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State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

ROBERT L. QUINN
COMMISSIONER OF
SAFETY

March 26, 2021

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

Requested Action

Authorize the Department of Safety, NH Office of Highway Safety (OHS) to enter into the second year of a two-year contract with IHEART Media + Entertainment, Inc., (VC# 174906-R002, 20880 Stone Oak Parkway, San Antonio, TX 78258) for radio advertisements on highway traffic safety for an amount of $101,000. Effective upon Governor and Council approval through September 30, 2021. Funding Source: 100% Federal Funds.

Funds are available in the SFY 2021 operating budget and contingent upon availability and continued appropriations in SFY 2022 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

	SFY 2021	SFY 2022
02-23-23-231010-75410000 Dept. of Safety – Office of Commissioner – NHTSA Grants 102 500731 Contracts for Program Services	$28,000.00	$28,000.00
02-23-23-231010-75430000 Dept. of Safety – Office of Commissioner – 410 Alcohol 102 500731 Contracts for Program Services	15,000.00	15,000.00
02-23-23-231010-75440000 Dept. of Safety – Office of Commissioner – 405f Motorcycle 102 500731	5,500.00	9,500.00
	$48,500.00	$52,500.00
	Total	$101,000.00

Explanation

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

A Request for Proposals (RFP) for a two-year contract 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 Media + Entertainment being the lowest bidder. The first year of the contract was approved by G&C last year. This item requests authorization to enter into the second year of the contract.

Respectfully submitted,

Robert L. Quinn
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 NH Office of Highway Safety		1.2 State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3 Contractor Name IHEART Media + Entertainment, Inc.		1.4 Contractor Address 20880 Stone Oak Parkway, San Antonio, TX 78258	
1.5 Contractor Phone Number 727-310-2567	1.6 Account Number See Exhibit B	1.7 Completion Date 09-30-2021	1.8 Price Limitation Set $101,000.00
1.9 Contracting Officer for State Agency John Clegg Program Manager		1.10 State Agency Telephone Number 603-271-2893	
1.11 Contractor Signature Date: 3/15/21		1.12 Name and Title of Contractor Signatory Zachary Field, SVPS	
1.13 State Agency Signature Date: 3/26/21		1.14 Name and Title of State Agency Signatory Steven R. Lavoie, Director of Administration	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: A. K. On: 4/7/21			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials ZAF
Date 3/15/21

2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 80:7c 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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

Contractor Initials AP
Date 3/15/21

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

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

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property

Contractor Initials ZHP
Date 3/15/21

damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials ZAF
Date 3/15/14

EXHIBIT A

Special Provisions

Due to the lower risk work scope of this contract, both parties agree to accept the $1,000,000.00 general aggregate in general liability insurance currently carried by the vendor.

CERTIFICATION REGARDING FEDERAL LOBBYING
(Applies to subrecipients 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:

1. 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.
2. 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;
3. 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, sub grants, 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.

§200.318 General procurement standards.

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal

ZAF
3/15/21

entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These

ZAF
3/15/21

issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 43309, July 22, 2015]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(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 subrecipient 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

ZAF
3/15/21

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 subrecipient 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 subrecipient 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 subgrants 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 governmentwide 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]

ZAF
3/15/21

EXHIBIT B

Scope of Services

Employment of Contractor; Services to be Performed

This contract is effective upon Governor and Council approval through September 30, 2021. The total cost of this contract shall not exceed $101,000.00.

The Department of Safety, Office of Highway Safety (OHS) reserves the right to reject any creative not approved within this contract or not eligible under the National Highway Traffic Safety Administration Grant Program. The Contractor will incur any costs associated with developing additional materials, props, equipment, etc.

The responsibilities of the contractor are as follows:

a) To broadcast no less than 205 radio spots per week for 16 weeks for a total of no less than 4,342,400 gross impressions. These scheduled spots shall air on the Total Traffic & Weather Network on 18 stations throughout NH.

b) To broadcast network mentions Monday – Friday 5 a.m. to 8 p.m. in the Manchester/Portsmouth markets and the Concord/Hanover/Lebanon markets.

c) To target specific demographics across all stations 18+ and to include across all formats – News/Talk, Rock, Country, Adult Contemporary, Classic Hits, HOT Adult Contemporary.

d) To broadcast no less than 1,148,908 gross impressions through iHEART Media + Entertainment, Inc. SLATE pre-roll video and streaming on iHEARTRadio.

e) To broadcast digital streaming ads to coincide with the following high-visibility enforcement campaigns: U Drive. U Text. U Pay.,(April) Click It or Ticket (May) and Drive Sober or Get Pulled Over (August – September).

f) To integrate elements to include booth presence at the following events:

   a. Taco Tour – includes booth and radio mentions
   b. Memorial Day Block Party Weekend on air and radio mentions
   c. July 4th Block Party Weekend on air and radio mentions
   d. Labor Day Block Party Weekend on air and radio mentions
   e. ROCK 101 @ NH Fisher Cats includes booth and radio mentions

g) To administer all materials needed for air play of advertisements to each pre-selected stations as named in Exhibit D – Radio Stations for Total Traffic & Weather Network.

h) To advise and assist the OHS in bringing radio files provided for airplay into compliance according to industry standards.

ZAF
3/15/21

i) To provide with proof of performance and the following itemized information about each campaign: total number run, dollar value, date and time of airing and campaign topic. (i.e., distracted driving, teen driving, etc.)

j) To ensure the spots run within the approved flight date within the correct HVE or social norming campaign.

k) The contractor will be responsible for the payment of any subcontractors.

ZAF
3/15/21

EXHIBIT C

Terms of Payment

The appropriate account number for the P-37 form, section 1.6 is as follows:

Office of Highway Safety

Payment for contracted services for advertisement will be made within (30) days upon the State's timely receipt, acceptance and approval of each itemized invoice as follows:

Payment – upon completion of aired advertisements and Department of Safety, Office of Highway Safety's receipt of final performance and evaluation report as stated in the Scope of Services for an amount up to $101,000.00.

Invoice(s) shall be submitted to:

Linda Epstein, Accountant
New Hampshire Department of Safety
Office of Highway Safety, Room 208
33 Hazen Drive Concord, NH 03305
Linda.M.Epstein@dos.nh.gov

Funding is available in SFY21 and SFY22 budget as follows:

02-23-23-231010-75410000 Dept. of Safety – Office of Commissioner – NHTSA Grants 102 500731 Contracts for Program Services:

Distracted Driving: $25,000.00
Occupant Protection: $13,000.00
Police Traffic Services: $12,000.00
Bicycle/Pedestrian Safety: $6,000.00

02-23-23-231010-75430000 Dept. of Safety – Office of Commissioner – 410/Alcohol 102 500731 Contracts for Program Services:

Alcohol: $30,000.00

02-23-23-231010-75440000 Dept. of Safety –Office of Commissioner – 405f/Motorcycle 102 500731 Contracts for Program Services:

Motorcycle: $15,000.00

ZAF
3/15/21

Awarding Agency: Office of Highway Safety (OHS)
Federal Awarding Agency: National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA Region 1 55 Broadway, RTV-8E Cambridge, MA 02142
FAIN Number: 69A37520300004020NH0/69A37521300004020NH0
Project Title & Number: IHEART MEDIA + ENTERTAINMENT, INC. 21-272
Funding Source; PSP & Task #: 21-04-03
Duns #: 829257588
Award Title: Fast Act NHTSA 402 Distracted Driving
Catalog of Federal Domestic Assistance (CFDA) Number: 20.600
Is This a Research and Development Project (Yes or No): No
In Kind Match: $6,250.00 In Kind Match to support this project shall be met using advertising or related work.

Awarding Agency: Office of Highway Safety (OHS)
Federal Awarding Agency: National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA Region 1 55 Broadway, RTV-8E Cambridge, MA 02142
FAIN Number: 69A37520300004020NH0/69A37521300004020NH0
Project Title & Number: IHEART MEDIA + ENTERTAINMENT, INC. 21-272
Funding Source; PSP & Task #: 21-01-03
Duns #: 829257588
Award Title: Fast Act NHTSA 402 Occupant Protection
Catalog of Federal Domestic Assistance (CFDA) Number: 20.616
Is This a Research and Development Project (Yes or No): No
In Kind Match: $3,250.00 In Kind Match to support this project shall be met using advertising or related work.

Awarding Agency: Office of Highway Safety (OHS)
Federal Awarding Agency: National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA Region 1 55 Broadway, RTV-8E Cambridge, MA 02142
FAIN Number: 69A3751830000405hNH0
Project Title & Number: IHEART MEDIA + ENTERTAINMENT, INC. 21-272
Funding Source; PSP & Task #: 21-06-03
Duns #: 829257588
Award Title: Bicycle and Pedestrian Safety
Catalog of Federal Domestic Assistance (CFDA) Number: 20.616
Is This a Research and Development Project (Yes or No): No
In Kind Match: $1,500.00 In Kind Match to support this project shall be met using advertising or related work.

ZAF
3/15/21

Awarding Agency: Office of Highway Safety (OHS)
Federal Awarding Agency: National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA Region 1 55 Broadway, RTV-8E Cambridge, MA 02142
FAIN Number: 69A3751930000405dNHL/69A3752030000405dNHL/69A3752130000405dNHL
Project Title & Number: IHEART MEDIA + ENTERTAINMENT, INC. 21-272
Funding Source; PSP & Task #: 21-07-03
Duns #: 829257588
Award Title: NHTSA Section 405d ALCOHOL
Catalog of Federal Domestic Assistance (CFDA) Number: 20.616
Is This a Research and Development Project (Yes or No): No
In Kind Match: $7,500.00 In Kind Match to support this project shall be met using advertising or related work.

Awarding Agency: Office of Highway Safety (OHS)
Federal Awarding Agency: National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA Region 1 55 Broadway, RTV-8E Cambridge, MA 02142
FAIN Number: 69A3751830000405fNH0/69A3751930000405fNH1/69A3752030000405fNH0/69A3752130000405fNH0
Project Title & Number: IHEART MEDIA + ENTERTAINMENT, INC. 21-272
Funding Source; PSP & Task #: 21-05-03
Duns #: 829257588
Award Title: NHTSA Section 405f Motorcycle
Catalog of Federal Domestic Assistance (CFDA) Number: 20.616
Is This a Research and Development Project (Yes or No): No
In Kind Match: $3,750.00 In Kind Match to support this project shall be met using advertising or related work.

Awarding Agency: Office of Highway Safety (OHS)
Federal Awarding Agency: National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA Region 1 55 Broadway, RTV-8E Cambridge, MA 02142
FAIN Number: 69A3751830000405fNH0/69A3751930000405fNH1/69A3752030000405fNH0/69A3752130000405fNH0
Project Title & Number: IHEART MEDIA + ENTERTAINMENT, INC. 21-272
Funding Source; PSP & Task #: 21-02-03
Duns #: 829257588
Award Title: NHTSA Section 402 Police Traffic Services
Catalog of Federal Domestic Assistance (CFDA) Number: 20.616
Is This a Research and Development Project (Yes or No): No
In Kind Match: $3,000.00 In Kind Match to support this project shall be met using advertising or related work.

ZAF
3/15/21

iHeartMEDIA

70 Foundry Rd
Manchester, NH 03101

o 603.518.1918
m 603.234.4374

www.iHeartMedia.com
www.iHeartRadio.com

OFFICER'S CERTIFICATE

I, Joseph Graham, being the President of iHeartMedia New Hampshire hereby certify that Zachary Field, Senior Vice President of Sales, has authority to execute state and state organization contracts on behalf of the Company until December 31, 2021.

IN WITNESS WHEREOF, I have duly executed this Certificate as of the 8th day of March, 2021.

iHeartMedia New Hampshire

By: _____

Joseph Graham
President

State of New Hampshire,
County of Hillsborough

Notary Public: _____

MARGARET M. JOYCE, Notary Public
State of New Hampshire
My Commission Expires August 24, 2021

JoeGraham@iHeartmedia.com

THE MORNING buzz 100.3 WHEB ROCK 101 107.9 953 NEWS RADIO 96.7 WGIR AM 610 WMYF FOX AM820

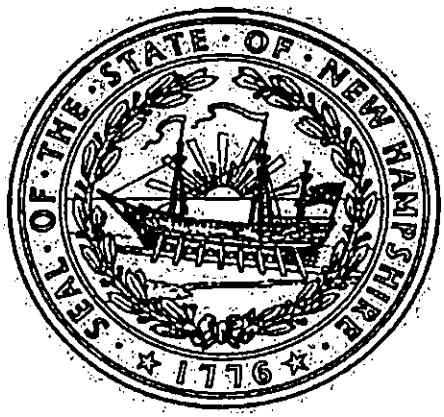
State of New Hampshire
Department of State

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: **0005284523**



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 March A.D. 2021.

William M. Gardner
Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/30/2021

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).

PRODUCER
Marsh USA, Inc.
4400 Comerica Bank Tower
1717 Main Street
Dallas, TX 75201-7357

CN103696528-GAW1m-GAW-21-22

CONTACT NAME: Cathy Crown
PHONE (A/C, No, Ext): 210-691-4173 FAX (A/C, No):
E-MAIL ADDRESS: cathy.crown@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins Co Pittsburgh PA	19445
INSURER B : AIU Insurance Company	19399
INSURER C : New Hampshire Insurance Company	23841
INSURER D : N/A	N/A
INSURER E : The Insurance Company of The State of Pennsylvania	19429
INSURER F :	

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

COVERAGES **CERTIFICATE NUMBER:** HOU-003621662-06 **REVISION NUMBER:** 4

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GL6547106	03/31/2021	03/31/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ EXCLUDED
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 1,000,000
	POLICY [ ] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			CA7030905 (MA)	03/31/2021	03/31/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
E	X ANY AUTO			CA7030906 (VA)	03/31/2021	03/31/2022	BODILY INJURY (Per person)	$
A	X OWNED AUTOS ONLY / [ ] SCHEDULED AUTOS			CA7030907	03/31/2021	03/31/2022	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			"AOS except ID, ME, MT, SD, VT, WY."			PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC016393122 (AOS)	03/31/2021	03/31/2022	X PER STATUTE / [ ] OTH-ER	
C	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N / A		WC016393125 (MA, ND, OH, WA, WI)	03/31/2021	03/31/2022	E.L. EACH ACCIDENT	$ 1,000,000
B				WC016393123 (FL)	03/31/2021	03/31/2022	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below			WC016933124 (CA)	03/31/2021	03/31/2022	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

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The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: CN103696528
LOC #: Dallas

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh USA, Inc.	iHeartMedia, Inc., iHeartCommunications, Inc., iHeartMedia + Entertainment, Inc. & their subsidiaries 20880 Stone Oak Parkway San Antonio, TX 78258
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers' Compensation Continued
Carrier: American Home Assurance Company
Policy Number: WC023096145 (CA)
Effective Date: 03/31/20
Expiration Date: 03/31/21

Carrier: New Hampshire Insurance Company
Policy Number: WC023096148 (ME)
Effective Date: 03/31/20
Expiration Date: 03/31/21

Carrier: New Hampshire Insurance Company
Policy Number: WC023096147 (AK, AZ, IL, KY, NC, NH, NJ, PA, UT, VA, VT)
Effective Date: 03/31/20
Expiration Date: 03/31/21

Workers Compensation is evidenced for employees of the Named Insured Only.

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157 mlc

State of New Hampshire

'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.

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

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)

WENDY L. SZANIAWSKI
STATE OF NEW HAMPSHIRE
- MY -
COMMISSION EXPIRES JUNE 6, 2023
NOTARY PUBLIC

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___

iHeart MEDIA

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 27th day of February 2020.

IHEARTMEDIA + ENTERTAINMENT, INC.

By: _____
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.

_____
Notary Public

JORDAN R FASBENDER
NOTARY PUBLIC
NO. 02FA6292409
QUALIFIED IN
NEW YORK COUNTY
COMM. EXP.
11-04-2021
STATE OF NEW YORK

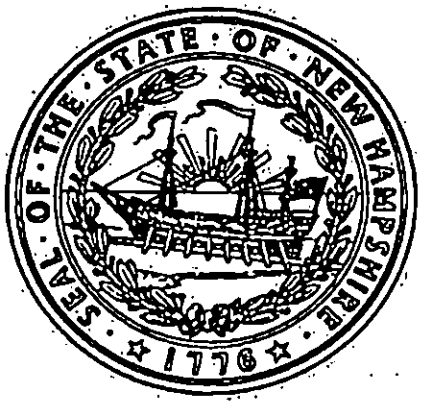
State of New Hampshire
Department of State

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.

William M. Gardner
Secretary of State

ACORD

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).

PRODUCER
Marsh USA, Inc.
4400 Comerica Bank Tower
1717 Main Street
Dallas, TX 75201-7357

CN103696528-GAW1m-GAW-20-21

CONTACT NAME: Cathy Crown
PHONE (A/C, No, Ext): 210-691-4173 FAX (A/C, No):
E-MAIL ADDRESS: cathy.crown@marsh.com

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 :	

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

CERTIFICATE NUMBER: HOU-003621552-02 REVISION NUMBER: 2

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GL1728877	03/31/2020	03/31/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ EXCLUDED
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 1,000,000
	POLICY [ ] PROJECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			CA6531264 (MA)	03/31/2020	03/31/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
E	X ANY AUTO			CA6531265 (VA)	03/31/2020	03/31/2021	BODILY INJURY (Per person)	$
A	X OWNED AUTOS ONLY / [ ] SCHEDULED AUTOS			CA6531268	03/31/2020	03/31/2021	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			"AOS except ID, ME, MT, SD, VT, WY."			PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC023096143	03/31/2020	03/31/2021	X PER STATUTE [ ] OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH)	N/A		WC023096148 (MA, MO, 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			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.

Maneshi Mukherjee

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CO-OHS-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

GC #45
10-02-2019

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

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.

	SFY2020	SFY2021
02-23-23-231010-75430000 Dept. of Safety – Office of Commissioner – 410 Alcohol-Impaired DR		
072-500731 Contracts for Program Services	$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	35,000.19	11,666.81
	$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,

for 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
Total Points Awarded	100	81.03	60.2	54.1

Definitions and Scoring Criteria

Soundness & Innovativeness of Approach: 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.
Implementation: The organization can provide the deliverables as described in the RFP.
Cost: 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.
Samples of Creative Work: The organization has provided their best work as samples to review.
Personnel and Research Organization Qualifications: The organization has qualified people who can carry out the objective of the media campaign in a creative and efficient way.

Scoring Committee

Michael Todd, Department of Safety, Strategic Communications Administrator	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.
John Clegg, Office of Highway Safety, Program Manager	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.
Jennifer Tramp, Office of Highway Safety, Public Information Officer	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.

FORM NUMBER P-37 (version 5/8/15)

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 NH Office of Highway Safety		1.2 State Agency Address 33 Hazen Drive Room 208 Concord, NH 03305	
1.3 Contractor Name iHeart Media and Entertainment, Inc.		1.4 Contractor Address 20880 Stone Oak Parkway, San Antonio, TX 78258	
1.5 Contractor Phone Number 727-310-2567	1.6 Account Number See Exhibit B	1.7 Completion Date 09/30/20	1.8 Price Limitation $70,000
1.9 Contracting Officer for State Agency Jennifer Tramp		1.10 State Agency Telephone Number 603-271-2021	
1.11 Contractor Signature Lucy Lange		1.12 Name and Title of Contractor Signatory Lucy Lange, SVPS iHeartMEDIA	

1.13 Acknowledgement: State of NH, County of Hillsborough

On 8/9/19, 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] Anne Everitt

1.13.2 Name and Title of Notary or Justice of the Peace

Anne Everitt, Notary Public

ANNE EVERITT
STATE OF
MY COMMISSION EXPIRES JUNE 24, 2020
NEW HAMPSHIRE
NOTARY PUBLIC

1.14 State Agency Signature Date: 9/3/19	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: 9/11/19

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

Contractor Initials LCL
Date 8-17-19

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 LCC
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
TOTAL	2141		$39,999	205

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
4,342,400	685	450,033	42.5%	16	1,345,700

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:
   - Taco Tour – includes booth and radio mentions
   - Memorial Day Block Party Weekend on-air and mentions
   - July 4th weekend Block Party on-air and mentions
   - Labor Day Block Party on-air and mentions
   - Rock 101 @ NH Fisher Cats

LCC
8-7-19

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

LCL
8/30/19

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.

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8/30/19

EXHIBIT C

SPECIAL PROVISIONS CONTINUED

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

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

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

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