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New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

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

Bureau of Turnpikes
October 29, 2021

REQUESTED ACTION

Authorize the Department of Transportation, Bureau of Turnpikes to exercise a contract renewal option with Travelers Marketing LLC, Wellesley, MA, (Vendor Code #227453), by increasing the contract amount by $130,000.00 from $260,000.00 for a new contract sponsorship amount of $390,000.00 for the Bureau of Turnpikes Motor Safety Patrol along the Blue Star, the F.E.Everett and the Spaulding Turnpike. The original contract was approved by Governor and Council on January 8, 2020, Item #21. This is the first of five additional one-year periods subject to Governor and Council approval. The fee to be paid to the Bureau of Turnpikes is effective upon Governor and Council approval through November 30, 2022. Revenue is to be deposited into Turnpike Revenue Accounts. 100% Other Funds-Sponsorship Fees.

Sponsorship Fees will be due quarterly for the remainder of the contract with the first payment of the contract due within (30) thirty business days after given notice to proceed, subsequent to Governor and Council approval. Below is the schedule showing the fiscal year fees due:

	FY 2022	FY 2023
04-96-96-961017-7027-009-403669 Turnpikes Central Maintenance Sponsorship Fee	$48,750.00	$16,250.00
04-96-96-961017-7032-009-403669 Turnpikes Blue Star Maintenance Sponsorship Fee	$24,375.00	$8,125.00
04-96-96-961017-7037-009-403669 Turnpikes Spaulding Maintenance Sponsorship Fee	$24,375.00	$8,125.00

EXPLANATION

The Bureau of Turnpikes' (The Bureau) Motor Safety Patrol (MSP) program was established in the spring of 2010. The purpose was and continues to be to assist and provide service for Turnpike patrons experiencing motor vehicle problems while traveling on the Turnpike.

The Department operates the program utilizing revenue from a private vendor in return for advertising a sponsor's name on the MSP vehicle, as well as other marketing elements as indicated below.

The Bureau operates the specially equipped MSP vehicles on the Blue Star, the F.E.Everett and the Spaulding Turnpike approximately five (5) hours per day, Mon – Thurs and eight (8) hours Friday, Saturday & Sunday with some extended hours from the weekend prior to Memorial Day Weekend to the weekend after Labor Day Weekend for a total average of approximately 3,749 hours per year. The MSP vehicle provides immediate service

to disabled vehicles inside the patrol route. The Sponsorship helps to offset the costs required to operate the safety patrol that are paid from the Turnpike's Central, Blue Star and Spaulding Maintenance Accounts.

The Bureau's MSP Program consists of four (4) MSP vehicles, which are pick-up trucks with crew cabs that can accommodate five (5) passengers and utility bed bodies. The vehicle is equipped with fuel cells to replenish fuel-depleted vehicles, an impact wrench to remove lug nuts, a compressor to inflate soft tires, a floor jack, jumper cables, lock-out tools, water, push bumper, flares, state-of-the-art emergency lighting, State radio and cellular phone.

The sponsorship for this program is GEICO Insurance with Travelers Marketing managing the contract. The sponsorship will include, but is not limited to, annual revenue fee to the Bureau, the wrapping of the Bureau's MSP vehicle identifying the sponsorship, motorist handouts with MSP program information while incorporating the sponsor's digital customer response website and promoting a social media hashtag for general public feedback on MSP experiences, as well as the production of print graphics for MSP operator's hats and patches to be displayed on their safety vests. The Department will continue to maintain the existing twenty-one (21) informational highway signs identifying the NHDOT Safety Patrol and the sponsorship. The Department will update signs with the new GEICO logo. The Bureau's website will provide content about the safety patrol.

The contract will begin subsequent to approval by the Governor and Council, no earlier than December 1, 2021 and end November 30, 2022. This contract amendment is for a total of $130,000.00. The sponsorship provides $97,500.00 to the Department through FY 2022, and $32,500.00 for FY 2023.

The contract has been approved by the Attorney General as to form and execution. Copies of the fully executed contract are on file at the Secretary of State's office and the Department of Administrative Services office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that this resolution be approved.

Sincerely,

Victoria F. Sheehan
Commissioner

Attachments

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
MOTOR SAFETY PATROL
BUREAU OF TURNPIKES
CONTRACT AMENDMENT 1

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of Motor Safety Patrol Request for Proposal, on January 8 2020, Item #21 (herein after referred to as the "Agreement"), Travelers Marketing, LLC (VC #227453) (hereinafter referred to as "Contractor") agreed to supply certain services and sponsorship fees upon the terms and conditions specified in the Agreement and the Department of Transportation (hereinafter referred to as the "Department") acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 18 Amendment, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Parties now wish to amend the Agreement further as set forth in this First Amendment;

WHEREAS, the Contractor and the Department have agreed to amend the Agreement in certain respects:

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do agree as follows:

1. **General Provisions of the Agreement (Form P-37), is hereby amended as follows:**

   a. Amend Section 1.7 of the General Provisions of the Agreement by deleting the current Completion Date of 11/30/2021 and adding a new completion date of 11/30/2022.

   b. Amend Section 1.8 of the General Provisions of the Agreement by increasing the current Price Limitation of $260,000.00 by $130,000.00 to a new Price Limitation of $390,000.00.

2. **Exhibit B Price and Payment Schedule is hereby deleted and replaced as follows:**

   a. The Vendor shall pay the DEPARTMENT the Sponsorship fee in Quarterly installments as described in #2c below, the first within thirty (30) days after the Notice to Proceed, the second by March 1, 2022, the third by June 1, 2022 and the fourth by September 1, 2022.

   b. The total contract amendment fee shall not exceed One hundred- thirty Thousand Dollars and No Cents ($130,000.00).

   c. All payments due under this contract amendment to the DEPARTMENT shall be made Quarterly as described in 2.a. as following:

      04-096-096-961017-7027-009-403669 - Turnpikes Central Maintenance Sponsorship Fee $16,250.00

      04-096-096-961017-7032-009-403669 Turnpikes Blue Star Maintenance Sponsorship Fee $8,125.00

      04-096-096-961017-7037-009-403669 Turnpikes Spaulding Maintenance Sponsorship Fee $8,125.00

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
MOTOR SAFETY PATROL
BUREAU OF TURNPIKES
CONTRACT AMENDMENT 1

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

_____ Date: 10-25-21
Brian Lee, Managing Partner
Travelers Marketing, LLC

Corporate Signature Notarized:
STATE OF MA
COUNTY OF Plymouth

On this the 25th day of Oct, 2021, before me, Scott Kahungi, the undersigned Officer Brian Lee, personally appeared and acknowledged her/himself to be the President, of Travelers Marketing, a corporation, and that she/he, as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as President: Brian Lee

IN WITNESS WHEREOF I hereunto set my hand and official seal.

_____
Notary Public/Justice of the Peace

My Commission Expires: Oct 23 2026

SCOTT M. KAHUNGI
Notary Public
Commonwealth of Massachusetts
My Commission Expires October 23, 2026

(SEAL)

_____ Date: 11/9/21
Victoria F. Sheehan
Commissioner
State of New Hampshire Department of Transportation

_____ Date: 4/29/2021
Michael Tilney, Assistant Attorney General
Approval by Attorney General Office (Form, Substance and Execution)

_____ Date: _____

Approval by the Governor and Council

CERTIFICATE OF VOTE

(Corporation with Seal)

I, Mark Crowley, Chief Financial Officer of the
(Corporation Representative Name) (Corporation Representative Title)

Travelers Marketing, LLC, do hereby certify that:
(Corporation Name)

(1) I am the duly elected and acting Chief Financial Officer of the
(Corporation Representative Title)

Travelers Marketing, LLC, a Massachusetts corporation (the "Corporation");
(Corporation Name) (State of Incorporation)

(2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;

(3) I am duly authorized to issue certificates;

(4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the

25th day of October, 20 21, which meeting was duly held in accordance with

Massachusetts law and the by-laws of the Corporation:
(State of Incorporation)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Health and Human Services, providing for the performance by the Corporation of certain Motorist Service Patrol Sponsorship services, and that the President (any Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

The forgoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below

Brian Lee President Name

N/A Vice President Name

N/A Treasurer Name

IN WITNESS WHEREOF, I have hereunto set my hand as the Chief Financial Officer
(Title)

of the Corporation and have affixed its corporate seal this 25th day of October, 2021.

(Title)

(Seal)

Commonwealth
~~STATE~~ OF Massachusetts

COUNTY OF Middlesex

On this the 25th day of October, 2021, before me, Ann DeKruyff, the undersigned officer, personally appeared Mark Crowley, who acknowledge her/himself to be the CFO, of Travelers Marketing, LLC, a corporation, and that she/he as
(Title) (Name of Corporation)

such CFO being authorized to do so, executed the foregoing instrument for the
(Title)

purposes therein contained, by signing the name of the corporation by her/himself as CFO of Travelers Marketing LLC.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public/Justice of the Peace

My Commission expires: 11-18-2022

Ann M. DeKruyff
MY COMMISSION EXPIRES NOVEMBER 18, 2022
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

State of New Hampshire

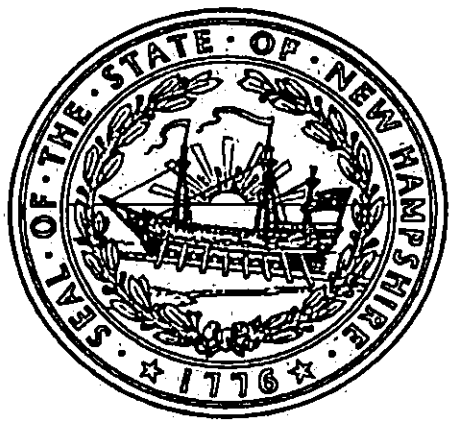
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRAVELERS MARKETING LLC is a Massachusetts Limited Liability Company registered to transact business in New Hampshire on June 14, 2012. 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: **672798**

Certificate Number: **0005461785**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 29th day of October A.D. 2021.

William M. Gardner

Secretary of State

TRAVMAR-01 LEEDE1

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/7/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Hoffman Insurance Services Inc
16 Laurel Ave
Wellesley, MA 02481

CONTACT NAME: Deborah Lee
PHONE (A/C, No, Ext): (781) 235-0087 FAX (A/C, No): (781) 235-6665
E-MAIL ADDRESS: dlee@hoffmaninsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Co.	19682
INSURER B : Hartford Casualty Insurance Co	29424
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Travelers Marketing LLC
47 Church St Ste 301
Wellesley, MA 02482

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR	X		08SBALR7314	4/15/2021	4/15/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY [ ] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	ANY AUTO			08SBALR7314	4/15/2021	4/15/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR			08SBALR7314	4/15/2021	4/15/2022	EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 3,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ]	N / A		08WECCG2628	8/14/2021	8/14/2022	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Professional Liability Policy has a $25,000 Retention per Claim.

If required in a written contract with the insured, the following applies to: The State of New Hampshire, Department of Transportation:

1. Additional Insured on the General Liability policy;
2. 30-Day Notice of Cancellation (except for nonpayment of premium) on the General Liability and Workers Compensation policies.

The State of New Hampshire is covered by the Workers Compensation Insurance.

CERTIFICATE HOLDER

State of New Hampshire Department of Transportation
Attn: Victoria Sheehan, Commissioner
PO Box 483
Concord, NH 03302-0483

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

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

Bureau of Turnpikes
October 18, 2019

REQUESTED ACTION

Authorize the Department of Transportation, Bureau of Turnpikes to enter into a contract with Travelers Marketing LLC, Wellesley, MA, (Vendor Code #227453) for sponsorship of the Bureau of Turnpikes Motor Safety Patrol along the Blue Star, the Central and the Spaulding Turnpike for a fee to be paid to the Bureau of Turnpikes in the amount of $260,000.00 to be effective upon Governor and Council approval through November 30, 2021, with the option to renew for five additional one-year periods subject to Governor and Council approval. Revenue is to be deposited into Turnpike Revenue Accounts. 100% Other Funds-Sponsorship Fees.

Sponsorship Fees will be due for the first year of the contract within (30) thirty business days after given notice to proceed, subsequent to Governor and Council approval, and will be due for the next year on the anniversary date of the contract "Effective Date".

	FY 2020	FY 2021	FY 2022
04-96-96-961017-7027-009-403669 Turnpikes Central Maintenance Sponsorship Fee	$65,000.00	$65,000.00	$0.00
04-96-96-961017-7032-009-403669 Turnpikes Blue Star Maintenance Sponsorship Fee	$32,500.00	$32,500.00	$0.00
04-96-96-961017-7037-009-403669 Turnpikes Spaulding Maintenance Sponsorship Fee	$32,500.00	$32,500.00	$0.00

EXPLANATION

The Bureau of Turnpikes' (The Bureau) Motor Safety Patrol (MSP) program was established in the spring of 2010. The purpose was and continues to be to assist and provide service for Turnpike patrons experiencing motor vehicle problems while traveling on the Turnpike.

The Department operates the program utilizing revenue from a private vendor in return for advertising a sponsor's name on the MSP vehicle, as well as other marketing elements as indicated below.

The Bureau operates the specially equipped MSP vehicles on the Blue Star, the Central and the Spaulding Turnpike approximately five (5) hours per day, Mon – Thurs and eight (8) hours Friday, Saturday & Sunday with some extended hours from the weekend prior to Memorial Day Weekend to the weekend after Labor Day Weekend for a total average of approximately 6,656 hours per year. The MSP vehicle provides immediate service to disabled vehicles inside the patrol route. The Sponsorship helps to offset the costs required to operate the safety patrol that are paid from the Turnpike's Central, Blue Star and Spaulding Maintenance Accounts.

The Bureau's MSP Program consists of four (4) MSP vehicles, which are pick-up trucks with crew cabs that can accommodate five (5) passengers and utility bed bodies. The vehicle is equipped with fuel cells to replenish fuel-depleted vehicles, an impact wrench to remove lug nuts, a compressor to inflate soft tires, a floor jack, jumper cables, lock-out tools, water, push bumper, flares, state-of-the-art emergency lighting, State radio and cellular phone.

The sponsorship for this program is State Farm Insurance with Travelers Marketing managing the contract. The sponsorship will include, but is not limited to, annual revenue fee to the Bureau, the wrapping of the Bureau's MSP vehicle identifying the sponsorship, motorist handouts with MSP program information while incorporating the sponsor's digital customer response website and promoting a social media hashtag for general public feedback on MSP experiences, as well as the production of print graphics for MSP operator's hats and patches to be displayed on their safety vests. The Department will be maintaining the existing ten (10) informational highway signs identifying the NHDOT Safety Patrol and the sponsorship. The Bureau's website will provide content about the safety patrol.

The Department advertised for proposals for sponsorship of the MSP program in the Manchester Union Leader on August 21 through August 23, 2019. Invitations to bid were also sent to twenty-six insurance companies who do business in New Hampshire. One sealed bid was received and publicly opened on September 19, 2019. Travelers Marketing, LLC was the sole bidder to provide sponsorship of the program as required in our proposal. The contract will begin subsequent to approval by the Governor and Council, no earlier than December 1, 2019 and end November 30, 2021. The contract is for a total of $260,000.00. The sponsorship provides $130,000.00 to the Department through FY 2020, and $130,000.00 for FY 2021.

The contract has been approved by the Attorney General as to form and execution. Copies of the fully executed contract are on file at the Secretary of State's office and the Department of Administrative Services office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that this resolution be approved.

Sincerely,

Victoria F. Sheehan

Victoria F. Sheehan
Commissioner

Attachments

NH Bureau of Turnpikes
Motor Safety Patrol
RFB TPK 2019-05
Bid Results
September 19, 2019 2:00pm

Sole Bidder

Bidder	Annual Sponsorship	Addendum Attached
Travelers Marketing	$130,000.00	Yes

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 Department of Transportation		1.2 State Agency Address PO Box 483, Concord NH 03302-0483	
1.3 Contractor Name Traveler's Marketing LLC		1.4 Contractor Address 47 Church St. Suite 301 Wellesley, MA 02482	
1.5 Contractor Phone Number 617-332-5363	1.6 Account Number 04-96-96-961017-XXXX-009-403669 See Exhibit B	1.7 Completion Date November 30, 2021	1.8 Price Limitation $260,000.00
1.9 Contracting Officer for State Agency Victoria F. Sheehan, Commissioner		1.10 State Agency Telephone Number 603-271-1484	
1.11 Contractor Signature [signature]		1.12 Name and Title of Contractor Signatory Stephen J. Cummings Managing Partner	

1.13 Acknowledgement: State of MA, County of NORFOLK

On Nov 13th 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace [Seal]

LAURA A. GEORGE-HYBRK
Notary Public
Commonwealth of Massachusetts
My Commission Expires August 24, 2022

[signature]

1.13.2 Name and Title of Notary or Justice of the Peace

1.14 State Agency Signature [signature] Date: 11/25/19	1.15 Name and Title of State Agency Signatory David Rodrigue Director of Operations

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: Emily C. Gray On: 12/13/19

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials TAC
Date 11/12/09

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials SK
Date 11/13/15

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials JC
Date 11/12/15

EXHIBIT A – CONTRACT DELIVERABLES
Contract Agreement RFB TPK 2019-05

1.0 MOTOR SAFETY PATROL (MSP) INTRODUCTION

The BOT's MSP program was established in the spring of 2010. The purpose was and continues to be to assist and provide service for Turnpike patrons experiencing motor vehicle problems while traveling on the Turnpike.

- The Safety Patrol will operate various times depending on the Turnpike as noted below:
  - Along I-95 from the Massachusetts state line to Exit 7 in Portsmouth and Spaulding Turnpike from the I-95 interchange to Exit 16 in Rochester starting the weekend prior to Memorial Day weekend to the weekend after Labor Day for the following hours:
    - Monday –Thursday 5:00 - 8:00 AM & 3:30 - 7:00 PM (26)
    - Friday – 5:00 – 8:00 AM & Noon - 8:00 PM (11)
    - Saturday – 9:00 AM – 5:00 PM (8)
    - Sunday – Noon – 8:00 PM (8)

Note: The I-95 Schedule will be subject to change during the I-95 Bridge construction Project #16189 Portsmouth, NH – Kittery, ME scheduled through May 2022 as needed.

  - Along I-95 and Spaulding Turnpike as noted above from the Sept to May outside the duration noted above for the following hours:
    - Monday – Thursday 5:00 - 8:00 AM & 3:30 - 7:00 PM (26)
    - Friday 5:00 - 8:00 AM & 3:30 – 8:00 PM (7.5)
  - Operate year round along Central Turnpike from the Massachusetts state line on the FEE to I93 Exit 14 in Concord with two trucks for the following hours. **Southern truck will operate from the Massachusetts state line to Bedford Toll and Northern truck will operate from Bedford Toll to Exit 14 in Concord.**
    - Monday –Thursday 5:00 - 8:00 AM & 3:30 - 7:00 PM (26)
    - Friday 5:00 - 8:00 AM & Noon* - 8:00 PM (*7.5 or 11)
    - Sunday Noon – 8:00 PM (8)

      *3:30 PM start time on Friday afternoons during the non-summer timeframe described above

MSP PATROL ROUTE AREA AND MILEAGE COVERED	
Blue Star Turnpike:	I-95 Massachusetts border to Maine border 16 Miles (Northbound & Southbound)
Spaulding Turnpike (NH 16):	I-95 interchange to Exit 16 in Rochester. 22 Miles (Northbound & Southbound)
Central Turnpike: Northern & Southern	Southern- Mass border to the Bedford Toll Plaza, 17 miles (Northbound & Southbound) Northern- Bedford Toll Plaza to Exit 14 in Concord 22 miles (Northbound & Southbound)

Travelers Marketing Initials: SJC

Date: 11/13/19

EXHIBIT A – CONTRACT DELIVERABLES
Contract Agreement RFB TPK 2019-05

The BOT MSP Program consists of four (4) MSP vehicles, which are pick-up trucks with crew cabs and utility bed bodies. The vehicles are equipped with fuel cells to replenish fuel-depleted vehicles, an impact wrenches to remove lug nuts, a compressor to inflate soft tires, a floor jack, jumper cables, lock-out tools, water, push bumper, flares, emergency lighting, State radio and cellular phone.

2.0 CONTRACT DOCUMENTS

This Contract is comprised of the following documents (Contract Documents):

A. P-37 – The Contract Agreement
B. Exhibit A- Contract Deliverables
C. Exhibit B- Price and Payment Schedule
D. Exhibit C- Special Provisions
E. Exhibit D – DOT RFB, Addendum and Q&A, by reference
F. Exhibit D- The Vendor Proposal, by reference
G. Exhibit E- Certificates and Attachments

2.1 ORDER OF PRECEDENT

In the event of conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern:

1. The State of New Hampshire, Department of Transportation Contract Agreement RFB-TPK 2019-05 (resulting Contract from the Request for Bid TPK 2019-05 for Sponsorship, once executed).
2. Final State Responses to Vendor Inquiries to RFB TPK 2019-05.
3. RFB TPK 2019-05 Sponsorship of the NHDOT Bureau of Turnpike's Motorist Safety Patrol 2019 dated August 19, 2019 with related attachments, appendices and Addendum #1.
4. Travelers Marketing's bid for RFB TPK 2019-05.

2.2 CONTRACT TERM

The Contract and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council of the State of New Hampshire approve this Agreement ("Effective Date").

The Contract shall begin on the Effective Date and extend through two (2) years ("Initial Term") and expire no later than November 30, 2021. The Sponsorship term may be extended by five (5) additional one (1) year terms ("Extended Term") at the sole option of the State, subject to the parties' prior written agreement, to continue at the "Initial Term" sponsorship amount with the same required governmental approvals, but not limited to, Governor and Executive Council of the State of New Hampshire approval, up to but not beyond November 30, 2026.

TRAVELERS MARKETING shall commence work upon issuance of a Notice to Proceed by the State.

Travelers Marketing Initials: SJC

Date: 11/13/19

3.0 COMPENSATION

CONTRACT PRICE

The Contract price, method of payment, and terms of payment are identified and more particularly described in Contract Exhibit B: *Price and Payment Schedule*.

4.0 CONTRACT MANAGEMENT

The Project will require the coordinated efforts of a Project Team consisting of both TRAVELERS MARKETING and State personnel. TRAVELERS MARKETING shall provide all necessary resources to perform its obligations under the Contract. TRAVELERS MARKETING shall be responsible for managing the Project to its successful completion.

4.1 TRAVELERS MARKETING's CONTRACT MANAGER

TRAVELERS MARKETING shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. TRAVELERS MARKETING's selection of TRAVELERS MARKETING Contract Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed TRAVELERS MARKETING Contract Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of TRAVELERS MARKETING's Contract Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

TRAVELERS MARKETING Contract Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as TRAVELERS MARKETING's representative for all administrative and management matters. TRAVELERS MARKETING's Contract Manager shall perform the duties required under the Contract. TRAVELERS MARKETING's Contract Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. TRAVELERS MARKETING's Contract Manager must work diligently and use his/ her best efforts on the Project.

TRAVELERS MARKETING shall not change its assignment of TRAVELERS MARKETING Contract Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of TRAVELERS MARKETING's Contract Manager shall not be unreasonably withheld. The replacement Contract Manager shall have comparable or greater skills than the TRAVELERS MARKETING Contract Manager being replaced; meet the requirements of the Contract, and be subject to reference and background checks. TRAVELERS MARKETING shall assign a replacement TRAVELERS MARKETING Contract Manager within ten (10) business days of the departure of the prior TRAVELERS MARKETING Contract Manager, and TRAVELERS MARKETING shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim TRAVELERS MARKETING Contract Manager.

Travelers Marketing Initials: SGC
Date: 4/23/19

Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare TRAVELERS MARKETING in default and pursue its remedies at law and in equity, if TRAVELERS MARKETING fails to assign a Contract Manager or meet the requirements and terms of the Contract.

TRAVELERS MARKETING's Contract Manager is:
Samuel McClain
V.P. of Sponsorship

Mailing Address:
Travelers Marketing
47 Church St. Suite 301
Wellesley, MA 02482
Tel: (407) 456-1917
Fax: (781) 237-3111
Email: smcclain@travelersmarketing.com

4.2 STATE'S CONTRACT MANAGER

The State shall assign a Contract Manager who shall function as the State's representative with regard to Contract administration. The State Contract Manager's duties shall include the following:

a. Leading the Project;
b. Engaging and managing all Contractors;
c. Managing significant issues and risks.
d. Invoice sign-offs as applicable;
e. Review and approval of change proposals; and
f. Managing stakeholders' concerns.

The State Contract Manager is:
Lisa J. Cummings
Department of Transportation
Bureau of Turnpikes
53 Regional Drive
Concord, NH 03301

Mailing Address:
Bureau of Turnpikes
PO Box 2950
Concord NH 03302-2950
Tel: (603) 485-3806
Fax: (603) 485-2107
Email: lcummings@dot.nh.gov

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Date: 6/13/19

4.3 REFERENCE AND BACKGROUND CHECKS

The State may, at its sole expense, conduct reference and background screening of TRAVELERS MARKETING Contract Manager. The State shall maintain the confidentiality of background screening results.

5.0 DELIVERABLES AND SERVICES

5.1 TRAVELERS MARKETING agrees to the following:

5.1.1 TRAVELERS MARKETING is responsible for the creation, production, installation and maintenance of all sponsorship and/or secondary sponsorship acknowledgements on the MSP vehicles and their replacements. Maintenance will consist of normal wear including weather. Repair beyond the TRAVELERS MARKETING control such as vehicle accidents shall be repaired by NHDOT BOT. The BOT and TRAVELERS MARKETING will schedule when sponsorship acknowledgement can be installed and/ or changed on the MSP vehicles. The sponsorship acknowledgement must be removable and will not be allowed on the passenger and driver's side door. This area is reserved for NHDOT logo. If the MSP vehicle is replaced by NHDOT, TRAVELERS MARKETING will be responsible for the removal and replacement of any sponsorship acknowledgement on the vehicles. TRAVELERS MARKETING will be responsible for any damages that are caused, directly or indirectly, by TRAVELERS MARKETING's installation, replacement or removal of the sponsorship acknowledgement.

5.1.2 All sponsorship acknowledgements including secondary sponsorships shall be submitted to the Bureau for approval thirty (30) days prior to installation. The BOT reserves the right to reject any sponsorship acknowledgement that is not considered to be appropriate and consistent with the Department's image and suited to public interest.

5.1.3 MSP vehicles shall need identification safety markings and emergency lighting at all times. The Bureau will work cooperatively with TRAVELERS MARKETING regarding all necessary markings and placement of advertising. The advertising shall not impair safety regulations.

5.1.4 Upon the conclusion or termination of the sponsorship agreement, TRAVELERS MARKETING will have the opportunity to remove their graphics within five (5) days of the termination or conclusion of the agreement. In the event the TRAVELERS MARKETING does not remove or refuses to remove their graphics within that time period, NHDOT BOT will remove the graphic and dispose of it appropriately.

5.1.5 TRAVELERS MARKETING shall be solely responsible for meeting all requirements, and terms and conditions specified in this Contract, regardless of whether or not a Subcontractor is used.

5.1.6 TRAVELERS MARKETING may subcontract Services subject to the provisions of the Contract. TRAVELERS MARKETING must submit all

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Date: 11/13/19

information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider TRAVELERS MARKETING to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

5.1.7 TRAVELERS MARKETING shall provide production of print graphics for MSP operator vests and hats, which remind assisted motorists of the innovative sponsorship between NHDOT and State Farm.

5.1.8 TRAVELERS MARKETING shall provide creation and production of motorists handouts with MSP program information while incorporating on the sponsor's digital customer response website (www.AssistPatrol.com) and promoting a social media hashtag (#AssistPatrol) to be used by the general public to share their MSP experiences with a larger audience.

5.1.9 TRAVELERS MARKETING shall coordinate any sponsorship participation at special events and periodic promotions of the MSP program through traditional media channels and new opportunities to engage the community and increase awareness of both services throughout the community while providing recognition of the sponsorship in all written material where MSP is featured.

5.1.10 Upon its submission of a Deliverable or Service, TRAVELERS MARKETING represents that it has performed its obligations under the Contract associated with the Deliverable or Service.

5.2 The NHDOT agrees to the following:

5.2.1 Four (4) MSP vehicles branded with the State Farm Advertising, at the sole expense of the Vendor. In the event that NHDOT adds additional MSP vehicles during the term of the Agreement, the State agrees to negotiate in good faith the amount of the sponsorship fee with the Vendor to extend the sponsorship program to the additional vehicle(s) under the terms and conditions of the Agreement.

5.2.2 NHDOT shall maintain the existing ten (10) Safety Patrol Informational highway signs at their sole expense. These signs are branded with State Farm Sponsorship at the sole expense of Traveler's Marketing. The locations of the signs are noted below:

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Date: 11/12/19

Sign	Road	Approx. Mile Location
Seabrook	I-95 NB	1.5
Portsmouth South	I-95 SB	15.5
Portsmouth North	NH16 NB	0.0
Dover	NH16 SB	13.0
Bedford FEET South	FEET SB	19.2
Bedford I293-FEET North	I-293 NB	4.6
Concord I93-FEET South	I-93 SB	37.8
Hooksett I-93-FEET North	I-93 NB	26.8
Hooksett I293-FEET South	I-293 SB	11.0
Nashua FEET North	FEET NB	0.2

5.2.3 NHDOT shall manufacture, install and maintain an additional six (6) Safety Patrol Informational highway signs at their sole expense. These signs are branded with State Farm Sponsorship at the sole expense of Traveler's Marketing. The locations of the signs shall be determined with TRAVELERS MARKETING. TRAVELERS MARKETING understands the final sign locations are subject to Federal Highway's Manual Uniform Traffic Control Devices (MUTCD) and in agreement with the parties.

5.2.4 NHDOT's Website shall include MSP sponsorship content and/or links on the Department website. The precise treatment will be developed collaboratively by NHDOT BOT and Travelers Marketing.

5.2.5 NHDOT agrees to participate with TRAVELERS MARKETING on special events and periodic promotions of the MSP program through traditional media channels and new opportunities to engage the community and increase awareness of both services throughout the community.

5.2.6 NHDOT will attempt to notify Travelers Marketing of any NHDOT related events that the Safety Patrol truck will be participating in.

Travelers Marketing Initials: SJC

Date: 4/10/19

6.0 TERMS AND DEFINITIONS

The following general contracting terms and definitions apply except as specifically noted elsewhere in this document.

Agency	"Agency" shall mean the Bureau or Department, both as defined herein.
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document.
Bureau	New Hampshire Department of Transportation (NHDOT), Bureau of Turnpikes, 53 Regional Drive Concord, Hooksett, NH 03106, Mailing Address: Bureau of Turnpikes, PO Box 2950, Concord NH 03302-2950
Completion Date	End date for the Contract
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities.
Contracted Vendor	The vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Contractor	The contracted Vendor who shall perform the duties and specifications of the Contract.
Department	An agency of the State – N.H. Department of Transportation
Digital Signature	Guarantees the unaltered state of a file
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.

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EOM	End of Month
Event of Default	Any one or more of the following acts or omissions of a Vendor shall constitute an event of default hereunder ("Event of Default") a. Failure to perform the Services satisfactorily or on schedule; and/or b. Failure to perform any other covenant, term or condition of the Contract
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Invoking Party	In a dispute, the party believing itself aggrieved
Licensee	The State of New Hampshire
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time
Proposal	The submission from a Vendor in response to the Request for a proposal or statement of work.
Review	The process of reviewing Deliverables for Acceptance
Review Period	The period set for review of a Deliverable. If none is specified, then the review period is fifteen (15) business days.
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A
State Data	Any information contained within State systems in electronic or paper format.

Travelers Marketing Initials: SPC

Date: 11/13/19

EXHIBIT A – CONTRACT DELIVERABLES
Contract Agreement RFB TPK 2019-05

State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
TBD	To Be Determined
Term	The duration of the Contract.
Transition Services	Services and support provided when the contracted vendor is supporting system changes.
Vendor/Vendors	The contracted individual, firm, or company that will perform the duties and Specifications of the contract.

Travelers Marketing Initials: SPR

Date: 4/23/19

EXHIBIT B – PRICE AND PAYMENT SCHEDULE
Contract Agreement RFB TPK 2019-05

1. The Vendor shall pay the DEPARTMENT the annual sponsorship fee within (30) thirty days after given notice to proceed. For all remaining years, the sponsorship fee shall be paid to the DEPARTMENT on the anniversary date of the contract "Effective Date".

    a. The Sponsorship Fee for each year of the "Initial Term" shall be $130,000.00

    b. The Sponsorship Fee for each subsequent year of the "Extended Term" shall be $130,000.00

2. The total contract price shall not exceed Two Hundred Sixty Thousand Dollars and No Cents ($260,000.00).

3. All payments due under this contract to the Department shall be made as following:

04-96-96-961017-7027-009-403669 Turnpikes Central Maintenance Sponsorship Fee	$65,000.00
04-96-96-961017-7032-009-403669 Turnpikes Blue Star Maintenance Sponsorship Fee	$32,500.00
04-96-96-961017-7037-009-403669 Turnpikes Spaulding Maintenance Sponsorship Fee	$32,500.00

Travelers Marketing Initials: JC

Date: 11/13/19

EXHIBIT C - SPECIAL PROVISIONS
Contract Agreement RFB TPK 2019-05

1. Add the following provision, Termination of Contract for Convenience to the General Provisions, P-37, as paragraph 25:

   The STATE reserves the right to terminate the work required of the Vendor by this contract at its convenience, and without cause, by written notice thereof provided to the Vendor. In the event of a termination of this contract for the STATE'S convenience, and without fault on the part of the Vendor, the Vendor shall be entitled to compensation for the full cost of its services for the work completed prior to the date of written notice of termination.

2. Replace the provision 12, Assignment, Delegation and Subcontracts, of the General Provisions, P-37 with the following language:

   TRAVELERS MARKETING shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve TRAVELERS MARKETING of any of its obligations under the Contract nor affect any remedies available to the State against TRAVELERS MARKETING that may arise from any event of default of the provisions of the Contract. The State shall consider TRAVELERS MARKETING to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

   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.

   In the event assignment, including Change of Control, by TRAVELERS MARKETING , the State shall have the option to continue under the Contract with TRAVELERS MARKETING, its successors or assigns for the full remaining term of the Contract; continue under the Contract with TRAVELERS MARKETING, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to TRAVELERS MARKETING, its successors or assigns.

Travelers Marketing Initials: TJP

Date: 11/13/19

EXHIBIT D – RFB, Addendum and Q&A
Contract Agreement RFB TPK 2019-05

NH Department of Transportation RFB TPK 2019-05 Sponsorship of the NHDOT Bureau of Turnpike's Motor Service Patrol dated August 19, 2019, with Addendum #1 dated September 11, 2019 and Responses to Vendor Questions RFB 2019-05 dated September 11, 2019 are included by reference as binding Deliverables to this Contract.

Travelers Marketing Initials: SJC

Date: 11/13/19

EXHIBIT E – VENDOR PROPOSAL, BY REFERENCE
Contract Agreement RFB TPK 2019-05

Travelers Marketing proposal to the Department of Transportation RFB TPK 2019-05 Sponsorship of the NHDOT Bureau of Turnpike's Motor Service Patrol dated September 19, 2019 is hereby incorporated by reference as fully set forth herein.

Travelers Marketing Initials: SP

Date: 11/13/19

EXHIBIT F – CERTIFICATES AND ATTACHMENTS
Contract Agreement RFB TPK 2019-05

Attached are:

A. Travelers Marketing's Certificate of Vote/Authority
B. Travelers Marketing's Certificate of Good Standing
C. Travelers Marketing's Certificate of Insurance

Travelers Marketing Initials: SK

Date: 11/0/19

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRAVELERS MARKETING LLC is a Massachusetts Limited Liability Company registered to transact business in New Hampshire on June 14, 2012. 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: 672798
Certificate Number: 0004609763

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 23rd day of October A.D. 2019.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

(Corporation with Seal)

I, Mark Crowley, Chief Financial Officer of the
(Corporation Representative Name) (Corporation Representative Title)

Travelers Marketing LLC, do hereby certify that:
(Corporation Name)

(1) I am the duly elected and acting Chief Financial Officer of the
(Corporation Representative Title)

Travelers Marketing LLC, a Massachusetts corporation (the "Corporation");
(Corporation Name) (State of Incorporation)

(2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;

(3) I am duly authorized to issue certificates;

(4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the

13th day of November, 2019, which meeting was duly held in accordance with

Massachusetts law and the by-laws of the Corporation:
(State of Incorporation)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Health and Human Services, providing for the performance by the Corporation of certain Motorist Service Patrol Sponsorship services, and that the President (any Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

The forgoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below

Stephen Cummings — President Name

N/A — Vice President Name

Stephen Cummings — Treasurer Name

IN WITNESS WHEREOF, I have hereunto set my hand as the Chief Financial Officer
(Title)

of the Corporation and have affixed its corporate seal this 13th day of November, 2019.

(Title)

(Seal)

STATE OF MASSACHUSETTS

COUNTY OF NORFOLK

On this the 13th day of NOV, 2019, before me, MARK CROWLEY, the undersigned officer, personally appeared with a VALID ID, who acknowledge her/himself to be the CFO, of TRAVELLERS MARKETING LLC, a corporation, and that she/he, as
(Title) (Name of Corporation)

such CFO being authorized to do so, executed the foregoing instrument for the
(Title)

purposes therein contained, by signing the name of the corporation by her/himself as Officer of TM LLC.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

LAURA COELHO-RYBAK
Notary Public
Commonwealth of Massachusetts
My Commission Expires August 24, 2023

Notary Public/Justice of the Peace

My Commission expires: 8/24/2023

TRAVMAR-01 LEEDE1

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/25/2019

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
Hoffman Insurance Services Inc
16 Laurel Ave
Wellesley, MA 02481

CONTACT NAME: Deborah Lee
PHONE (A/C, No, Ext): (781) 235-0087 FAX (A/C, No): (781) 235-6665
E-MAIL ADDRESS: dlee@hoffmaninsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Co.	19682
INSURER B : Hartford Casualty Insurance Co	29424
INSURER C : Beazley Insurance Company Inc	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Travelers Marketing LLC
47 Church St Ste 301
Wellesley, MA 02482

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		08SBALR7314	4/15/2019	4/15/2020	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			08SBALR7314	4/15/2019	4/15/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			08SBALR7314	4/15/2019	4/15/2020	EACH OCCURRENCE	$ 3,000,000
							AGGREGATE	$ 3,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		08WECCG2628	8/14/2019	8/14/2020	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liab			V27108190101	5/3/2019	5/3/2020	Claim/Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Professional Liability Policy has a $25,000 Retention/Claim.

If required in a written contract with the insured, the following applies to: The State of New Hampshire, Department of Transportation:

1. Additional Insured on the General Liability policy;
2. 30-Day Notice of Cancellation (except for nonpayment of premium) on the General Liability and Workers Compensation policies.

The State of New Hampshire is covered by the Workers Compensation Insurance.

CERTIFICATE HOLDER

State of New Hampshire Department of Transportation
Attn: Victoria Sheehan, Commissioner
PO Box 483
Concord, NH 03302-0483

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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