



State of New Hampshire

DEPARTMENT OF SAFETY
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ASSISTANT COMMISSIONER

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ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

September 5, 2024

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 Sole Source contract with AAA Northern New England (VC#153019-B001) for the creation and delivery of public service campaigns about highway traffic safety, to conduct community outreach and betterment presentations for underserved and vulnerable road users, to create multilingual NH Drivers Manuals in five different languages, and to develop and present at the NH Traffic Safety Conference, for an amount of \$170,000.00. Effective upon Governor and Council approval through September 30, 2025. 100% Federal Funds.

Funds are available in the SFY 2025 operating budget and contingent upon availability and continued appropriations in SFY 2026 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

Table with 3 columns: Description, SFY 2025, SFY 2026. Includes rows for NHTSA Grants and Alcohol programs, and a Grand Total of \$170,000.00.

EXPLANATION

This contract is Sole Source because AAA Northern New England (AAA) provides an opportunity to directly reach over 1 million AAA members in the New England Region. This contract will fund New Hampshire specific highway safety Public Service Announcements (PSAs) to AAA members and over 490,000 households across all ten counties in New Hampshire.

The AAA Community Outreach and Betterment (COB) project will present highway safety messages via an in-person PowerPoint to underserved New Hampshire drivers and vulnerable road users while fostering positive law enforcement/public interactions. Multilingual driver's manuals for the DMV website will also be included in this contract, providing easy access to essential information for those with limited English proficiency.

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This funding will also support the State of New Hampshire FFY-2025 Traffic Safety Conference, bringing together presenters to provide information and updates on impaired and distracted driving.

Informing the motoring public, specifically vulnerable road users in underserved communities, about important highway safety issues through PSAs, COB Presentations, and multilingual NH Driver's Manuals, along with a well delivered Traffic Safety Conference will help significantly in the overall effort to save lives on New Hampshire roads. In 2021, 15% of non-fatal crashes (4,106) were caused by inattention/distraction. In 2022, there were 137 traffic-related fatal crashes with 146 resulting fatalities, 51 were fatal crashes involving speeding. 100 alcohol and /or drug-related crashes claimed 107 victims (73.3% of the 146 fatalities), and drug tests came back positive for 71 operators involved in fatal motor vehicle crashes. Also, 56 victims were not wearing seatbelts, or 59.6% of a total of 94 victims were motor vehicle occupants (data compares victims of motor vehicles only).

AAA has proven to be engaged, active, and crucial in enhancing both the rights and safety of the New Hampshire motoring public. AAA has successfully run large public information campaigns and Traffic Safety Conferences with the intent of changing driver behavior while addressing issues such as school zone safety, distracted driving, and many others. Through these widely recognized safety campaigns such as "School's Open Drive Carefully" and "Don't Drive Intoxicated, Don't Drive Intoxicated", they have proven to be able to effectively target messaging to key demographics to distribute these messages on a large scale. Through the use of various communication platforms such as printed materials for local and state law enforcement, press events, television, and social media messaging, AAA can reach a wide range of audiences.

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

Respectfully submitted,



Robert L. Quinn
Commissioner

FORM NUMBER P-37 (version 12/11/2019)

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

I. IDENTIFICATION.

1.1 State Agency Name Department of Safety New Hampshire Office of Highway Safety		1.2 State Agency Address 33 Hazen Drive Room 208 Concord, NH 03305	
1.3 Contractor Name AAA Northern New England		1.4 Contractor Address PO Box 3544 Portland Maine 04104 Physical Address: 68 Marginal Way Portland Maine 04101	
1.5 Contractor Phone Number 207-780-6988	1.6 Account Number Please see Exhibit C	1.7 Completion Date 09/30/2025	1.8 Price Limitation \$170,000.00
1.9 Contracting Officer for State Agency Jeffrey A. Landi		1.10 State Agency Telephone Number 603-271-2893	
1.11 Contractor Signature Date: 9/12/24		1.12 Name and Title of Contractor Signatory Eric G. [unclear] President	
1.13 State Agency Signature Date:		1.14 Name and Title of State Agency Signatory Amy L. Newbury 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: 12 SEP 24			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials
 Date 9/12/24

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

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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

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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.


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SPECIAL PROVISIONS

U.S. Department of Transportation/NHTSA Grant Conditions:

As a result of participating in Federal highway safety grant programs administered by National Highway Traffic Safety Administration (NHTSA) and the US Department of Transportation (USDOT), highway safety subrecipients are required to comply with the following documents:

- Subrecipients agree to comply with all applicable elements of NHTSA's Memorandum: Use of NHTSA Highway Safety Grant Funds for Certain Purchases May 18, 2016 and found at the following Web link.: <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide> . Subrecipients should pay particular attention to the sections on (1) allowable costs for equipment, travel, training, and consultant services; and (2) unallowable costs for equipment, facilities and construction, training and program administration.
- Subrecipients agree to comply with all applicable elements of 2 CFR-200 - the **Uniform Administrative Requirement for Grants, Cost Principles, and Audit Requirements** as promulgated by the U.S. Department of Transportation. This document is found at the following Web link <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide> .
- Subrecipients agree to comply with all applicable Federal basic and incentive grant program requirements as outlined in the **Highway Safety Grant Management Manual** found at the following Web link: <https://www.nhtsa.gov/highway-safety-grants-program>. This document provides information on each of the grant programs.

The following additional provisions apply to highway safety subrecipients as a result of certifications and assurances provided to NHTSA by State Highway Safety Offices in their Highway Safety Plan:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 25024 Pub. L. 117-58
- 23 CFR part 1300 Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- **49 CFR part 21** (*entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- **28 CFR section 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

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- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) prohibit discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government (advancing equity across the Federal government); and
- Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred as the "Acts" and "Regulations," respectively.

General Assurances:

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated; or will be (with regard to a "facility") operated; or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged

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business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A)⁽¹⁾ in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors, transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

Contractor Initials

Date

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POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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-awards 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.

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

SM
5/14/17

BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

Certification on Conflict of Interest

(Applies to Subrecipients as Well as States)

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal 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 personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.

a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.

b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may

(a) terminate the award, or

(b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

As a result of participating in Federal highway safety grant programs administered by National Highway Traffic Safety Administration (NHTSA) and the US Department of Transportation (USDOT), highway safety subrecipients are required to understand and comply with the following additional applicable Part 2 CFR 200 statutes and regulations:

§ 2 CFR 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

§ 2 CFR 200.317 Procurements by states.

§ 2 CFR 200.318 General procurement standards.

§ 2 CFR 200.319 Competition.

§ 2 CFR 200.320 Methods of procurement to be followed.

§ 2 CFR 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

§ 2 CFR 200.322 Domestic preferences for procurements.

§ 2 CFR 200.323 Procurement of recovered materials.

§ 2 CFR 200.340 Termination.

§ 2 CFR 200.414 Indirect (F&A) costs.

[Handwritten Signature]
[Handwritten Date: 8/14/13]

EXHIBIT B

SCOPE OF SERVICES

Employment of Contractor; Services to be performed:

DISTRACTED DRIVING CAMPAIGN

The Contractor, AAA Northern New England, shall coordinate a Distracted Driving campaign approved by the NH Office of Highway Safety. These PSAs will educate the motoring public about the dangers of distracted driving. This campaign will coincide with Distracted Driving awareness month as well as other NHTSA enforcement mobilization efforts geared towards distracted driving messaging.

Distracted Driving
Production of educational PSAs aimed toward changing motorist or motorcyclist behavior and making distracted driving socially unacceptable.
PSA to feature on media outlets – television, website and social media page, etc.
AAA Northern New England will create a social media ad (Facebook, YouTube, etc.) which will enable the PSA to reach every county and roughly 492,770 households in the state.
This contract will be effective upon Governor and Council Approval through September 30, 2025. The total cost of this contract shall not exceed \$80,000.00.

TRAFFIC SAFETY CONFERENCE

The Contractor, AAA Northern New England, shall develop, coordinate, facilitate, produce, and manage, with the approval of the NH Office of Highway Safety, the production and presentation of the State of New Hampshire FFY-2025 Traffic Safety Conference (2024). This conference will bring in a diverse group of presenters from around the state and nation who will provide valuable experiential information and updates in the areas of Impaired and Distracted driving aimed at law enforcement, prosecutors, judges, and other Traffic Safety stakeholders in order to refresh, reinvigorate and motivate those in attendance to strive for greater successes in their respective roles in removing the impaired driver from our roadways, and deterring distracting behavior behind the wheel, ultimately helping to reduce crashes, fatalities and serious injuries to make New Hampshire a safer place for all who live, work and visit in the Granite State.

Traffic Safety Conference
Production of 2024 Traffic Safety Conference is aimed toward the engagement of law enforcement, prosecutors, judges, and other Impaired Driving and Distracted Driving Traffic Safety stakeholders, in order to provide valuable experiential information and updates to help build upon past success and create an overall safer transportation environment within the state of New Hampshire.
Conference to be held in person appearance at a public venue centrally located for ease of access by all participants and attendees.
AAA Northern New England will solicit proposals from public venues and food service providers to create a socially conducive and educationally effective environment in order to deliver a successful and memorable conference.
This contract will be effective upon Governor and Council Approval through September 30, 2025. The total cost of this contract shall not exceed \$45,000.00 (Travel - \$12,000.00; Other - \$33,000.00).

The Contractor will incur any costs associated with developing additional materials, props, equipment, etc. for these campaigns.

Contractor Initials: SP

Date: 5/19/24

COMMUNITY OUTREACH & BETTERMENT

The Contractor, AAA Northern New England, shall coordinate and execute the Community Outreach & Betterment (COB) presentations as approved by the Office of Highway Safety. The purpose of the Community Outreach & Betterment (COB) presentations is to bring the highway safety message via an in-person PowerPoint presentation to traditionally underserved New Hampshire drivers and vulnerable road users while fostering positive law enforcement/public interactions. The Contractor will coordinate and conduct a minimum of five (5) in person COB highway safety PowerPoint presentations to the below referenced groups throughout the 2025 Federal Fiscal Year on NH Traffic Laws; Chapter 265 "RULES OF THE ROAD" and NH Safe Streets for All (NHSS4A) to educate and inform about safe driving, bicycling, walking, and rolling while utilizing NH roadways. COB highway safety presentations will not exceed four (4) hours in duration, any hourly overage of the four (4) hour maximum presentation time may be utilized as match in support of this program. The Contractor must utilize the "NH Safe Streets and Roads for All (NHSS4A)" PowerPoint Presentation provided by the NHOHS during COB Presentations. The Contractor may conduct their own community specific traffic safety related presentation in conjunction with the "NH Safe Streets and Roads for All (NHSS4A)" PowerPoint Presentation within the reimbursable four (4) hour COB presentation window. At the conclusion of each COB presentation the NHOHS Highway Safety Survey will be offered to the COB attendees as a paper form or by QR Code. Any paper NHOHS Highway Safety Survey forms will be collected by the contractor and emailed to the NHOHS at: hwysafetymail@dos.nh.gov. The Contractor will be responsible to maintain the COB budget to ensure funds are adequate to complete the minimum required five (5) COB presentations during the FFY-2025 year. A maximum of two (2) members of the Contractor's business/agency may be reimbursed while conducting a COB presentation due to logistical requirements. If additional support personnel are required to assist with a COB presentation the associated costs may be utilized as "match" in support of this grant.

In addition to the Community Outreach and Betterment presentations, AAA Northern New England will be provided funds for the development and creation of multilingual (Arabic, Mandarin Chinese, Portuguese, Spanish, Swahili, etc.) New Hampshire Driver's Manuals to be incorporated on the DMV website to provide easy access of this important information for those with limited English proficiency. Once these multilingual New Hampshire driver's manuals are created, AAA will communicate this important available resource to all in attendance during any Community Outreach and Betterment presentation. The Contractor will primarily outreach to,

1. Refugees & New Americans
2. Low-income neighborhood
3. Older drivers, low vision, and hearing-impaired drivers.
4. Youth Drivers
5. Limited English Proficiency (LEP) Groups
6. Elementary/High Schools/Driver Ed Schools

Since persons with disabilities are members of the above groups, the Contractor should make every effort to encourage their inclusion in COB presentations.

The Contractor may not select the same COB specified group more than twice during the same year without authorization from their NHOHS field representative.

Due to the highly specialized and sensitive nature of the COB presentations, the official in charge or their designees will have the sole responsibility of assigning the appropriate personnel to conduct the COB presentations.

COB Related Expenses

If required, Interpretation/Translation services will be a reimbursable expense for translation of COB presentation PowerPoint or for direct on-site interpretation services for COB presentations. The Contractor may use their own previously contracted Interpretation/Translation services or select Interpretation/Translation services from the

resources list provided in the COB Excel workbook. Services used for the development and creation of multilingual (Spanish, Portuguese, Swahili, etc.) New Hampshire drivers' manuals will also be a related expense.

Purchases of light refreshments* may be a reimbursable expense for attendees of COB presentations up to a cap of \$150 per presentation or may be utilized as "match" in support of this program. Please contact your NHOHS Field Representative for clarification prior to purchase. *41 CFR 301 74.2(e) "Light refreshments are defined to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins". When purchasing light refreshments, whenever possible consideration should be given to accommodate the various religious or cultural dietary restrictions of the COB presentation attendees.

Printing of COB related handouts in support of a COB presentation may be a reimbursable expense up to \$150 per presentation or may be utilized as "match" in support of this grant.

Should a hall usage fee be necessary to obtain a location for a COB presentation, such fee will be a reimbursable expense up to \$150 per presentation. Any location fee that exceeds the \$150 per presentation cap the Contractor must seek prior approval from their NHOHS Field representative. Whenever possible COB Presentation location should be accessible and within proximity of mass transit.

The Contractor will incur any costs not covered in the COB scope of work associated with developing additional materials, props, equipment, etc. for these COB highway safety presentations. Any additional costs incurred by the Contractor in support of the COB program may be utilized as "match" providing those costs are not simultaneously funded by another federal funding source.

Reimbursement

The Contractor must use the COB Excel Workbook Activity logs to keep track of all COB Related Payroll, Communications, Presentations and Expenses in support of this program. Provide invoices relating to the development and creation of multilingual (Arabic, Mandarin Chinese, Portuguese, Spanish, Swahili, etc.) New Hampshire drivers' manuals. The Contractor must submit a copy of the COB Excel Workbook with that quarter's COB presentation activity along with related payroll forms, receipts and invoices along with the NHOHS HS-22 Match Tracking form on a quarterly basis to obtain reimbursement.

The Contractor must retain the records of all COB communications, activities, services and invoices at the Contractors place of business. These records must be maintained for a period of three (3) years in a manner that accurately reflects and supports the documented activity. These supporting documents are required to be made available during a review or site monitoring visit.

Community Outreach & Betterment (COB)
Conduct five (5) Community Outreach & Betterment (COB) presentations to bring the highway safety message via an in-person PowerPoint presentation to traditionally underserved New Hampshire drivers and vulnerable road users while fostering positive law enforcement/public interactions.
Develop and create multilingual (Arabic, Mandarin Chinese, Portuguese, Spanish, Swahili, etc.) New Hampshire Drivers Manuals.
Presentations to be held in personal appearance at a public venue located for ease of access by all participants and attendees.
AAA Northern New England will work to create a socially conducive and educationally effective environment in order to deliver a successful COB presentations.
This contract will be effective upon Governor and Council Approval through September 30, 2025. The total cost of this contract shall not exceed \$45,000.00 (C.O.B Presentations - \$10,000.00, Multilingual NH Driver's Manuals- \$35,000.00).

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 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 services stipulated in Exhibit B 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 \$170,000.00.

Vouchers – The contractor shall submit to the office of Highway Safety, on a monthly basis, an invoice for coordinating the advertisement activities dedicated to highway safety issues as stipulated in Exhibit B. The Office of Highway Safety agrees to pay the Contractor payments of approximately \$42,500.00/quarter covering each of the 4 quarters October 2024 through September 2025, for a total payment of \$170,000.00.

Invoice(s) shall be submitted to: John Clegg, Program Manager
New Hampshire Department of Safety
Office of Highway Safety, Room 208
33 Hazen Drive Concord, NH 03305
John.a.clegg@dps.nh.gov

Funding is available in the SFY 2025 and SFY26 budget as follows:

DISTRACTED DRIVING CAMPAIGN

02-23-23-231010-75410000 Dept. of Safety – Office of Commissioner – NHTSA Grants 102 500731 Contracts for Program Services and 02-23-23-231010-75510000 Dept. of Safety – Office of Commissioner – NHTSA Grants 102 500731 Contracts for Program Services:

Distracted Driving: \$80,000.00

TRAFFIC SAFETY CONFERENCE

02-23-23-231010-75410000 Dept. of Safety – Office of Commissioner – NHTSA Grants 102 500731 Contracts for Program Services and 02-23-23-231010-75510000 Dept. of Safety – Office of Commissioner – NHTSA Grants 102 500731 Contracts for Program Services:

Distracted Driving: \$11,250.00

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

Alcohol: \$33,750.00

COMMUNITY OUTREACH & BETTERMENT

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

Community Outreach & Betterment: \$45,000.00

SC
8/19/24

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:
Bill & Supplemental Bill 402/405e - FAIN Number (Sub Award): 69A37522300004020NHO; 69A3752230SUP4020NHO, 69A37523300004020NHO, 69A3752330SUP4020NHO, 69A37524300004020NHO, 69A3752430SUP4020NHO, 69A37525300004020NHO; 69A3752530SUP4020NHO, 69A3752430000405eNHA, 69A3752430SUP405eNHA, 69A3752530000405eNHA, 69A3752530SUP405eNHA, 69A3752430000405eNHL; 69A3752430SUP405eNHL, 69A3752530000405eNHL, 69A3752530SUP405eNHL
Project Title & Number: AAA Northern New England 25-265
Funding Source; PSP & Task #: 25-04-03 (Distracted Driving Media)
UEI #: URMCV1EYKKL9 Expiration: 12/28/24
Award Title: NHTSA 402/405e Distracted Driving
ALN - Assistance Listing Number: 20.616/20.600
Is This a Research and Development Project (Yes or No): No
Indirect Costs (Yes or No): No
In Kind Match: \$20,000.00
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:
Bill & Supplemental Bill - 405d/402/405e - FAIN Number (Subaward): 69A3752230000405dNHL, 69A3752230SUP405dNHL, 69A3752330000405dNHL, 69A3752330SUP405dNHL, 69A3752430000405dNHM, 69A3752430SUP405dNHM; 69A3752530000405dNHM, 69A3752530SUP405dNHM, 69A37522300004020NHO, 69A3752230SUP4020NHO, 69A37523300004020NHO, 69A3752330SUP4020NHO, 69A37524300004020NHO, 69A3752430SUP4020NHO, 69A37525300004020NHO, 69A3752530SUP4020NHO, 69A3752430000405eNHA, 69A3752430SUP405eNHA, 69A3752530000405eNHA, 69A3752530SUP405eNHA, 69A3752430000405eNHL, 69A3752430SUP405eNH, 69A3752530000405eNHL, 69A3752530SUP405eNHL
Project Title & Number: AAA Northern New England 25-265
Funding Source; PSP & Task #: 25-07-06, 25-07-06 (Traffic Safety Conference)
UEI #: URMCV1EYKKL9 Expiration: 12/28/24
Award Title: NHTSA Section 405d Alcohol / NHTSA 402/405e Distracted Driving
ALN - Assistance Listing Number: 20.616 / 20.600
Is This a Research and Development Project (Yes or No): No
Indirect Costs (Yes or No): No
In Kind Match: \$11,250.00
In Kind Match to support this project shall be met using advertising or related work.

Contractor Initials

Date

[Handwritten Signature]
 8/10/24

Awarding Agency: Office of Highway Safety (OHS)
Federal Awarding Agency: National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA Region I 55 Broadway, RTV-8E Cambridge, MA 02142
FAIN Number: Bill & Supplemental Bill 402 - FAIN Number (Sub Award): 69A37522300004020NHO, 69A3752230SUP4020NHO, 69A37523300004020NHO, 69A3752330SUP4020NHO, 69A37524300004020NHO, 69A3752430SUP4020NHO, 69A37525300004020NHO, 69A3752530SUP4020NHO
Project Title & Number: AAA Northern New England 25-265
Funding Source; PSP & Task #: 25-09-03 (Community Outreach and Betterment)
UEI #: URMCV1EYKKL9 Expiration: 12/28/24
Award Title: NHTSA Section 402
Assistance Listing Number: 20.600
Is this a Research and Development Project (Yes or No): No
Indirect Costs (Yes or No): No
In Kind Match: \$11,250.00
In Kind Match to support this project shall be met using highway safety education or related work.

This contract is null and void if not approved by the State of New Hampshire Governor and Council.

Eric Cyr

Printed Name of Authorized Official

[Handwritten Signature]



Signature of Authorized Official (page 1 section 1.11)

9/12/24
Date Signed

Contractor Initials *[Handwritten Initials]*
Date 9/12/24

State of New Hampshire

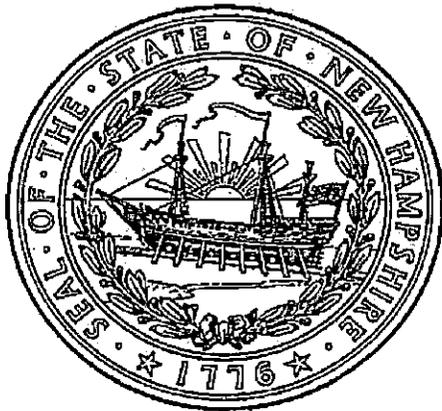
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that AAA NORTHERN NEW ENGLAND is a Maine Nonprofit Corporation registered to transact business in New Hampshire on September 11, 2002. 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: 413240

Certificate Number: 0006775407



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 September A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

**AAA NORTHERN NEW ENGLAND
OFFICER'S CERTIFICATE AND
CERTIFICATE OF INCUMBENCY**

The undersigned, Eric J. Cyr, hereby certifies the following as of September 11, 2024:

1. That I am the duly elected and qualified President of AAA Northern New England, a nonprofit mutual benefit corporation created and existing under the laws of the State of Maine (the "Company"), whose corporate headquarters is 68 Marginal Way, Portland, ME 04101.
2. I (an "Authorized Agent") am authorized to execute any documents as required by the State of New Hampshire ("State") in order to give effect to that State of New Hampshire Highway Safety Project Grant Agreement (Impaired and Distracted Driving Media Campaigns) (the "Agreement") by and between the Company and State, and all transactions thereunder.

AAA Northern New England

By: 
Eric J. Cyr
President

The undersigned, Gail C. Louis, hereby certifies the following as of September 11, 2024:

1. That I am a duly elected and qualified Corporate Secretary of the Company.
2. That the following is the true specimen signature of the within named Authorized Agent of said Company, and that such Authorized Agent is now employed by the Company, and is duly authorized to execute the Agreement and any document on behalf of the Company in connection with the Agreement:

Officer

Title

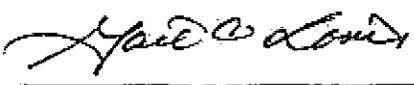
Specimen Signature

Eric J. Cyr

President



IN WITNESS WHEREOF, the undersigned has signed this Certificate of Incumbency as of 11th day of September, 2024.


Gail C. Louis
Corporate Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/30/2024

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 Brown & Brown Insurance Services, Inc. 901 Marquette Ave Suite 1800 Minneapolis MN 55402	CONTACT NAME: Katra Mercil or Ellen Guggemos PHONE (A/C, No, Ext): (612) 333-3323 E-MAIL ADDRESS: ellen.guggemos@bbrown.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED AAA Northern New England 68 Marginal Way Portland ME 04101	INSURER A: ACE American Insurance Company	NAIC # 22667
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 24-25

REVISION NUMBER:

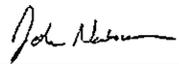
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	ADDITIONAL INSURED	START DATE	END DATE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$500,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:				XSL G48914536	05/01/2024	05/01/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ Exclude PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 25,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> CA Excluded <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY				ISA H1083594A	05/01/2024	05/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

RE: 2008 Toyota Avalon, VIN: 4T1BK36B18U304435; 2009 Toyota Pruis, VIN: JTDKB20U393483383; 2012 Dodge Caravan, VIN: 2C4RDGBG6CR298062; 2013 Ford Fusion, VIN: 3FA6P0G77DR164611; 2015 Ford Fusion, VIN: 3FA6P0G72FR215189; 2018 Ford Fusion, VIN: 3FA6P0LU85JR168724; 2018 Ford Fusion, VIN: 3FA6P0LU6JR168723; 2016 Ford Edge, VIN: 2FMPK4J88GBC21483; 2020 Ford Fusion Hybrid SE, VIN: 3FA6P0LUXLR151054; 2020 Ford Fusion Hybrid SE, VIN: 3FA6P0LU7LR151044

CERTIFICATE HOLDER**CANCELLATION**

New Hampshire Dept. of Safety 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 
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