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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

January 4, 2017

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

Sole Source

Request Action

Authorize the NH Office of Highway Safety permission to enter into a **sole source** contractual agreement with the University of New Hampshire Wildcats Sports Properties, LLC, Durham, New Hampshire, (Vendor Code 177867-B046) in the amount of \$63,000.00 to coordinate a highway safety impaired driving related advertisement campaign during the 2016/2017 season. Effective upon Governor and Council approval through September 30, 2017. Funding Source: 100% Federal Funds

Funds are available in the SFY 2017 operating budget and contingent upon availability and continued appropriations in SFY 2018 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

	<u>SFY 2017</u>	<u>SFY 2018</u>
02-23-23-231010-75430000 Dept. of Safety – Office of Commissioner – NHTSA Grants	\$44,100.00	\$18,900.00
072 500576 Grants to Schools - Federal		

Explanation

This is a **sole source** contract because the UNH Wildcats Sports Properties, LLC are exclusively responsible for managing, developing, and conducting all public relations activities related to their operation. The purpose of this contract with the UNH Wildcats Sports Properties is to coordinate, during their 2017 season games, an advertisement campaign aimed at informing the public of the dangers of driving impaired. The NH Office of Highway Safety has approved the use of federal highway safety funds in the amount of \$63,000.00 to support a contractual agreement with the University of New Hampshire Wildcats Sports Properties in conjunction with the Master Agreement for Cooperative Projects.

This contract will promote the campaign by providing venue signage during UNH Football, Soccer, Lacrosse and summer camps, in-game messaging during UNH hockey home games, and one PA announcement at every football, men/women hockey, men/women basketball and gymnastics home events throughout the season to inform the public of the dangers of impaired driving. The campaign will also receive Wildcats digital media including desktop and mobile site advertising as well as weekly social media posts on the official UNH Wildcats Facebook page and Twitter. Also included is one logo on all UNH Wildcats Fall and Winter Pocket schedules, and one half-page black and white advertisement in all 2017 UNH Football Yearbooks and in all 2017 UNH Men's Hockey Yearbooks.

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,

[Signature]
John J. Barthelmes
Coordinator

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, OFFICE OF HIGHWAY SAFETY

and the

University of New Hampshire of the **UNIVERSITY SYSTEM OF NEW HAMPSHIRE**

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the NH Department of Safety, Office of Highway Safety, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement that shall end on **09/30/17**. If the provision of services by Campus precedes the effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: **UNH Wildcats Impaired Driving Campaign**

- D. The following individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

State Project Administrator

Name: Steven R. Lavoie
 Address: Office of Highway Safety
33 Hazen Drive, Room 109A
Concord, NH 03305

Phone: 603-271-2791

Campus Project Administrator

Name: Dianne Hall
 Address: Senior Grant & Contract Administrator
University of New Hampshire
51 College Road
Durham, NH 03824-3564

Phone: 603-862-2575

- E. The following individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

State Project Director

Name: John J. Barthelmes
 Address: Office of Highway Safety
33 Hazen Drive, Room 109A
Concord, NH 03305

Phone: 603-271-2791

Campus Project Director

Name: Donna Brownell
 Address: Director CABSC
Sponsored Program Administration
145 Main Street
UNH Field House
Durham, NH 03824-3564

Phone: 603-862-2172

F. Total State funds in the amount of \$63,000.00 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

Campus will cost-share 25 % of total costs during the term of this Project Agreement.

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. **P.L. 111-242 "Continuing Appropriations Act, 2011"** from **National Highway Traffic Safety Administration/US Department of Transportation** under CFDA# **20.616**. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

Article(s) of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

H. State has chosen **not to take** possession of equipment purchased under this Project Agreement.

State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

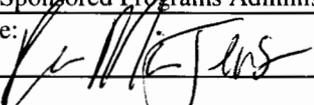
This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

IN WITNESS WHEREOF, the University System of New Hampshire, acting through the **University of New Hampshire** and the NH Department of Safety, **Office of Highway Safety** have executed this Project Agreement.

**By An Authorized Official of:
University of New Hampshire**

Name: Karen M. Jensen

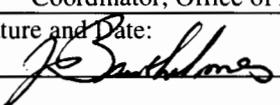
Title: Manager, Sponsored Programs Administration

Signature and Date:  12/1/16

**By An Authorized Official of:
Office of Highway Safety**

Name: John J. Barthelmes

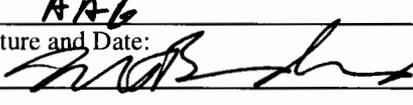
Title: Coordinator, Office of Highway Safety

Signature and Date:  12/7/16

**By An Authorized Official of: the New Hampshire
Office of the Attorney General**

Name: Matthew T. Broadhead

Title: **AA-6**

Signature and Date:  1/3/17

**By An Authorized Official of: the New Hampshire
Governor & Executive Council**

Name:

Title:

Signature and Date:

EXHIBIT A

- A. **Objectives:** Employment of Contractor; Services to be Performed
- B. **Project Title:** UNH Wildcats Impaired Driving Campaign
- C. **Project Period:** October 1, 2016, effective upon Governor and Council approval, through September 30, 2017.
- D. **Objectives:** Employment of Contractor; Services to be Performed
The Campus, University of New Hampshire (UNH) Survey Center, in accordance with the Moving Ahead for Progress in the 21st Century Act (MAP-21), will continue to conduct any and all components of an Impaired Driving Campaign.
- E. **Scope of Work:** The Campus, in cooperation with the State, will provide:

Venue Signage

- Cowell Stadium Complex (UNH Football, Soccer, Lacrosse, Summer Camps): One (1) 8' x 9' Framed Tailgate Sign
- Cowell Stadium (UNH Football): One (1) 3' x 8' End Zone Sign
- Whittemore Center Arena (UNH Hockey): One (1) 8' x 9' Framed Concourse Sign
- Whittemore Center Arena (UNH Hockey): One (1) 3' x 10' TV-Visible Dasher Board Sign
- Lundholm Gymnasium (UNH Basketball, Volleyball, Gymnastics): One (1) 3' x 7' Balcony Sign

In-Game Messaging

- One (1) Buzzed Driving Is Impaired Driving featured message at every men's hockey home game
- Minimum of two (2) minutes of exclusive LED ribbon board exposure at every men's hockey home game
- One (1) PA Announcement at every football, m/w hockey, m/w basketball and gymnastics home event

Wildcat Sports Radio Network

- Two (2) :30-second network commercials in all regular season game broadcasts
- One (1) :30-second network commercial in all UNH Coaches Shows
- One (1) :10-second live announcer read in all game broadcasts and UNH Coaches Shows

Wildcats Digital Media

- UNHWildcats.com desktop and mobile site advertising with a minimum of 500,000 impressions
- Presenting sponsorship of weekly "Countdown to Kick Off" and "Countdown to Puck Drop" social media posts on the official UNH Wildcats Facebook page (17,500+ followers) and Twitter handle (12,500+ followers)

UNH Wildcats Pocket Schedules

- One (1) logo on all UNH Wildcats Fall and Winter Pocket Schedules distributed at convenience stores, restaurants and bars across New Hampshire

UNH Wildcats Souvenir Yearbooks

- One (1) half-page black and white advertisement in all 2017 UNH Football yearbooks
- One (1) half-page black and white advertisement in all 2017 UNH Men's Hockey yearbooks

UNH Wildcats Sports, as a component of this contract, will incur any additional costs associated with updating the above materials as well as managing and conducting the public information and education campaign. ***A detailed report of this impaired driving campaign shall be submitted to the New Hampshire Office of Highway Safety no later than 30 days (October 30, 2017) after the contract termination date.***

- F. **Deliverables Schedule:** It is anticipated this public information and education campaign will result in a reduction motor vehicle crashes caused by alcohol and/or drug impaired drivers, as well as a reduction in the number of fatalities and life-changing injuries resulting from those crashes. Through this engaging campaign, thousands of students, alumni, and fans will become more aware of the dangers associated with impaired driving and make the informed decision not to drive when impaired.

G. **Budget and Invoicing Instructions:**

The Campus will submit monthly fixed price invoices to the State for the items listed in the Scope of Work. In order to comply with the federal fiscal year closeout requirement, the final invoice must be submitted to the State no later than 30 days (October 30, 2017) after the contract termination date. Reimbursement requests will be submitted on UNH invoice forms indicating the project title, project number, and reimbursement amount.

EXHIBIT B

This Project Agreement is funded under a Grant/Contract/Cooperative Agreement to State from the Federal sponsor specified in Project Agreement article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.

Special Federal provisions are listed here: None or

The recipient of these funds is encouraged to provide programs to encourage the use of safety belts by all drivers and passengers in motor vehicles (23 U.S.C. 1200.11 (a)(d)) and to adopt and enforce seat belt use policies for employees operating company-owned, rented, or personally-owned vehicles when performing official business.