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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 22, 2021

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

Requested Action

Authorize the Department of Safety, Office of Highway Safety, to enter into a sole source Contract with NH Triple Play, LLC, dba NH Fisher Cats (VC# 168155-B001) in the amount of $110,000.00 to coordinate traffic safety campaigns during the 2021 sports season. 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 state fiscal years through the Budget Office if needed and justified.

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

SFY2021	SFY2022	Total
$55,000.00	$55,000.00	$110,000.00

Explanation

This contract is sole source because NH Triple Play, LLC dba NH Fisher Cats is the State's only minor league baseball team and is exclusively responsible for managing, developing, and conducting all public relations activities related to their operation. This contract will provide for the coordination of advertisement campaigns aimed at informing the public of the dangers of driving impaired and the importance of seat belt use during the 2021 baseball season. The contractor's venue offers many options to deliver these messages such as radio public service announcements (PSAs), video board PSAs, and in-game promotions like trivia, on-field promotions that encourage fan participation, signage in several areas, sponsorships, game day programs, and coupon booklets. Of note, historically, the counties with the most recorded traffic-related fatalities include Hillsborough, Merrimack, and Rockingham which also coincides with the top counties with the most ticket purchases - 43% of tickets purchased are from residents in Hillsborough County, with 20% being from Merrimack and 13% from Rockingham County.

In 2020, NH ended the year with 97 traffic-related crashes with 103 resulting fatalities, with 32 of these crashes involving either speeding and/or distraction. So far in 2021, eight of all traffic-related fatalities have been indicated as unbelted. In 2019, there were 35 unbelted fatalities. This contract with the New Hampshire Fisher Cats allows the Office of Highway Safety to target the following demographics most often at risk: young males ages 19 and 25, adults ages 36-55, and teens 18 and under. Traffic safety messages will complement the NHTSA required high-visibility enforcement mobilization campaigns centered around U Drive – U Text – U Pay, Click It or Ticket (Join the NH Clique in NH), and social norming campaign focused on speeding.

This contract will promote the campaigns by providing signage in the outfield, in-stadium promotions, game night sponsorship for seat belt safety, presenting sponsorships for speeding and distracted driving on the Fisher Cats Radio Network, social media promotions, quarter-page logo placement with educational messaging on all pocket schedules to be distributed throughout NH

and Northern Massachusetts, and 30-second video board commercials to be played at all Fisher Cats home games along with on-field promotions.

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

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 NH Triple Play, LLC dba New Hampshire Fisher Cats		1.4 Contractor Address One Line Drive Manchester, NH 03101	
1.5 Contractor Phone Number 603-606-4187	1.6 Account Number See Exhibit C	1.7 Completion Date 09-30-2021	1.8 Price Limitation Set $110,000.00
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: 2/26/21		1.12 Name and Title of Contractor Signatory MICHAEL RAMSHAW, TEAM PRESIDENT	
1.13 State Agency Signature Date: 3/22/21		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:		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
Date 2/26/21

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 80:7-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 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 any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials (W)
Date 2/26

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 91-A 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 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 Initials

Date 2/2

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 ____
Date 2/26

EXHIBIT A

Special Provisions

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 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 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 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]

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 $110,000.00.

The NH 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 general responsibilities of the contractor are as follows:

a) To administer all materials needed for air play of advertisements as referenced below, including printed materials.
b) 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. (ie: distracted driving, speeding, etc.)
c) To ensure the ads run within the approved flight date within the correct HVE or social norming campaign.

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

The responsibilities of the contractor for each campaign are as follows:

Seatbelt Safety

a) 8'x 24' static mesh banner in Right Field.
b) 8'x 30' concourse tri-vision located in the façade of the Brewhouse (rotates 24-hours a day/365 days a year and stays lit until 2 A.M.
c) Pre and post-game :15-second video board commercial.
d) In-game, on-field (as permitted) and video board promotions and public address announcement during the national mobilization centering around seatbelt safety.
e) 2021 Fisher Cats Game Day Program to include logo and safety message.
f) Logo on the cover of the Coupon Booklet to include safety message.
g) 30-second radio commercial on the Fisher Cats Radio Network.
h) Sponsorship Night featuring occupant protection messaging and activities.

Distracted Driving

a) Half-Season, In-game promotion (rotation of trivia, video board PSA/Commercials).
b) Presenting Sponsorship of the Fisher Cats Pre-game broadcast which includes 30-second radio commercial during the broadcast.
c) Social Media – receive one post per month on the Fisher Cats Social Media (6-months) to include statistics, commercials or vignettes that the Fisher Cats will work with NH OHS for content to create.

d) Logo Placement on all Pocket Schedules distributed throughout the state.

Speeding

a) Half-Season, In-game Promotion (to be on the other half of the Distracted Driving Campaign) to include a rotation of games, tied to speeding and help bring awareness to "Slow Down"
b) Presenting Sponsorship of the Fisher Cats Stolen Bases where at every game, NH OHS will receive a pre-game PA read with logo on Video Board and 140' LED to remind people to slow down and save lives:

   - After every stolen base during the game, NH OHS will receive a 140' LED and co-branded logo on the video board to further bring awareness
   - This promotion will also be done during the Radio Broadcast on the Fisher Cats Radio Network.

c) 30-second video board commercial that can be either provided by NH OHS or mutually produced using Fisher Cats Pitcher and Local Law Enforcement. I.e. - video of pitcher throwing a fastball from the catchers perspective and then you hear sirens, next the police officer comes onto the screen and uses the tag line "Speed is great for Strikeouts, but not in traffic...slow down, save lives."
d) Logo included in the Fisher Cats Exit Banner that fans see as they exit Delta Dental Stadium, reminding them to drive slow and arrive home safely.

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 $110,000.00.

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: $60,000.00
Police Traffic Services (Speeding): $25,000.00

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: NH Fisher Cats 21-271
Funding Source; PSP & Task #: 21-04-03
Duns #: 841240323
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: $6250.00 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: 69A3752030000405bNHL/69A3752130000405bNHL
Project Title & Number: NH Fisher Cats 21-271
Funding Source; PSP & Task #: 21-01-03
Duns #: 841240323
Award Title: Fast Act NHTSA 405b 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: $15,000.00 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: NH Fisher Cats 21-271
Funding Source; PSP & Task #: 21-02-03
Duns #: 841240323
Award Title: Fast Act NHTSA Section 402 Police Traffic Services
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.

MLB BOILERPLATE SUBSERVIENCE LANGUAGE

Notwithstanding any other provision of this Agreement:

A. This Agreement and the rights, exclusivities and protections granted by the Fisher Cats to the NH Office of Highway Safety hereunder shall, at the request of MLB Professional Development Leagues, LLC ("MLB PDL"), be subject to its review and written approval, and shall in all respects be subordinate to, and shall not prevent the issuance, entering into, or amendment of, any of the following, each as may be issued, entered into or amended from time to time: (i) any present or future agreements or arrangements entered into by, or on behalf of MLB PDL and/or any of its respective present or future affiliates, assigns or successors (collectively, the "PDL Entities") that are specifically related to or generally applicable to the player development league system including the PDL Clubs, including, without limitation, the player development license agreement entered into between the Fisher Cats and MLB PDL; and (ii) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or on behalf of, MLB PDL, any other PDL Entity and/or the Commissioner of Baseball that are specifically related to or generally applicable to the player development league system or one or more of the PDL Clubs (collectively, the "PDL Documents"). The issuance, entering into, amendment, or implementation of any of the PDL Documents shall be at no cost or liability to any PDL Entity or to any individual or entity related thereto.

B. The territory within which the NH Office of Highway Safety is granted rights hereunder is limited to the Marketing Territory of the Fisher Cats, as established and amended from time to time pursuant to the PDL Documents. Nothing herein shall be construed as conferring on the NH Office of Highway Safety any rights whatsoever in areas outside of the Marketing Territory of the Fisher Cats.

C. No rights, exclusivities or obligations involving Interactive Media are conferred by this Agreement, except as specifically approved in writing by the applicable PDL Entity. For purposes of this provision, "Interactive Media" shall mean (i) the Internet or any other on-line system or computer network; (ii) any interactive wireless service, including, without limitation, any interactive microwave or cellular service; (iii) any interactive satellite service; (iv) any interactive broadcast television, broadcast radio or cable television service; and (v) any other medium of interactive communication now known or hereafter devised.

D. In addition to any other rights or remedies to which the Fisher Cats may be entitled at law or in equity, the Fisher Cats shall have the independent right, at no cost or liability to it or any other PDL Club, Major League Baseball Club or any PDL Entity, to terminate this Agreement at any time should the NH Office of Highway Safety breach these obligations under Paragraph 1, 2 or 3 above. This right to terminate shall be exercisable by the Fisher Cats delivering written notice to the NH Office of Highway Safety within 30 days after the Fisher Cats obtain actual knowledge that such breach has occurred. The effective date of such termination shall be no more than 30 days after the date such written notice is given, as specified by the Fisher Cats in such notice.

2021 FISHER CATS SCHEDULE

Fisher Cats — AUTOFAIR

DOUBLE-A AFFILIATE OF THE TORONTO BLUE JAYS

MAY 2021

SUN	MON	TUES	WED	THURS	FRI	SAT
						1
2	3	4 POR	5 POR	6 POR	7 POR	8 POR
9 POR	10 OFF	11 SOM	12 SOM	13 SOM	14 SOM	15 SOM
16 SOM	17 OFF	18 POR	19 POR	20 POR	21 POR	22 POR
23 POR	24 OFF	25 SOM	26 SOM	27 SOM	28 SOM	29 SOM
30 SOM	31 OFF					

JUNE 2021

SUN	MON	TUES	WED	THURS	FRI	SAT
		1 BNG	2 BNG	3 BNG	4 BNG	5 BNG
6 BNG	7 OFF	8 POR	9 POR	10 POR	11 POR	12 POR
13 POR	14 OFF	15 HFD	16 HFD	17 HFD	18 HFD	19 HFD
20 HFD	21 OFF	22 BOW	23 BOW	24 BOW	25 BOW	26 BOW
27 BOW	28 OFF	29 POR	30 POR			

JULY 2021

SUN	MON	TUES	WED	THURS	FRI	SAT
				1 POR	2 POR	3 POR
4 POR	5 OFF	6 BNG	7 BNG	8 BNG	9 BNG	10 BNG
11 BNG	12 OFF	13 HFD	14 HFD	15 HFD	16 HFD	17 HFD
18 HFD	19 OFF	20 REA	21 REA	22 REA	23 REA	24 REA
25 REA	26 OFF	27 POR	28 POR	29 POR	30 POR	31 POR

AUGUST 2021

SUN	MON	TUES	WED	THURS	FRI	SAT
1 POR	2 OFF	3 HFD	4 HFD	5 HFD	6 HFD	7 HFD
8 HFD	9 OFF	10 HBG	11 HBG	12 HBG	13 HBG	14 HBG
15 HBG	16 OFF	17 HFD	18 HFD	19 HFD	20 HFD	21 HFD
22 HFD	23 OFF	24 BNG	25 BNG	26 BNG	27 BNG	28 BNG
29 BNG	30 OFF	31 POR				

SEPTEMBER 2021

SUN	MON	TUES	WED	THURS	FRI	SAT
			1 POR	2 POR	3 POR	4 POR
5 POR	6 OFF	7 REA	8 REA	9 REA	10 REA	11 REA
12 REA	13 OFF	14 HBG	15 HBG	16 HBG	17 HBG	18 HBG
19 HBG	20	21	22	23	24	25

Double-A Northeast League Teams

- C AKR .. Akron RubberDucks (Indians)
- ALT .. Altoona Curve (Pirates)
- BNG .. Binghamton Rumble Ponies (Mets)
- BOW .. Bowie Baysox (Orioles)
- ERI .. Erie SeaWolves (Tigers)
- HBG .. Harrisburg Senators (Nationals)
- HFD .. Hartford Yard Goats (Rockies)
- POR .. Portland Sea Dogs (Red Sox)
- REA .. Reading Fightin Phils (Phillies)
- RIC .. Richmond Flying Squirrels (Giants)
- SOM .. Somerset Patriots (Yankees)

Post-Game Atlas Fireworks

Home Game

Home Day Game

NHIAA Baseball Championships

Away Game

NHFISHERCATS.COM 603.641.2005

VOTED 'BEST SPORTING EVENT TO TAKE CLIENTS TO' 13 YEARS RUNNING

VOTED 'NH'S FAVORITE SPORTING EVENT FOR FAMILIES' EIGHT YEARS RUNNING

VOTED 'BEST NEW HAMPSHIRE SPORTS TEAM' NINE YEARS RUNNING

DELTA DENTAL STADIUM

AA Affiliate of the
Toronto Blue Jays

CERTIFICATE OF AUTHORITY

I, Jeff Tagliaferro, Senior Vice President of Sales for NH Triple Play, LLC (d/b/a New Hampshire Fisher Cats) certify that Michael Ramshaw is President of NH Triple Play LLC (d/b/a New Hampshire Fisher Cats). As President, Mr. Ramshaw is duly authorized to sign contracts on behalf of NH Triple Play, LLC. (d/b/a New Hampshire Fisher Cats) and holds the authority to contractually bind NH Triple Play, LLC. (d/b/a New Hampshire Fisher Cats). Mr. Ramshaw had this authority on the date of February 26, 2021 when he executed the contract by and between the NH Department of Safety, Office of Highway Safety and the New Hampshire Fisher Cats.

Jeff Tagliaferro

STATE OF NEW HAMPSHIRE

COUNTY OF HILLSBOROUGH

On this 26th day of February 2021, the above-named, Jeff Tagliaferro, personally appeared before me and made oath that the foregoing statements are true and correct to the best of his knowledge and belief.

BRIAN P. SHANLEY
JUSTICE OF THE PEACE
MY COMMISSION EXPIRES MAY 2, 2023
NEW HAMPSHIRE

Notary Public/Justice of the Peace

My Commission expires: 5/2/2023

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NH TRIPLE PLAY, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on June 27, 2005. 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: 539555
Certificate Number: 0005252751

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of February A.D. 2021.

William M. Gardner
Secretary of State

BXW

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/05/21

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	K & K Insurance Group, Inc. P.O. Box 2338 Fort Wayne, In 46801	CONTACT NAME: SPORTS	
		PHONE (A/C, No, Ext): 800-441-3994	FAX (A/C, No): 260-459-5120
		E-MAIL ADDRESS: KK.SPORTS@KANDKINSURANCE.COM	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: NATIONAL CASUALTY COMPANY	11991
INSURED	NH TRIPLE PLAY, LLC; D/B/A NH FISHER CATS 1 LINE DRIVE MANCHESTER, NH 03101	INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2025536 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR Owners & Contractors GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PROJECT [ ] LOC OTHER:	N	N	KKO0008781200	12:01AM 4/05/21	12:01AM 4/05/22	EACH OCCURRENCE	1000000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	300000
							MED EXP (Any one person)	1000
							PERSONAL & ADV INJURY	1000000
							GENERAL AGGREGATE	5000000
							PRODUCTS-COMP/OP AGG	2000000
							Part Lgl Liab	1000000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea Accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION			XKO0008781300	12:01AM 4/05/21	12:01AM 4/05/22	EACH OCCURRENCE	7000000
							AGGREGATE	7000000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER-STATUE / OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE – EA EMPLOYEE	
							E.L. DISEASE – POLICY LIMIT	

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

EVIDENCE OF INSURANCE

CERTIFICATE HOLDER

OFFICE OF HIGHWAY SAFETY
33 HAZEN DRIVE
ROOM 109A
CONCORN 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

Scott Rumbold

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/05/2021

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		CONTACT NAME: Lisa Nolan, CPCU	
FIAI/Cross Insurance		PHONE (A/C, No, Ext): (603) 669-3218	FAX (A/C, No): (603) 645-4331
1100 Elm Street		E-MAIL ADDRESS: lnolan@crossagency.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
Manchester	NH 03101	INSURER A: Acadia Ins Co.	31325
INSURED		INSURER B: Liberty Mutual Insurance Co.	
NH TRIPLE PLAY, LLC		INSURER C:	
1 LINE DRIVE		INSURER D:	
		INSURER E:	
MANCHESTER	NH 03101	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 21-22 BA & WC REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
A	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS			CAA0173725-25	04/05/2021	04/05/2022	BODILY INJURY (Per accident)	$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N/A		WC531S603287030 (3a.) NH	04/05/2021	04/05/2022	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
	Arthur Solomon is excluded from workers compensation coverage							

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

Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER	CANCELLATION
Office of Highway Safety 33 Hazen Drive Room 109A Concord NH 03305	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Lisa Nolan

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