



State of New Hampshire

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

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

February 6, 2024

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

REQUESTED ACTION

1. Authorize the Department of Safety (DOS), Office of Highway Safety (OHS) to pay a Sole Source invoice to Courtyard Marriott Scottsdale Old Town (VC #170421) Scottsdale, AZ, 85251, in the amount of \$16,300.00 for 19 standard hotel room reservations for 5 nights and the use of a function room for 1 day. Effective upon Governor and Council approval through April 30, 2024. 100% Federal Funds.
2. Further authorize an advance payment of \$3,230.00 to Courtyard Marriott Scottsdale Old Town in accordance with the terms of the hotel policies effective upon Governor and Council approval. 100% Federal Funds.

The funds are available in the SFY 2024 budget below.

02-23-23-231010-75430000.- DOS - OHS - NHITSA	SFY 2024
080-500713 Hotels (Out of State)	\$16,300.00

EXPLANATION

This item is Sole Source because the location is selected and funded by the National Highway Traffic Safety Administration (NHTSA) and is governed by the International Association of Chiefs of Police (IACP).

These hotel room reservations are for 12 students, 6 instructors, and the NH State Coordinator for the National Drug Evaluation and Classification Program (NDECP), to attend the once-a-year Drug Recognition Expert (DRE) training and Field Certification class. Training includes Standardized Field Sobriety Testing, Advanced Roadside Impaired Driving Enforcement (ARIDE), Drug Recognition Expert (DRE) and DRE Instructor. Live evaluations will also be performed on individuals who are impaired by drugs other than alcohol.

A request was made to the statewide contracted travel vendor to arrange a bulk group booking of hotel rooms. However, they responded that this feature was not available through the statewide contract. It was suggested that the rooms would need to be individually booked. The vendor quoted \$240.00 per room but could not secure the total 19 rooms required. In search of additional quotes, Courtyard Marriott Scottsdale Old Town offered a rate of \$170.00 per room and was able to provide blocked room grouping.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
February 6, 2024
Page 2 of 2

In the event NHTSA 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

DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
CONCORD, NEW HAMPSHIRE 03301-6398

DATE: Feb 8, 2024

TO: CHARLES ARLINGHAUS, COMMISSIONER
 DEPT. OF ADMINISTRATIVE SERVICES

Requester: Carrie Martin	Agency: Department of Safety
Commodity:	Vendor: Corporate Travel Management (CTM Travel)
RFB/RFP/RFQ (if applicable) N/A	Contract: 8003308
Est. Amount: \$16,300.00	

PERMISSION IS HEREBY REQUESTED TO WAIVE THE MANDATORY STATEWIDE CONTRACT USAGE PROVISION OF RSA 21-I:17-C, AND ADMINISTRATIVE RULE 600 FOR THE FOLLOWING REASONS:

The Department of Safety, Office of Highway Safety is formally requesting to purchase off contract for hotel accommodations, due to obtaining lower cost off contract.

This request is for 12 students, 6 instructors and the NH State Coordinator to attend the National Drug Evaluation and Classification Program (NDECP) for yearly Drug Recognition Expert (DRE) training and Field Certification Class.

Statewide travel contract with CTM, contract # 8003308, does not include negotiating special rates for blocks of rooms that require a contract directly with the hotel.

Quotes were requested and received through CTM with a cost of \$240.00 per night although they could not secure all 19 rooms. The Department of Safety sourced direct with the Courtyard Marriott Scottsdale Old Town to provided a quote for a block rooms and received the rate of \$170.00 per night, providing a cost savings of \$1,130.00. The hotel also provided a \$300.00 discount for a function room that is required.

Department of safety is formally requesting to purchase off contract with a total cost savings of \$1,430.00

SUBMITTED FOR ACCEPTANCE BY:

CM
DN: cn=Carrie L. Martin, o=D
 ept. of Administrative Services,
 ou=Division of Procurement & Property,
 email=Carrie.L.Martin@doas.nh.gov,
 cn=Carrie L. Martin,
 c=US

[Signature]
DN: cn=MTS, o=OPSE,
 ou=Dept. Administrative Services,
 email=Matthew.T.Stearns@doas.nh.gov, cn=MTS,
 cn=Matthew T Stearns,
 c=US

PA / ADMIN / DEPUTY DIRECTOR
 BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:

[Signature]
 2/8/24

GARY S. LUNETTA, DIRECTOR
 DIVISION OF PROCUREMENT & SUPPORT SERVICES

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.

[Signature]

CHARLES M. ARLINGHAUS, COMMISSIONER
 DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 2/8/24

COURTYARD[®]

BY MARRIOTT

LETTER OF INTENT

December 28, 2023

David Martinelli
New Hampshire Office of Highway Safety
33 Hazen Drive
Concord, NH 03233
David.w.martinelli@dos.nh.gov

Reference#: M-S0VKI2Q

Dear David,

Thank you for choosing Courtyard Scottsdale Old Town, located at 3311 North Scottsdale Road, Scottsdale, AZ 85251, to host State of New Hampshire Department of Safety. This letter outlines the requirements we discussed for your event. We are committed to meeting your needs, delighting your guests, and providing high quality service and attention to detail during your group's stay.

Rooms Information: The Hotel agrees that it will provide, and State of New Hampshire Office of Highway Safety intends to use, 95 room nights in the pattern set forth below:

Date	Day	Standard	Total Rooms
04/09/2024	Tue	19	19
04/10/2024	Wed	19	19
04/11/2024	Thu	19	19
04/12/2024	Fri	19	19
04/13/2024	Sat	19	19

Start Date	End Date	Room Type	Single	Double
04/09/2024	04/13/2024	Standard	\$170.00	\$170.00

Hotel's room rates are subject to applicable state and local taxes (currently 14.02%) in effect at the time of check-out.

The group room rates listed above are net non-commissionable. State of New Hampshire Office of Highway Safety will be responsible to pay any commissions due to any agency for this event.

Hotel is pleased to offer State of New Hampshire Office of Highway Safety the use of an online group reservations system. A rooming list is to be provided by the meeting planner or its designee, by the Cutoff Date of **Monday, March 11, 2024**, in the Hotel rooming list format for automatic upload into the online group reservations system. The planner will be given access to make, modify or cancel reservations after the first list is uploaded and/or Hotel will publish a website for attendees to access to manage their modifications or changes themselves. Reservations must be made on or before the Cutoff Date of **Monday, March 11, 2024**, in order to be eligible for the group rate. Any reservations made after the Cutoff Date shall be at the Hotel's then current available rate.

Hotel will provide State of New Hampshire Office of Highway Safety with information about how to access its information through the online group reservations system.

Reservations for all guests must be received on or before **Monday, March 11, 2024**, (the "Cutoff Date"). After the Cutoff Date, the hotel will release any unreserved rooms for general sale and, in the hotel's discretion, will accept reservations at State of New Hampshire Department of Safety's group rate, on a space and rate available basis.

If for any reason, you no longer need the block of rooms, please let us know as soon as possible, and we will be happy to cancel the room block, without charge to the group. For individually made reservations, however, the hotel's cancellation policy remains in effect.

State of New Hampshire Office of Highway Safety agrees that neither the Group nor attendees of the Event shall be authorized to resell room reservations made pursuant to this letter.

Government Rates: Hotel reserves the right to charge the prevailing U.S. government prescribed per diem in effect at the time of the meeting for Scottsdale, AZ. In order to receive the government rate, a valid government photo ID is required at the time of check-in.

Billing Arrangements: The following billing arrangements apply to guest rooms: Room and tax charges to Master Account. Individuals are responsible to pay any guest room incidentals. All charges associated with the Function Information Agenda/Event Agenda to be paid by State of New Hampshire Office of Highway Safety.

Advance Payment: An advance payment of \$3,230.00 will be required in order to hold arrangements on a definite basis. This advance payment is due on Tuesday, December 26, 2023, and will be credited toward the Master Account. Full pre-payment of 100% of remaining estimated charges must be received three (3) business days prior to arrival, Thursday, April 4, 2024, and will be applied to Master.

Please be aware that bad actors can impersonate Hotel employees. Group should never rely solely on contact information sent in an email or respond directly to any email requesting a bank account information change. If Group receives a request from Hotel regarding bank account information, Group should contact the Hotel via verified phone number or in person to confirm the request prior to providing such information.

Unless paid in cash, money order, or other guaranteed form of payment, all charges for the Event must be paid by credit card or company check, in which case a credit card authorization is required. State of New Hampshire Office of Highway Safety shall provide hotel with credit card authorization information. A Credit Card Information Request e-mail will be sent to the e-mail address provided by State of New Hampshire Office of Highway Safety. State of New Hampshire Office of Highway Safety agrees that the Hotel may charge to this credit card any payment as required under this Letter of Intent.

Function Information: As we discussed, below outlines the function space needs for your event.

Date	Day	Start Time	End Time	Function Type	Setup	#People	Rental
04/12/2024	Fri	9:00 AM	3:00 PM	Meeting	Schoolroom	20	\$150.00

All meeting room, food and beverage, and related services are subject to applicable taxes (currently 8.05%) and service charge (currently 25%) in effect on the date(s) of the Event. The Hotel reserves the right to adjust function space in direct proportion to any changes in the number of attendees.

State of New Hampshire Office of Highway Safety agrees to pay for any damage to the function space that occurs while State of New Hampshire Office of Highway Safety is using it. State of New Hampshire Office of Highway Safety will not be responsible, however, for ordinary wear and tear or for damage that it can show was caused by persons other than State of New Hampshire Office of Highway Safety and its attendees.

Facility Service Fees: Based on State of New Hampshire Office of Highway Safety's requirements, Hotel's function space fees would be \$450.00. Based upon the Room Night Commitment and the functions identified on the Function Information Agenda/Event Agenda outlined in this Agreement, the Hotel will reduce these fees to \$150.00.

State of New Hampshire Office of Highway Safety shall sign a Banquet Event Order (BEO) reflecting details and attendance for each function during the event. If a BEO is not signed for a particular function within 72 business hours prior to such function, the Hotel will release that function space. State of New Hampshire Office of Highway Safety will provide the final number of attendees for each function no later than 72 business hours prior to such function. This number will represent the minimum guaranteed attendees for that function. If any event is cancelled within 72 business hours of its scheduled starting time State of New Hampshire Office of Highway Safety agrees to pay Hotel 100% of the revenue guaranteed at 72 business hours.

If for any reason the State of New Hampshire Department of Safety is no longer in need of certain function space, please let us know as soon as possible, and we will release that function space. Should the State of New Hampshire Department of Safety cancel a function within 72 business hours of the function they will be responsible for payment of the amount reflected on the BEO. Any cancellation fees will be charged to your method of payment on file for this event.

Compliance with Law: This letter is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and State of New Hampshire Office of Highway Safety agree to cooperate with each other to ensure compliance with such laws.

In the event of dispute resolution, the non-prevailing party will pay the other's costs and attorney's fees.

All food and beverages served at functions associated with the Event must be provided, prepared, and served by Hotel, and must be consumed on Hotel premises.

Privacy: State of New Hampshire Office of Highway Safety, Inc. ("Marriott") is committed to complying with obligations applicable to Marriott under applicable privacy and data protection laws, including to the extent applicable EU data protection laws. Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the "Privacy Statement," currently available at <http://www.marriott.com/about/privacy.mi>) with respect to any personal data received under this Agreement.

Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration.

State of New Hampshire Office of Highway Safety will obtain all necessary rights and permissions prior to providing any personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Hotel's privacy statement and applicable law. Notwithstanding any other provision, Hotel may use an individual's own personal data to the extent directed by, consented to or requested by such individual.

Customer Signage in Hotels: All public-facing signage and materials are subject to Hotel approval and may be removed from public view by Hotel at its discretion.

Cancellation of Affiliates: State of New Hampshire Office of Highway Safety hereby acknowledges that this Event is not being held in conjunction or affiliation with any other program held at the Hotel over the Event Dates. State of New Hampshire Office of Highway Safety's attendees will not be attending any other program currently being held at the Hotel or in the City of Scottsdale, AZ. If the Hotel determines that another such program exists, Hotel may cancel this Agreement.

Compliance with Equal Opportunity Laws: This section describes Marriott's obligations as a U.S. federal contractor. It does not apply to customers that are not part of the U.S. federal government or using funds from the U.S. federal government for this contract.

Marriott shall comply with all applicable laws, statutes, rules, ordinances, codes, orders and regulations of all federal, state, local and other governmental and regulatory authorities and of all insurance bodies applicable to the Hotel premises in performing its obligations under this Agreement.

Marriott (referred to as "contractor" in this section) shall comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act, as amended, which are administered by the United States Department of Labor ("DOL"), Office of Federal Contract Compliance Programs ("OFCCP"). The equal employment opportunity clauses of the implementing regulations, including but not limited to 41 C.F.R. §§ 60.1-4, 60-300.5(a), and 60-741.5(a), are hereby incorporated by reference, with all relevant rules, regulations and orders pertaining thereto. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

Marriott also shall comply with Executive Order 13496 and with all relevant rules, regulations and orders pertaining thereto, to the extent applicable. The employee notice clause and all other provisions of 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference.

To the extent applicable, Marriott shall include the provisions of this section in every subcontract or purchase order so that such provisions shall be binding upon each contractor, subcontractor or vendor performing services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof.

Security: The Hotel cannot ensure the security of items left unattended in function rooms. Special arrangements may be made with the Hotel for securing a limited number of valuable items. If State of New Hampshire Office of Highway Safety requires additional security with respect to such items or for any other reason, the Hotel will assist in making these arrangements. All security personnel

to be utilized during the Event are subject to Hotel approval.

If State of New Hampshire Office of Highway Safety wishes to hire outside vendors to provide any goods or services at Hotel during the Event, State of New Hampshire Office of Highway Safety must notify Hotel of the specific goods or services to be provided and provide sufficient advance notice to the Hotel so that the Hotel can (i) determine, in Hotel's sole discretion, whether such vendor must provide Hotel, in form and amount reasonably satisfactory to Hotel, an indemnification agreement and proof of adequate insurance, and (ii) approve, using reasonable judgment, the selection of the outside vendor and the goods or services to be provided by such outside vendor to State of New Hampshire Office of Highway Safety, taking into consideration: (a) whether Hotel offers such goods and services; (b) the risk level posed by certain activities; and (c) the safety and well-being of guests at Hotel.

Not Qualified for Marriott Bonvoy Events: Marriott Bonvoy Events provides Points or Miles to eligible Marriott Bonvoy Members who book and hold qualifying meetings and events at Participating Properties. Capitalized terms used in this section have the meanings given to them in the Marriott Bonvoy terms and conditions, available at <https://www.marriott.com/loyalty/terms/default.mi>.

State of New Hampshire Office of Highway Safety and the Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) acknowledge that the Marriott Bonvoy Events program is only available to certain qualified Marriott Bonvoy Members.

Marriott Bonvoy Events is not available in certain circumstances, including (1) for any government employee or official booking a government event (U.S. government event or non-U.S. government event); (2) for any employee of a state-owned or state-controlled entity ("SOE") booking an event on behalf of the SOE; or (3) for any other planner or intermediary when booking an event on behalf of a non-U.S. governmental entity or SOE. Hotels in the Asia Pacific region are restricted from awarding Points or Miles to any intermediary booking an event on behalf of any governmental entity or SOE.

In addition, Points or Miles are available only if State of New Hampshire Office of Highway Safety's own policies permit the Contact to receive Points or Miles for the Event.

The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) is not qualified to receive Points or Miles in connection with the Event, and by entering into this Agreement, hereby waives the right to receive an award of Points or Miles in connection with the Event.

High Risk Activities: Hotel has committed to providing the room nights and function space, as applicable, set forth in this Agreement based on information about the event that State of New Hampshire Office of Highway Safety has given to the Hotel. State of New Hampshire Office of Highway Safety agrees that it has presented all material information required in order for Hotel to provide the rooms and facilities set forth in this Agreement. Should Hotel, in its sole reasonable discretion, determine at any time that the Event will include a high-risk activity that was previously undisclosed to the Hotel (including by way of example, and not by limitation, biological agents, pyrotechnics, etc.), Hotel may terminate this Agreement immediately and without liability, upon written notice to State of New Hampshire Office of Highway Safety.

Confirmation: Please confirm that this letter correctly reflects your needs and your intent to hold the Event by providing your signature below. Your confirmation must be received by **Tuesday, December 19, 2023**. It will be left to Hotel's discretion, based on room and rate availability, to accept this business after such date.

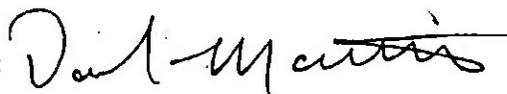
The Hotel's Event Manager will contact you shortly to discuss the details of your Group's stay. However, in the meantime, if you have any questions, please feel free to give me a call.

Signature: Each signatory below, by signing this Agreement, confirms to the other party that the signatory is authorized to bind the signatory's respective contracting party.

Approved and authorized by State of New Hampshire Office of Highway Safety

Name: David Martinelli

Title: DECP coordinator State of N.H.

Signature: 

Date: 12/29/23

Approved and authorized by Hotel:

Name:

Title:

Signature:

Date:

COURTYARD SCOTTSDALE - OLD TOWN

The following outlines additional hotel information in place at the time of booking to assist in the planning of your event. Please work directly with your dedicated Event Manager closer to arrival as hotel information is subject to change. "Group" will refer to the Organization Name on page 1 of the Group Sales Agreement or Letter of Intent.

LOT SURCHARGE:

Covered and uncovered parking We are pleased to offer your local attendees and overnight guests a self-parking rate of \$12.00 per car daily. In/Out privileges only apply to over-night guest parking. Parking at the Courtyard Scottsdale Old Town Hotel is based upon availability in the Hotel's parking lot.