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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

April 19, 2016

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

Retroactive/sole source

Requested Action

Authorize the Department of Safety, Office of Highway Safety (OHS), to enter into a **retroactive, sole source** contract with NH Triple Play LLC, (dba NH Fisher Cats), Manchester, New Hampshire (VC# 168155-B001) in the amount of \$27,500.00 to coordinate a highway safety impaired driving related advertisement campaign during the 2016 season home games. Effective upon Governor and Council approval for the period from April 1, 2016 through September 30, 2016. Funding Source: 100% Federal Funds.

Funds are available in the SFY2016/2017 operating budget with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-231010-75410000	Dept. of Safety – Office of Commissioner – NHTSA Grants			
102-500731	Contracts for Program Services			
		<u>SFY2016</u>	<u>SFY2017</u>	<u>TOTAL</u>
		\$13,750.00	\$13,750.00	\$27,500.00

Explanation

This contract is **retroactive** due to an oversight during the relocation of Highway Safety (OHS) to the Department of Safety (DOS) after becoming part of the Department. OHS is now utilizing the DOS tracking database to prevent this from reoccurring. This is a **sole source** contract because the NH Fisher Cats are exclusively responsible for managing, developing, and conducting all public relations activities related to their operation. The purpose of this contract with the NH Fisher Cats baseball team is to coordinate, during their 2016 season games, an advertisement campaign aimed at informing the public of the dangers of driving impaired.

This contract will promote the campaign by providing for a right field banner, positioned where it can be seen from all parts of the stadium; a video board commercial throughout the season to inform the public of the dangers of impaired driving; and game day sponsorship of two Fisher Cats games, which includes mention of the campaign during certain Fisher Cats radio commercials. The campaign will also receive promotion through public address announcements via video board and a half-page advertisement in the Fisher Cats publication, *The Inside Pitch*.

Respectfully submitted,

John J. Barthelmes
Commissioner of Safety

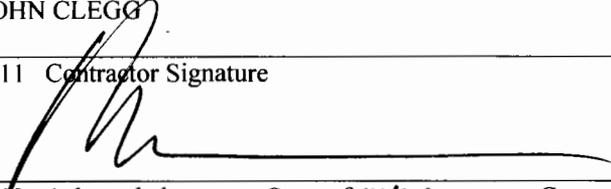
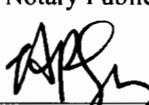
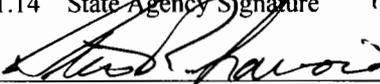
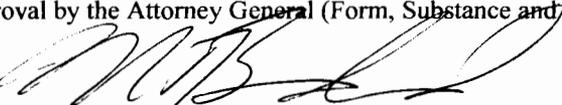
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name OFFICE OF HIGHWAY SAFETY		1.2 State Agency Address 33 HAZEN DRIVE, ROOM 109A CONCORD, NH 03305	
1.3 Contractor Name NH TRIPLE PLAY LLC, DBA NH FISHER CATS		1.4 Contractor Address ONE LINE DRIVE MANCHESTER, NH 03101	
1.5 Contractor Phone Number 603-606-4187	1.6 Account Number 010-02300-75410000-500731	1.7 Completion Date 09/30/16	1.8 Price Limitation \$27,500.00
1.9 Contracting Officer for State Agency JOHN CLEGG		1.10 State Agency Telephone Number 603-271-2893	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory MICHAEL RAMSHAW VICE PRESIDENT OF SALES	
1.13 Acknowledgement: State of <u>Hillsborough</u> , County of <u>New Hampshire</u> On <u>April 8, 2016</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]  Justice of the Peace			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Brian P. Shankley</u> Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory STEVEN R. LAVOIE, DIRECTOR OF ADMINISTRATION	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>4/22/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

EXHIBIT A

THE SERVICES

2. Employment of Contractor; Services to be Performed

The Contractor, NH Triple Play LLC (dba New Hampshire Fisher Cats), shall coordinate the advertisement activities dedicated to highway safety related issues as determined by the Office of Highway Safety to be presented during the 2016 season games (71 home games) of the New Hampshire Fisher Cats baseball team to be played at the Fisher Cats Ball Park in Manchester, New Hampshire, following the game schedule appearing in Exhibit C.

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

- a) **Signage: Right Field Bleacher Sign** – The Office of Highway Safety will receive a 4' x 16' static sign in right field positioned where the fans can see it as they enter the stadium to promote the Impaired Driving Campaign throughout the 2016 season. This sign is static and can be seen from all parts of the stadium.
- b) **In-Stadium Promotion: Video Board Commercial** – The Office of Highway Safety will receive one, 15-second video board commercial to promote the Impaired Driving Campaign throughout the season. The Office of Highway Safety will have the opportunity to provide a commercial or the Fisher Cats can have a Fisher Cats Player or Coach read a script. The NH Fisher Cats can produce the commercial in house. Throughout the season The Office of Highway Safety will have the ability to change the message as often as needed.
- c) **Game Day Sponsorship** – The Office of Highway Safety will receive sponsorship of two (2) Fisher Cats games. One will be during the campaign August 17th-August 21st and the other would be during the campaign August 31st-September 5th. As the sponsor of these two games, The Office of Highway Safety will receive the following in promotion:
 - Banner placement at the front and rear gates of the stadium
 - Table located on the concourse to promote the campaign
 - Included in next run of pocket schedules as the presenting sponsor of the game and post-game Atlas Fireworks show
 - Included on promotional page at nhfishercats.com
 - Logo placed into rotation on the video board throughout the game
 - A minimum of two (2) PA announcements during the game to promote the sponsorship and campaign
 - Campaign logo on the main page of the NH Fisher Cats website on the media wall promoting the game
 - Logo included on the promotional calendars that are distributed throughout the restrooms (11) at the stadium as well as in the elevators
 - First pitch opportunity
 - 140' LED to promote the Campaign during the first pitch
 - 30 second video board or PA read immediately following the first pitch
 - Half-inning on the Fisher Cats Radio Network (flagship is WGIR AM610)
 - 140' LED during the Atlas Fireworks show to promote the campaign
 - Logo on the video board at the start of the Atlas Fireworks show

(*This sponsorship will include mentions of the campaign as the sponsor in the Fisher Cats 30-second radio commercials that the Fisher Cats purchase to promote the home stands. The campaign will also be included in the print media that the Fisher Cats purchase to promote the game and home stand.)
- d) **Public Address announcement** – During the two campaigns (August 17-August 21 and August 31-September 5) the Fisher Cats will place the campaign logo on the video board that coincides with a message about the campaign taking place.
- e) **Print: Half-Page Program Advertisement** – The Office of Highway Safety will receive one (1) half-page program ad in the Fisher Cats premier print publication, the Inside Pitch. There is a total press run of 35,000 and the programs are free to fans as they enter the park as well as placed in every luxury suite throughout the season. The Office of Highway Safety will have the ability to provide up to three different messages throughout the season (3 issues printed).

- f) **Radio: 30-second Radio Commercial** – The Office of Highway Safety will receive a 30-second radio commercial to be aired for all 142 Fisher Cats games throughout the season (home/away). The Office of Highway Safety has the ability to change this messaging to tie into local and national campaigns as needed.

The Contractor will incur any costs associated with developing additional materials, props, equipment, etc., as well as managing and conducting the event during each between-inning contest.

The total cost for the paid advertising campaign will not exceed \$27,500.00.

EXHIBIT B

CONTRACT PRICE AND VOUCHERS

4.1.a Contract Price

The Agency agrees to compensate the Contractor a maximum of \$27,500.00 to cover costs related to carrying out the services as stipulated in Exhibit A.

BUDGET

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

4.1.b Vouchers

The Contractor shall submit to the Coordinator of the Office of Highway Safety on a monthly basis an invoice for coordinating the advertisement activities dedicated to highway safety issues as stipulated in Schedule A. The Office of Highway Safety agrees to pay the Contractor payments of \$4,583.33/month for four months and \$4,583.34 for two months covering each of the six months April 2016 through September 2016 for a total payment of \$27,500.00.

EXHIBIT C

SPECIAL PROVISIONS

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

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

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

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

22.4 Copyrights The Office of Highway Safety, representing the Federal awarding agency and the State of New Hampshire, reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal and State Government purposes: (a) The copyright in any work developed under this Contract under a grant or subgrant; and (b) Any rights of copyright to which the Contractor purchases ownership with grant support. (US Department of Transportation Common Rule, March 11, 1988)

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

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

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

- a) be true and correct in every respect;
- b) not be, nor contain anything that is defamatory of any person;
- c) not be, nor contain anything that is indecent or obscene;
- d) not breach, nor contain anything that breaches the copyright, trademark or other intellectual or commercial property rights of any person or which constitutes passing off of the Office of Highway Safety or its goods or services; and
- e) not contain nor constitute a statement that is misleading or deceptive or likely to be mislead.

22.8 The "New Hampshire Fisher Cats 2016 Eastern League Schedule" appearing on the following page highlights the 71 home games scheduled to be played at the Fisher Cats Ball Park during which the advertisement activities detailed in Schedule A will be conducted.

22.9 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.

22.10 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.

2016 SCHEDULE



VOTED
**'BEST SPORTING
EVENT TO TAKE
CLIENTS TO'**
EIGHT YEARS RUNNING



VOTED
**'NH'S FAVORITE
SPORTING EVENT
FOR FAMILIES'**
FIVE YEARS RUNNING



VOTED
**'BEST NEW
HAMPSHIRE
SPORTS TEAM'**
FIVE YEARS RUNNING

APRIL

SUN	MON	TUES	WEDS	THURS	FRI	SAT
					1	2
3	4	5	6	7 BIN 6:35pm	8 BIN 7:05pm	9 BIN 1:05pm
10 BIN 1:05pm	11 HFD TBA	12 HFD 1:05pm	13 HFD 1:05pm	14 TRN 7:05pm	15 TRN 7:05pm	16 TRN 5:35pm
17 TRN 1:35pm	18 HFD 5:35pm	19 HFD 5:35pm	20 HFD 10:35am	21 OFF	22 REA 7:05pm	23 REA 6:05pm
24 REA 2:05pm	25 TRN 7:00pm	26 TRN 7:00pm	27 TRN 10:30am	28 OFF	29 BIN 6:35pm	30 BIN 5:35pm

MAY

SUN	MON	TUES	WEDS	THURS	FRI	SAT
BIN 1:35pm	REA 5:35pm	REA 5:35pm	REA 5:35pm	REA 5:35pm	6 HFD 6:35pm	HFD 1:15pm
8 HFD 1:35pm	9 POR 5:35pm	10 POR 6:35pm	11 POR 6:35pm	12 HFD 7:05pm	13 HFD 7:05pm	14 HFD 7:05pm
15 HFD 1:35pm	16 POR 6:00pm	17 POR 6:00pm	18 POR 6:00pm	19 OFF	20 HFD 6:35pm	21 HFD 6:05pm
22 HFD 1:35pm	23 TRN 7:00pm	24 TRN 7:00pm	25 TRN 7:00pm	26 TRN 10:30am	27 REA 6:35pm	28 REA 6:05pm
29 REA 6:05pm	30 REA 7:00pm	31 HAR 7:00pm				

JUNE

SUN	MON	TUES	WEDS	THURS	FRI	SAT
			1 HAR 7:00pm	2 HAR 7:00pm	3 REA 7:05pm	4 REA 6:35pm
5 REA 2:05pm	6 REA 9:35am	7 RIC 7:05pm	8 RIC 7:05pm	9 RIC 7:05pm	10 BOW 7:05pm	11 BOW 7:05pm
12 BOW 1:35pm	13 OFF	14 ALT 7:00pm	15 ALT 7:00pm	16 ALT 7:00pm	17 AKR 7:05pm	18 AKR 7:05pm
19 AKR 2:05pm	20 ERI 7:05pm	21 ERI 7:05pm	22 ERI 12:05pm	23 OFF	24 HAR 7:05pm	25 HAR 7:05pm
26 HAR 1:35pm	27 HFD 7:35pm	28 HFD 7:35pm	29 HFD 7:35pm	30 BIN 6:35pm		

JULY

SUN	MON	TUES	WEDS	THURS	FRI	SAT
					1 BIN 7:05pm	2 BIN 7:05pm
3 BIN 6:35pm	4 POR 7:05pm	5 POR 7:05pm	6 POR 7:05pm	7 POR 7:05pm	8 BIN 7:05pm	9 BIN 7:05pm
10 BIN 1:35pm	11 EASTERN LEAGUE ALL-STAR BREAK	12 EASTERN LEAGUE ALL-STAR BREAK	13 EASTERN LEAGUE ALL-STAR BREAK	14 POR 7:00pm	15 POR 7:00pm	16 POR 6:00pm
17 POR 1:00pm	18 REA 7:05pm	19 REA 7:05pm	20 REA 7:05pm	21 TRN 7:05pm	22 TRN 7:05pm	23 TRN 7:05pm
24 TRN 1:35pm	25 HAR 7:00pm	26 HAR 7:00pm	27 HAR 12:00pm	28 RIC 7:05pm	29 RIC 7:05pm	30 RIC 6:05pm
31 RIC 12:05pm						

NEW HAMPSHIRE'S BEST ENTERTAINMENT VALUE

AUGUST

SUN	MON	TUES	WEDS	THURS	FRI	SAT
	1 OFF	2 AKR 7:05pm	3 AKR 7:05pm	4 AKR 7:05pm	5 ERI 7:05pm	6 ERI 7:05pm
7 ERI 1:35pm	8 OFF	9 BOW 7:05pm	10 BOW 7:05pm	11 BOW 11:05am	12 TRN 7:00pm	13 TRN 7:00pm
14 TRN 5:00pm	15 BIN 1:35pm	16 BIN 1:35pm	17 BIN 1:35pm	18 BIN 7:05pm	19 ALT 7:05pm	20 ALT 7:05pm
21 ALT 1:35pm	22 POR 7:00pm	23 POR 7:00pm	24 POR 6:00pm	25 REA 7:05pm	26 REA 7:05pm	27 REA 6:35pm
28 REA 2:05pm	29 TRN 7:00pm	30 TRN 7:00pm	31 TRN 6:35pm			

SEPTEMBER

SUN	MON	TUES	WEDS	THURS	FRI	SAT
				1 TRN 6:35pm	2 POR 6:35pm	3 POR 6:35pm
4 POR 6:35pm	5 POR 1:35pm	6 EASTERN LEAGUE PLAYOFFS	7 EASTERN LEAGUE PLAYOFFS	8 EASTERN LEAGUE PLAYOFFS	9 EASTERN LEAGUE PLAYOFFS	10 EASTERN LEAGUE PLAYOFFS

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

Post-Game Atlas Fireworks

Away Game

Game will be played in NH

NORTHEAST DELTA DENTAL
STADIUM



NHFISHERCATS.COM

603.641.2005

AA AFFILIATE OF



State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NH Triple Play, LLC is a New Hampshire limited liability company formed on June 27, 2005. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of April, A.D. 2016

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

William M. Gardner
Secretary of State



AA Affiliate of the Toronto Blue Jays

CERTIFICATE OF AUTHORITY

I, Richard Brenner, President for NH Triple Play, LLC (d/b/a New Hampshire Fisher Cats) certify that Michael Ramshaw is Chief Sales Officer of NH Triple Play LLC (d/b/a New Hampshire Fisher Cats). As Chief Sales Officer, Mr. Ramshaw is duly authorized to sign contracts on behalf of NH Triple Play, LLC. (d/b/a New Hampshire Fisher Cats) and holds the authority to contractually bind NH Triple Play, LLC. (d/b/a New Hampshire Fisher Cats). Mr. Ramshaw had this authority on the date of April 8, 2016 when he executed the contract by and between the NH Department of Safety, Office of Highway Safety and the New Hampshire Fisher Cats.

Richard Brenner

President

STATE OF NEW HAMPSHIRE

COUNTY OF HILLSBOROUGH

On this 8th day of April 2016, the above named, Richard Brenner, personally appeared before me and made oath that the foregoing statements are true and correct to the best of his knowledge and belief.

Notary Public/Justice of the Peace

My Commission expires: 6/5/18

