Agency Signatory Steven R. Lavoie, Dir. of Administration	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 2/23/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials (W)
Date 2/26/2020

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. 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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 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 applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with 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
Date 2/18/2020

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 cured, 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 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

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

10.3 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.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials
Date 2/14/2020

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials
Date 2/11/2022

EXHIBIT A

SPECIAL PROVISIONS

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

CERTIFICATION REGARDING FEDERAL LOBBYING

(Applies to sub-recipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

EXHIBIT B

THE SERVICES

Employment of Contractor; Services to be Performed

The Contractor, New Hampshire Fisher Cats, shall coordinate an occupant protection and distracted driving campaign approved by the NH Office of Highway Safety. These campaigns will be featured at all home games during the 2020 baseball season effective upon Governor and Council Approval through September 30, 2020. The total cost of these campaigns shall not exceed \$61,000.00. The Contractor will incur any costs associated with developing additional materials, props, equipment, etc., as well as managing and conducting the event during each between-inning contest.

Buckle Up New Hampshire

- 8'x24' static mesh – right field banner with "Buckle Up New Hampshire" sign
- 8'x30' concourse tri-vision "Buckle Up New Hampshire" sign – atop sports bar at main concourse
- Pre and Post-game :15 video board commercial
- In-game, on-field and video board promotions and public address announcement during the national mobilization centering around seat belt safety
- 2020 Fisher Cats Game Day Program advertisement
- Coupon booklet with safety message
- :30-second radio commercials on Fisher Cats Radio Network
- Sponsorship Night featuring occupant protection messaging and activities

Distracted Driving

- In stadium promotion – half-season, in-game promotion (35 games, every other game throughout the season) – this can be a rotation of trivia, between inning contest or video board commercial Presenting sponsorship of the Fisher Cats Pre-game broadcast on the Fisher Cats Radio Network which covers the State of NH and is streamed online. This sponsorship includes a 30-second radio commercial to be aired at all 142 Fisher Cats Games (Home and Away)
- Social Media – distracted driving to receive one post per month on the Fisher Cats Social Media (Six months). This can include statistics, commercials or vignettes that the Fisher Cats will work with NH OHS for content to create.
- Print – logo placement with educational message on all pocket schedules (Minimum 400k) that are distributed throughout the state and Northern MA.

Contractor Initials

Date 2/28/2020

(W)

EXHIBIT C-1

Terms of Payment

The appropriate account number(s) is as follows:

02-23-23-231010-75410000

The NH Office of Highway Safety agrees to compensate the Contractor an amount not to exceed \$46,000.00 to cover the costs related to carrying out the services as stipulated in Exhibit B for the accounts listed above. The NH Office of Highway Safety reserves the right to reject any costs not approved within this contract or not eligible under the National Highway Traffic Safety Administration Grant Program.

Buckle Up New Hampshire Campaign

FY2020		FY2021	
02-23-23-231010	Dept. of Safety	02-23-23-231010	Dept. of Safety
75410000	\$23,000.00	75410000	\$23,000.00

Vouchers

The contractor shall submit to the NH Office of Highway Safety, on a monthly basis, an invoice for coordinating the advertisement activities dedicated to highway safety issues as stipulated in Exhibit B. The Office of Highway Safety agrees to pay the Contractor payments of \$7,666.67 for five (5) months and \$7,666.65 for one (1) month covering each of the six months April 2020 through September 2020 for a total payment of \$46,000.00.

Email Invoices: HWYSAFETYMAIL@dos.nh.gov

Hard copies: Office of Highway Safety Room 208 33 Hazen Drive Concord, NH 03305

Billing Inquiries:

Linda Epstein, Accountant
NH Office of Highway Safety
33 Hazen Drive
Concord, NH 03305
603-271-2109

Contract Inquiries:

Jennifer Tramp
NH Office of Highway Safety
33 Hazen Drive
Concord, NH 03305
603-271-2021

Awarding Agency: NH Office of Highway Safety
Federal Awarding Agency: National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA Region 1 55 Broadway, RTV-8E Cambridge, MA 02142
FAIN Number: 69A37519300004020NH0/69A37520300004020NH0
Project Title & Number: New Hampshire Fisher Cats 20-271
Funding Source; PSP & Task #: 20-04-03/20.600
Duns #: 841240323
Award Title: 402
Catalog of Federal Domestic Assistance (CFDA) Number: 20.600
Is This a Research and Development Project (Yes or No): No
In Kind Match: \$11,500.00
In Kind Match to support this project shall be met using advertising or related work.

Contractor Initials
Date 2/14/2020

EXHIBIT C-2

Terms of Payment

The appropriate account number(s) is as follows:

02-23-23-231010-75410000

The NH Office of Highway Safety agrees to compensate the Contractor an amount not to exceed \$15,000.00 to cover the costs related to carrying out the services as stipulated in Exhibit B for the accounts listed above. The NH Office of Highway Safety reserves the right to reject any costs not approved within this contract or not eligible under the National Highway Traffic Safety Administration Grant Program.

Distracted Driving Campaign

FY2020		FY2021	
02-23-23-231010	Dept. of Safety	02-23-23-231010	Dept. of Safety
75410000	\$7,500.00	75410000	\$7,500.00

Vouchers

The contractor shall submit to the NH office of Highway Safety, on a monthly basis, an invoice for coordinating the advertisement activities dedicated to highway safety issues as stipulated in Exhibit B. The Office of Highway Safety agrees to pay the Contractor payments of \$2,500.00/month covering each of the six months April 2020 through September 2020 for a total payment of \$15,000.00.

Email Invoices: HWYSAFETYMAIL@dos.nh.gov.

Hard copies: Office of Highway Safety Room 208 33 Hazen Drive Concord, NH 03305


Billing Inquiries:

Linda Epstein, Accountant
NH Office of Highway Safety
33 Hazen Drive
Concord, NH 03305
603-271-2109

Contract Inquiries:

Jennifer Tramp
NH Office of Highway Safety
33 Hazen Drive
Concord, NH 03305
603-271-2021

Awarding Agency: NH Office of Highway Safety
Federal Awarding Agency: National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA Region 1 55 Broadway, RTV-8E Cambridge, MA 02142
FAIN Number: 69A37519300004020NH0/69A37520300004020NH0
Project Title & Number: New Hampshire Fisher Cats 20-271
Funding Source; PSP & Task #: 20-04-03/20.600
Duns #: 841240323
Award Title: 402
Catalog of Federal Domestic Assistance (CFDA) Number: 20.600
Is This a Research and Development Project (Yes or No): No
In Kind Match: \$3,750.00
In Kind Match to support this project shall be met using advertising or related work.

Contractor initials 
Date 2/14/2020



2020 SCHEDULE

AUTOFAIR

APRIL 2020					
SUN	MON	TUE	WED	THUR	FRI
			1	2	3
5	6	7	8	9 REA	10 REA
12 OFF	13 TRN	14 TRN	15 TRN	16 HFD 6:35pm	17 HFD 6:35pm
19 HFD 1:35pm	20 TRN 6:35pm	21 TRN 6:35pm	22 TRN 6:35pm	23 BNG	24 BNG
25 BNG	26 HFD	27 HFD	28 HFD	29	30

MAY 2020					
SUN	MON	TUE	WED	THUR	FRI
				1 BNG 6:35pm	2 BNG 6:35pm
3 BNG 1:35pm	4 REA 6:35pm	5 REA 6:35pm	6 REA 10:35am	7 BNG	8 BNG
10 BNG	11 POR	12 POR	13 POR	14 BNG 6:35pm	15 BNG 6:35pm
17 BNG 1:35pm	18 OFF	19 REA	20 REA	21 REA	22 TRN 6:35pm
24 TRN 1:35pm	25 TRN 3:35pm	26 REA 6:35pm	27 REA 6:35pm	28 REA 11:35am	29 HFD
31 HFD					

JUNE 2020					
SUN	MON	TUE	WED	THUR	FRI
				1 OFF	2 ERI 6:35pm
7 RIC 1:35pm	8 OFF	9 ERI	10 ERI	11 ERI	12 ALT
14 ALT	15 AKR	16 AKR	17 AKR	18 OFF	19 TRN 6:35pm
21 TRN 1:35pm	22 TRN 6:35pm	23 POR 6:35pm	24 POR 6:35pm	25 POR 6:35pm	26 POR 6:35pm
28 HFD	29 HFD	30 POR			

JULY 2020					
SUN	MON	TUE	WED	THUR	FRI
				1 POR	2 POR
5 REA 1:35pm	6 REA 7:05pm	7 HFD 7:05pm	8 HFD 7:05pm	9 HFD 7:05pm	10 TRN
12 TRN	EASTERN LEAGUE ALL-STAR BREAK			16 POR 7:05pm	17 POR 7:05pm
19 POR 1:35pm	20 HBG 7:05pm	21 HBG 7:05pm	22 HBG 12:05pm	23 REA	24 REA
26 REA	27 HFD 7:05pm	28 HFD 7:05pm	29 HFD 7:05pm	30 HBG	31 HBG

AUGUST 2020					
SUN	MON	TUE	WED	THUR	FRI
					1 HBG
2 HBG	3 OFF	4 BOW 7:05pm	5 BOW 7:05pm	6 BOW 12:05pm	7 AKR 7:05pm
9 AKR 1:35pm	10 OFF	11 RIC	12 RIC	13 RIC	14 BOW
16 BOW	17 OFF	18 BNG 7:05pm	19 BNG 7:05pm	20 BNG 7:05pm	21 ALT 7:05pm
23 ALT 1:35pm	24 BNG	25 BNG	26 BNG	27 POR 6:35pm	28 POR 7:05pm
30 POR 1:35pm	31 TRN				

SEPTEMBER 2020					
SUN	MON	TUE	WED	THUR	FRI
				1 TRN	2 TRN
6 POR	7 POR			9	10
				EASTERN LEAGUE PLAYOFFS	

EASTERN LEAGUE TEAMS

- AKR - Akron RubberDucks (Indians)
- ALT - Altoona Curve (Pirates)
- BNG - Binghamton Rumble Ponies (Mets)
- BOW - Bowie Baysox (Orioles)
- ERI - Erie SeaWolves (Tigers)
- HBG - Harrisburg Senators (Nationals)
- HFD - Hartford Yard Goats (Rockies)
- POR - Portland Sea Dogs (Red Sox)
- REA - Reading Fightin Phils (Phillies)
- RIC - Richmond Flying Squirrels (Giants)
- TRN - Trenton Thunder (Yankees)

NHFISHERCATS.COM 603.641.2005



DELTA DENTAL

State of New Hampshire

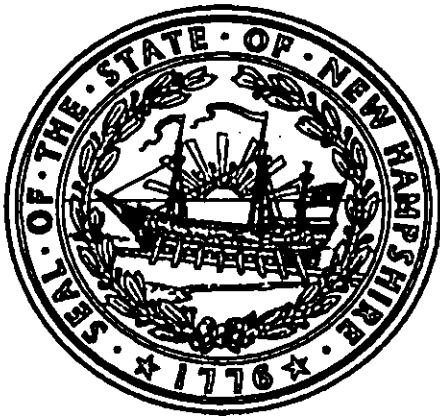
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NH TRIPLE PLAY, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on June 27, 2005. 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: 539555

Certificate Number: 0004792631



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of January A.D. 2020.

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

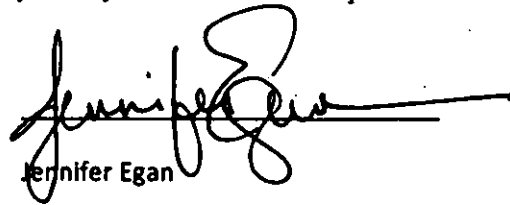
William M. Gardner
Secretary of State



AA Affillate of the Toronto Blue Jays

CERTIFICATE OF AUTHORITY

I, Jennifer Egan, Corporate Controller for NH Triple Play, LLC (d/b/a New Hampshire Fisher Cats) certify that Michael Ramshaw is President of NH Triple Play LLC (d/b/a New Hampshire Fisher Cats). As President, Mr. Ramshaw is duly authorized to sign contracts on behalf of NH Triple Play, LLC. (d/b/a New Hampshire Fisher Cats) and holds the authority to contractually bind NH Triple Play, LLC. (d/b/a New Hampshire Fisher Cats). Mr. Ramshaw had this authority on the date of February 14, 2020 when he executed the contract by and between the NH Department of Safety, Office of Highway Safety and the New Hampshire Fisher Cats.

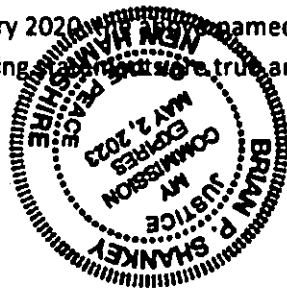

Jennifer Egan

STATE OF NEW HAMPSHIRE

COUNTY OF HILLSBOROUGH

On this 14th day of February 2020, I, a Notary Public named, Jennifer Egan, personally appeared before me and made oath that the foregoing is true and correct to the best of his knowledge and belief.


Notary Public/Justice of the Peace



My Commission expires: 5/2/2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/02/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Lisa Nolan, CPCU PHONE (A/C, No, Ext): (603) 669-3218 E-MAIL ADDRESS: lnolan@crossagency.com FAX (A/C, No): (603) 645-4331																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Acadia Ins Co.</td> <td>31325</td> </tr> <tr> <td>INSURER B:</td> <td>Liberty Mutual Insurance Co.</td> <td>23043</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Acadia Ins Co.	31325	INSURER B:	Liberty Mutual Insurance Co.	23043	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED NH TRIPLE PLAY, LLC 1 LINE DRIVE MANCHESTER NH 03101																					

COVERAGES **CERTIFICATE NUMBER:** 20-21 BA & WC **REVISION NUMBER:**

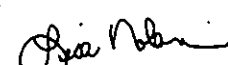
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAA0173725-24	04/05/2020	04/05/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Uninsured motorist BI-	\$ 1,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC531S603287030 (3a.) NH	04/05/2020	04/05/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
	WC Excluded Officers: Arthur Solomon							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Office of Highway Safety 33 Hazen Drive Room 109A Concord NH 03305	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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