

157 mlc



State of New Hampshire 5:20 PM 2:16 DAS  
DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER  
33 HAZEN DR. CONCORD, N.H. 03305  
603-271-2791

ROBERT L. QUINN  
COMMISSIONER OF SAFETY

March 3, 2020

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

Requested Action

Authorize the Department of Safety, Office of Highway Safety (OHS) to enter into a **sole source** contract amendment with iHeart Media + Entertainment, Inc., (VC# 174906-R002), in the amount of \$10,000.00, increasing the contract amount from \$70,000.00 to a new total of \$80,000.00, for the purpose of providing motorcycle safety radio ads promoting the national "Share the Road" campaign. The original contract was approved by Governor and Council as item #45 on October 2, 2019. This amendment is effective upon Governor and Council through September 30, 2020. Funding source: 100% Federal Funds.

Funds are available in the SFY2020/2021 operating budget with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-231010-75440000 Dept. of Safety – Office of Commissioner – 405f/Motorcycle	<u>SFY2020</u>	<u>SFY2021</u>
102-500731 Contracts for Program Services	\$5,714.28	\$4,285.72
	<b>Total</b>	<b>\$10,000.00</b>

Explanation

This contract amendment is **sole source** because the contract is being amended for more than 10% of the contract amount. This amendment will provide for highway safety messages to be aired on iHeart Media + Entertainment stations as part of the Total Traffic & Weather Network Sponsorship for the purpose of increasing public awareness about safely sharing the road with motorcycles as well as public services announcements during Laconia Motorcycle Week. iHeart Media + Entertainment has the capacity to reach over 90% of the State's population through their seven stations. This extensive media campaign will help spread the message about safe driving and the OHS's mission to reduce traffic-related fatalities on the roadways as it pertains to motorists and riders.

Respectfully submitted,  
  
Robert L. Quinn  
Commissioner

Amendment

This agreement, (hereinafter called the "Amendment") by and between the New Hampshire Department of Safety, Office of Highway Safety (hereinafter referred to as the "State"), and IHEART Media and Entertainment, (hereinafter referred to as the "Contractor").

It is hereby agreed that the initial contract, approved by Governor and Council on October 2, 2019, Item #45, between iHeart Media and Entertainment as "Contractor" and the Office of Highway Safety as "State," for a radio media campaign addressing traffic safety for FFY 2020, is amended as follows:

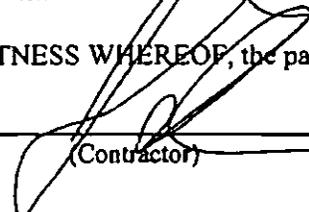
**Amendment and Modification**

1. Section 1.8 Price Limitation is increased by \$10,000.00 changing the total contract amount from \$70,000.00 to \$80,000.00 for the provision of motorcycle safety radio spots to promote NHTSA's national campaign "Share the Road" as well as a PSA schedule about motorcycle safety surrounding Laconia Motorcycle Week.

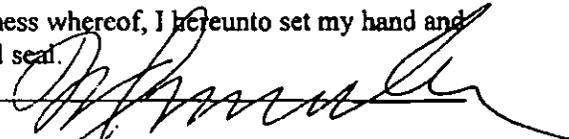
**Effective Date and Continuance**

2. The amendment is effective upon Governor and Council approval. All other terms and conditions remain the same.

IN WITNESS WHEREOF, the parties set their hands as of the day and year written below.

  
\_\_\_\_\_  
(Contractor)

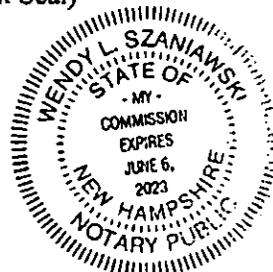
On March 11, 2020 there appeared before me in the state and county foresaid, a person who satisfactorily identified himself/herself as Joseph Graham and acknowledged that he executed this document.

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

Notary Public/Justice of the Peace

My Commission Expires: 6/6/23

(Affix Seal)

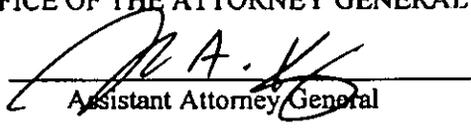


STATE OF NEW HAMPSHIRE

By:  Date: 3/25/20  
Steven R. Lavoie  
Director of Administration, NH Department of Safety

The foregoing contract, having been reviewed by this office, is approved as to form, substance and execution

OFFICE OF THE ATTORNEY GENERAL

By:  On: April 13th, 2020  
Assistant Attorney General

Approved by the Governor and Council on: \_\_\_\_\_, 20\_\_



125 West 55th St, 7th Floor  
New York, NY 10019

www.iHeartMedia.com  
www.iHeartRadio.com

**OFFICER'S CERTIFICATE**

I, Richard J. Bressler, being the President and Chief Financial Officer of iHeartMedia and Entertainment, INC., hereby certify that Joseph Graham, Market President, has authority to execute state and state organization contracts on behalf of the Company until December 31, 2020.

IN WITNESS WHEREOF, I have duly executed this Certificate as of the 27<sup>th</sup> day of February 2020.

IHEARTMEDIA + ENTERTAINMENT, INC.

By: [Signature]  
Richard J. Bressler  
President and Chief Financial Officer

State of New York  
County of New York

This certificate was signed or acknowledged before me on February 27, 2020 by Richard J. Bressler, President and Chief Financial Officer of iHeartMedia + Entertainment, Inc.

[Signature]  
Notary Public



# State of New Hampshire

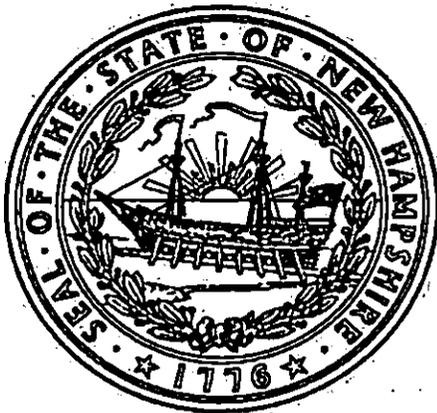
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that IHEARTMEDIA + ENTERTAINMENT, INC. is a Nevada Profit Corporation registered to transact business in New Hampshire on January 20, 2004. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 462280

Certificate Number: 0004802508



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 12th day of February A.D. 2020.

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

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA, Inc. 4400 Comerica Bank Tower 1717 Main Street Dallas, TX 75201-7357	<b>CONTACT NAME:</b> Cathy Crown <b>PHONE (A/C, H/A, Ext):</b> 210-691-4173 <b>FAX (A/C, H/A):</b> <b>E-MAIL:</b> cathy.crown@marsh.com <b>ADDRESS:</b>													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Union Fire Ins Co Pittsburgh PA</td> <td>19445</td> </tr> <tr> <td>INSURER B : New Hampshire Ins Company</td> <td>23841</td> </tr> <tr> <td>INSURER C : Illinois National Insurance Company</td> <td>23817</td> </tr> <tr> <td>INSURER D : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER E : The Insurance Company of The State of Pennsylvania</td> <td>19429</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Ins Co Pittsburgh PA	19445	INSURER B : New Hampshire Ins Company	23841	INSURER C : Illinois National Insurance Company	23817	INSURER D : N/A	N/A	INSURER E : The Insurance Company of The State of Pennsylvania	19429	INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A : National Union Fire Ins Co Pittsburgh PA	19445													
INSURER B : New Hampshire Ins Company	23841													
INSURER C : Illinois National Insurance Company	23817													
INSURER D : N/A	N/A													
INSURER E : The Insurance Company of The State of Pennsylvania	19429													
INSURER F :														

CN103696528-GAW1m-GAW-20-21

**INSURED**  
 iHeartMedia, Inc.  
 iHeartCommunications, Inc.  
 iHeartMedia + Entertainment, Inc. & their subsidiaries  
 20880 Stone Oak Parkway  
 San Antonio, TX 78258

### COVERAGES

CERTIFICATE NUMBER:

HOU-003621662-02

REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSR) (WORD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		GL1728877	03/31/2020	03/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY		CA6631264 (MA)	03/31/2020	03/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
E	<input checked="" type="checkbox"/> ANY AUTO		CA6631265 (VA)	03/31/2020	03/31/2021	BODILY INJURY (Per person) \$
A	<input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS		CA6631266	03/31/2020	03/31/2021	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		*AOS except ID, ME, MT, SD, VT, WY:			PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC023096143	03/31/2020	03/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)	Y/N	WC023096148 (MA, ND, OH, WA, WI)	03/31/2020	03/31/2021	E.L. EACH ACCIDENT \$ 1,000,000
C	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC023096144 (FL)	03/31/2020	03/31/2021	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
			*Continued Next Page			E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

### CERTIFICATE HOLDER

Office of Highway Safety  
33 Hazen Drive  
Concord, NH 03305

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.

Manashi Mukherjee

*Manashi Mukherjee*

© 1988-2016 ACORD CORPORATION. All rights reserved.

CO-0HS-08-2019-02



# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER  
33 HAZEN DR. CONCORD, N.H. 03305  
603-271-2791

RQ#200046

ROBERT L. QUINN  
COMMISSIONER OF SAFETY

August 19, 2019

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

QC #45  
10-02-2019

### Requested Action

Authorize the Department of Safety, NH Office of Highway Safety (NHOHS) to enter into a contract with iHeart Media and Entertainment, Inc., (VC# 174906-R002) in the amount of \$70,000.00 for radio advertisements regarding highway traffic safety. Effective upon Governor and Council approval through September 30, 2020. Funding Source: 100% Federal Funds.

Funds are anticipated to be available in the SFY2020 operating budget and contingent upon availability and continued appropriations in SFY2021 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-231010-75430000 Dept. of Safety – Office of Commissioner – 410 Alcohol-Impaired DR		
072-500731 Contracts for Program Services	<u>SFY2020</u>	<u>SFY2021</u>
	\$17,499.69	\$5,833.31
02-23-23-231010-75410000 Dept. of Safety – Office of Commissioner – NHTSA Grants		
72-500731 Contracts for Program Services	<u>35,000.19</u>	<u>11,666.81</u>
	\$52,499.88	\$17,500.12
	Total	\$70,000.00

### Explanation

This contract will provide for highway safety messages to be aired on iHeart Media and Entertainment stations as part of the Total Traffic & Weather Network Sponsorship for the purpose of increasing public awareness of highway traffic safety topics such as impaired driving, seat belt use, distracted driving and the consequences of speeding and aggressive driving. iHeart Media and Entertainment has the capacity to reach over 90% of the State's population through their seven stations. This extensive media campaign will help spread the message about safe driving and the Office of Highway Safety's mission to reduce traffic-related fatalities on the roadways.

A Request for Proposals (RFP) was posted on the State's Administrative Services website from April 30, 2019 through May 22, 2019. Three proposals were received and evaluated with iHeart receiving the highest score.

Respectfully submitted,

  
Robert L. Quinn  
Commissioner of Safety

## RFP DOS2020-01 Radio and Digital Campaign Bid Summary

**Program Name:** Radio and Digital Commercials to promote highway traffic safety

### RFP Score Summary

RFP Criteria	Max Pts.	iHeart Media	Manchester Radio Group	Sean Tracy Associates
Soundness & Innovativeness of Approach	20	17.6	13.3	11.6
Implementation	30	23.3	18.3	11.6
Cost	25	15.83	11	9.3
Samples of Creative Work	10	9.3	7.6	8.3
Personnel and Research Organization Qualifications	15	15	10	13.3
<b>Total Points Awarded</b>	<b>100</b>	<b>81.03</b>	<b>60.2</b>	<b>54.1</b>

### Definitions and Scoring Criteria

<b>Soundness &amp; Innovativeness of Approach:</b> The general suitability of the organization to carry out the stated goals, which in this case is to promote safety messages on the radio. Also included is the creative approach to putting out messaging to the audience.
<b>Implementation:</b> The organization can provide the deliverables as described in the RFP.
<b>Cost:</b> The proposed cost seems appropriate for what is promised to be delivered, vendor provides enough detail to show how the money is spent, and the vendor's proposed cost is close to the State's budget amount.
<b>Samples of Creative Work:</b> The organization has provided their best work as samples to review.
<b>Personnel and Research Organization Qualifications:</b> The organization has qualified people who can carry out the objective of the media campaign in a creative and efficient way.

### Scoring Committee

<b>Michael Todd, Department of Safety, Strategic Communications Administrator</b>	Mr. Todd has worked in Dept. of Safety (DOS) for 5 years. He oversees DOS divisions' Public Information Officers and acts as the spokesperson for the Department.
<b>John Clegg, Office of Highway Safety, Program Manager</b>	Mr. Clegg began working for the Office of Highway Safety as a field representative and is currently a Program Manager. He has worked on many media-related contracts for highway safety messaging.
<b>Jennifer Tramp, Office of Highway Safety, Public Information Officer</b>	Ms. Tramp worked in the capacity of Public Information Officer for 8 months. Her previous experience includes radio as an on-air talent and producer and work in advertising with video production and graphic design experience.

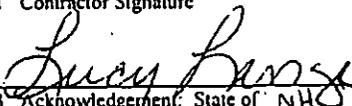
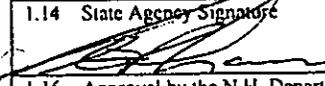
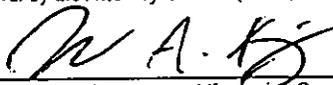
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

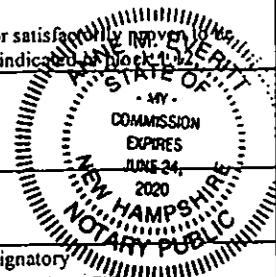
**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> NH Office of Highway Safety		<b>1.2 State Agency Address</b> 33 Hazen Drive Room 208 Concord, NH 03305	
<b>1.3 Contractor Name</b> iHeart Media and Entertainment, Inc.		<b>1.4 Contractor Address</b> 20880 Stone Oak Parkway, San Antonio, TX 78258	
<b>1.5 Contractor Phone Number</b> 727-310-2567	<b>1.6 Account Number</b> See Exhibit B	<b>1.7 Completion Date</b> 09/30/20	<b>1.8 Price Limitation</b> \$70,000
<b>1.9 Contracting Officer for State Agency</b> Jennifer Tramp		<b>1.10 State Agency Telephone Number</b> 603-271-2021	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Lucy Lange, SVPS iHeart MEDIA	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Hillsborough</u> On <u>8/9/19</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily <del>represented</del> <sup>represented</sup> <del>by</del> <sup>by</sup> <del>the</del> <sup>the</sup> 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.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] <u>Anne Everitt</u>			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> <u>Anne Everitt, Notary Public</u>			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> STEVEN R. LAVOIE, DIRECTOR OF ADMINISTRATION	
Date: <u>9/3/19</u>			
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By:  On: <u>9/11/19</u>			
<b>1.18 Approval by the Governor and Executive Council (if applicable)</b> 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

Contractor Initials LCL  
Date 8-17-14

2011  
2.01.22

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.

Contractor Initials LCC  
Date 8-9-19

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.

Contractor Initials LCU  
Date 8-9-19

EXHIBIT A

THE SERVICES

Employment of Contractor; Services to be Performed

The Contractor, iHeart Media and Entertainment, Inc., shall coordinate impaired and distracted driving and occupant protection campaigns approved by the Office of Highway Safety to be featured on 19 different radio stations throughout NH during traffic and weather updates effective upon Governor and Council Approval through September 30, 2020. iHeart Media and Entertainment, Inc. will coordinate these statewide public awareness campaigns through their Radio Traffic, Weather & News Report Sponsorship Program.

1. Total Traffic & Weather Network Sponsorship on 19 NH stations throughout the entire state of New Hampshire
2. Total Traffic & Weather Network to deliver 205 spots per week for 16 weeks for a total of 4,342,400 Gross Impressions
3. Network mentions will air Monday-Friday 5 a.m. to 8 p.m. in the Concord/Lebanon/Hanover markets
4. Network mentions will air Monday – Sunday 5a.m. to 8 p.m. in the Manchester/Portsmouth markets
5. Target demographics across all stations 18+
6. Formats include News/Talk, Rock, Country, Adult Contemporary, Classic Hits, HOT Adult Contemporary.

*DAYPART: Mon-Fri 5a-8p - Concord/Lebanon-Hanover Mkts. Mon-Sun 5a-8p Manchester/Portsmouth Mkts.*

MARKET	total spot count	Unit	Rate	total investment	**bonus spots per wk/M-Su
Concord Lake Region - FA18 TSA ARB	237		\$13	\$3,081	25
Lebnon-Hanover-Wht River JCT NH SP18+FA18 TSA ARB	273		\$18.01	\$4,917	25
Manchester FA18 TSA ARB	648		\$26	\$16,991	60
Portsmouth-Dover-Rochester FA18 TSA ARB	983		\$15.27	\$15,010	95
<b>TOTAL</b>	<b>2141</b>			<b>\$39,999</b>	<b>205</b>

**Adults 18+**

Gross Impressions	GRP	Rch	Reach	Freq	Pop
962,600	348	91,846	33.7%	10.9	272,500
272,200	106	33,059	12.8%	8.1	262,500
1,303,200	442	123,308	42.8%	10.6	288,400
1,804,400	348	201,820	38.6%	8.9	522,300
<b>4,342,400</b>	<b>685</b>	<b>450,033</b>	<b>42.5%</b>	<b>16</b>	<b>1,345,700</b>

EXHIBIT A.1

THE SERVICES

Employment of Contractor; Services to be Performed

The Contractor, iHeart Media and Entertainment, Inc., shall also coordinate impaired and distracted driving and occupant protection radio spots and pre-roll video and streaming approved by the Office of Highway Safety to be featured on seven IHEART Media and Entertainment radio stations and websites effective upon Governor and Council Approval through September 30, 2020. The total cost of this radio schedule shall not exceed \$30,000.

1. 1,148,908 impressions through iHeartMedia SLATE pre-roll video and streaming on iHeartRadio
2. Integrated elements to include presence at the following events:
  - o Taco Tour – includes booth and radio mentions
  - o Memorial Day Block Party Weekend on-air and mentions
  - o July 4<sup>th</sup> weekend Block Party on-air and mentions
  - o Labor Day Block Party on-air and mentions
  - o Rock 101 @ NH Fisher Cats

EXHIBIT B

CONTRACT PRICE AND INVOICING

Contract Price

The Agency agrees to compensate the Contractor in an amount up to \$70,000.00 to cover costs related to carrying out the services as stipulated in Exhibit A and Exhibit A.1.

BUDGET

The Contractor, iHeart Media and Entertainment, Inc. shall provide a spot report detailing when the spots run with each monthly invoice. The total cost for all three (3) campaigns for the Radio Traffic, Weather & News Report Sponsorship Program will not exceed \$40,000.

Money Breakdown by Campaign	
Campaign Dollars	In-Kind Dollars
Impaired Driving: \$13,333	\$3,333.25
Distracted Driving: \$13,333	\$3,333.25
Occupant Protection: \$13,334	\$3,333.50

Radio spot schedule between 10/2019 and 9/30/2020

The Contractor, iHeart Media and Entertainment, Inc. shall provide a spot report detailing when the spots run with each monthly invoice. The total cost for all three (3) campaigns for the radio and digital schedule will not exceed \$30,000.

Money Breakdown by Campaign	
Campaign Dollars	In-Kind Dollars
Impaired Driving: \$10,000	\$2,500
Distracted Driving: \$10,000	\$2,500
Occupant Protection: \$10,000	\$2,500

EXHIBIT B

CONTRACT PRICE AND INVOICING

Invoicing

The Contractor agrees to invoice the Office of Highway Safety on a monthly basis. The State agrees to make payment within (30) days upon the State's timely receipt, acceptance, and approval of each invoice.

Contractor must provide separate invoices for each campaign on a monthly basis. The Office of Highway Safety is requesting a spot report for each campaign. These campaigns include Impaired Driving, Distracted Driving and Occupant Protection.

Account Numbers: 010-231010-75430000-102-5000731  
010-231010-75410000-102-5000731

All invoices shall be sent to:

Jennifer Tramp, Public Information Officer  
New Hampshire Department of Safety, Office of Highway Safety  
33 Hazen Drive, Second Floor Room 208, Concord, N.H. 03305

## EXHIBIT C

### SPECIAL PROVISIONS

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of

experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

#### **CERTIFICATION REGARDING FEDERAL LOBBYING**

(Applies to sub-recipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

EXHIBIT C

SPECIAL PROVISIONS CONTINUED

<b>Awarding Agency:</b> Office of Highway Safety (OHS)
<b>Federal Awarding Agency:</b> National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA Region 1 55 Broadway, RTV-8E Cambridge, MA 02142
<b>FAIN Number:</b> 69A37519300004020NH0/69A3752030000020NH0
<b>Project Title &amp; Number:</b> IHEART MEDIA 20-272
<b>Funding Source; PSP &amp; Task #:</b> 20-01-03/20.600
<b>Duns #:</b> 829257588
<b>Award Title:</b> Fast Act NHTSA 402 Occupant Protection
<b>Catalog of Federal Domestic Assistance (CFDA) Number:</b> 20.600
<b>Is This a Research and Development Project (Yes or No):</b> No
<b>In Kind Match:</b> \$5,833.50
<b>In Kind Match to support this project shall be met using advertising or related work.</b>

<b>Awarding Agency:</b> Office of Highway Safety (OHS)
<b>Federal Awarding Agency:</b> National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA Region 1 55 Broadway, RTV-8E Cambridge, MA 02142
<b>FAIN Number:</b> 69A3751830000405dNHL/69A3751930000405dNHL/69a3752030000405dNHL
<b>Project Title &amp; Number:</b> IHEART MEDIA 20-272
<b>Funding Source; PSP &amp; Task #:</b> 20-07-03/20.616
<b>Duns #:</b> 829257588
<b>Award Title:</b> NHTSA Section 405d ALCOHOL
<b>Catalog of Federal Domestic Assistance (CFDA) Number:</b> 20.616
<b>Is This a Research and Development Project (Yes or No):</b> No
<b>In Kind Match:</b> \$5,833.25
<b>In Kind Match to support this project shall be met using advertising or related work.</b>

<b>Awarding Agency:</b> Office of Highway Safety (OHS)
<b>Federal Awarding Agency:</b> National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA Region 1 55 Broadway, RTV-8E Cambridge, MA 02142
<b>FAIN Number:</b> 69A37519300004020NH0/69A37520300004020NH0
<b>Project Title &amp; Number:</b> IHEART MEDIA 20-272
<b>Funding Source; PSP &amp; Task #:</b> 20-04-03/20.600
<b>Duns #:</b> 829257588
<b>Award Title:</b> Fast Act NHTSA 402 Distracted Driving
<b>Catalog of Federal Domestic Assistance (CFDA) Number:</b> 20.600
<b>Is This a Research and Development Project (Yes or No):</b> No
<b>In Kind Match:</b> \$5,833.25
<b>In Kind Match to support this project shall be met using advertising or related work.</b>