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State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

RICHARD C. BAILEY, JR.
ASSISTANT COMMISSIONER

EDDIE EDWARDS
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

May 12, 2022

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

REQUESTED ACTION

Authorize the Department of Safety, New Hampshire Office of Highway Safety (NHOHS) to enter into a two-year contract with iHeart Media + Entertainment, Inc., (VC# 174906-P001, 20880 Stone Oak Parkway, San Antonio, TX 78258) for radio advertisements on highway traffic safety for an amount of \$355,100.00. Effective upon Governor and Council approval through September 30, 2023. Funding Source: 100% Federal Funds.

Funds are available in the SFY2022 operating budget and contingent upon availability and continued appropriations in SFY 2024 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-231010-7541000 Dept. of Safety-Office of Commissioner-NHTSA Grants

102 500731 Contracts for Program Services

SFY22	SFY23	SFY24
\$18,500.00	\$120,250.00	\$27,750.00

02-23-23-231010-754300 Dept. of Safety-Office of Commissioner-410 Alcohol

102 500731 Contracts for Program Services

SFY22	SFY23	SFY24
\$15,444.00	\$100,386.00	\$23,170.00

02-23-23-231010-7544000 Dept. of Safety-Office of Commissioner-405f Motorcycle

102 500731 Contracts for Program Services

SFY22	SFY23	SFY24
\$5,510.00	\$35,815.00	\$8,275.00

Sub Total: \$39,454.00 \$256,451.00 \$59,195.00

Grand Total: \$355,100.00

EXPLANATION


This contract will provide for highway safety messages to be aired on iHeart Media + Entertainment stations as part of the Total Traffic & Weather Network Sponsorship and radio commercial campaign for the purpose of increasing public awareness of highway safety topics such as impaired driving, seat belt use, distracted driving, etc. iHeart Media + Entertainment has the capacity to reach over 90% of the population in the state through their nineteen stations. This extensive media campaign will help spread the message about safe driving and the NHOHS's mission to reduce traffic-related fatalities on the roadways. iHeart Media + Entertainment will also use social media messaging, geolocation technology, pre-roll PSAs, and other media messaging avenues to increase public awareness of important highway safety messages.

A Request for Proposals (RFP DOS2022-02) for a two-year contract was posted on the State's Administrative Services website from March 3, 2022 through March 18, 2022. One proposal from iHeart Media + Entertainment

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was received; evaluated and scored by members of the Office of Highway Safety. The iHeart Media + Entertainment submitted proposal met the RFP requirements as requested.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Robert L. Quinn", written over a horizontal line.

Robert L. Quinn
Commissioner of Safety

(3/22/2022)

RFP DOS2022-02 Radio and Digital Campaign Bid Summary

Program Name: Request for Proposal For Radio and Digital Campaign For the Office of Highway Safety

RFP Score Summary

RFP Criteria	Max Pts.	iHeart Media
Soundness & Innovativeness of Approach	20	19
Implementation	30	27.5
Cost	25	25
Samples of Creative Work	10	10
Personnel and Research Organization Qualifications	15	15
Total Points Award	100	96.5

Definitions and Scoring Criteria

Soundness & Innovativeness of Approach: The general suitability of the organization to carry out the state goals, which in this case is to promote safety messages digitally and on the radio. Also included is the creative approach to putting out messages to the targeted audience.

Implementation: The organization can provide the deliverables as described in the RFP.

Cost: The proposed cost seems appropriate for what is promised to be delivered, vendor provides enough detail to show how the money is spent.

Samples of Creative Work: The organization has provided the best work as samples to review.

Personnel and Research Organization Qualifications: The organization has qualified people who can carry out the objective of the media campaign in a creative and efficient way.

Scoring Committee



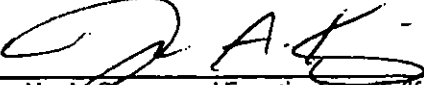
John Clegg, Office of Highway Safety, Program Manager	Mr. Clegg began working for the Office of Highway Safety as a field representative and is currently a Program Manager. He has worked on many media-related contracts for highway safety messaging.
Emily McNair, Office of Highway Safety, Public Information Office	Ms. McNair began working as the Public Information Officer in November. Her previous experience includes radio as on-air talent along with work in public relations media campaigns and creative marketing.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Safety New Hampshire Office of Highway Safety		1.2 State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3 Contractor Name IHEART Media + Entertainment, Inc.		1.4 Contractor Address 20880 Stone Oak Parkway San Antonio, TX 78258	
1.5 Contractor Phone Number 727-310-2567	1.6 Account Number See Exhibit C	1.7 Completion Date 9/30/2023	1.8 Price Limitation \$355,100.00
1.9 Contracting Officer for State Agency Emily McNair		1.10 State Agency Telephone Number 603-271-6757	
1.11 Contractor Signature  Date: 3/30/22		1.12 Name and Title of Contractor Signatory Zachary Field, SVPS	
1.13 State Agency Signature  Date: 5/10/22		1.14 Name and Title of State Agency Signatory Steven R. Lavoie, Director 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: 5/31/22			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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.

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, 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.

EXHIBIT A

Special Provisions

Due to the lower risk work scope of this contract, both parties agree to accept the \$1,000,000.00 general aggregate in general liability insurance currently carried by the vendor.

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:

1. 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.
2. 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;
3. 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, sub grants, 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.

§200.318 General procurement standards.

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept

gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 43309, July 22, 2015]

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 governmentwide 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]

EXHIBIT B

Scope of Services

Employment of Contractor; Services to be Performed

This contract is effective upon Governor and Council approval through September 30, 2023. The total cost of this contract shall not exceed \$355,100.00.

The Department of Safety, Office of Highway Safety (OHS) reserves the right to reject any creative not approved within this contract or not eligible under the National Highway Traffic Safety Administration Grant Program. The Contractor will incur any costs associated with developing additional materials, props, equipment, etc.

The responsibilities of the contractor are as follows:

- a) To broadcast no less than 205 radio spots annually for a total of no less than 4,000,000 gross impressions. These scheduled spots shall air on the Total Traffic & Weather Network on no less than 12 stations throughout NH and iHeart Media networks.
- b) To broadcast network mentions Monday – Sunday 5 a.m. to 8 p.m. in the Concord/Lebanon-Rutland/Manchester/Portsmouth-Dover markets.
- c) To target specific demographics across all stations and to include across all formats and supply targeted audience demographic data upon request.
- d) To broadcast no less than 1,150,000 gross impressions through iHEART Media + Entertainment, Inc. OTT/pre-roll video, and streaming on iHEARTRadio.
- e) To broadcast digital streaming ads to coincide with the following high-visibility enforcement campaigns, such as: U Drive. U Text. U Pay., (April) Click It or Ticket (May) and Drive Sober or Get Pulled Over (August – September).
- f) To integrate elements to include presence/mentions for events such as Memorial Black Party Weekend, July 4th Block Party Weekend etc.
- g) To administer all materials needed for air play of advertisements to each pre-selected stations as named in Exhibit D – Radio Stations for Total Traffic & Weather Network.

- h) To advise and assist the OHS in bringing radio files provided for airplay into compliance according to industry standards.
- i) To provide with proof of performance and the following itemized information about each campaign: total number run, dollar value, date and time of airing and campaign topic. (i.e., distracted driving, teen driving, etc.)
- j) To ensure the spots run within the approved flight date within the correct HVE or social norming campaign.
- k) The contractor will be responsible for the payment of any subcontractors.

EXHIBIT C

Terms of Payment

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

Office of Highway Safety

Payment for contracted services for advertisement will be made within (30) days upon the State's timely receipt, acceptance and approval of each itemized invoice as follows:

Payment – upon completion of aired advertisements and Department of Safety, Office of Highway Safety's receipt of final performance and evaluation report as stated in the Scope of Services for an amount up to \$355,100.00

Invoice(s) shall be submitted to:

Emily McNair, Public Information Officer
New Hampshire Department of Safety
Office of Highway Safety, Room 208
33 Hazen Drive Concord, NH 03305
Emily.k.mcnaire@dos.nh.gov

Funding is available in SFY22, SFY23 and SFY24 budget as follows:

02-23-23-231010-75410000 Dept. of Safety – Office of Commissioner – NHTSA Grants 102 500731
Contracts for Program Services:

Distracted Driving: \$57,000.00
Occupant Protection: \$57,000.00
Police Traffic Services (Speeding): \$39,000.00
Bicycle/Pedestrian Safety: \$13,500.00

02-23-23-231010-75430000 Dept. of Safety – Office of Commissioner – 410/Alcohol
102 500731 Contracts for Program Services:

Alcohol: \$139,000.00

02-23-23-231010-75440000 Dept. of Safety – Office of Commissioner – 405f/Motorcycle
102 500731 Contracts for Program Services:

Motorcycle: \$49,600.00

Awarding Agency: Office of Highway Safety (OHS)
Federal Awarding Agency: National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA Region 1 55 Broadway, RTV-8E Cambridge, MA 02142
FAIN Number: 69A37520300004020NH0/69A37521300004020NH0/69A37522300004020NH0
Project Title & Number: IHEART MEDIA + ENTERTAINMENT, INC. 22-272
Funding Source; PSP & Task #: 22-04-03
Duns #: 829257588
Award Title: NHTSA 402 Distracted Driving
Catalog of Federal Domestic Assistance (CFDA) Number: 20.600
Is This a Research and Development Project (Yes or No): No
In Kind Match: \$14,250.00
In Kind Match to support this project shall be met using advertising or related work.

Awarding Agency: Office of Highway Safety (OHS)
Federal Awarding Agency: National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA Region 1 55 Broadway, RTV-8E Cambridge, MA 02142
FAIN Number: 69A3752130000405bNHL/69A3752230000405bNHL/69A3752230SUP405bNHL
Project Title & Number: IHEART MEDIA + ENTERTAINMENT, INC. 22-272
Funding Source; PSP & Task #: 22-01-03
Duns #: 829257588
Award Title: NHTSA 405b Occupant Protection
Catalog of Federal Domestic Assistance (CFDA) Number: 20.616
Is This a Research and Development Project (Yes or No): No
In Kind Match: \$14,250.00
In Kind Match to support this project shall be met using advertising or related work.

Awarding Agency: Office of Highway Safety (OHS)
Federal Awarding Agency: National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA Region 1 55 Broadway, RTV-8E Cambridge, MA 02142
FAIN Number: 69A37520300004020NH0/69A37521300004020NH0/69A37522300004020NH0
Project Title & Number: IHEART MEDIA + ENTERTAINMENT, INC. 22-272
Funding Source; PSP & Task #: 22-06-03
Duns #: 829257588
Award Title: NHTSA Section 402 Bicycle and Pedestrian Safety
Catalog of Federal Domestic Assistance (CFDA) Number: 20.616
Is This a Research and Development Project (Yes or No): No
In Kind Match: \$3,375.00
In Kind Match to support this project shall be met using advertising or related work.

Awarding Agency: Office of Highway Safety (OHS)
Federal Awarding Agency: National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA Region 1 55 Broadway, RTV-8E Cambridge, MA 02142
FAIN Number: 69A3752130000405dNHL/69A3752230000405DNHL
Project Title & Number: IHEART MEDIA + ENTERTAINMENT, INC. 22-272
Funding Source; PSP & Task #: 22-07-03
Duns #: 829257588
Award Title: NHTSA Section 405d ALCOHOL
Catalog of Federal Domestic Assistance (CFDA) Number: 20.616
Is This a Research and Development Project (Yes or No): No
In Kind Match: \$34,750.00
In Kind Match to support this project shall be met using advertising or related work.

Awarding Agency: Office of Highway Safety (OHS)
Federal Awarding Agency: National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA Region 1 55 Broadway, RTV-8E Cambridge, MA 02142
FAIN Number: 69A3751930000405fNH1/69A3752030000405fNH0/69A3752130000405fNH0/69A375223000 0405FNH0
Project Title & Number: IHEART MEDIA + ENTERTAINMENT, INC. 22-272
Funding Source; PSP & Task #: 22-05-03
Duns #: 829257588
Award Title: NHTSA Section 405f Motorcycle
Catalog of Federal Domestic Assistance (CFDA) Number: 20.616
Is This a Research and Development Project (Yes or No): No
In Kind Match: \$12,400.00
In Kind Match to support this project shall be met using advertising or related work.

Awarding Agency: Office of Highway Safety (OHS)
Federal Awarding Agency: National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA Region 1 55 Broadway, RTV-8E Cambridge, MA 02142
FAIN Number: 69A37520300004020NH0/69A37521300004020NH0/69A37522300004020NH0
Project Title & Number: IHEART MEDIA + ENTERTAINMENT, INC. 22-272
Funding Source; PSP & Task #: 22-02-03
Duns #: 829257588
Award Title: NHTSA Section 402 Police Traffic Services
Catalog of Federal Domestic Assistance (CFDA) Number: 20.616
Is This a Research and Development Project (Yes or No): No
In Kind Match: \$9,750.00
In Kind Match to support this project shall be met using advertising or related work.

State of New Hampshire

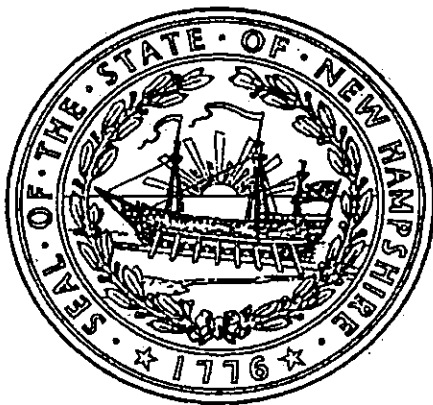
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that IHEARTMEDIA + ENTERTAINMENT, INC. is a Nevada Profit Corporation registered to transact business in New Hampshire on January 20, 2004. 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: 462280

Certificate Number: 0005662110



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of February A.D. 2022.

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

William M. Gardner
Secretary of State



70 Foundry Rd
Manchester, NH 03101

o 603.518.1918
m 603.234.4374

www.iHeartMedia.com
www.iHeartRadio.com

OFFICER'S CERTIFICATE

I, Joseph Graham, being the President of
iHeartMedia New Hampshire hereby certify that Zachary Field, Senior Vice President of Sales,
has authority to execute state and state organization contracts on behalf of the Company until
December 31, 2022.

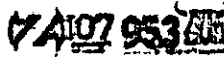
IN WITNESS WHEREOF, I have duly executed this Certificate as of the 2nd day
of December, 2021.

iHeartMedia New Hampshire

By: 

Joseph Graham
President

JoeGraham@iHeartmedia.com





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/02/2022

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 Marsh USA, Inc. 4400 Comerica Bank Tower 1717 Main Street Dallas, TX 75201-7357 CN103696528-GAW1m-GAW-22-23	CONTACT NAME: Cathy Crown PHONE (A/C, No., Ext): 210-551-7053 FAX (A/C, No.): E-MAIL ADDRESS: Cathy.Crown@marsh.com														
INSURED iHeartMedia, Inc., iHeartCommunications, Inc., iHeartMedia + Entertainment, Inc. & their subsidiaries 20880 Stone Oak Parkway San Antonio, TX 78258	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : National Union Fire Ins Co Pittsburgh PA</td><td>19445</td></tr><tr><td>INSURER B : All Insurance Company</td><td>19399</td></tr><tr><td>INSURER C : The Insurance Company of The State of Pennsylvania</td><td>19429</td></tr><tr><td>INSURER D : N/A</td><td>N/A</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Ins Co Pittsburgh PA	19445	INSURER B : All Insurance Company	19399	INSURER C : The Insurance Company of The State of Pennsylvania	19429	INSURER D : N/A	N/A	INSURER E :		INSURER F :	
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INSURER D : N/A	N/A														
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

HOU-003904982-03

REVISION NUMBER: 6

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			GL6547106	03/31/2022	03/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY			CA7030905 (MA)	03/31/2022	03/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
C	<input checked="" type="checkbox"/> ANY AUTO			CA7030906 (VA)	03/31/2022	03/31/2023	BODILY INJURY (Per person) \$
A	<input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA7030907	03/31/2022	03/31/2023	BODILY INJURY (Per accident) \$
				"AOS except ID, ME, MT, SD, VT, WY."			PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC035901739 (AOS)	03/31/2022	03/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	WC035901741 (WI)	03/31/2022	03/31/2023	E.L. EACH ACCIDENT \$ 1,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below			WC035901740 (CA)	03/31/2022	03/31/2023	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: 4 year advertising contract RFP for \$750,000; Division: Community; Market/Branch Name: Manchester

CERTIFICATE HOLDER

CANCELLATION

NH Office of Highway Safety Attn: John Clegg 33 Hazen Drive Room 208 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 <i>Marsh USA Inc.</i>
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© 1988-2016 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: CN103696528

LOC #: Dallas



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

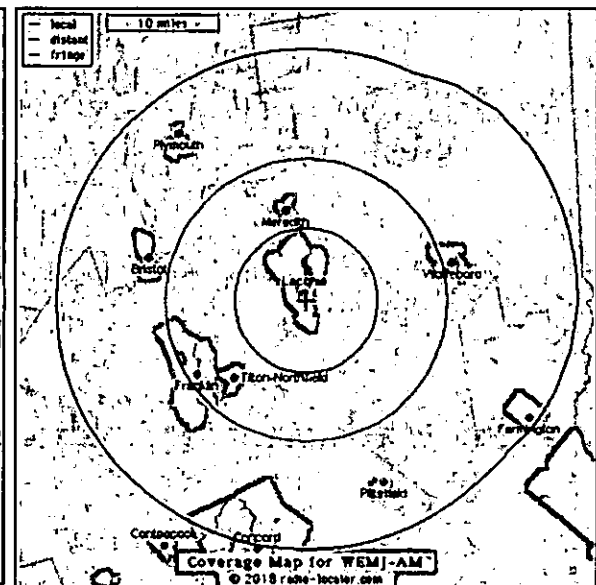
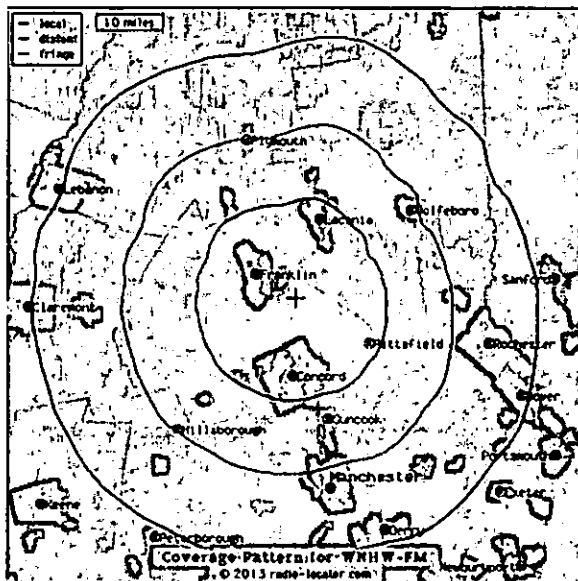
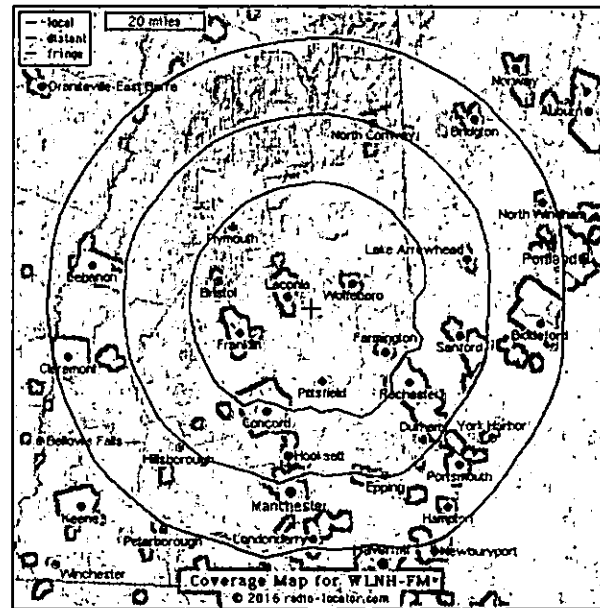
AGENCY Marsh USA, Inc.		NAMED INSURED iHeartMedia, Inc., iHeartCommunications, Inc., iHeartMedia + Entertainment, Inc. & their subsidiaries 20880 Stone Oak Parkway San Antonio, TX 78258
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

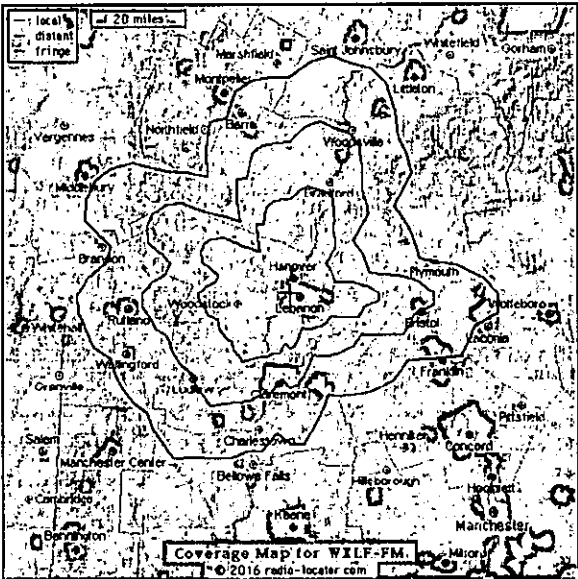
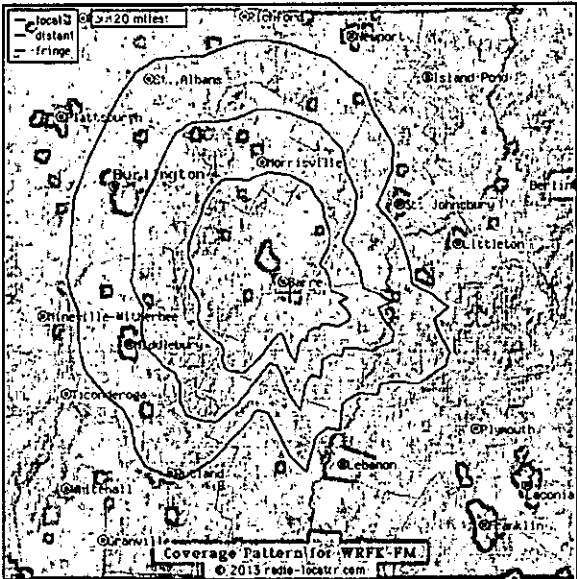
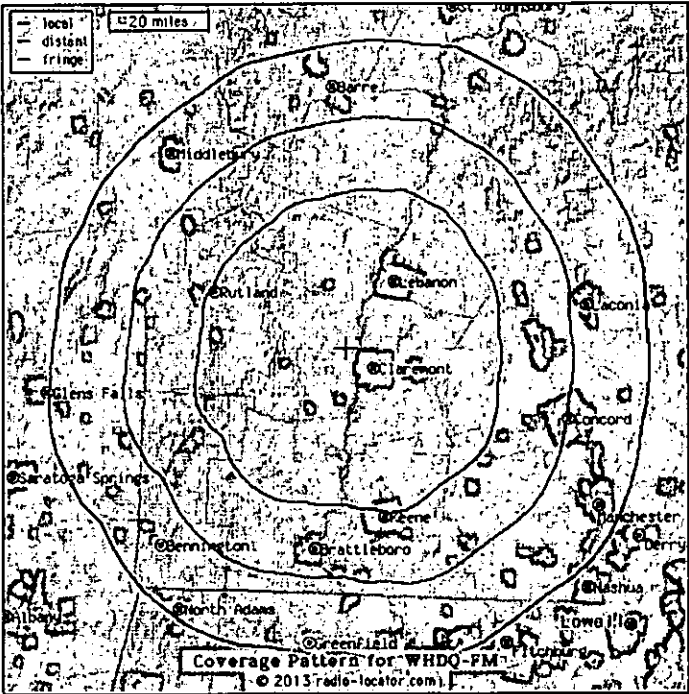
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation is evidenced for employees of the Named Insured Only.

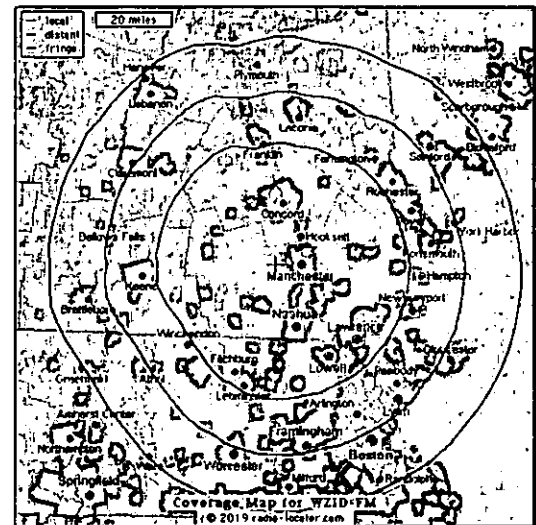
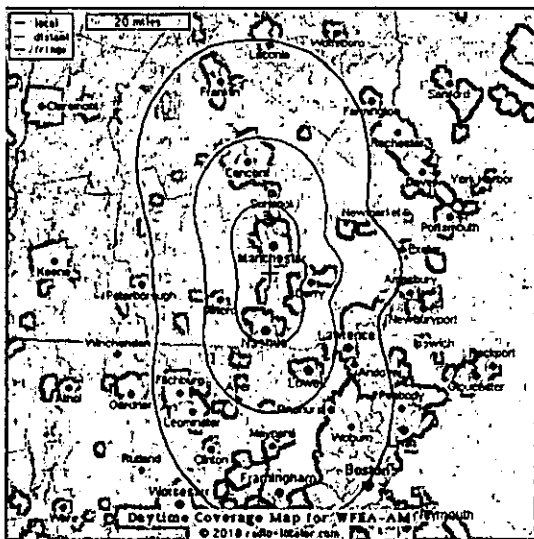
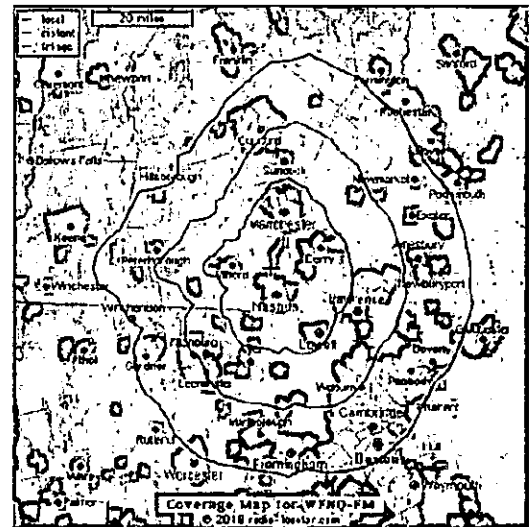
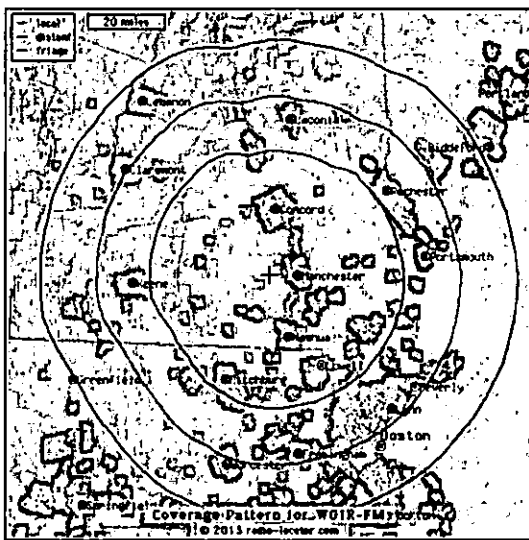
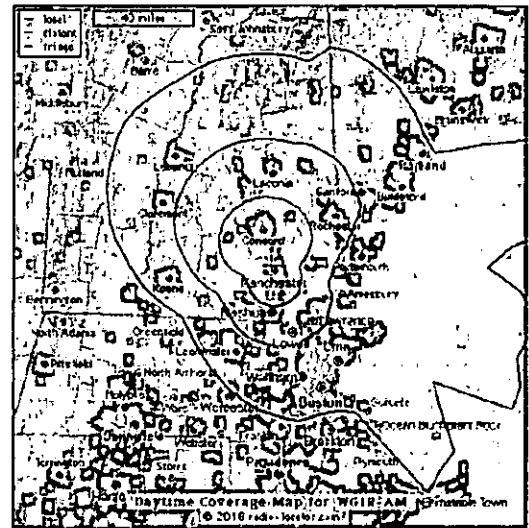
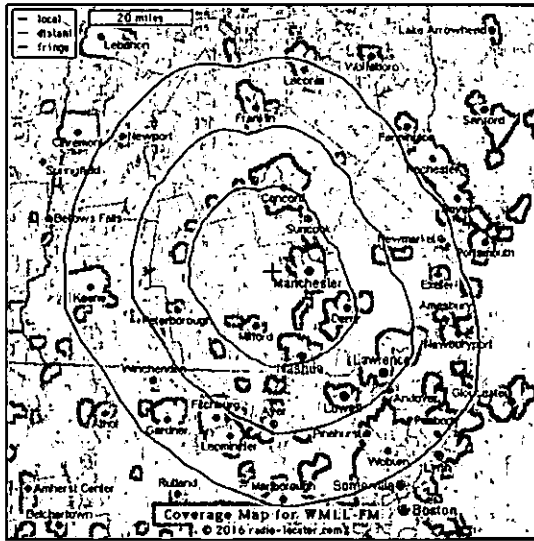
Concord Lakes Station Coverage Maps Total Traffic Weather Network Maps Total Traffic Weather Network



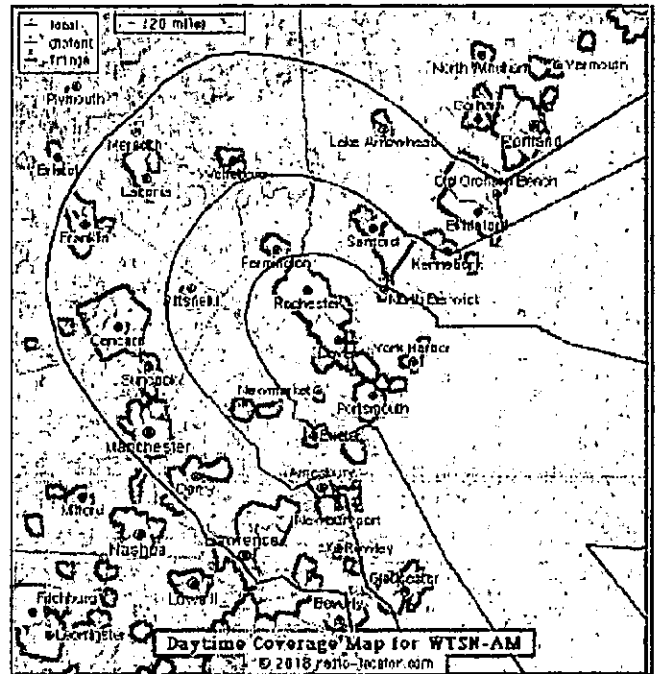
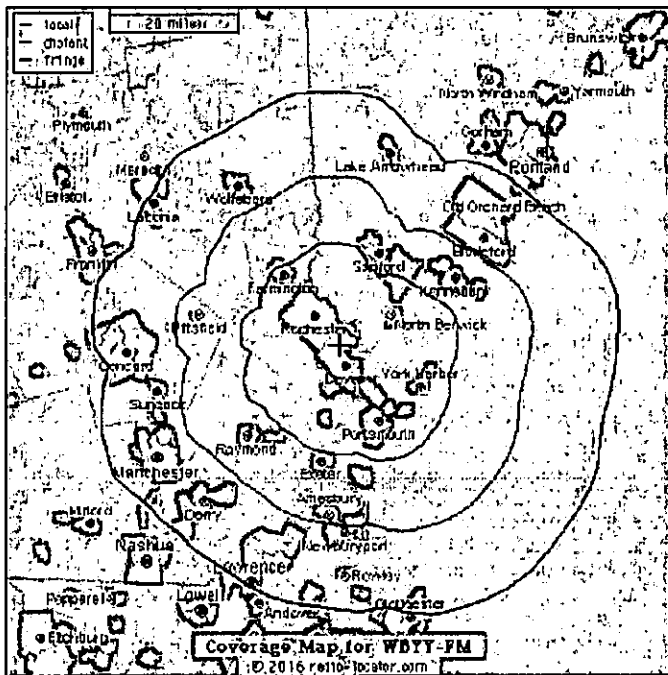
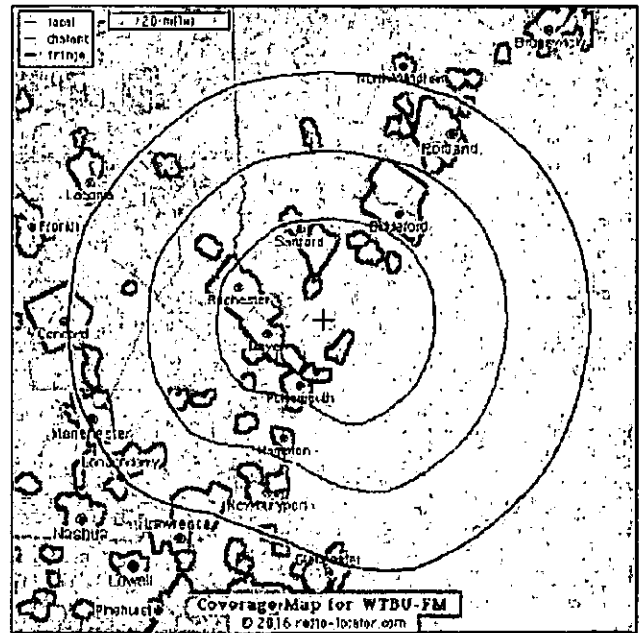
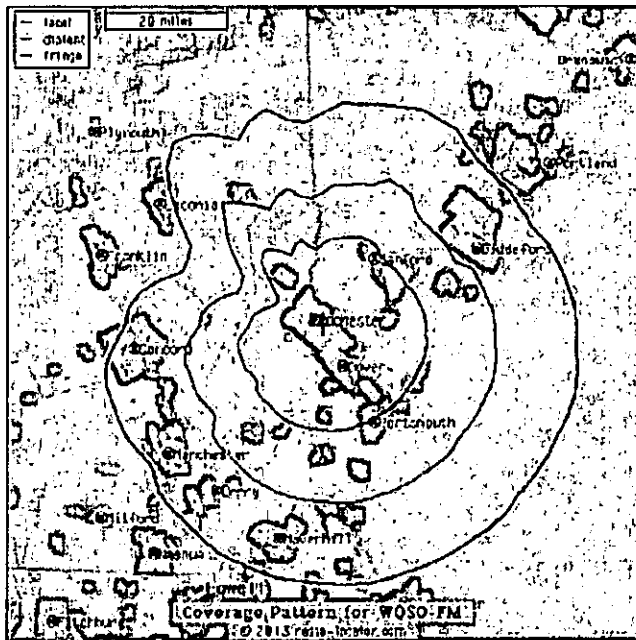
Lebanon-Hanover-WHT RIVER JUNCTION, NH-VT Coverage Maps Total Traffic Weather Network 2019



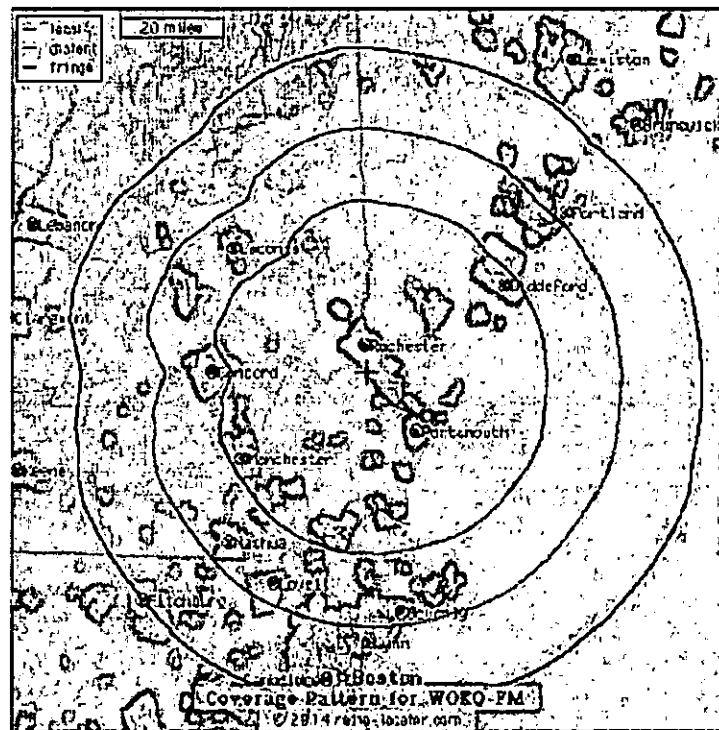
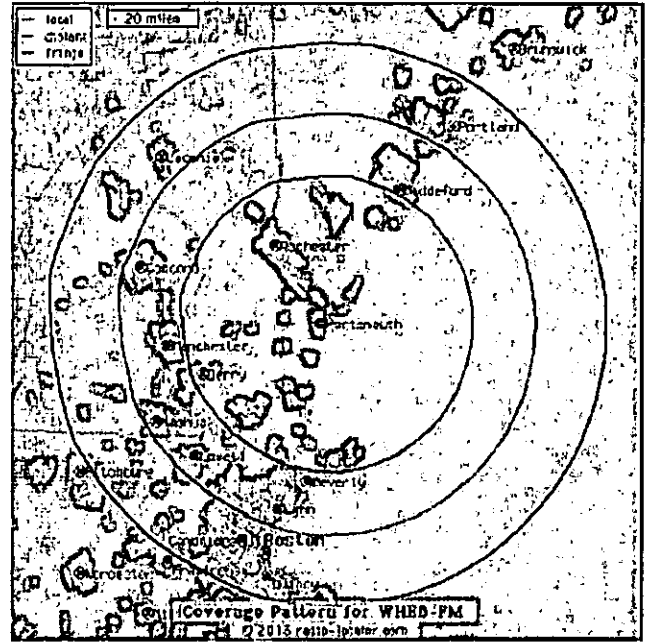
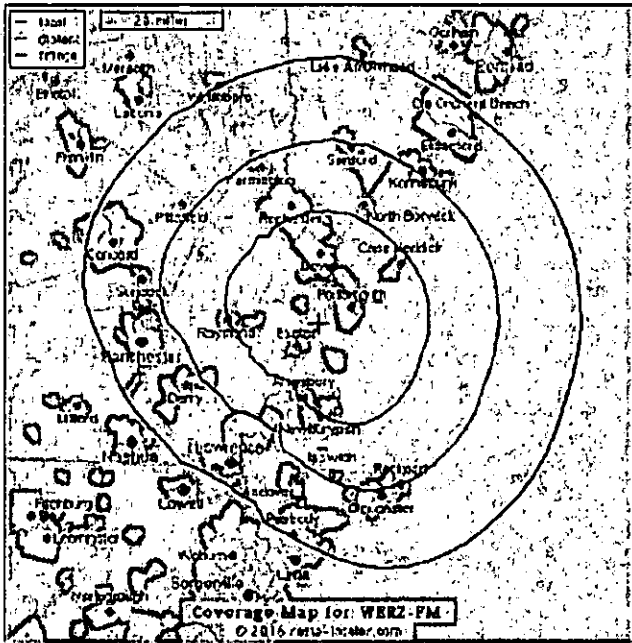
Manchester Coverage Maps Total Traffic Weather Network



Portsmouth-Dover Coverage Maps Total Traffic Weather Network



Portsmouth-Dover Coverage Maps Total Traffic Weather Network



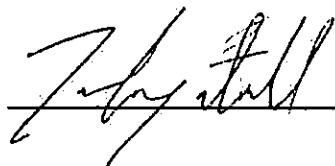
Budget Proposal Outline for Radio and Digital Campaign for the Office of Highway Safety

RFP # 2022 -02

The following outline includes estimated budgets for both years of the contract. Each campaign has been broken down to show and include what the Office of Highway Safety requests and what can be offered by the bidder and their own estimated cost. To the best of your ability, please provide an estimated number of spots for radio messaging as well as estimated impressions for each tactic used (targeted audio, internet display, OTT/preroll, etc.). As well, please provide the estimated cost for those services in comparison to the proposed budget for that federal fiscal year. If bidder does not plan to offer specific services, please indicate such with 'N/A'. If bidder plans to offer unlisted services, please list those, as well.

I certify that all of the information contained in this price proposal to be true and accurate.

Signed



Date

3/17/22

DISTRACTED DRIVING

FY2022 Budget: \$17,000.00

FY2023 Budget: \$40,000.00

Total Distracted Driving Budget: \$57,000.00+ 25% value added

FY2022 Budget: \$17,000.00

Campaign Tactics	Bidder Proposed Cost & Services
Broadcast Radio (5 a.m – 8 p.m) <ul style="list-style-type: none"> 180 Estimated Spots 75% of spots run at prime commute times (5am-9am; 12pm-2pm; 5pm-8pm) 327,600 Estimated Impressions (Includes 172,000 AV Impressions) TTWN: 320 Estimated Spots 	4/4, 4/18 TTWN: \$6,000 IHM: \$6,000 WGIR-FM, WHEB-FM, WERZ-FM mix :15, :30 and :05
Streaming targeted audio <ul style="list-style-type: none"> 125,000 Estimated Impressions Paid 145,000 Estimated Impressions AV 	\$1,500 :30
Digital display across internet – Audience Display <ul style="list-style-type: none"> 80,000 Estimated Impressions 	\$1,000
OTT/preroll -50% 50% Blend <ul style="list-style-type: none"> N/A 	N/A
Paid Social Media (Facebook, Twitter, etc.) <ul style="list-style-type: none"> 208,333 Estimated Impressions 	Snapchat \$2,500

FY2023 Budget: \$40,000.00

Campaign Tactic	Bidder Proposed Cost & Services
Broadcast Radio <ul style="list-style-type: none"> 282 Estimated Spots 75% of spots run at prime commute times (5am-9am; 12pm-2pm; 5pm-8pm) 538,000 Estimated Impressions (Includes 245,700 AV Impressions) TTWN: 544 Estimated Spots 	TTWN - \$10,000 - 10/1/22 through 9/30/23 IHM: \$10,000 – WGIR FM, WHEB-FM, WERZ-FM mix :15, :30 and :05
Streaming targeted audio <ul style="list-style-type: none"> 250,000 Estimated Impressions Paid 440,000 Estimated Impressions AV 	\$3,000 :30
Digital display across internet <ul style="list-style-type: none"> 560,000 Estimated Impressions 	\$7,000
OTT/preroll <ul style="list-style-type: none"> 161,290 Estimated Impressions 	\$5,000
Paid Social Media (Facebook, Twitter, etc.) <ul style="list-style-type: none"> 416,667 Estimated Impressions 	Snapchat \$5,000

OCCUPANT SAFETY

FY2022 Budget: \$17,000.00

FY2023 Budget: \$40,000.00

Total Occupant Safety Budget: \$57,000.00 + 25% value added

FY2022 Budget: \$17,000.00

Campaign Tactic	Bidder Proposed Cost & Services
Broadcast Radio (5 a.m – 8 p.m) <ul style="list-style-type: none"> 102 Estimated Spots 75% of spots run at prime commute times (5am-9am; 12pm-2pm; 5pm-8pm) 200,000 Estimated Impressions (Includes 66,600 AV Impressions) TTWN: 232 Estimated Spots 	TTWN -\$5,000 5/10 -9/30 WGIR FM, WHEB, WERZ \$5,000 mix :15, :30 and :05
Streaming targeted audio <ul style="list-style-type: none"> 125,000 Estimated Impressions Paid 170,000 Estimated Impressions AV 	\$1,500 :30
Digital display across internet <ul style="list-style-type: none"> 55,556 Estimated Impressions 	\$500 station websites
OTT/preroll <ul style="list-style-type: none"> 80,645 Estimated Impressions 	\$2500 (Race car buckle up :30)
Paid Social Media (Facebook, Twitter, etc.) <ul style="list-style-type: none"> 208,333 Estimated Impressions 	Snapchat \$2,500

FY2023 Budget: \$40,000.00

Campaign Tactic	Bidder Proposed Cost & Services
Broadcast Radio (5 a.m – 8 p.m) <ul style="list-style-type: none"> 290 Estimated Spots 75% of spots run at prime commute times (5am-9am; 12pm-2pm; 5pm-8pm) 553,500 Estimated Impressions (Includes 307,000 AV Impressions) TTWN: 464 Estimated Spots 	TTWN 10/1/22-9/30/23 \$10,000 WGIR FM, WHEB, WERZ \$10,000 mix :15, :30 and :05
Streaming targeted audio <ul style="list-style-type: none"> 250,000 Estimated Impressions Paid 230,000 Estimated Impressions AV 	\$3,000 :30
Digital display across internet <ul style="list-style-type: none"> 560,000 Estimated Impressions 	\$7,000
OTT/preroll <ul style="list-style-type: none"> 161,290 Estimated Impressions 	\$5,000 (Race car buckle up :30)
Paid Social Media (Facebook, Twitter, etc.) <ul style="list-style-type: none"> 416,667 Estimated Impressions 	Instagram and FB \$5,000

ALCOHOL/IMPAIRED DRIVING

FY2022 Budget: \$41,000.00

FY2023 Budget: \$98,000.00

Total Alcohol/Impaired Driving Budget: \$139,000.00+ 25% value added

FY2022 Budget: \$41,000.00

Campaign Tactic	Bidder Proposed Cost & Services
Broadcast Radio (5 a.m – 8 p.m) <ul style="list-style-type: none"> 216 Estimated Spots 75% of spots run at prime commute times (5am-9am; 12pm-2pm; 5pm-8pm) 477,600 Estimated Impressions (Includes 182,500 AV Impressions) TTWN: 500 Estimated Spots 	Heavy weekends TTWN -\$10,000 5/10 -9/30/22 WGIR FM, WHEB, WERZ \$10,000 mix :15, :30 and :05
Streaming targeted audio <ul style="list-style-type: none"> 125,000 Estimated Impressions Paid 300,000 Estimated Impressions AV 	\$1,500 :30
Digital display across internet <ul style="list-style-type: none"> 80,000 Estimated Impressions 	\$1,000
OTT/preroll <ul style="list-style-type: none"> 161,290 Estimated Impressions 	\$5,000 Friday and Saturday nights
Geolocation in apps <ul style="list-style-type: none"> 769,230 Estimated Impressions 	\$10,000 F-Sun weekends (Are you okay to drive)
Paid Social Media (Facebook, Twitter, etc.) <ul style="list-style-type: none"> 208,333 Estimated Impressions 	Snapchat \$2,500

FY2023 Budget: \$98,000.00

Campaign Tactic	Bidder Proposed Cost & Services
Broadcast Radio (5 a.m – 8 p.m) <ul style="list-style-type: none"> 636 Estimated Spots 75% of spots run at prime commute times (5am-9am; 12pm-2pm; 5pm-8pm) 1,384,800 Estimated Impressions (Includes 669,600 AV Impressions) TTWN: 1,000 Estimated Spots 	Heavy weekends TTWN -\$21,500 10/1/22 -9/30/23 WGIR FM, WHEB, WERZ \$25,000 mix :15, :30 and :05
Streaming targeted audio <ul style="list-style-type: none"> 583,333 Estimated Impressions Paid 880,000 Estimated Impressions AV 	\$7,000 :30
Digital display across internet <ul style="list-style-type: none"> 560,000 Estimated Impressions 	\$7,000
OTT/preroll <ul style="list-style-type: none"> 322,580 Estimated Impressions 	\$10,000 Friday and Saturday nights
Geolocation in apps <ul style="list-style-type: none"> 1,153,846 Estimated Impressions 	\$15,000 F-Sun weekends (Are you okay to drive)
Paid Social Media (Facebook, Twitter, etc.) <ul style="list-style-type: none"> 1,041,667 Estimated Impressions 	Snapchat \$5,000 Facebook \$2,500 Instagram \$2,500 TikTok \$2,500

MOTORCYCLE SAFETY

FY2022 Budget: \$14,600.00

FY2023 Budget: \$35,000.00

FY2022 Budget: \$14,600.00

Total Motorcycle Safety Budget: \$49,600.00+ 25% value added

Campaign Tactic	Bidder Proposed Cost & Services
Broadcast Radio (5 a.m – 8 p.m) <ul style="list-style-type: none"> 72 Estimated Spots 75% of spots run at prime commute times (5am-9am; 12pm-2pm; 5pm-8pm) 112,200 Estimated Impressions (Includes 40,800 AV Impressions) 	WGIR FM Run 5/10-9/30/22 SHARE THE ROAD Motorists \$2,500 Motorcycle messaging \$2,500
Streaming targeted audio <ul style="list-style-type: none"> 100,333 Estimated Impressions Paid 110,000 Estimated Impressions AV 	\$1,000
Digital display across internet <ul style="list-style-type: none"> N/A 	
OTT/preroll <ul style="list-style-type: none"> 116,129 Estimated Impressions 	\$3,600 (Look Twice- Motorists)
Paid Social Media (Facebook, Twitter, etc.) <ul style="list-style-type: none"> 416,667 Estimated Impressions 	\$2,500 FB \$2,500 Instagram

FY2023 Budget: \$35,000.00

Campaign Tactic	Bidder Proposed Cost & Services
Broadcast Radio (5 a.m – 8 p.m) <ul style="list-style-type: none"> 220 Estimated Spots 75% of spots run at prime commute times (5am-9am; 12pm-2pm; 5pm-8pm) 312,500 Estimated Impressions (Includes 90,000 AV Impressions) 	WGIR FM Run 4/1/23 - 9/31/23 SHARE THE ROAD Motorists \$7,000 Motorcycle messaging \$7,000
Streaming targeted audio <ul style="list-style-type: none"> 416,667 Estimated Impressions 	\$5,000
Digital display across internet <ul style="list-style-type: none"> 400,000 Estimated Impressions 	\$5,000
OTT/preroll <ul style="list-style-type: none"> 193,548 Estimated Impressions 	\$6,000 (Look Twice- Motorists)
Paid Social Media (Facebook, Twitter, etc.) <ul style="list-style-type: none"> 416,667 Estimated Impressions 	\$2,500 FB \$2,500 Instagram

BICYCLE SAFETY

FY2022 Budget: \$4,000.00

FY2023 Budget: \$9,500.00

Total Bicycle Safety Budget: \$13,500.00+ 25% value added

FY2022 Budget: \$4,000.00

Campaign Tactic	Bidder Proposed Cost & Services
Broadcast Radio <ul style="list-style-type: none">168 Total Spots100% Sa-Su 9a-9p168,000 Estimated Impressions	5/10-9/30/22 Value added iHM NH weekends on WERZ-FM
Streaming targeted audio <ul style="list-style-type: none">168,000 Estimated Impressions Paid30,000 Estimated Impressions AV	\$1,000 :30
Digital display across internet <ul style="list-style-type: none">168,000 Estimated Impressions	\$500 station websites
OTT/preroll <ul style="list-style-type: none">168,000 Estimated Impressions	
Paid Social Media (Facebook, Twitter, etc.) <ul style="list-style-type: none">168,000 Estimated Impressions	Facebook \$2,500

FY2023 Budget: \$9,500.00

Campaign Tactic	Bidder Proposed Cost & Services
Broadcast Radio <ul style="list-style-type: none">248 Total Spots100% Sa-Su 9a-9p (:15 and :30)248,000 Estimated Impressions	4/1/23 -9/30/23 Value added iHM NH weekends on WERZ-FM
Streaming targeted audio <ul style="list-style-type: none">416,667 Estimated Impressions Paid116,000 Estimated Impressions AV	\$5,000 :30
Digital display across internet <ul style="list-style-type: none">160,000 Estimated Impressions	\$2000
OTT/preroll <ul style="list-style-type: none">N/A	
Paid Social Media (Facebook, Twitter, etc.) <ul style="list-style-type: none">53,190 Estimated Impressions	Facebook \$2,500

POLICE TRAFFICKING SERVICES

FY2022 Budget: \$11,500.00

FY2023 Budget: \$27,500.00

Total Police Trafficking Services Budget: \$39,000.00+ 25% value added

FY2022 Budget: \$11,500.00

Campaign Tactic	Bidder Proposed Cost & Services
Broadcast Radio (5 a.m – 8 p.m) <ul style="list-style-type: none"> 80 Estimated Spots 75% of spots run at prime commute times (5am-9am; 12pm-2pm; 5pm-8pm) 110,000 Estimated Impressions (Includes 43,200 AV Impressions) TTWN: 212 Estimated Spots 	Speeding \$5,000 TTWN WGIR FM \$5,000 M-F, 5a-9a, 12p-2p, 5p-8p
Streaming targeted audio <ul style="list-style-type: none"> 125,000 Estimated Impressions Paid 90,000 Estimated Impressions AV 	\$1,500
Digital display across internet <ul style="list-style-type: none"> N/A 	
OTT/preroll <ul style="list-style-type: none"> N/A 	
Paid Social Media (Facebook, Twitter, etc.) <ul style="list-style-type: none"> N/A 	
Other (Events, Email campaigns, etc.)	

FY2023 Budget: \$27,500.00

Campaign Tactic	Bidder Proposed Cost & Services
Broadcast Radio (5 a.m – 8 p.m) <ul style="list-style-type: none"> 96 Estimated Spots 75% of spots run at prime commute times (5am-9am; 12pm-2pm; 5pm-8pm) 136,800 Estimated Impressions (Includes 49,200 AV Impressions) TTWN: 264 Estimated Spots 	Speeding \$6,250 TTWN WGIR FM \$6,250 M-F, 5a-9a, 12p-2p, 5p-8p
Streaming targeted audio <ul style="list-style-type: none"> 208,333 Estimated Impressions Paid 270,000 Estimated Impressions AV 	\$2,500
Digital display across internet <ul style="list-style-type: none"> 200,000 Estimated Impressions 	\$2,500
OTT/preroll <ul style="list-style-type: none"> 161,290 Estimated Impressions 	\$5,000
Paid Social Media (Facebook, Twitter, etc.) <ul style="list-style-type: none"> 208,333 Estimated Impressions 	\$2,500
Other (Events, Email campaigns, etc.) Targeted Email <ul style="list-style-type: none"> 73,529 Estimated Impressions 	\$2,500 to promote NH Ride Day (TBD-Discovery)