



State of New Hampshire

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

JOHN J. BARTHELMES
COMMISSIONER

March 17, 2015

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

Requested Action

Authorize the Department of Safety (DOS), Division of State Police (SP), to enter into a contract with the New Hampshire Association of Broadcasters, VC#154541-B001, 707 Chestnut Street, Manchester, NH 03104, in the amount of \$45,000.00 to produce and broadcast radio announcements to promote safe driving around large trucks. Effective upon Governor and Council approval through September 18, 2015. Funding source: 100% Federal Funds.

Funding is available in the SFY 2015 operating budget and contingent upon availability and continued appropriations in SFY 2016 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-234010-31160000	Dept. of Safety – Division of State Police – High Priority Grant		
103-500735	Advertising and Publication	<u>SFY2015</u>	<u>SFY2016</u>
2314HP		\$22,500.00	\$22,500.00

Explanation

This contract provides for the launching of a statewide safety campaign by the State Police that will utilize 30 and 60 second radio advertisements during June through September 18, 2015 to increase public awareness of the special hazards and potential catastrophic outcome of driving unsafely around large tractor-trailer trucks and to promote safe driving practices on New Hampshire's roadways. The Federal Motor Carrier Safety Administration (FMCSA) High Priority grant funds are awarded to states for the purpose of implementing a program for commercial motor vehicle safety projects and activities to reduce commercial motor vehicle crashes and fatalities.

A Request for Proposals (RFP) was posted on the State's Administrative Services website from January 30, 2015 through February 27, 2015. The RFP was also mailed via U.S. Postal Service to thirty two (32) known radio stations and advertising agencies affiliated with New Hampshire. On February 4, 5 and 6, 2015, a legal notice announcing this RFP was placed in the NH Union Leader. On February 17, 2015, a free and open conference call (outlined in the RFP) was held for prospective bidders for 30 minutes to review the RFP and allow potential bidders to ask questions and seek clarifications. Three potential bidders participated in this call; however, a summary of the questions and answers was mailed via U.S. Postal Service to the original thirty two (32) potential bidders.

A total of two proposals were received, reviewed, and scored by a three-person committee consisting of Sgt. Kathleen Murray, DOS SP; Michael Todd, DOS Public Information Officer, and Terri Hartley, DOS Grants Management Unit. New Hampshire Association of Broadcasters, Inc. (NHAB) obtained the highest score in the scoring model set forth in the RFP and, therefore, was the selected vendor. The selection team determined NHAB can provide statewide coverage through its media partners and broadcast the maximum number of radio spots while meeting the budgetary requirements as per the RFP.

Her Excellency, Governor Margaret Wood Hassan

and the Honorable Council

March 17, 2015

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In the event that the Federal funds become no longer available, General Funds/Highway Funds will not be requested to support this program.

Respectfully submitted,


John J. Barthelmes,
Commissioner of Safety

ATTACHMENT 1 - SCORE SUMMARY

Program Name Radio Advertisements to Promote Safe Driving

RFP Score Summary - Phase 1

RFP CRITERIA	Max Pts	NL Partners	NH Association of Broadcasters, Inc.
Org Capacity	30	27.3	29.3
Plan of Operation	30	27.3	27.7
Budget & Justification	35	30.3	34.0
Format	5	4.0	5.0
Total	100	88.9	96.7
BUDGET REQUEST		\$45,000.00	\$45,000.00

Definitions of Scoring Criteria:

Org Capacity: The organization's services relate to the program's goals and demonstrates specific experience, capacity, and creativity to carry out program. Demonstrates knowledge of NH media market and the primary target audience.

Plan of Operation: Proposal is programmatically relevant to the program's goals: 30 or 60 second ads; target drivers age 20-55; write and produce ads; provide monthly reports w/ time, date and number of ads, stations, market saturation, and audience impressions; metrics based outcome for post-campaign assessment.

Budget & Justification: The budget template and narrative is complete and is appropriate in relation to the proposed activities; is reasonable, detailed and consistent with the intended use of funds. All program staff is listed and includes a current resume. Price was preset so it was based on qualifications and services offered in bidders proposal.

Format: The proposal adheres to the formatting instructions and directions set forth in the RFP.

Scoring Committee

Kathleen Murray, Sergeant, NH State Police-DOS	She has 26 years in direct law enforcement, inclusive of 15 years experience in commercial motor carrier enforcement. She is currently managing grant activities, staff and reporting for grant programs funded by Federal Motor Carrier Safety Administration.
Michael Todd, Public Information Officer- NHDOS	Holds a JD from UNH School of Law and is a PhD candidate at Penn State where he worked as a communications instructor and conducted research for the Pennsylvania Center for the First Amendment. He has a master's in communications and a bachelor's in journalism. He worked as a news writer and editor in Utah and Illinois and served as a photojournalist in the Army Reserve; he is currently employed as the Public Information Officer for the NH Department of Safety.
Terri Hartley, Program Specialist III, Grants Management Unit-DOS	She has been a paralegal for 13 years and has 6 years of subject matter expertise in the financial and programmatic oversight of Federal Motor Carrier Safety Administration grants for the Division of State Police including writing and managing the annual grants and ensuring state and federal regulation compliance.

ATTACHMENT 2 - INDIVIDUAL SCORES

Program Name

Radio Advertisements to Promote Safe Driving

Reviewers:

KM- Kathleen Murray

MT- Michael Todd

TH- Terri Hartley

RFP Scoring Detail - Phase 1

1					
RFP Criteria	Max Pts	KM	MT	TH	Total
NL Partners					
Org Capacity	30	27	30	25	27.3
Plan of Operation	30	26	30	26	27.3
Budget & Justification	35	29	32	30	30.3
Format	5	5	4	3	4.0
Total	100	87	96	84	88.9

2					
RFP Criteria	Max Pts	KM	MT	TH	Total
NH Association of Broadcasters, Inc.					
Org Capacity	30	29	30	29	29.3
Plan of Operation	30	28	27	28	27.7
Budget & Justification	35	32	35	35	34.0
Format	5	5	5	5	5.0
Total	100	94	97	97	96.7

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Safety		1.2 State Agency Address 33 Hazen Drive. Concord. NH 03305	
1.3 Contractor Name New Hampshire Association of Broadcasters		1.4 Contractor Address 707 Chestnut St. Manchester, NH 03104	
1.5 Contractor Phone Number 603-627-9600	1.6 Account Number 2340-10-31160000-00735	1.7 Completion Date September 18, 2015	1.8 Price Limitation \$ 45,000.00
1.9 Contracting Officer for State Agency Terri Hartley, Grants Management Unit		1.10 State Agency Telephone Number 603-271-6636	
1.11 Contractor Signature <i>Jordan Walton</i>		1.12 Name and Title of Contractor Signatory Jordan Walton, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>2/17/2015</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] <i>Anne Shea</i>		<div style="border: 1px solid black; padding: 5px; text-align: center;"> ANNE M. SHEA ★ NOTARY PUBLIC - NEW HAMPSHIRE ★ My Commission Expires April 26, 2015 </div>	
1.13.2 Name and Title of Notary of Justice of the Peace 			
1.14 State Agency Signature <i>Cynthia...</i>		1.15 Name and Title of State Agency Signatory 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) By: <i>MTB</i> On: <u>4/8/15</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.

Contractor Initials
Date 2/17/15

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 AW
Date 2/17/15

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.

EXHIBIT A

SCOPE OF SERVICES

The responsibilities of the contractor are as follows:

1. Produce 30 or 60 second commercial radio advertisements promoting safe driving practices as described in the RFP within thirty (30) days of G&C approval estimated to be May 6, 2015. The Department of Safety (DOS) expects as many media exposures as possible based on this contract. The selected vendor will define that in advance of final broadcast schedule to DOS. The advertisements will be produced in cooperation with and approved by the DOS personnel to target a specific age group of 20 to 55 years old; however, such advertisements will apply to all drivers.
2. Develop a broadcast schedule to effectively reach the target audience. Such broadcasts will air within forty five (45) days of G&C approval, estimated to be June 19, through September 18, 2015 and is subject to schedule approval by DOS.
3. Provide certified demographic information to DOS personnel prior to commencement of broadcasting.
4. Provide monthly performance reports to the Department of Safety inclusive of which station(s) broadcast the announcements, the time and day of the week they were broadcast, dollar value and total number of broadcasts aired.
5. The contractor will develop a post-campaign assessment in concert with DOS to include but not limited to market saturation, demographics and estimated audience impressions. Post-campaign evaluation will require metrics based outcomes. The evaluation method will be approved by DOS personnel prior to broadcasting advertisements.
6. Production costs and airtime will not exceed \$45,000.00 for the established requirements of this RFP.

Contractor Initials
Date 2/17/15

EXHIBIT B

TERMS OF PAYMENT

The appropriate account number is as follows: The attached P-37 Section 1.6 has been completed.

<u>FY2015</u>		<u>FY2016</u>	
02-23-23-234010-31160000	Dept. of Safety	Division of State Police	High Priority Grant
103-500735	\$22,500.00	\$22,500.00	Advertising and Publication
2314HP			

Payment for contracted services for radio airtime and production costs will be made upon receipt of itemized invoices as follows:

Payment #1- Invoice due June 5, 2015 \$22,500.00 production and initial airtime costs
(or upon G&C approval)

Payment #2- Upon completion of aired broadcasts and Department of Safety's receipt of final performance and evaluation report as stated in the Scope of Services not to exceed October 30, 2015.
\$22,500.00 airtime costs

The Department of Safety reserves the right to reject any costs not approved within this contract or not eligible under the Federal Motor Carrier Safety Administration Grant Program.

Invoices shall be submitted to:

Terri Hartley, Program Specialist III
NH Department of Safety
Grants Management Unit
33 Hazen Drive
Concord, NH 03305

Contractor Initials
Date 2/17/15

EXHIBIT C

SPECIAL PROVISIONS

There are no modifications, additions and/or deletions to Form P-37 or State Insurance requirements.

It is agreed that the Contractor will meet as needed with DOS project personnel to ensure proper implementation of the terms of this contract.

Contractor Initials *gw*
Date 2/17/15

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 NEW HAMPSHIRE ASSOCIATION OF BROADCASTERS, INC. is a New Hampshire nonprofit corporation formed November 30, 1954. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and 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 10th day of February A.D. 2015

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

William M. Gardner
Secretary of State



NEW HAMPSHIRE ASSOCIATION OF BROADCASTERS

707 Chestnut Street, Manchester, NH 03104
603 627-9600 ■ FAX 603 627-9603 ■ www.nhab.org

February 11, 2015

The Board of Directors of the New Hampshire Association of Broadcasters voted unanimously on February 11, 2015 to authorize Jordan Walton, Executive Director, to enter into contracts with various New Hampshire State Agencies, including the New Hampshire Department of Safety. This authority is valid until February 10, 2016. The purpose of these contracts would be for the Association to provide Radio and/or TV NCSA announcements to said agency.

This authority continues in effect until the contract with the New Hampshire Department of Safety is fully executed.

The New Hampshire Association of Broadcasters is a New Hampshire not for profit 501(c)(6) corporation, having its principal place of business at 707 Chestnut St., Manchester, NH 03104.

The Officers of the New Hampshire Association of Broadcasters are as follows:

Chair	Gerry McGavick, WBIN-TV, 11 A Street, Derry, NH 03038
Exec Dir.	Jordan Walton, NHAB, 707 Chestnut St., Manchester, NH 03104
Vice Chair	Mark Ericson, Townsquare Media, PO Box 576, Dover, NH 03821
Treasurer	Lucy Gappens, iHeart Media, 195 McGregor St. Suite 810 03102

Gerry McGavick
Chairman

State of New Hampshire
Hillsborough County

The following was acknowledged by me on this February 11, 2015



New Hampshire Department of Safety

Comprehensive General Liability Insurance Acknowledgement Form

The New Hampshire Office of Attorney General requires that Request for Proposals (RFP) and Request for Applications (RFA) packages inform all bidders of the State of New Hampshire's general liability insurance requirements. The limits of liability required are dependent upon your corporation's legal formation, and the annual total amount of contract work with the State of New Hampshire.

Please select only ONE of the three checkboxes below that best describes your corporation's legal formation and annual total amount of contract work with the State of New Hampshire:

- 1) The contractor certifies that it IS a 501(c)(3) contractor whose annual total amount of contract work with the State of New Hampshire does not exceed \$500,000.
- 2) The contractor certifies that it IS a 501(c)(3) contractor whose annual total amount of contract work with the State of New Hampshire equals or exceeds \$500,000.
- 3) The contractor certifies that it is NOT a 501(c)(3) contractor.

INSURANCE REQUIREMENTS for selection #1 – Per RSA 21-I: 13, XIV. The general liability insurance provision for standard state contracts requires any contractor who qualifies for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000 to have:

- Comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

INSURANCE REQUIREMENTS for selection #2 or #3 – Per Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond: 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, both for the benefits of the State, the following insurance:

- 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 incident or occurrence. *(The State of New Hampshire MAY modify these amounts if the State determines contract activities are of low liability risk.)*

Please indicate your current comprehensive general liability coverage limits below, sign, date and return with your application package.

\$2,000,000 Per Claim \$2,000,000 Per Incident/Occurrence \$4,000,000 General Aggregate

Jordan Walte, Executive Director
Signature & Title

2/17/15
Date

This acknowledgement must be returned with your application.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/6/2015

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Karen Shaughnessy PHONE (A/C, No, Ext): (603) 669-3218 E-MAIL ADDRESS: kshaughnessy@crossagency.com	FAX (A/C, No): (603) 645-4331
	INSURER(S) AFFORDING COVERAGE	
	INSURER A MMG Ins Co	NAIC # 15997
INSURED NH ASSOCIATION OF BROADCASTERS 707 CHESTNUT ST MANCHESTER NH 03104-3010	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL1531032346 **REVISION NUMBER:**

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			BP12048386	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

NH Department of Safety 33 Hazen Drive Concord, NH 03305	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Karen Shaughnessy/KS5 <i>Karen Shaughnessy</i>
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NEW HAMPSHIRE ASSOCIATION OF BROADCASTERS

707 Chestnut Street, Manchester, NH 03104
603 627-9600 ■ FAX 603 627-9603 ■ www.nhab.org

February 17, 2015

RE: Workers' Compensation for Department of Safety RFP 2015-03 "Radio Commercials to Promote Safe Driving Around Trucks"

Page 12, section 7. Workers' Compensation Coverage.

Worker's Compensation Coverage: Contractors must demonstrate compliance with or exception from compliance.

New Hampshire Workers' Compensation Coverage is not applicable to the New Hampshire Association of Broadcasters as we do not have any employees. I, as the Executive Director, am employed by M5 Marketing Communication of Manchester, New Hampshire, who is contracted biannually as an Association Management firm.

All of my compensation comes directly from M5 and not from NHAB.

Sincerely,

A handwritten signature in black ink that reads "Jordan Walton". The signature is written in a cursive style with a large, looping initial "J".

Jordan Walton
Executive Director
New Hampshire Association of Broadcasters