



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

October 24, 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 contract with EVR Advertising (Eisenberg Vital & Ryze, LLC - VC#206985-B001) for the creation and delivery of public service campaigns about highway traffic safety, for an amount not to exceed \$764,400.00. Effective upon Governor and Council approval through September 30, 2026. 100% Federal Funds.

Funds are available in the SFY 2025 operating budget and contingent upon availability and continued appropriations in SFY 2026 and SFY 2027 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

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

<u>SFY 2025</u>	<u>SFY 2026</u>	<u>SFY 2027</u>
\$91,275.00	\$121,700.00	\$30,425.00

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

<u>SFY 2025</u>	<u>SFY 2026</u>	<u>SFY 2027</u>
\$46,125.00	\$61,500.00	\$15,375.00

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

<u>SFY 2025</u>	<u>SFY2026</u>	<u>SFY2027</u>
\$108,750.00	\$145,000.00	\$36,250.00

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

<u>SFY2025</u>	<u>SFY2026</u>	<u>SFY2027</u>
\$36,500.00	\$54,000.00	\$17,500.00

Sub Total: \$282,650.00 \$382,200.00 \$99,550.00

Grand Total: \$764,400.00

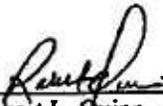
EXPLANATION

EVR Advertising has been selected as the winning bidder for RFP: DOS 2024-015 to lead the Highway Safety Media Campaign Services in New Hampshire. This contract will support the creation and distribution of public service announcements (PSAs) focused on highway safety across all 10 counties of the state. The campaign will specifically target issues like speeding, distracted driving, impaired driving, occupant protection, motorcycle safety, and pedestrian & bicycle safety, aiming for broad market penetration. The media strategy will include both traditional platforms (TV, radio, billboards) and digital outlets (streaming audio, social media), ensuring that the messages reach a wide audience and encourage driver awareness and engagement.

PSAs are a key tool in the overall mission to improve road safety and save lives in New Hampshire. EVR Advertising's experience in managing large-scale ad campaigns, with a focus on promoting responsible behavior and targeting key demographics, makes them a vital partner in this effort. They have demonstrated their ability to distribute effective messaging on a broad scale to achieve impactful results.

In the event that federal funding is unavailable, General Funds or Highway Safety Funds will not be sought to continue the program.

Respectfully submitted,



Robert L. Quinn
Commissioner

RFP DOS 2024-015

Project: Highway Safety Media Campaign Services

Completed by: Kirsty Linehan, Administrator III, for FM&P

Email: Kirsty.A.Linehan@DOS.NH.Gov

Proposals were evaluated based on a scoring matrix totaling 100 points.

- Soundness & Innovativeness of Approach: 30 points
- Implementation: 20 points
- Samples of Creative Work: 30 points
- Price Proposal: 20 points

For the Price Proposal Review: scoring was calculated using the formula below:

$(\text{Lowest Proposed Price} / \text{Vendor's Proposed Price}) \times \text{Number of Points for Score} = \text{Vendor's Price Score}$

Millenium Agency had the highest score of 20 points and EVR Advertising came in with the second highest score of 18 points.

Financial Scoring of RFP

Total Points Allotted	20
Lowest Bid Amount:	\$ 347,500

Vendors:	Pricing	Score
Millenium	\$ 347,500	20
GYK	\$ 1,170,000	6
EVR Advertising	\$ 382,200	18
Tidesmart	\$ 1,062,000	7

STATE OF NEW HAMPSHIRE
Department of Safety
 33 Hazen Dr. Concord, NH 03305

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RFP DOS 2024-015

DATE OF BID CLOSING: 4/8/24

TIME OF BID CLOSING: 2pm

For: Highway Safety Media Campaign Services

AGENCY CONTACT: Tyler Dumont

EMAIL: tyler.p.dumont@dos.nh.gov

Vendor	Soundness & Innovativeness of Approach (30 pts)	Implementation (20 pts)	Samples of Creative Work (30 pts)	Price Proposal (20 pts)	Total (100 pts)
Millenium Agency	19	12	15	20	66
GYK	25	17	26	6	74
EVR Advertising	28	19	26	18	91
Tidesmart	24	16	19	7	66

Individual Scorer
- Name

Position

Agency

Tyler Dumont	Strategic Communications Administrator	Department of Safety - Office of the Commissioner
Madison Miller	Public Health PIO	Department of Health & Human Services
Michael Gerrity	Dir. of Communication & Legislative Affairs	Department of Justice
Vanessa Palange	Community Outreach Coordinator	Department of Homeland Security & Emergency Management
Stephen Fisher	Highway Safety Field Rep	Department of Safety - Office of Highway Safety
Kirsty Linehan	Administrator III	Department of Safety - Financial Management & Planning

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

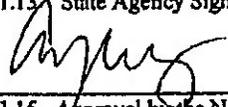
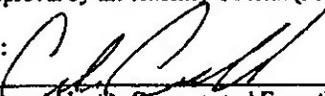
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Office of Highway Safety (NHOHS)		1.2 State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3 Contractor Name EVR Advertising		1.4 Contractor Address 155 Dow Street Suite 300 Manchester, NH 03101	
1.5 Contractor Phone Number 603-647-8606, (C) 603-3204559	1.6 Account Number See Exhibit C	1.7 Completion Date 9/30/2026	1.8 Price Limitation \$764,400.00
1.9 Contracting Officer for State Agency Jeffrey A. Landi		1.10 State Agency Telephone Number 603-271-2131, 603-271-6709	
1.11 Contractor Signature  Date: 10/03/24		1.12 Name and Title of Contractor Signatory Jeff Eisenberg, President & CEO	
1.13 State Agency Signature  Date: 10/28/24		1.14 Name and Title of State Agency Signatory Amy 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: 10/31/24			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials JE
 Date 10/03/24

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.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

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

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor

shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

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

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, 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.

EXHIBIT A

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);
- 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 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.

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.

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.

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

I understand that failure to comply with applicable Federal statutes and regulations may subject State officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 2 CFR 200.

I sign these Certifications and Assurances based on personal knowledge, after appropriate inquiry, and I understand that the Government will rely on these representations in awarding grant funds.

Authorized Contract Signatory: JE Date: 10/03/24

Signers Printed Name: Jeff Eisenberg

EXHIBIT B

SCOPE OF SERVICES AND DELIVERABLES Employment of Contractor, Services to be Performed.

A.1. Definitions. For purposes of this Contract, the following definitions apply:

- a. Campaign Flight: The time period, and associated start and end dates, over which an advertising campaign runs. Generally speaking it is outlined in the annual National Highway Traffic Safety Administration (NHTSA) Communications Calendar for the specified calendar year.
- b. Concept: Idea provided by the media agency creative team, which can be in the form of a story board, audio recording, video recording, artist's rendering, etc. The concept is presented, adjusted if needed and agreed upon before production of the television (TV), radio, or digital finished product is produced.
- c. Daypart: In radio and TV broadcasting, fairly standard divisions (based on audience composition) of a twenty-four (24) hour day for scheduling commercials.
- d. Flight Time(s)/Flight Date(s): The time(s) at which, and the date(s) on which, the Spot will air or run.
- e. Market: Means to advertise or to promote. Also is used to describe the area in which media is purchased (such as Statewide, Manchester DMA (Designated Market Area), and/or Southern New Hampshire).
- f. Media Buy: The purchase of advertising from a media company such as a TV station, radio station, newspaper, magazine, blog, or website. Media Purchase and Media Buy are used interchangeably.
- g. Media Plan: A document which identifies the marketing conditions that have an impact on the formulation of a media strategy; identifies media strategies that best can accomplish the marketing objectives; describes execution recommended for fulfillment of the media strategy.
- h. Paid Media: refers to external marketing efforts that involve a paid placement, meaning money was paid in exchange for media services rendered.
- i. Public Service Announcement (PSA): A PSA may be an audio, visual and/or digital element noting a public safety message. An example might be "Click it or Ticket" or "Buckle Up in Your Truck."
- j. Spot: a radio, TV, cable, and/or digital commercial.

A.2. Background - State Highway Safety Programs. The Grantor State Agency New Hampshire Office of Highway Safety (NHOHS) receives federal funding from the National Highway Traffic Safety Administration (NHTSA) for state highway safety programs. Section 402 of Title 23 of the United States Code (23 USC § 402) requires the Secretary of Transportation to promulgate uniform guidelines for state highway safety programs. The guidelines offer direction to states in formulating their highway safety plans for highway safety efforts that are supported with federal

funds. The guidelines also provide a framework for developing a balanced highway safety program and serve as a tool with which states can assess the effectiveness of their own programs. States are encouraged to use the guidelines and build upon them to optimize the effectiveness of highway safety programs conducted at the state and local levels.

- A.3. Background - New Hampshire Office of Highway Safety (NHOHS). The New Hampshire Office of Highway Safety is responsible for encouraging good driving and safety behaviors on highways and roadways throughout New Hampshire. One way of meeting this responsibility is to promote, educate and disseminate information through the placement of paid media to encourage these behaviors.
- A.4. Highway Safety Issues and Full-Service Advertising and Marketing Services. To assist the NHOHS in accomplishing the goal of reducing fatalities and injuries on the highway system and educating the public on highway safety issues, the Contractor shall provide full-service advertising and marketing services to promote New Hampshire highway safety efforts, to focus media plans for each program area below, aiming for maximum market penetration with targeted touchpoints to aid in recall, while creating awareness and fostering engagement through traditional media such as TV, Radio, and Billboards, along with targeted, action-based digital media to drive home each campaign's core message.
- a. New Hampshire Highway Safety Issues and program areas of importance under this contract encompass the following programs:
- (1) Impaired Driving,
 - (2) Speeding,
 - (3) Distracted Driving - Mobile Electronic Device Use, etc.,
 - (4) Occupant Protection - Safety Belt Usage and Child Passenger Safety,
 - (5) Pedestrian / Bicycle Safety,
 - (6) Motorcycle Safety.
- b. Full-service advertising and marketing services to promote New Hampshire highway safety efforts include but are not limited to the following:
- (1) Design and produce media campaigns; and
 - (2) Upon request of the NHOHS, design and produce single advertisements for use in a media campaign. Single advertisements shall include, but not be limited to the creation and development of graphics, logos, slogans, symbols, and announcements for television spots (advertisements), radio spots, billboards, signage, power point presentations, videos, online content, and brochures. The single advertisements may be used in single mode or in concert with one another.

- A.5. Understandings. The Contractor shall provide full-service advertising and marketing services to promote New Hampshire highway safety efforts with the following understandings:
- a. The Contractor shall consult with the NHOHS regarding the best use of media resources to maximize the effectiveness of a campaign or a particular advertisement.
 - b. A written campaign plan shall be submitted by the Contractor to NH Office of Highway Safety for approval. No further services shall be provided until the NHOHS has approved, in writing, the campaign plan. See Section A.7. for the requirements concerning the campaign plan.
 - c. For each NHOHS approved campaign plan, a written media plan shall be submitted by the Contractor to the NHOHS for approval. No further services shall be provided until the NHOHS has approved, in writing, the media plan. See Section A.8. for the requirements concerning the media plan.
 - d. No media buys or any advertising shall be made or obtained without the express written permission of the NHOHS. The NHOHS shall not be financially responsible for any unauthorized media buys or any unauthorized advertising. The NHOHS shall not give the express written permission without first having:
 - (1) A NHOHS approved campaign plan;
 - (2) A NHOHS approved media plan; and
 - (3) The NHOHS review and approval of any terms and conditions in documentation (contract, agreement, service order, purchase order, or other such documentation) from the company or entity from whom the media buy or the particular advertisement is being obtained.
 - (4) The contractor will be responsible for the contracting and payment of any subcontractors.

****All bids/proposals and Sub-contracts or sub-grantee awards entered into under this Scope of Work must contain the federal language as written below:**

EVR Advertising must include this in all bids/proposals seeking new vendors/grantees:

1. 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 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."

EVR Advertising must have the following in their sub-contracts and sub-grantee awards:

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 clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
3. 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.
4. 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.
5. 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.

200.216 - Prohibition on certain telecommunication and video surveillance services or equipment. (see 2 CFR 200.216)

200.340 - Termination - (see 2 CFR 200.340)

{eCFR :: 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards}

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

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

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended; or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- e. The Contractor shall provide reports as directed by the NHOHS. The reports shall address the effectiveness of various efforts performed under this Contract for evaluation and reporting purposes as required by the NHTSA. The Contractor shall also prepare and submit reports on the media buys detailing what media was purchased, from whom the media was purchased, and other details requested by the NHOHS. The reports shall also include a breakdown of administrative costs associated with each Media Buy.

A.6. Preparation and Submission of Written Campaign Plan for NHOHS Approval. In accordance with Section A.6., the Contractor shall submit a written campaign plan to the NHOHS for approval. Also, in accordance with Section A.6., the NHOHS shall approve, in writing, the submitted campaign plan prior to any further services being performed. The following subsections shall be taken into consideration when developing the campaign plan:

- a. Research Indicators. A campaign shall be developed based on the following research indicators:
 - (1) Holidays known to have high periods of alcohol use;
 - (2) School dances and proms;
 - (3) Warm weather, which sometimes leads to more motorists on the roads; or
 - (4) A need that is specific to an area or community.
- b. Communications Plan. The NHTSA provides a communications plan to the NHOHS to assist with campaign planning. This communications plan includes:

- (1) Determining the target audience for specific campaigns;
- (2) Providing campaign themes, messages, or concepts;
- (3) Determining which forms of media shall be used to promote effective campaigns; and
- (4) Budget considerations.

c. Campaign Parameters. The NHOHS shall provide the Grantee with the following parameters for a campaign:

- (1) The target audience;
- (2) The purpose of the campaign;
- (3) The number of concepts for the Spot from which the NHOHS may choose;
- (4) Production estimates for camera crew and production crew if a TV commercial is to be produced; and
- (5) The overall budget for an entire campaign, which shall include Spot production, media planning, and the Media Buy.

d. Additional Parameters Based on NHOHS Budget. Using the parameters provided by the NHOHS (see subsections within this Section), the Contractor shall include in the campaign plan the following parameters based on a budget set by the NHOHS:

- (1) Campaign components to be utilized (radio, TV, cable, or other media);
- (2) Demographic of target audience; to target specific demographics across all stations and to include across all formats and supply targeted audience demographic data upon request.
- (3) Reach or frequency expectations (reach being the extent geographically within New Hampshire the media is aired; and frequency being the number of times a Spot or commercial is played in a geographic market);
- (4) Markets to include in the campaign; and
- (5) Flight Dates.

e. Estimated Timeline. To also be included in the campaign plan, the Contractor shall coordinate with the NHOHS to determine an estimated timeline from concept through actual production (filming, editing, final version of Spot). The Contractor shall work diligently to meet the following timeline:

- (1) The Contractor shall submit Concept(s); the Contractor shall submit the Concepts ten to twelve (10-12) weeks prior to the Flight Date;
- (2) The NHOHS shall evaluate the Concept(s) and choose one (1) Concept for production; this shall occur eight to ten (8-10) weeks prior to the Flight Date;

- (3) The Contractor shall, upon the request and approval of the NHOHS if a TV commercial is to be produced, secure a camera crew or production crew; this shall occur six to eight (6-8) weeks prior to the Flight Date. The NHOHS personnel may attend the production;
- (4) The Contractor shall provide copies of the Spot to the NHOHS for acceptance or rejection; this shall occur four to six (4-6) weeks prior to Flight Date; and
- (5) Once the NHOHS has given all necessary approvals of the campaign plan (see Section A.7.) and the media plan (see Section A.8.), the Contractor shall place the Media Buy. Spots shall be distributed to respective stations (see Section A.8.a.(1)); this shall occur two to four (2-4) weeks prior to the Flight Date.

A.7. Preparation and Submission of Written Media Plan for NHOHS Approval. Upon the NHOHS approval of the campaign plan, and in accordance with Section A.6., the Contractor shall submit a written media plan to the NHOHS for approval. Also, in accordance with Section A.6., the NHOHS shall approve, in writing, the submitted media plan prior to any further services being performed. The written media plan shall be submitted at least six (6) weeks prior to the beginning of the Campaign Flight.

a. Information about Spots. The written media plan shall include:

- (1) The type of Spot (i.e., radio, television, other mediums):
 - i. Television station spots being recommended must be at television stations ranked in the top one-half (1/2) of the market for the chosen demographic group and have a large reach (geographic distribution) or frequency that is most advantageous for recollection and recall of the message;
 - ii. For radio station spots being recommended, traffic reports and rural network groups may be included depending on the target audience;
 - iii. Both television and radio station spots being recommended must be based on research data gained through Arbitron or Nielson ratings; and
 - iv. Both television and radio station spots being recommended should have a corresponding PSA included whenever possible.
- (2) The Spot length or time;
- (3) The Spot Flight Time/Flight Date; and
- (4) The total number of Spots (based on the approved budget).

b. Approval by NHOHS of the Media Plan and Contractor Obtaining Proposals. Upon written approval of the media plan by the NHOHS (which will occur within two (2) business days of receipt from the Contractor), the Contractor may then obtain proposals from radio and TV stations.

- c. Submission of Station Order for NHOHS Approval. The Contractor shall submit a Station Order to the NHOHS for approval. The Station Order shall outline Daypart schedule, costs, net rate of media costs, and Flight Time(s)/Flight Date(s) along with station name, market, station contact, and campaign title.
- d. Approval by NHOHS of the Station Order and Contractor Locking in the Order. Upon written approval of the Station Order by the NHOHS (which will occur within one to three (1-3) business days of receipt from Contractor), the Contractor may lock in the order with each station.

A.8. Additional Information about Media Buys:

- a. Media Buys shall be made based on crash and fatality statistics.
- b. Media Buys are generated by stations' computer systems which place Spots based upon the parameters in the approved Media Plan and availability (Dayparts) during programming.
- c. The chosen stations (those in the approved Media Plan) shall recap the criterion established for the Media Buys and provide various data allowing the Contractor to determine the effectiveness of the Media Buy. The Contractor shall submit this information to the NHOHS for review, discussion, and approval.
- d. The Contractor shall purchase media as directed by the NHOHS. The NHOHS may periodically advise the Contractor to utilize specific markets that are deemed contributory to the success of the NHOHS highway safety media marketing campaigns.
- e. Digital streaming ads will coincide with the following high-visibility enforcement campaigns: Distracted Driving Mobilization, (April) Seatbelt Mobilization (May) and Impaired Driving Mobilization (August – September).
- f. The Contractor shall administer all materials needed for air play of advertisements to each selected radio station.
- g. The Contractor shall advise and assist the OHS in bringing radio files provided for airplay into compliance according to industry standards.
- h. The Contractor shall provide with proof of performance and the following itemized information about each campaign: total number run, dollar value, date and time of airing and campaign topic. (i.e., distracted driving, teen driving, etc.)
- i. The Contractor shall ensure the spots run within the approved flight date within the correct High Visibility Enforcement Campaign or social norming campaign.

- A.9. The Contractor shall, at the written request of the NHOHS, produce items to further the success of the marketing campaign (banners, mobile signage, exhibit booths, digital graphics, advertising wrap). Contracting for talent and media production (film, lighting, make-up, dubs) shall be reimbursed to the Contractor by the NHOHS.

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

The points of contact for this contract and the coordinated implementation of the Scope of Services as written above are:

John Clegg, Program Manager, New Hampshire Office of Highway Safety, 33 Hazen Drive Concord, NH 03305 - Telephone: (603)-271-2893, and Tyler P. Dumont, Strategic Communications Administrator, New Hampshire Department of Safety, 33 Hazen Drive Concord, NH 03305 - Telephone: (603)-223-3641.

This contract is effective upon Governor and Council approval through September 30, 2026. The total cost of this contract shall not exceed \$764,400.00.

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

Payment – upon completion of aired advertisements and Department of Safety, Office of Highway Safety's receipt of final performance and evaluation report as stated in the Scope of Services for an amount up to \$764,400.00

Invoice(s) shall be submitted to:

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

Funding is available in SFY25 and contingent upon availability of federal funds in SFY 2026 and SFY27 to support the following:

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

Impaired Driving: \$290,000.00

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:

Speeding (Police Traffic Services): \$123,000.00
Distracted Driving: \$123,000.00
Occupant Protection: \$90,000.00
Bicycle/Pedestrian Safety: \$30,400.00

02-23-23-231010-75440000 Dept. of Safety – Office of Commissioner – 405f/Motorcycle
102 500731 Contracts for Program Services and 02-23-23-231010-75410000 Dept. of Safety – Office of
Commissioner – NHTSA Grants 102 500731 Contracts for Program Services:

Motorcycle Safety: \$108,000.00

Awarding Agency: Office of Highway Safety (OHS)	
Federal Awarding Agency: National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA Region 1 55 Broadway, RTV-8E Cambridge, MA 02142	
FAIN Number:	
Bill & Supplemental Bill – 405d	
FAIN Number (Subaward): 69A3752230SUP405dNHL, 69A3752330000405dNHL, 69A3752330SUP405dNHL 69A3752430000405dNHM, 69A3752430SUP405dNHM, 69A3752530000405dNHM, 69A3752530SUP405dNHM	
Project Title & Number: EVR Advertising #25-288	
Funding Source; PSP & Task #: 25-07-03 (Impaired Driving Media)	
SAM UEI# MWJQCGFB9K75	Expiration Date: 7/22/25
Award Title: NHTSA Section 405d	
Assistance Listing Number (ALN): 20.616	
Is This a Research and Development Project (Yes or No): No	
Indirect Costs (Yes or No): No	
In Kind Match: \$72,500.00	
In Kind Match to support this project shall be met using advertising or related work.	

Awarding Agency: Office of Highway Safety (OHS)	
Federal Awarding Agency: National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA Region 1 55 Broadway, RTV-8E Cambridge, MA 02142	
FAIN Number:	
Bill & Supplemental Bill - 402 & Flex 405e	
FAIN Number (Sub Award): 69A37522300004020NHO, 69A3752230SUP4020NHO, 69A37523300004020NHO, 69A3752330SUP4020NHO, 69A37524300004020NHO, 69A3752430SUP4020NHO, 69A37525300004020NHO, 69A3752530SUP4020NHO, 69A3752430000405eNHA, 69A3752430SUP405eNHA, 69A3752530000405eNHA, 69A3752530SUP405eNHA, 69A3752430000405eNHL, 69A3752430SUP405eNHL, 69A3752530000405eNHL, 69A3752530SUP405eNHL	
Project Title & Number: EVR Advertising #25-288	
Funding Source; PSP & Task #: 25-02-03 (Speeding – Police Traffic Services Media)	
SAM UEI# MWJQCGFB9K75	Expiration Date: 7/22/25
Award Title: NHTSA Section 402 Police Traffic Services / 405e Distracted Driving	
Assistance Listing Number (ALN): 20.600 / 20.616	
Is This a Research and Development Project (Yes or No): No	
In Kind Match: \$30,750.00	
In Kind Match to support this project shall be met using advertising or related work.	

Awarding Agency: Office of Highway Safety (OHS)
Federal Awarding Agency: National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA Region 1 55 Broadway, RTV-8E Cambridge, MA 02142
FAIN Number: Bill & Supplemental Bill – 402 & 405e FAIN Number (Subaward): 69A37522300004020NHO, 69A3752230SUP4020NHO, 69A37523300004020NHO, 69A3752330SUP4020NHO, 69A37524300004020NHO, 69A3752430SUP4020NHO, 69A37525300004020NHO, 69A3752530SUP4020NHO, 69A3752430000405eNHA, 69A3752430SUP405eNHA, 69A3752530000405eNHA, 69A3752530SUP405eNHA, 69A3752430000405eNHL, 69A3752430SUP405eNHL, 69A3752530000405eNHL, 69A3752530SUP405eNHL
Project Title & Number: EVR Advertising #25-288
Funding Source; PSP & Task #: 25-02-03/25-04-03 (Distracted Driving Media)
SAM UEI# MWJQCGFB9K75 Expiration Date: 7/22/25
Award Title: NHTSA Section 402 & Section 405e Distracted Driving
Assistance Listing Number (ALN): 20.600 / 20.616
Is This a Research and Development Project (Yes or No): No
Indirect Costs (Yes or No): No
In Kind Match: \$30,750.00
In Kind Match to support this project shall be met using advertising or related work.

Awarding Agency: Office of Highway Safety (OHS)
Federal Awarding Agency: National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA Region 1 55 Broadway, RTV-8E Cambridge, MA 02142
FAIN Number: Bill & Supplemental Bill – 402 & 405b FAIN Number (Subaward): 69A37522300004020NHO, 69A3752230SUP4020NHO, 69A37523300004020NHO, 69A3752330SUP4020NHO, 69A37524300004020NHO, 69A3752430SUP4020NHO, 69A37525300004020NHO, 69A3752530SUP4020NHO, 69A3752230SUP405bNHL, 69A3752330000405bNHL, 69A3752330SUP405bNHL 69A3752430000405bNHL, 69A3752430SUP405bNHL, 69A3752530000405bNHL, 69A3752530SUP405bNHL
Project Title & Number: EVR Advertising #25-288
Funding Source; PSP & Task #: 25-01-03/25-02-03 (Occupant Protection Media)
SAM UEI# MWJQCGFB9K75 Expiration Date: 7/22/25
Award Title: NHTSA 402 Police Traffic Services / 405b Occupant Protection
Assistance Listing Number (ALN): 20.600 / 20.616
Is This a Research and Development Project (Yes or No): No
Indirect Costs (Yes or No): No
In Kind Match: \$22,500.00
In Kind Match to support this project shall be met using advertising or related work.
Awarding Agency: Office of Highway Safety (OHS)

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 EVR ADVERTISING is a New Hampshire Trade Name registered to transact business in New Hampshire on August 06, 2024. 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: 935441

Certificate Number : 0006748794



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of August A.D. 2024.

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

David M. Scanlan
Secretary of State



State of New Hampshire

Department of State

Filed
 Date Filed : 08/06/2024 11:03:18 AM
 Effective Date : 08/06/2024 11:03:18 AM
 Filing # : 6748793 Pages : 2
 Business ID : 935441
 David M. Scanlan
 Secretary of State
 State of New Hampshire

Form TN-1
 RSA 349

APPLICATION FOR REGISTRATION OF TRADE NAME

1: TRADE NAME

EVR ADVERTISING

2: PRINCIPAL OFFICE INFORMATION 155 Dow Street, Suite 300, Manchester, NH, 03101, USA

MAILING ADDRESS 155 Dow Street, Suite 300, Manchester, NH, 03101, USA

3: PRINCIPAL PURPOSE

NAICS CODE	NAICS SUBCODE
Professional, Scientific, and Technical Services	Advertising Agencies

4: DATE OF TRADE NAME ORGANIZED 01/01/2013

5-A : ENTITY APPLICANT

Eisenberg, Vital & Ryze, LLC (622665)

155 Dow St. Suite 300, Manchester, NH, 03101, USA

Jeff Eisenberg

Manager

SIGNATURE

TITLE

5-B : INDIVIDUAL APPLICANT

SIGNATURE

TITLE

5-C : TRADE NAME

SIGNATURE

TITLE

5-D : NON REGISTERED ASSOCIATION

SIGNATURE

TITLE

6: BUSINESS PHONE 603-647-8606

7: BUSINESS EMAIL christiner@evradvertising.com

8: NOTIFICATION EMAIL christiner@evradvertising.com

Mailing Address - Corporation Division, NH Department of State, 107 North Main Street, Room 204, Concord, NH 03301-4989
 Physical Location - State House Annex, 3rd Floor, Room 317, 25 Capitol Street, Concord, NH
 Phone: (603)271-3246 | Fax: (603)271-3247 | Email: corporate@sos.nh.gov | Website: sos.nh.gov

CERTIFICATE OF INCUMBENCY

The undersigned, Jeff Eisenberg of Eisenberg Vital & Ryze, LLC., a New Hampshire ("the Company"), hereby certifies as follows:

1. That he/she is the duly elected, qualified and acting President & CEO of the Company and is charged with maintaining the records, minutes, and seal of the Company.
2. That pursuant to the Company's Bylaws, as amended, the following named person(s) was/were designated and appointed to the office(s) indicated below, and that said person(s) does/do continue to hold such office(s) at this time, and the signature(s) set forth opposite the name(s) are genuine signatures.

NAME, SIGNATURE, and TITLE

Pete Ricci



Sr. Vice President

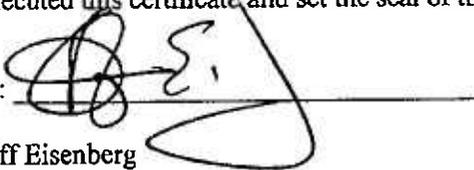
Mackenzie Fraser



Sr. Vice President

3. That pursuant to the Company's Bylaws, as amended, and certain resolutions adopted by the Corporation's Board of Directors, the person(s) designated to serve in the above-titled capacity was/were given sufficient authority to act on behalf of and to bind the Company with respect to transactions involving the leasing of equipment, including without limitation the sale and leaseback of such equipment, and that the execution by said person(s) of documents related to such transactions, including without limitation Master Lease Agreements and Equipment Schedules thereto, constitute a legally binding and enforceable obligation of the Company.
4. That pursuant to the Company's Bylaws, as amended, the undersigned has the power and authority to execute this certificate on behalf of the Company and that he/she has so executed this certificate and set the seal of the Company this 23 day of July, 2023.

Signature:



Name: Jeff Eisenberg

Title: President & CEO

