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STATE OF NEW HAMPSHIRE
OFFICE OF THE GOVERNOR

HIGHWAY SAFETY AGENCY

78 REGIONAL DRIVE, BUILDING 2
CONCORD, N.H. 03301-8530

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

Margaret Wood Hassan
GOVERNOR

Peter M. Thomson
COORDINATOR

March 21, 2013

*Retroactive
Sole Source*

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the NH Highway Safety Agency to enter into a **RETROACTIVE, SOLE SOURCE** amendment with Alliance Sport Marketing, Nashville, Tennessee (VC #225304) for an amount of \$240,500.00 increasing the contract from \$119,500.00 to \$360,000.00 to continue to coordinate a multi-racing sport marketing public information campaign focusing on occupant protection at eleven of New Hampshire's car/truck racing venues for two additional years retroactive from September 30, 2012, through September 30, 2014. The original agreement was approved by Governor & Council on April 18, 2012, item #11. 100% Federal

Funds are available from the following account with the ability to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified: **02-25-25-250010 32000000 Highway Safety Agency --- Section 402 Highway Safety Program.**

	<u>FY 2013</u>	<u>FY 2014</u>	<u>FY 2015</u>
102 500731 Contracts for Program Services	\$75,000.00	\$120,500.00	45,000.00

EXPLANATION

This item is **RETROACTIVE** to the end date of the original contract (September 30, 2012) because there was no activity with the vendor from October 2012 to April 2013, the NH Highway Safety Agency overlooked the renewal of the contract, and with regret must now retroactively request the needed amendment to extend this contract for two years. The original Governor and Council letter approved on April 18, 2012, stated that the Highway Safety Agency could "renew the contract for up to two additional years at the discretion of the Highway Safety Agency". This request to renew the contract for two additional years is **SOLE SOURCE** because NH Highway Agency accidentally omitted from the contract exhibits, the provision for a two-year extension that was agreed upon during contract negotiations with Alliance Sport Marketing, and the Highway Safety Agency thought the P-37 contract gave the Agency authorization to extend the contract to this vendor for two years with Governor and Council approval. Please know that the Highway Safety Agency has been extremely pleased with the services provided by Alliance Sport Marketing and believes it is in the best interest of the State to continue this contract for an additional two years.

In FY 2012, in accordance with State regulations, the NH Highway Safety Agency developed a Request for Proposal (reviewed by the NH Department of Justice) and advertised for three days (January 22, 23, & 24, 2012) in the Manchester Union Leader. Two proposals were received: one from Shamrock Sports & Entertainment of Portland, Maine, and one from Alliance Sport Marketing of Nashville, Tennessee. These two vendors were interviewed on February 23, 2012. Members of the Evaluation Committee consisted of Highway Safety Agency employees: Peter M. Thomason, Coordinator; Stephen Sargent, Field Representative; and Debra Garvin, Program Manager. Vendor budgets: Shamrock Sports & Marketing (\$27,500.00) and Alliance Sport Marketing (\$119,500.00).

In accordance with Section 26 of the RFP (Rejection of Proposals), the proposal, budget, and subsequent interview from Shamrock Sports & Marketing was rejected from possible selection as it did not 'conform to the requirements' of the RFP. Unfortunately, the proposal submitted by Shamrock Sports: a) included the NH Fisher Cats; b) included the Monarchs Hockey team which would not play until after September 30, 2012, termination date; c) referenced only two (2) car/truck racing venues; c) did not include a 'highway safety night' at each racing venue or the award of a 'prize' to those drivers wearing seat

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
March 21, 2013
Page 2

belts; d) did not demonstrate cooperative efforts with law enforcement; and e) experience did not reflect any work with other highway safety agencies or with law enforcement agencies. In addition, the \$27,500.00 proposal was exceedingly low and did not include sufficient funds for the creation of artwork/logo, printing of posters, or the purchase of sufficient handouts (t-shirts, water bottles, etc.) to be awarded to drivers wearing seat belts. Based on vendor proposals, interviews, and budgets in comparison to the terms outlined in the RFP the contract was awarded to Alliance Sport Marketing which was approved at the April 18, 2012, Governor and Council Meeting.

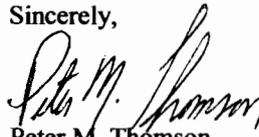
This request before you is to authorize the NH Highway Safety Agency to exercise a two-year sole source amendment with this vendor based on the justification provided in paragraph one under Explanation The NH Highway Safety Agency has approved the use of federal highway safety funds in the amount of \$240,500.00 to support a continued contractual agreement with Alliance Sport Marketing to coordinate a multi-racing sport marketing public information and education campaign through September 30, 2014.

Contract Schedule A requires the Alliance Sport Marketing to complete the following Scope of Work:

- implement the campaign with sports teams and racing venues;
- coordinate artwork and production for all campaign elements (i.e. signage, artwork development, prizes, handouts, etc.);
- develop public service announcements to be used at each team's venue; ensure that NHSA logos are included and prominently displayed on posters for teams and venues;
- ensure that all campaign elements be executed (i.e. sign installation, scheduled public service announcements, poster displays, etc.);
- develop/place highway safety messages/logos on all sponsored sports teams and racing venues websites;
- ensure consistent safety messaging is implemented at all selected sport team and racing venues; and
- organize a 'highway safety night' at each sport team and racing venue during which t-shirts, water bottles, etc., would be awarded to drivers wearing seat belts, and coordinate each 'highway safety night' with a local law enforcement department.
- Bidders were asked to demonstrate experience working with law enforcement departments and with state highway safety agencies.
- In addition, questions posed by vendors and placed with answers on the website prior to submission of proposals stated that: 1) the campaign budget was a maximum of \$120,000. and 2) since the Highway Safety Agency has a contract with the NH Fisher Cats baseball team for occupant protection, proposals should not include the Fisher Cats.

A copy of the contractual agreement, approved by the NH Department of Justice, is attached. This contract will be funded 100 percent with federal funds and no state monies will be required.

Sincerely,



Peter M. Thomson
Coordinator

/dhg
Enclosure

NH HIGHWAY SAFETY AGENCY
78 Regional Drive, Building 2, Concord, NH 03301

AMENDMENT

This amendment is to an agreement between the NH Highway Safety Agency, 78 Regional Drive, Building 2, Concord, New Hampshire 03301 (hereinafter referred to as the "State") and the Alliance Sport Marketing, 201 22nd Avenue North, Suite B, Nashville, Tennessee 37201 (hereinafter referred to as the "Contractor").

Pursuant to an Agreement (hereinafter referred to as the "Agreement"), approved by Governor and Council on April 18, 2012, item #11, the Contractor has agreed to provide certain Services per the terms and conditions specified in the Agreement and this Amendment and in consideration of payment by the State of certain sums as specified.

Whereas, pursuant to the provisions of Section 1.8 of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and only after approval of such modification or amendment by the Governor and Council; and

Whereas the State and the Contractor have agreed to amend the Agreement in certain respects;

Now therefore, in consideration of the foregoing and of the covenants and conditions in the Agreement as set forth herein, the parties agree to the following:

1. Amendment and Modification of Agreement. The Agreement is amended and modified as follows:

- A) Price Limitation. Amend Subparagraph 1.8 of the Agreement by striking the current sum of \$119,500.00 and inserting in place thereof the total sum of \$360,000.00
- B) Exhibit A The Services. Amend by adding the following **bold text**:

Alliance Sport Marketing (the Contractor), a full-service advertising agency specializing in sports team and car/truck racing venues, will coordinate a multi-racing sport marketing campaign focusing on occupant protection and tailored to fit the needs of the NH Highway Safety Agency (the state).

During federal Fiscal Year 2012, 2013 (ending September 30, 2013), and 2014 (ending September 30, 2014), the Contractor will coordinate a multi-venue marketing campaign with eleven (11) of New Hampshire's car/truck racing venues including the Canaan Dirt Speedway, Canaan Fair Speedway, Hudson Speedway, Lee USA Speedway, Monadnock Speedway, New England Dragway, New Hampshire Motor Speedway, Riverside Speedway, Star Speedway, Twin State's Speedway, and White Mountain Motorsports Park or substitutions approved by the State (NHSA).

In coordinating this multi-venue marketing campaign the Contractor will negotiate sponsorship opportunities, coordinate artwork and production of all elements, and insure execution of those elements with venues located in New Hampshire. The Contractor will secure negotiating rights with sports venues included in this contract.

The contractor will:

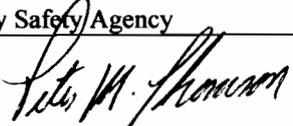
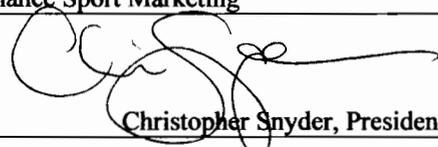
- Implement the campaign with teams and racing venues as discussed with NHSA.
- Coordinate artwork and production for all campaign elements (i.e. signage, artwork development, prizes, handouts, etc.)
- Develop public service announcements specific to the NHSA public information needs to be used at each team's venue
- Ensure that NHSA logos are included and prominently displayed on posters for teams and venues
- Ensure that all campaign elements will be executed (i.e. sign installation, scheduled public service announcements, poster displays, etc.)
- Develop/place NHSA safety messages/logos on all sponsored racing venues websites
- Ensure consistent NHSA safety messaging is implemented at all selected racing venues
- Organizing a 'highway safety night' at each racing venue where drivers entering the event's parking lot who are 'buckled' are rewarded with a 'ticket' to be redeemed for a prize (i.e. t-shirt, water bottle, etc.)
- Coordinate each 'highway safety night' with a local law enforcement department
- Submit a year-end report to the State recapping the efforts during the contract period, including demographic information on attendance.

Contracting Initials Q
Date 3-7-13

C) Exhibit B Contract Price. In section 5.1 Contract Price the following **bold text** is added The State agrees to compensate the Contractor a maximum of \$119,500.00 for federal Fiscal Year 2012 ending September 30, 2012, **a maximum of \$120,000.00 for federal Fiscal Year 2013 ending September 30, 2013, and a maximum of \$120,500.00 for federal Fiscal Year 2014 ending September 30, 2014**, to carry out services stipulated in Exhibit A.

2. Continuance of Agreement. Except as specifically amended and modified by the Terms and Conditions of this Amendment, obligations of the parties hereunder shall remain in full force and effect in accordance with the terms and conditions set forth in the Agreement as it existed immediately prior to this Amendment.

In witness whereof, the parties have hereunto set their hands as of the day and year first above written.

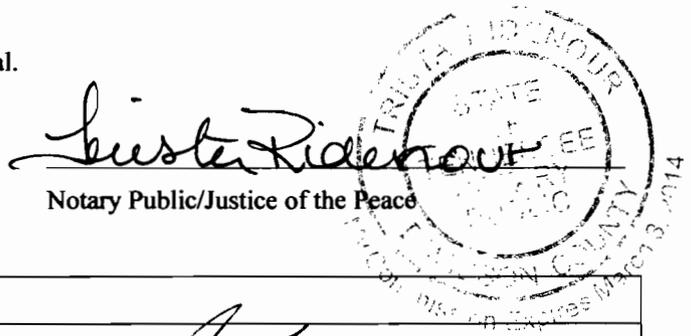
STATE OF NEW HAMPSHIRE NH Highway Safety Agency	Alliance Sport Marketing
 Peter M. Thomson, Coordinator	 Christopher Snyder, President

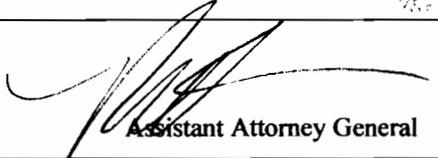
State of Tennessee
County of Davidson

On this 8th day of March, 2013, before me Christa Ridenour the undersigned officer, personally appeared Christopher Snyder, who acknowledged himself to be the Christopher Snyder of Alliance Sport Marketing and that s/he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Christopher Snyder

In witness whereof, I hereunto set my hand and official seal.

My Commission Expires: March 3, 2014



Approved as to form, execution, and substance:	
OFFICE OF THE ATTORNEY GENERAL	
Date: <u>3/18/13</u>	

I hereby certify that the foregoing contract was approved by the Governor and Council of the State of New Hampshire at their meeting on _____	
OFFICE OF THE SECRETARY OF STATE	By: _____
Date: _____	

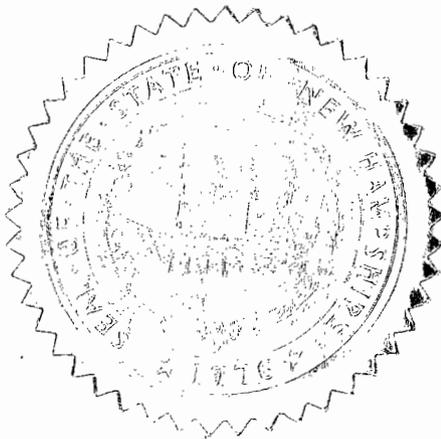
Contracting Initials CC
Date 3.7.13

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 Alliance Sport Marketing, LLC a(n) Tennessee limited liability company registered to do business in New Hampshire on March 5, 2012. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 19th day of February, A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE

I, Brandon Vanderhert, Clerk/Secretary of Alliance Sport Marketing do hereby certify that:

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificates;
- (3) the following (is a) (are) true and complete copy(ies) of the resolution(s) adopted by the board of directors of the corporation at a meeting of that board on _____, 20____, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation:
- (4) the following is a true and complete copy of a by-law adopted at a (shareholders) (organizational) meeting on _____, 19____:
- (5) the foregoing resolution(s) or by-laws are in full force and effect, unamended, as of the date hereof; and
- (6) the following person(s) lawfully occupy the office(s) indicated below, as of the date hereof:

Christopher Snyder President
 _____ Vice-President
Brandon Vanderhert Treasurer/Clerk/Secretary

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this

21st day of Feb, 20 13.

(Corporate Seal, if any) Brandon Vanderhert
 Clerk/Secretary

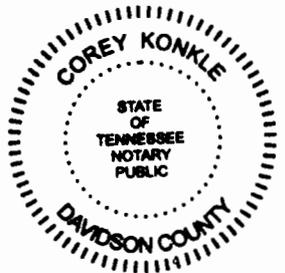
(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below.)

STATE OF ~~NEW HAMPSHIRE~~ Tennessee
 COUNTY OF Davidson

On Feb 21st, 2013, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate and acknowledged that s/he executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

[Signature]
 Notary Public/Justice of the Peace



Commercial Certificate of Insurance



FARMERS

Agency . NIGEL BARKER
 Name . 2517 Lebanon Pike #a300 And 320
 & . Nashville, TN 37214-2414
 Address . 615-872-8500

Issue Date (MM/DD/YY) 02/04/2013

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies shown below.

St. 66 Dist. 27 Agent 586

Insured . ALLIANCE SPORT MARKETING
 Name . 201 22ND AVE N STE B
 & . NASHVILLE, TN 37203
 Address .

Companies Providing Coverage:

- Company A Truck Insurance Exchange
Letter
- Company B Farmers Insurance Exchange
Letter
- Company C Mid-Century Insurance Company
Letter
- Company D _____
Letter

Coverages

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.

Co. Ltr.	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits	
A	General Liability <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> - Occurrence Version Contractual - Incidental Only Owners & Contractors Prot.	604812450	04/14/2012	04/14/2013	General Aggregate Products-Comp/OPS Aggregate Personal & Advertising Injury Each Occurrence Fire Damage (Any one fire) Medical Expense (Any one person)	\$ 2,000,000 \$ 1,000,000 \$ 1,000,000 \$ 1,000,000 \$ 100,000 \$ 5,000
A	Automobile Liability All Owned Commercial Autos <input checked="" type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos Non-Owned Autos Garage Liability	604812450	04/14/2012	04/14/2013	Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per accident) Property Damage Garage Aggregate	\$ 500,000 \$ \$ \$ \$
	Umbrella Liability				Limit	\$
	Workers' Compensation and Employers' Liability				Statutory Each Accident Disease - Each Employee Disease - Policy Limit	\$ \$ \$

Description of Operations/Vehicles/Restrictions/Special items:
 201 22ND AVE N, NASHVILLE, TN 37203

Certificate Holder

Name . NEW HAMPSHIRE HIGHWAY SAFETY
 & . AGENCY
 Address . 78 Regional Drive, Building 2
 . Concord, NH 03301

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Nigel Barker
 Authorized Representative

HIGHWAY SAFETY AGENCY

The Governor and Council acted as follows:

*G&C
Approved
4/18/12*

#10 Authorized to enter into a **sole source** agreement with NH Operation Lifesaver Inc., Concord, NH, to conduct the "Operation Lifesaver" public relations and education campaign, in the amount of \$12,500. Effective upon G&C approval through September 15, 2012. **100% Federal Funds.**

#11 Authorized to enter into a contract with Alliance Sport Marketing, Nashville, TN, to coordinate a multi-racing sport marketing public information campaign focusing on occupant protection at eleven of NH's car/truck racing venues, in the amount of \$119,500. Effective upon G&C approval through September 30, 2012, with the option to renew for up to two additional years. **100% Federal Funds.**



John H. Lynch
GOVERNOR

STATE OF NEW HAMPSHIRE
OFFICE OF THE GOVERNOR
HIGHWAY SAFETY AGENCY
78 REGIONAL DRIVE, BUILDING 2
CONCORD, N.H. 03301-8530

*W/C
approved
4/18/12 # 11*

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

Peter M. Thomson
COORDINATOR

April 5, 2012

His Excellency John H. Lynch
And the Honorable Executive Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the NH Highway Safety Agency to enter into a contract with Alliance Sport Marketing, Nashville, Tennessee (VC #225304) in the amount of \$119,500.00 to coordinate a multi-racing sport marketing public information campaign focusing on occupant protection at eleven of New Hampshire's car/truck racing venues upon Governor & Council approval through September 30, 2012, with the option to renew the contract for up to two additional years at the discretion of the Highway Safety Agency and the approval of Governor & Council. 100% Federal

Funds are available from the following account with the ability to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified: **02-25-25-250010 32000000 Highway Safety Agency — Section 402 Highway Safety Program.**

	<u>FY 2012</u>	<u>FY 2013</u>
102 500731 Contracts for Program Services	\$74,500.00	\$45,000.00

EXPLANATION

The NH Highway Safety Agency has approved the use of federal highway safety funds in the amount of \$119,500.00 to support a contractual agreement with Alliance Sport Marketing to coordinate a multi-racing sport marketing public information and education campaign through September 30, 2012.

In accordance with State regulations the NH Highway Safety Agency developed a Request for Proposal (reviewed by the NH Department of Justice) and advertised for three days (January 22, 23, & 24, 2012) in the Manchester Union Leader.

Section 12 of the RFP requires the Alliance Sport Marketing to complete the following Scope of Work:

- implement the campaign with sports teams and racing venues;
- coordinate artwork and production for all campaign elements (i.e. signage, artwork development, prizes, handouts, etc.);
- develop public service announcements to be used at each team's venue; ensure that NHHSA logos are included and prominently displayed on posters for teams and venues;
- ensure that all campaign elements be executed (i.e. sign installation, scheduled public service announcements, poster displays, etc.);

(OVER)

- develop/place highway safety messages/logos on all sponsored sports teams and racing venues websites;
- ensure consistent safety messaging is implemented at all selected sport team and racing venues; and
- organize a 'highway safety night' at each sport team and racing venue during which t-shirts, water bottles, etc., would be awarded to drivers wearing seat belts, and coordinate each 'highway safety night' with a local law enforcement department.
- Bidders were asked to demonstrate experience working with law enforcement departments and with state highway safety agencies.
- In addition, questions posed by vendors and placed with answers on the website prior to submission of proposals stated that: 1) the campaign budget was a maximum of \$120,000. and 2) since the Highway Safety Agency has a contract with the NH Fisher Cats baseball team for occupant protection, proposals should not include the Fisher Cats.

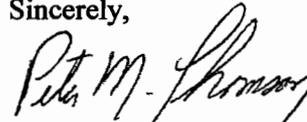
Two proposals were received: one from Shamrock Sports & Entertainment of Portland, Maine, and one from Alliance Sport Marketing of Nashville, Tennessee. These two vendors were interviewed on February 23, 2102. Members of the Evaluation Committee consisted of Highway Safety Agency employees: Peter M. Thomason, Coordinator; Stephen Sargent, Field Representative; and Debra Garvin, Program Manager. Vendor budgets: Shamrock Sports & Marketing (\$27,500.00) and Alliance Sport Marketing (\$119,500.00).

In accordance with Section 26 of the RFP (Rejection of Proposals), the proposal, budget, and subsequent interview from Shamrock Sports & Marketing was rejected from possible selection as it did not 'conform to the requirements' of the RFP. Unfortunately, the proposal submitted by Shamrock Sports: a) included the NH Fisher Cats; b) included the Monarchs Hockey team which would not play until after September 30, 2012, termination date; c) referenced only two (2) car/truck racing venues; c) did not include a 'highway safety night' at each racing venue or the award of a 'prize' to those drivers wearing seat belts; d) did not demonstrate cooperative efforts with law enforcement; and e) experience did not reflect any work with other highway safety agencies or with law enforcement agencies. In addition, the \$27,500.00 proposal was exceedingly low and did not include sufficient funds for the creation of artwork/logo, printing of posters, or the purchase of sufficient handouts (t-shirts, water bottles, etc.) to be awarded to drivers wearing seat belts.

Based on vendor proposals, interviews, and budgets in comparison to the terms outlined in the RFP the contract has been awarded to Alliance Sport Marketing.

A copy of the contractual agreement, approved by the NH Department of Justice, is attached. This contract will be funded 100 percent with federal funds and no state monies will be required.

Sincerely,



Peter M. Thomson
Coordinator

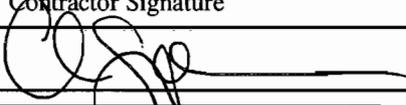
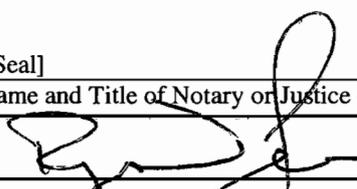
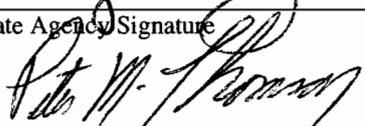
/dhg
Enclosure

Subject: Alliance Sport Marketing **FORM NUMBER P-37 (version 1/09)**

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Highway Safety Agency		1.2 State Agency Address 78 Regional Drive, Building 2, Concord, NH 03301-8530	
1.3 Contractor Name Alliance Sport Marketing		1.4 Contractor Address 201 22nd Avenue North, Suite B, Nashville, TN 37203	
1.5 Contractor Phone Number 615-469-0228	1.6 Account Number 10 02500 32000000 500731	1.7 Completion Date September 30, 2012	1.8 Price Limitation \$119,500.00
1.9 Contracting Officer for State Agency Peter M. Thomson		1.10 State Agency Telephone Number 603-271-2131	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Christopher Snyder, President	
1.13 Acknowledgement: State of <u>TN</u> , County of <u>DAVIDSON</u> On <u>3/7/12</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11 and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]			
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 Peter M. Thomson, Coordinator	
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) By:  On: <u>3/31/12</u>			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials De
Date 3-7-12

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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.

SCHEDULE A

THE SERVICES

Alliance Sport Marketing (the contractor), a full-service advertising agency specializing in sports team and car/truck racing venues, will coordinate a multi-racing sport marketing campaign focusing on occupant protection and tailored to fit the needs of the NH Highway Safety Agency (the state).

During federal Fiscal Year 2012 (ending September 30, 2012), the Contractor will coordinate a multi-venue marketing campaign with eleven (11) of New Hampshire's car/truck racing venues including the Canaan Dirt Speedway, Canaan Fair Speedway, Hudson Speedway, Lee USA Speedway, Monadnock Speedway, New England Dragway, New Hampshire Motor Speedway, Riverside Speedway, Star Speedway, Twin State's Speedway, and White Mountain Motorsports Park or substitutions approved by the State (NHSA).

In coordinating this multi-venue marketing campaign the Contractor will negotiate sponsorship opportunities, coordinate artwork and production of all elements, and insure execution of those elements with venues located in New Hampshire. The Contractor will secure negotiating rights with sports venues included in this contract.

The contractor will:

- Implement the campaign with teams and racing venues as discussed with NHSA.
- Coordinate artwork and production for all campaign elements (i.e. signage, artwork development, prizes, handouts, etc.)
- Develop public service announcements specific to the NHSA public information needs to be used at each team's venue
- Ensure that NHSA logos are included and prominently displayed on posters for teams and venues
- Ensure that all campaign elements will be executed (i.e. sign installation, scheduled public service announcements, poster displays, etc.)
- Develop/place NHSA safety messages/logos on all sponsored racing venues websites
- Ensure consistent NHSA safety messaging is implemented at all selected racing venues
- Organizing a 'highway safety night' at each racing venue where drivers entering the event's parking lot who are 'buckled' are rewarded with a 'ticket' to be redeemed for a prize (i.e. t-shirt, water bottle, etc.)
- Coordinate each 'highway safety night' with a local law enforcement department
- Submit a year-end report to the State recapping the efforts during the contract period, including demographic information on attendance.

SCHEDULE B

CONTRACT PRICE AND VOUCHERS

5.1 Contract Price

The State agrees to compensate the Contractor a maximum of \$119,500.00 for federal Fiscal Year 2012 ending September 30, 2012, to carry out services stipulated in Exhibit A.

Services/Deliverables	Through September 30, 2012
Contract Expenses	\$ 80,000.00
Print Production Expenses	11,000.00
Promotional Production Expenses	15,000.00
Activation Expenses	12,000.00
Shipping Expenses	1,500.00
Total	\$119,500.00

Vouchers

Contractor will submit to the Coordinator of the NH Highway Safety Agency three (3) invoices for coordinating the advertisement activities stipulated. The Highway Safety Agency will pay the Contractor \$29,500.00 upon approval of the contract by the Governor & Executive Council followed by payments of \$45,000.00 on June 30, 2012, and September 30, 2012, for a total of \$119,500.00

EXHIBIT C

SPECIAL PROVISIONS

22.1 Reports and Meetings. It is agreed that activity reports will be submitted with billing invoices summarizing activity and implementation of terms of the contract and identifying any problems being encountered. In addition, a year-end report will be submitted recapping the efforts during the contract period, including demographic information on attendance.

22.2 Audit. Alliance Sport Marketing agrees to provide the Agency with a copy of its Annual Report which includes the time periods 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 New Hampshire Highway Safety Agency" or words to that effect.

22.4 Copyrights. The Highway Safety Agency, 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 State as a result of rejected copy or changes after approval by the State.

22.6 If a dispute arises between the Contractor and the State as to whether advertising services were provided, detailed documentation from the Contractor will be evidence that the Services were provided at the venues on the dates shown in the documentation.

22.7 The State and the Contractor represent that with respect to all copy and illustrations supplied by the State 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 State 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 Insurance and Bond. It is agreed that the \$2,000,000.00 per incident insurance requirement contained in Section 14.1.1 is waived and that both parties agree to accept the current insurance level of \$1,000,000.00 per incident.

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.

NEW HAMPSHIRE

Corporation Division

Search
By Business Name
By Business ID
By Registered Agent
Annual Report
File Online

Search Type: Starting With
Search Date: 3/16/2012

Search Criteria: Alliance Sport Marketing LLC
Search Time: 08:42

Click on the Entity Name or Business ID to view more information.

Entity Name	Business ID	Type	Entity Status	Entity Creation Date
Alliance Sport Marketing, LLC	667072	Limited Liability Company	Good Standing	3/5/2012
Alliance Sport Marketing, LLC	667072	Limited Liability Company	Good Standing	3/5/2012

Records Returned 1 to 2

- Search
- By Business Name
 - By Business ID
 - By Registered Agent
 - Annual Report
 - File Online

Date: 3/7/2012 **Filed Documents**
 (Annual Report History, View Images, etc.)

For a blank Annual Registration Report, click here.

Business Name History

Name	Name Type
Alliance Sport Marketing, LLC	Legal
Alliance Sport Marketing, LLC	Home State

Limited Liability Company - Foreign - Information

Business ID: 667072
Status: Good Standing
Entity Creation Date: 3/5/2012
State of Business.: TN
Principal Office Address: 201 22ND Avenue North Suite B
 Nashville TN 37203
Principal Mailing Address: No Address
Last Annual Report Filed Date:
Last Annual Report Filed: 0

Registered Agent

Agent Name: Incorp Services, Inc.
Office Address: 152 S Mast Street
 Goffstown NH 03045
Mailing Address:

NEW! File Annual Report Online.



State of New Hampshire

Department of State

Corporation Division

603-271-3246



Enclosed is the acknowledgment copy of your Application for Registration as a Foreign Limited Liability Company. It acknowledges this office's receipt and filing of your documents.

Should you have any questions, you may contact the Corporation Division at the above number or email us at corporate@sos.state.nh.us. Please reference your Business ID # located in the filed section of the enclosed acknowledgement copy of Application for Registration as a Foreign Limited Liability Company.

Please visit our website for helpful information regarding all your business needs.

Regards,

New Hampshire Department of State
Corporation Division

Business ID#: 667072

CERTIFICATE

I, Brandon Vanderhaar, Clerk/Secretary of Advance Sport do hereby certify that:

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificates;
- (3) the following (is a) (are) true and complete copy(ies) of the resolution(s) adopted by the board of directors of the corporation at a meeting of that board on _____, 20____, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation:
- (4) the following is a true and complete copy of a by-law adopted at a (shareholders) (organizational) meeting on _____, 19____:
- (5) the foregoing resolution(s) or by-laws are in full force and effect, unamended, as of the date hereof; and
- (6) the following person(s) lawfully occupy the office(s) indicated below, as of the date hereof:

CHRISTOPHER SNYDER President
 _____ Vice-President
BRANDON VONDERHAAR Treasurer/Clerk/Secretary

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 7th day of March, 2012.

(Corporate Seal, if any) Brandon Vanderhaar
Clerk/Secretary

(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below.)

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On March 7th, 2012, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate and acknowledged that s/he executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.



[Signature]
Notary Public/Justice of the Peace

Commercial Certificate of Insurance



FARMERS

Agency
 Name • Jason Barrett
 & • 1300 Division St Ste 207
 Address • Nashville, TN 37203-4043
 • 615-732-0883

Issue Date (MM/DD/YY) 04/05/2012

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies shown below.

St. 66 Dist. 27 Agent 368

Insured
 Name • SEE E0002,
 & • ALLIANCE SPORT MARKETING
 Address • 201 22ND AVE N STE B
 • NASHVILLE, TN 37203

Companies Providing Coverage:

- Company A Truck Insurance Exchange
Letter
- Company B Farmers Insurance Exchange
Letter
- Company C Mid-Century Insurance Company
Letter
- Company D _____
Letter

Coverages

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.

Co. Ltr.	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits	
A	General Liability <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> - Occurrence Version Contractual - Incidental Only Owners & Contractors Prot.	604812450	04/14/2012	04/14/2013	General Aggregate Products-Comp/OPS Aggregate Personal & Advertising Injury Each Occurrence Fire Damage (Any one fire) Medical Expense (Any one person)	\$ 2,000,000 \$ 1,000,000 \$ 1,000,000 \$ 1,000,000 \$ 100,000 \$ 5,000
A	Automobile Liability All Owned Commercial Autos <input checked="" type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos Non-Owned Autos Garage Liability	604812450	04/14/2012	04/14/2013	Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per accident) Property Damage Garage Aggregate	\$ 500,000 \$ \$ \$ \$
	Umbrella Liability				Limit	\$
	Workers' Compensation and Employers' Liability				Statutory Each Accident Disease - Each Employee Disease - Policy Limit	\$ \$ \$

Description of Operations/Vehicles/Restrictions/Special Items:
 201 22ND AVE N, NASHVILLE, TN 37203

Certificate Holder

Name • New Hampshire Highway Safety Agency
 & • 78 Regional Drive, Building 2
 Address • Concord, New Hampshire 03301-8530

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

 Authorized Representative