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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 1, 2019

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 \$69,500.00 to coordinate Impaired Driving and Buckle-Up NH advertisement campaigns during the 2019 sports season. Effective upon Governor and Council approval through September 30, 2019. Funding Source: 100% Federal Funds.

Funds are available in the SFY2019 operating budget and contingent upon availability and continued appropriations in SFY2020 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 – 402/Seat Belt	<u>SFY2019</u>	<u>SFY2020</u>
072-500731 Contracts for Program Services	\$21,000.00	\$21,000.00
02-23-23-231010-75430000 Dept. of Safety – Office of Commissioner – 405d/Alcohol-Imp.Dr		
072-500731 Contracts for Program Services	<u>\$13,750.00</u>	<u>\$13,750.00</u>
	\$34,750.00	\$34,750.00
	<b>TOTAL</b>	<b>\$69,500.00</b>

**Explanation**

This contract is sole source because NH Triple Play, LLC dba NH Fisher Cats is the State's only minor league baseball team and is exclusively responsible for managing, developing, and conducting all public relations activities related to their operation. The purpose of this contract with NH Triple Play, LLC is to coordinate advertisement campaigns aimed at informing the public of the dangers of driving impaired and the importance of seat belt use during the 2019 baseball season. This contract will promote the campaign by providing venue signage located in right and left fields; pre- and post-game video board commercials; in-game, on-field and video board promotions; game day program logo inclusion on one (1) quarter page coupon booklet and one (1) 30-second radio commercial for each campaign to air during the 142 home and away Fisher Cats game broadcasts; (2) game night sponsorships to educate baseball fans, young and old, of the consequences of impaired driving with special :30-second PSAs to be aired on the video board throughout these games; and an opportunity to set up a booth display to further the mission to educate the public.

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,

*John J. Barthelmes*  
 John J. Barthelmes  
 Coordinator

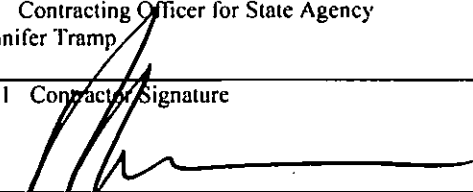
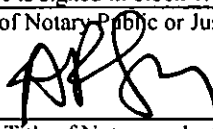
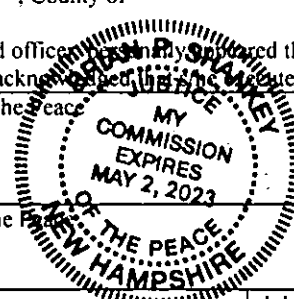
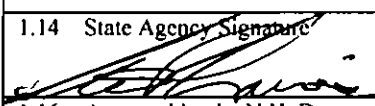
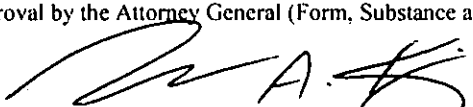
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Office of Highway Safety		1.2 State Agency Address 33 Hazen Drive Room 208 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 Refer to Exhibit B	1.7 Completion Date 09/30/19	1.8 Price Limitation \$69,500
1.9 Contracting Officer for State Agency Jennifer Tramp		1.10 State Agency Telephone Number 603-271-2021	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory MICHAEL RAMSHAW, PRESIDENT	
1.13 Acknowledgement: State of _____, County of _____ On <u>1/31/19</u> , before the undersigned officer, _____, I, _____, 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 he/she executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace 			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory STEVEN R. LAVOIE, DIRECTOR 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:  On: <u>3/21/19</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

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

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

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and

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

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

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

**7. PERSONNEL.**

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

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

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;  
8.1.2 failure to submit any report required hereunder; and/or  
8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the

date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A

THE SERVICES FOR BUCKLE-UP NH CAMPAIGN

Employment of Contractor; Services to be Performed

The Contractor, NH Triple Play LLC (dba New Hampshire Fisher Cats), shall coordinate the advertisement activities dedicated to the **Buckle-Up NH campaign** to be presented during the 2019 season games (70 home games) of the New Hampshire Fisher Cats baseball team to be played at the Fisher Cats Ball Park in Manchester, New Hampshire, following the game schedule appearing in Exhibit C.

The Contractor, in cooperation with the NH Office of Highway Safety shall provide:

- a) 8' x 24' Static mesh, Right Field Banner, located just above the outfield wall/fence will display the "Buckle Up New Hampshire" or seat belt related message during all home games and other ball park events.
- b) 8' x 30' Concourse Tri-vision "Buckle Up New Hampshire" sign, located on the side of the sports bar atop the main concourse in left field at the ballpark entrance/exit. The message will be displayed 20 times per hour or 400 times during a 24-hour period and viewed by fans attending games and other events, as well as occupants of an estimated 73,000 vehicles traveling Interstate 293 on a daily basis;
- c) Pre- and Post-game Video Board Commercial. One 15-second seat belt safety commercial featuring a Fisher Cats player will be displayed twice (one pre- and one post- game) during all home games on the 16' x 24' state-of-the-art video board located in center field. The NH Office of Highway Safety logo and message will be displayed during each home game in conjunction with the commercial.
- d) In-Game, On-Field and Video Board Promotions. One (1) seat belt education event will be conducted as a between-inning promotion during each home game. Displayed on the 16' x 24" video board, each event will feature live, public address announcements along with display of the Buckle Up New Hampshire logo before, during, and after each on-field event. The on-field event will include one of the following: 1) the Hot or Cold Buckle Up Challenge involving a blind folded fan making his/her way to a chair next to our team mascot, Fungo and they would use the noise of the fans to direct them to the chair and put on the seat belt before time runs out; 2) the Safety Trivia Contest involving one fan selected to answer a question regarding New Hampshire traffic laws and driving in the state; 3) "Vanity-Insanity" displaying a vanity plate on the video board and 140' LED display displaying letters that represent a Buckle Up New Hampshire message; or 4) the Musical Chair Seat Belt Challenge involving four (4) fans racing to see who can buckle their seat belt first when the music stops. Contest participants will sign a waiver (attached) releasing the contractor (the State of New Hampshire and the NH Office of Highway Safety) from liability;
- e) 2019 Fisher Cats Game Day Program will include one (1) quarter page, color advertisement printed in each of three (3) issues with glossy finish with a seat belt message;
- f) Coupon Booklet. Contractor will create a seat belt safety message to be printed on the cover of the Fisher Cats coupon book that will be distributed to over 70,000 fans as they exit games and other events held at the ball park throughout the 2019 season; and
- g) Radio Commercial. Fisher Cats radio network will feature one (1) 30-second radio commercial during the 142 home and away Fisher Cats game broadcasts. Games can be heard on four (4) stations (WGIR 610 AM, WGIN 930 AM, and WTSL 1400 AM/94.5 FM) which provide statewide coverage. In addition, games will be streamed live on the Fisher Cats website (NHFisherCats.com), and [www.milb.com](http://www.milb.com) as permitted by major league baseball and minor league baseball.

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.

The total cost for the paid advertising campaign will not exceed \$42,000.00.

## EXHIBIT A

### THE SERVICES FOR IMPAIRED DRIVING CAMPAIGN

#### Employment of Contractor; Services to be Performed

The Contractor, NH Triple Play LLC (dba New Hampshire Fisher Cats), shall coordinate the advertisement activities dedicated to **impaired driving** related issues as determined by the New Hampshire Office of Highway Safety (NHOHS) to be presented during the 2019 season games (70 home games) of the New Hampshire Fisher Cats baseball team to be played at the Northeast Delta Dental Stadium in Manchester, New Hampshire, following the game schedule appearing after Exhibit C.

The Contractor, in cooperation with the Office of Highway Safety will provide:

#### Signage:

**Right Field Bleacher Sign** – NHOHS will receive a 4' x 16' static sign in right field positioned where the fans can see it as they enter the stadium to promote the Impaired Driving Campaign throughout the 2019 season. This sign is static and can be seen from all parts of the stadium.

#### In-Stadium Promotion:

**Video Board Commercial** – NHOHS will receive one, 30-second video board commercial to promote the Impaired Driving Campaign throughout the season. NHOHS will have the opportunity to provide a commercial or the Fisher Cats can have a Fisher Cats Player or Coach read a script and the NH Fisher Cats can make the commercial in house. Throughout the season NHOHS will have the ability to change the message as often as needed.

**Game Day Sponsorship** – NHOHS will receive sponsorship of two (2) Fisher Cats games. Each one to be activated during or as close to the campaign scheduled for the 2019 calendar year and mutually agreed upon. As the sponsor of these two games, NHOHS will receive the following in promotion:

- Table located on the concourse to promote the campaign
- Included in pocket schedules as the presenting sponsor of the game and post-game Atlas Fireworks show
- Included on promotional page at nhfishercats.com
- Logo placed into rotation on the video board throughout the game
- A minimum of two (2) PA announcements during the game to promote the sponsorship and campaign
- Campaign logo on the main page of the NH Fisher Cats website on the media wall promoting the game
- Logo included on the promotional calendars that are distributed throughout the restrooms (11) at the stadium as well as the elevators
- First pitch opportunity
- 140' LED to promote the Campaign during the first pitch
- 30 second video board or PA read immediately following the first pitch
- Half-inning on the Fisher Cats Radio Network - flagship is WGIR AM610 (optional)
- 140' LED during the Atlas Fireworks show to promote the campaign
- Logo on the video board at the start of the Atlas Fireworks show

(\*This sponsorship will include mentions of the campaign as the sponsor in the Fisher Cats 30-second radio commercials that the Fisher Cats purchase to promote the home stands. The campaign will also be included in the print media that the Fisher Cats purchase to promote the game and home stand.)

**Public Address announcement** – During the two campaigns (exact dates to be determined) the Fisher Cats will place the campaign logo on the video board that coincides with a message about the campaign taking place.

Print:

**Half-Page Program Advertisement** – NHOHS will receive one (1) half-page program ad in the Fisher Cats premier print publication, the Inside Pitch. There is a total press run of 35,000 and the programs are free to fans as they enter the park as well as placed in every luxury suite throughout the season. NHOHS will have the ability to provide up to three different messages throughout the season (3 issues printed).

Radio:

**30-second Radio Commercial** – NHOHS will receive a 30-second radio commercial to be aired for all 140 Fisher Cats games throughout the season (home/away). NHOHS has the ability to change this messaging to tie into local and national campaigns as needed.

The NH Fisher Cats 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.

The total cost for the paid advertising campaign will not exceed \$27,500.



EXHIBIT B

CONTRACT PRICE AND VOUCHERS FOR BUCKLE-UP NH CAMPAIGN

Contract Price

The Agency agrees to compensate the Contractor an amount not to exceed \$42,000.00 to cover costs related to carrying out the services as stipulated in Exhibit A for account 02-23-23-231010-7541000.

BUDGET

8' x 24' Static Right-Field Banner	
8' x 30' Concourse Tri-Vision Sign	
Pre and post game video board commercial	
In-game, on-field and video board promotion	
2019 Fisher Cats Game Day Program	
Coupon Book	
Radio Commercials	\$42,000.00

Vouchers

The Contractor shall submit to the Office of Highway Safety, on a monthly basis, an invoice for coordinating the advertisement activities dedicated to highway safety issues as stipulated in Schedule A. The Office of Highway Safety agrees to pay the Contractor payments of \$7,000.00/month covering each of the six months April 2019 through September 2019 for a total payment of \$42,000.00.

EXHIBIT B

CONTRACT PRICE AND VOUCHERS FOR IMPAIRED DRIVING CAMPAIGN

Contract Price

The Office of Highway Safety agrees to compensate the Contractor an amount not to exceed \$27,500.00 to cover costs related to carrying out the services as stipulated in Exhibit A for account number 02-23-23-231010-75430000.

BUDGET

4' x 16' Static Right-Field Banner	
Video board commercial	
Game day sponsorship	
Public Address Announcement	
½ Page Program Advertisement	
Radio Commercials	\$27,500.00

Vouchers

The Contractor shall submit to the Office of Highway Safety, on a monthly basis, an invoice for coordinating the advertisement activities dedicated to highway safety issues as stipulated in Schedule A. The Office of Highway Safety agrees to pay the Contractor payments of up to \$4,583.33/monthly covering each of the six months, April 2019 through September 2019, for a total payment not to exceed \$27,500.00.



# 2019 SCHEDULE



DOUBLE-A  
AFFILIATE



NHFISHERCATS.COM

603.641.2005

**APRIL**

SUN	MON	TUE	WED	THUR	FRI	SAT
					BNG 12:00pm	BNG 12:00pm
BNG 12:00pm	REA 12:00pm	REA 12:00pm	REA 12:00pm	KFD 12:00pm	KFD 12:00pm	KFD 12:00pm
KFD 12:00pm	BNG 12:00pm	BNG 12:00pm	BNG 12:00pm	HFD 12:00pm	HFD 12:00pm	HFD 12:00pm
LASTN 12:00pm	TRN 12:00pm	TRN 12:00pm	TRN 12:00pm	REA 12:00pm	REA 12:00pm	REA 12:00pm
REA 12:00pm	TRN 12:00pm	TRN 12:00pm				

**MAY**

SUN	MON	TUE	WED	THUR	FRI	SAT
					TRN 12:00pm	HFD 12:00pm
HFD 12:00pm	OFF	POR 12:00pm	POR 12:00pm	POR 12:00pm	BNG 12:00pm	BNG 12:00pm
BNG 12:00pm	REA 12:00pm	REA 12:00pm	REA 12:00pm	HFD 12:00pm	HFD 12:00pm	HFD 12:00pm
KFD 12:00pm	OFF	ALT 12:00pm	ALT 12:00pm	ALT 12:00pm	HFD 12:00pm	HFD 12:00pm
HFD 12:00pm	HFD 12:00pm	HSG 12:00pm	HSG 12:00pm	HSG 12:00pm	ALT 12:00pm	

**JUNE**

SUN	MON	TUE	WED	THUR	FRI	SAT
						ALT 12:00pm
ALT 12:00pm	OFF	BOW 12:00pm	BOW 12:00pm	BOW 12:00pm	BOW 12:00pm	BOW 12:00pm
PIC 12:00pm	OFF	BOW 12:00pm	BOW 12:00pm	BOW 12:00pm	BOW 12:00pm	BOW 12:00pm
PIC 12:00pm	OFF	BNG 12:00pm	BNG 12:00pm	BNG 12:00pm	TRN 12:00pm	TRN 12:00pm
TRN 12:00pm	POR 12:00pm	POR 12:00pm	POR 12:00pm	TRN 12:00pm	TRN 12:00pm	TRN 12:00pm
TRN 12:00pm						

**JULY**

SUN	MON	TUE	WED	THUR	FRI	SAT
	REA 12:00pm	REA 12:00pm	REA 12:00pm			
	EASTERN LEAGUE ALL-STAR GAME			HFD 12:00pm	HFD 12:00pm	HFD 12:00pm
POR 12:00pm				HFD 12:00pm	HFD 12:00pm	HFD 12:00pm
KFD 12:00pm	POR 12:00pm	POR 12:00pm	POR 12:00pm	REA 12:00pm	REA 12:00pm	REA 12:00pm
REA 12:00pm	HSG 12:00pm	HSG 12:00pm	HSG 12:00pm	REA 12:00pm	REA 12:00pm	REA 12:00pm
REA 12:00pm	OFF	AKR 12:00pm	AKR 12:00pm			

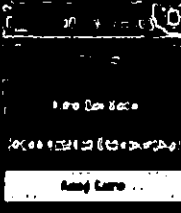
**AUGUST**

SUN	MON	TUE	WED	THUR	FRI	SAT
				AKR 12:00pm	ERI 12:00pm	ERI 12:00pm
ERI 12:00pm	OFF	BNG 12:00pm	BNG 12:00pm	BNG 12:00pm	BNG 12:00pm	BNG 12:00pm
ERI 12:00pm	OFF	BNG 12:00pm	BNG 12:00pm	BNG 12:00pm	BNG 12:00pm	BNG 12:00pm
POR 12:00pm	TRN 12:00pm	TRN 12:00pm	TRN 12:00pm	BNG 12:00pm	BNG 12:00pm	BNG 12:00pm
BNG 12:00pm	TRN 12:00pm	TRN 12:00pm	TRN 12:00pm	TRN 12:00pm	POR 12:00pm	POR 12:00pm

**SEPTEMBER**

SUN	MON	TUE	WED	THUR	FRI	SAT
POR 12:00pm	POR 12:00pm					
EASTERN LEAGUE PLAYOFFS						

- Custom League Teams
- AKR - Akron Aeros (Pittsburgh)
  - ALT - Atlanta Curve (Pittsburgh)
  - BNG - Birmingham Barons (Pittsburgh)
  - BOW - Bowie Baysox (Baltimore)
  - ERI - Erie SeaWolves (Cleveland)
  - HSG - Harrisburg Senators (Richmond)
  - HFD - Hartford Yard Goats (Pittsburgh)
  - POR - Potomac Norfolk (Baltimore)
  - PLA - Reading Fightin Phils (Pittsburgh)
  - TRN - Tennessee Smokies (Pittsburgh)
  - TRN - Tennessee Smokies (Pittsburgh)



1000 W. MAIN ST.



1000 W. MAIN ST.



1000 W. MAIN ST.

NORTHEAST DELTA DENTAL  
STADIUM

## SPECIAL PROVISIONS

22.1 Reports and Meetings. In order for the Agency to assess the advertising campaign in accordance with federal guidelines governing the use of "Section 402 Funds for Purchasing Advertising Space", the Contractor agrees to provide the Office of Highway Safety with a final report indicating attendance numbers, including any available attendance data (i.e. gender, age, special group information, etc.) for each of the home games, as well as data relative to participants in the between-inning contests.

22.2 Audit. NH Triple Play, LLC, the parent company of the New Hampshire Fisher Cats, agrees to provide the Office of Highway Safety with a copy of its Annual Report which includes the time period covered by this Agreement.

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

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

22.4 Copyrights 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 subgrant; and (b) Any rights of copyright to which the Contractor purchases ownership with grant support. (US Department of Transportation Common Rule, March 11, 1988)

22.5 The Contractor shall not be liable for any costs incurred by the Office of Highway Safety as a result of rejected copy or changes after approval by the Office of Highway Safety.

22.6 If a dispute arises between the Contractor and the Agency as to whether Advertising Services and/or between-inning contests were provided, detailed documentation (display schedules, between-inning schedules and reports, dated photographs, etc.) from the Contractor will be evidence that the Services were provided during the home game(s) on the dates shown on that documentation.

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

- a) be true and correct in every respect;
- b) not be, nor contain anything that is defamatory of any person;
- c) not be, nor contain anything that is indecent or obscene;
- d) 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 Office of Highway Safety or its goods or services; and
- e) not contain nor constitute a statement that is misleading or deceptive or likely to be mislead.

22.8 The "New Hampshire Fisher Cats 2019 Eastern League Schedule" appearing on the following page highlights the 70 home games scheduled to be played at the Fisher Cats Ball Park during which the advertisement activities detailed in Schedule A will be conducted.

22.9 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.

## Special Provisions Continued

### Informed Consent to Voluntary Participation and Waiver of Claims

In consideration for being permitted to participate in a New Hampshire Fisher Cats On-Field Promotion, Contest, Entertainment Exhibition, Baseball Clinic, Baseball Lesson, Baseball or Softball Exhibition or Official Game (hereinafter "Event") at Fisher Cats Stadium, the undersigned competitor (hereinafter "Competitor") hereby acknowledges and agrees as follows:

Competitor hereby consents to the use of Competitor's name and/or likeness, biographical material and/or voice by the Fisher Cats, without compensation, in any publicity and/or advertising or promotional materials for the Event or the Event Sponsor in any form of media anywhere in the United States.

**Competitor hereby warrants that Competitor's participation in the Event is entirely at the Competitor's option, and as such, Competitor understands and hereby assumes all risks associated with the Event and is solely responsible for his/her participation in the Event.**

When the Event occurs at a baseball game, or involves the game of baseball, Competitor also expressly assumes all risks incidental to the game of baseball, including, but not exclusively, injury resulting from thrown or batted balls, thrown or projected bats or other equipment, manually or mechanically projected promotional items, or distractions from the Event resulting from promotional events, contests, mascots, fans or other entertainment. Competitor hereby expressly agrees that New Hampshire Fisher Cats, NH Triple Play, LLC, DSF Sports & Entertainment, and the City of Manchester, New Hampshire, the State of New Hampshire, the NH Highway Safety Agency, and their respective agents, directors, officers, employees, attorneys, insurers, servants, agents, parents, divisions, subsidiaries, predecessors, successors, and representatives (the "Released Parties") are expressly released by the Competitor from claims arising from any such injuries and hazards.

Competitor also forever generally and completely releases and discharges the New Hampshire Fisher Cats, NH Triple Play, LLC, DSF Sports & Entertainment, and the City of Manchester, New Hampshire, , the State of New Hampshire, the NH Office of Highway Safety, and their respective agents, directors, officers, employees, attorneys, insurers, servants, agents, parents, divisions, subsidiaries, predecessors, successors, and representatives (the "Released Parties") of and from any and all claims and demands of any kind, in law, equity, and otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, for damages actual and consequential, past, present, and future arising out of or in any way related to the Event and/or the respective obligations, activities, and/or dealings between the Competitor and the Released Parties relating to the Event, any publicity relating to the Event, and any prizes and/or the acceptance, possession, use, or misuse of any prizes or other benefits awarded to Competitor in the Event.

This is a full, complete, general and final Release of any and all claims described as foresaid, and Competitor agrees that it shall apply to all unknown, unanticipated, unsuspected, and undisclosed claims, demand liabilities, actions or causes of action, in law, equity or otherwise. This Release (i) constitutes the complete final and exclusive embodiment of the agreement between Competitor and the Released Parties with respect to the subject matter herein stated; (ii) is contractual and not mere recital; and (iii) is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Competitor has carefully read this Release, signs the same of his/her own will and represents and warrants that Competitor is not a minor. This Release shall bind the heirs, personal representatives, and successors of Competitor, and shall inure to the benefit of the Released Parties.

This Release is being delivered in the State of New Hampshire and shall be construed and enforced in accordance with New Hampshire law, without giving effect to conflict of laws principles.

In the event that the Competitor institutes legal action against the Released Parties, including but not limited to litigation, mediation, or arbitration, and such legal action is deemed to be governed by the terms of this Release, Competitor hereby agrees that the Released Parties shall be entitled to recover from the Competitor the Released Parties' reasonable attorneys fees and costs expended in the defense of said legal action.

If any provision of this Release shall, for any reason, be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and the remainder of this Release and its application to other persons or circumstances shall remain valid and enforceable.

This Release is hereby executed by the undersigned Competitor/Participant on this \_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Competitor's Name – please print      Parent or Guardian (If Competitor is under 18)      \_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Competitor      Signature of Parent or Guardian (if under 18)      \_\_\_\_\_  
Date

<b>Awarding Agency:</b> Office of Highway Safety (OHS)
<b>Federal Awarding Agency:</b> National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA Region 1 55 Broadway, RTV-8E Cambridge, MA 02142
<b>FAIN Number:</b> 18X920405dNH16/69A37518300004020NH0/69A37519300004020NH0
<b>Project Title &amp; Number:</b> OHS NH Fisher Cats Seat Belt Campaign/Impaired Driving 19-271
<b>Funding Source; PSP &amp; Task #:</b> 402 19-01-03and 405d 19-07 03
<b>Duns #:</b> 841240323
<b>Award Title:</b> Fast Act NHTSA 402 Occupant Protection and 405d Alcohol
<b>Catalog of Federal Domestic Assistance (CFDA) Number:</b> 20.600 and 20.616
<b>Is This a Research and Development Project (Yes or No):</b> No
<b>In Kind Match:</b> \$10,500.00
<b>In Kind Match to support this project shall be met using advertising or related work.</b>

<b>Awarding Agency:</b> Office of Highway Safety (OHS)
<b>Federal Awarding Agency:</b> National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA Region 1 55 Broadway, RTV-8E Cambridge, MA 02142
<b>FAIN Number:</b> 18X920405dNH16/18X920405dNH17/69A3751830000405Dnhl/69A3751930000405DNHL
<b>Project Title &amp; Number:</b> OHS NH Fisher Cats Impaired Driving Campaign 19-271
<b>Funding Source; PSP &amp; Task #:</b> 405d Funds 19-07 03
<b>Duns #:</b> 841240323
<b>Award Title:</b> NHTSA Section 405d ALCOHOL
<b>Catalog of Federal Domestic Assistance (CFDA) Number:</b> 20.616
<b>Is This a Research and Development Project (Yes or No):</b> No
<b>In Kind Match:</b> \$6,875.00
<b>In Kind Match to support this project shall be met using advertising or related work.</b>

## **U.S. Department of Transportation/NHTSA Grant Conditions:**

**As a result of participating in Federal highway safety grant programs administered by National Highway Traffic Safety Administration (NHTSA) and the US Department of Transportation (USDOT), highway safety subrecipients are required to comply with the following documents:**

- Subrecipients agree to comply with all applicable elements of NHTSA **Highway Safety Grant Funding Guidance** dated August, 2015 and found at the following Web link.: <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide>. Subrecipients should pay particular attention to the sections on (1) allowable costs for equipment, travel, training, and consultant services; and (2) unallowable costs for equipment, facilities and construction, training and program administration.
- Subrecipients agree to comply with all applicable elements of 2 CFR 200 - the **Uniform Administrative Requirement for Grants, Cost Principles, and Audit Requirements** as promulgated by the U.S. Department of Transportation. This document is found at the following Web link <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide>.
- Subrecipients agree to comply with all applicable Federal basic and incentive grant program requirements as outlined in the **Highway Safety Grant Management Manual** found at the following Web link: <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide>. This document provides information on each of the grant programs.

**The following additional provisions apply to highway safety subrecipients as a result of certifications and assurances provided to NHTSA by State Highway Safety Offices in their Highway Safety Plan:**

- **Federal Funding Accountability & Transparency Act (FFATA).** *Data Universal Numbering System (DUNS) Numbers Requirement.* As the recipient of federal highway safety funds, the applicant agency must have a DUNS number. This is a unique nine-character number that identifies the applicant agency and is used by the federal government to track how federal funds are distributed. If the applicant agency is authorized to make sub-awards under this contract, it must: 1) notify potential sub-recipients that no entity may receive a sub-award unless that entity has provided the applicant agency with its DUNS number; and 2) the applicant agency may not make a sub-award to an entity unless the entity has provided its DUNS number to the applicant agency. (<https://fedgov.dnb.com/webform>)

## **Appendix A to Part 1300— Certifications and Assurances for Highway Safety Grants (23 U.S.C.)**

### **NONDISCRIMINATION**

**(applies to subrecipients as well as States)**

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C.



- 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 *et seq.*), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686) (prohibit discrimination on the basis of sex);
  - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
  - The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
  - The Civil Rights Restoration Act of 1987, (Pub. L. 100–209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
  - Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131–12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
  - Executive Order 12898, Federal Actions To Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087–74100). The State highway safety agency—
  - Will take all measures necessary to ensure that no person in the United States hall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance; Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT’s or NHTSA’s access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority; Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non- Discrimination Authorities and this Assurance; Insert in all contracts and funding agreements with other State or private entities the following clause: “During the performance of this contract/funding agreement, the contractor/funding recipient agrees—
    - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
    - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
    - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
    - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose

such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

- e. To insert this clause, including paragraphs a through e, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

**POLITICAL ACTIVITY (HATCH ACT)**  
**(applies to subrecipients as well as States)**

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501–1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**CERTIFICATION REGARDING FEDERAL LOBBYING**  
**(applies to subrecipients 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.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**RESTRICTION ON STATE LOBBYING**  
**(applies to subrecipients as well as States)**

- None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

## **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

**(applies to subrecipients as well as States)**

### ***Instructions for Primary Certification (States)***

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2CFR parts 180 and 1300.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency’s determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier

covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

#### ***Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions***

1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### ***Instructions for Lower Tier Certification***

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2CFR parts 180 and 1300.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available

to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

#### ***Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions***

1. The prospective lower tier participant certifies, by submission of this proposal, 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.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **BUY AMERICA ACT**

**(applies to subrecipients as well as States)**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

**PROHIBITION ON USING GRANT FUNDS  
TO CHECK FOR HELMET USAGE  
(applies to subrecipients as well as States)**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

- **Cash Management:** Cash draw-downs will be initiated only when actually needed for disbursement (i.e., as close as possible to the time of making disbursements). Cash disbursements and balances will be reported in a timely manner as required by NHTSA. 2 CFR Part 200.305.

For subrecipients, recipients must establish reasonable procedures to ensure the receipt of reports on subrecipients' cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency. Recipients must monitor cash draw-downs by their subrecipients to assure that they conform substantially to the same standards of timing and amount as apply to advances to the recipients. 2 CFR 200.305. Failure to adhere to these provisions may result in the termination of draw-down privileges.

**Office of Management and Budget Grant Conditions:**

The following documents issued by the Office of Management and Budget (OMB) apply to all Federal grants regardless of the Federal Department making them available:

- **Audit Requirement of Federal Funds :** 2 CFR part 200, subpart F (formerly known as OMB Circular A-133) – These requirements apply to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. Any non-profit organization, institution of higher education, or local government spending more than \$750,000 in federal funds *from all sources* within a 12-month period must have an audit performed on the use of the funds. OGR defines the 12-month period as July 1 to June 30. The following link provides the full text of this basic federal grant requirement: <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide>.
- **Cost Principles for Federal Grants to *State and Local Governments***
  - 2 CFR 200 subpart E – These requirements apply only to state and local government subrecipients. These regulations list and define general categories of costs that are both allowable and unallowable. Examples include the following:
    - The cost of alcoholic beverages is unallowable.
    - Costs incurred by advisory councils are allowable.
    - Audit costs are allowable.
    - Compensation costs are allowable so long as they are consistent with that paid for similar work in other activities of the local government.
    - Entertainment costs are unallowable.
    - Equipment costs are allowable with the prior approval of the HSO. Equipment having a useful life of more than one year or a current per-unit fair market value of \$5,000 or more must be tracked. When replacing equipment purchased with federal funds, the equipment to be replaced may be used as a trade-in or can be sold with the proceeds used to offset the cost of the replacement equipment. In addition, during the period of the contract with HSO, insurance on the equipment is allowable.

- Travel costs are allowable if pre-approved by the HSO and so long as they are consistent with those normally allowed in like circumstances for non-federally funded activities.
- **Cost Principles for Federal Grants to *Non-Profit Organizations and Institutions of Higher Education*** - These requirements apply to only the non-profit and higher education sub recipients. These document list and define general categories of costs that are allowable and unallowable. The links below provide the full text of these two basic federal grant requirements.
  - 2 CFR 200 subpart E

## **II. Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(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 subrecipient 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 subrecipient 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 subrecipient 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 subgrants 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.

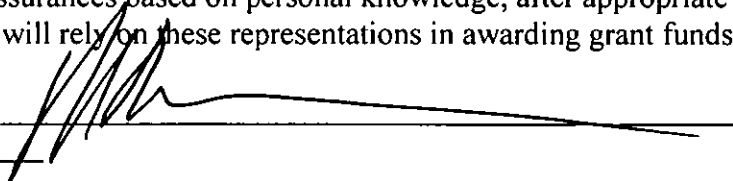


I understand that failure to comply with applicable Federal statutes and regulations may subject State officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 2 CFR 200.

I sign these Certifications and Assurances based on personal knowledge, after appropriate inquiry, and I understand that the Government will rely on these representations in awarding grant funds.

Authorized Contract Signatory: \_\_\_\_\_

Date: 1/31/17

A handwritten signature in black ink, consisting of several overlapping, slanted strokes, is written over a horizontal line. The signature is positioned to the right of the 'Authorized Contract Signatory' label and extends across the line.

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# State of New Hampshire

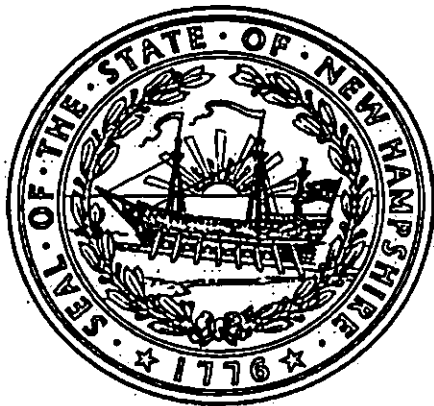
## Department of State

### 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: 0004398727



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 4th day of February A.D. 2019.

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

William M. Gardner  
Secretary of State



AA Affiliate 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 the 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 January 31, 2019 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, Corporate Controller

STATE OF NEW HAMPSHIRE

COUNTY OF HILLSBOROUGH

On this 31<sup>st</sup> day of January 2019, the above named, Jennifer Egan, personally appeared before me and made oath that the foregoing statements are true and correct to the best of her knowledge and belief.



Notary Public/Justice of the Peace



My Commission expires: \_\_\_\_\_

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 K & K Insurance Group, Inc. P.O. Box 2338 Fort Wayne, In 46801	CONTACT NAME: SPORTS	FAX (A/C, No): 260-459-5120	
	PHONE (A/C, No, Ext): 800-441-3994	E-MAIL ADDRESS: KK.SPORTS@KANDKINSURANCE.COM	
INSURED NH TRIPLE PLAY, LLC; D/B/A NH FISHER CATS 1 LINE DRIVE MANCHESTER, NH 03101	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: NATIONAL CASUALTY COMPANY		11991
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

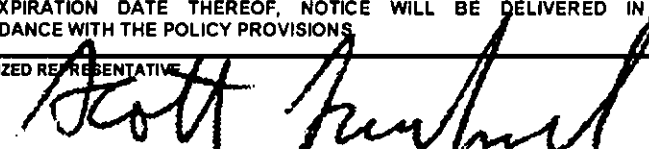
COVERAGES CERTIFICATE NUMBER: 1963779 REVISION NUMBER:

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	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <u>Owners &amp; Contractors</u> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	N	N	KRO0007349600	12:01AM 4/05/18	12:01AM 4/05/19	EACH OCCURRENCE	1000000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	1000000
							MED EXP (Any one person)	1000
							PERSONAL & ADV INJURY	1000000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea Accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			XXO0007349800	12:01AM 4/05/18	12:01AM 4/05/19	EACH OCCURRENCE	5000000
							AGGREGATE	5000000
							PER-STATUE	OTHER
	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 <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	

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

EVIDENCE OF INSURANCE

CERTIFICATE HOLDER OFFICE OF HIGHWAY SAFETY 33 HAZEN DRIVE, ROOM 109A CONCORD, NH 03305	CANCELLATION 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 



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/05/2019

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).

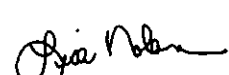
<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101	<b>CONTACT NAME:</b> Lisa Nolan, CPCU <b>PHONE (AC, No, Ext):</b> (603) 669-3218 <b>E-MAIL ADDRESS:</b> lnolan@crossagency.com	<b>FAX (AC, No):</b> (603) 645-4331
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  NH Triple Play, LLC, DBA: New Hampshire Fishercats One Line Drive  Manchester NH 03101	<b>INSURER A:</b> Liberty Mutual Insurance Co.	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 18-19 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <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 \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC531S603287018 (3a.) NH	04/05/2018	04/05/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER    A Solomon excluded E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

<b>CERTIFICATE HOLDER</b>  NH Department of Safety Office of Highway Safety 33 Hazen Drive Room 109A Concord NH 03305	<b>CANCELLATION</b>  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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