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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".

	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>
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.

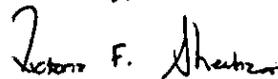
The sponsorship for this program is State Farm Insurance with Travelers Marketing managing the contract. The sponsorship will include, but is not limited to, annual revenue fee to the Bureau, the wrapping of the Bureau's MSP vehicle identifying the sponsorship, motorist handouts with MSP program information 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  
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

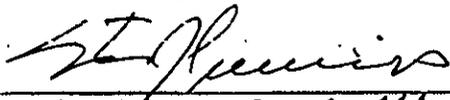
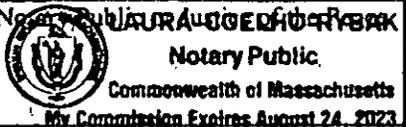
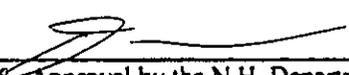
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 		1.12 Name and Title of Contractor Signatory Stephen J. Cummings Managing Partner	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>NORFOLK</u> On <u>Nov 13<sup>th</sup> 2019</u> , 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  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory David Rodrigue Director of Operations	
Date: <u>11/25/19</u>			
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: <u>Emily C. Garing</u>		On: <u>12/13/19</u>	
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

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 \$1,000,000 per 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.

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.

**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

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

Date: 11/13/19

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

**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:   JGL  

Date:   4/2/19

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

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](mailto: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](mailto:lcummings@dot.nh.gov)

Travelers Marketing Initials:   sge  

Date:   2/13/19

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

**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

Travelers Marketing Initials: SPC

Date: 11/13/19

## EXHIBIT A – CONTRACT DELIVERABLES

### Contract Agreement RFB TPK 2019-05

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](http://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:

Travelers Marketing Initials: SGC

Date: 11/17/13

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

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: SPC  
 Date: 11/15/19

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

**6.0 TERMS AND DEFINITIONS**

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

<b>Agency</b>	"Agency" shall mean the Bureau or Department, both as defined herein.
<b>Agreement</b>	A contract duly executed and legally binding.
<b>Appendix</b>	Supplementary material that is collected and appended at the back of a document.
<b>Bureau</b>	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
<b>Completion Date</b>	End date for the Contract
<b>Contract</b>	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.
<b>Contract Conclusion</b>	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.
<b>Contract Documents</b>	Documents that comprise this Contract
<b>Contract Managers</b>	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.
<b>Contracted Vendor</b>	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.
<b>Contractor</b>	The contracted Vendor who shall perform the duties and specifications of the Contract.
<b>Department</b>	An agency of the State – N.H. Department of Transportation
<b>Digital Signature</b>	Guarantees the unaltered state of a file
<b>Effective Date</b>	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.

Travelers Marketing Initials: SM  
 Date: 4/12/19

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

<b>EOM</b>	End of Month
<b>Event of Default</b>	Any one or more of the following acts or omissions of a Vendor shall constitute an event of default hereunder (“Event of Default”) <ul style="list-style-type: none"> <li>a. Failure to perform the Services satisfactorily or on schedule; and/or</li> <li>b. Failure to perform any other covenant, term or condition of the Contract</li> </ul>
<b>Firm Fixed Price Contract</b>	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
<b>Governor and Executive Council</b>	The New Hampshire Governor and Executive Council.
<b>Invoking Party</b>	In a dispute, the party believing itself aggrieved
<b>Licensee</b>	The State of New Hampshire
<b>Normal Business Hours</b>	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
<b>Notice to Proceed (NTP)</b>	The State Contract Manager’s written direction to the Vendor to begin work on the Contract on a given date and time
<b>Proposal</b>	The submission from a Vendor in response to the Request for a proposal or statement of work.
<b>Review</b>	The process of reviewing Deliverables for Acceptance
<b>Review Period</b>	The period set for review of a Deliverable. If none is specified, then the review period is fifteen (15) business days.
<b>Services</b>	The work or labor to be performed by the Vendor on the Project as described in the Contract.
<b>State’s Confidential Records</b>	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
<b>State Data</b>	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**

<b>State Fiscal Year (SFY)</b>	The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year
<b>Subcontractor</b>	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
<b>TBD</b>	To Be Determined
<b>Term</b>	The duration of the Contract.
<b>Transition Services</b>	Services and support provided when the contracted vendor is supporting system changes.
<b>Vendor/Vendors</b>	The contracted individual, firm, or company that will perform the duties and Specifications of the contract.

Travelers Marketing Initials: SPR  
 Date: 4/3/19

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

Travelers Marketing Initials:   J/C  

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:   TJM  

Date:   11/13/16

**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: SGP

Date: 4/13/19

**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: SR

Date: 11/2/19

# State of New Hampshire

## Department of State

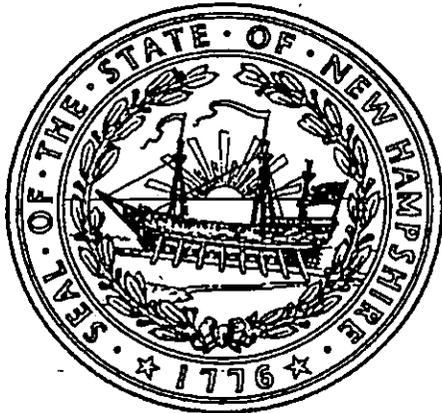
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### CERTIFICATE

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.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

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.

[Signature]  
(Title)

(Seal)

STATE OF MASSACHUSETTS

COUNTY OF NORFOLK

On this the 13<sup>th</sup> 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

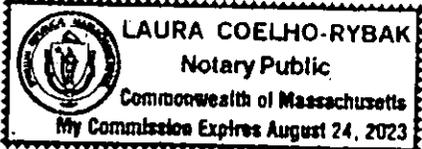
she/he, as (Title) (Name of Corporation)

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.



[Signature]  
Notary Public/Justice of the Peace

My Commission expires: 8/24/2023



TRAVMAR-01

LEEDE1

# 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		08SBALR7314	4/15/2019	4/15/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per 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 <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			08SBALR7314	4/15/2019	4/15/2020	COMBINED SINGLE LIMIT (Per accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> 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) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	08WECCG2628	8/14/2019	8/14/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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.

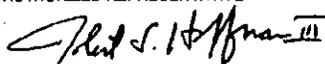
If required in a written contract with the Insured, the following applies to: The State of New Hampshire, Department of Transportation:

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

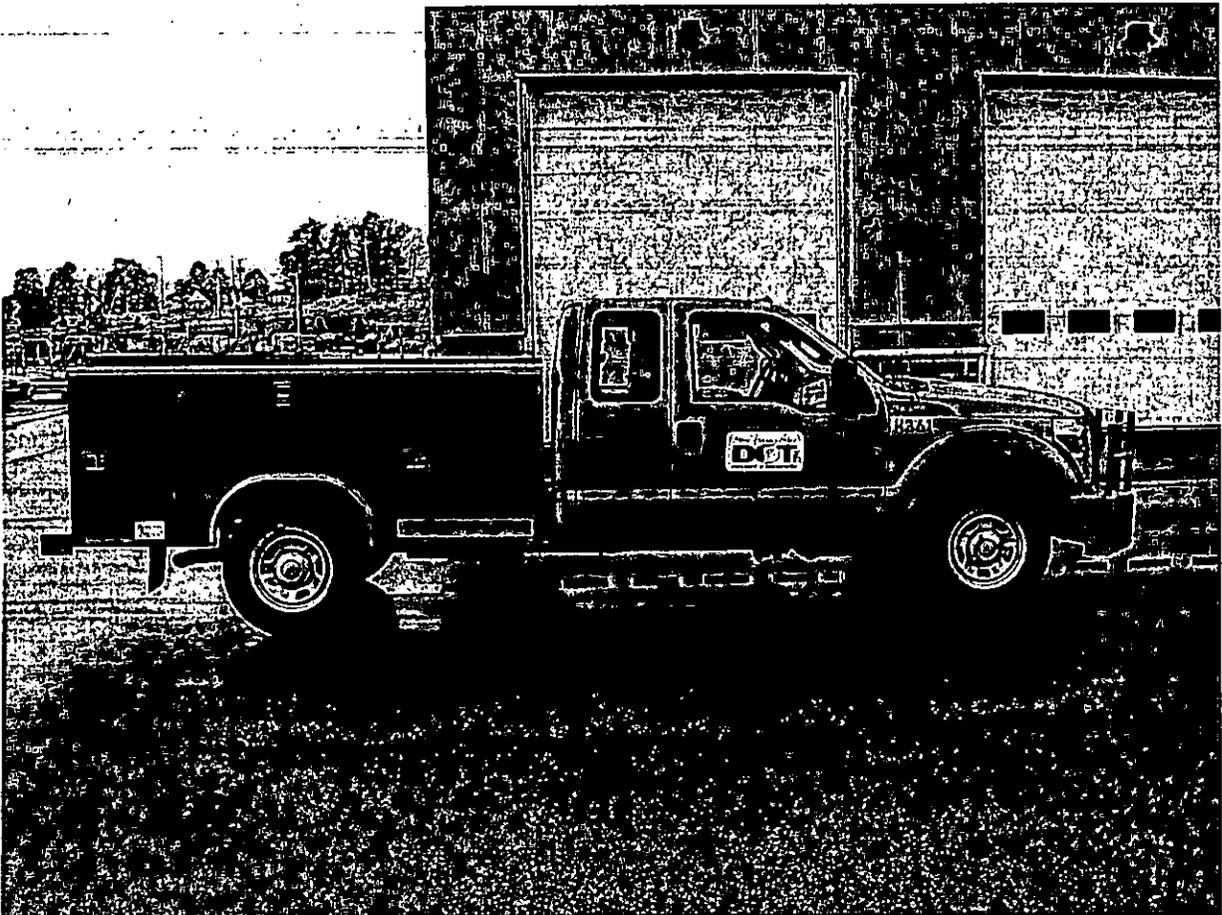
### CANCELLATION

State of New Hampshire Department of Transportation Attn: Victoria Sheehan, Commissioner PO Box 483 Concord, NH 03302-0483	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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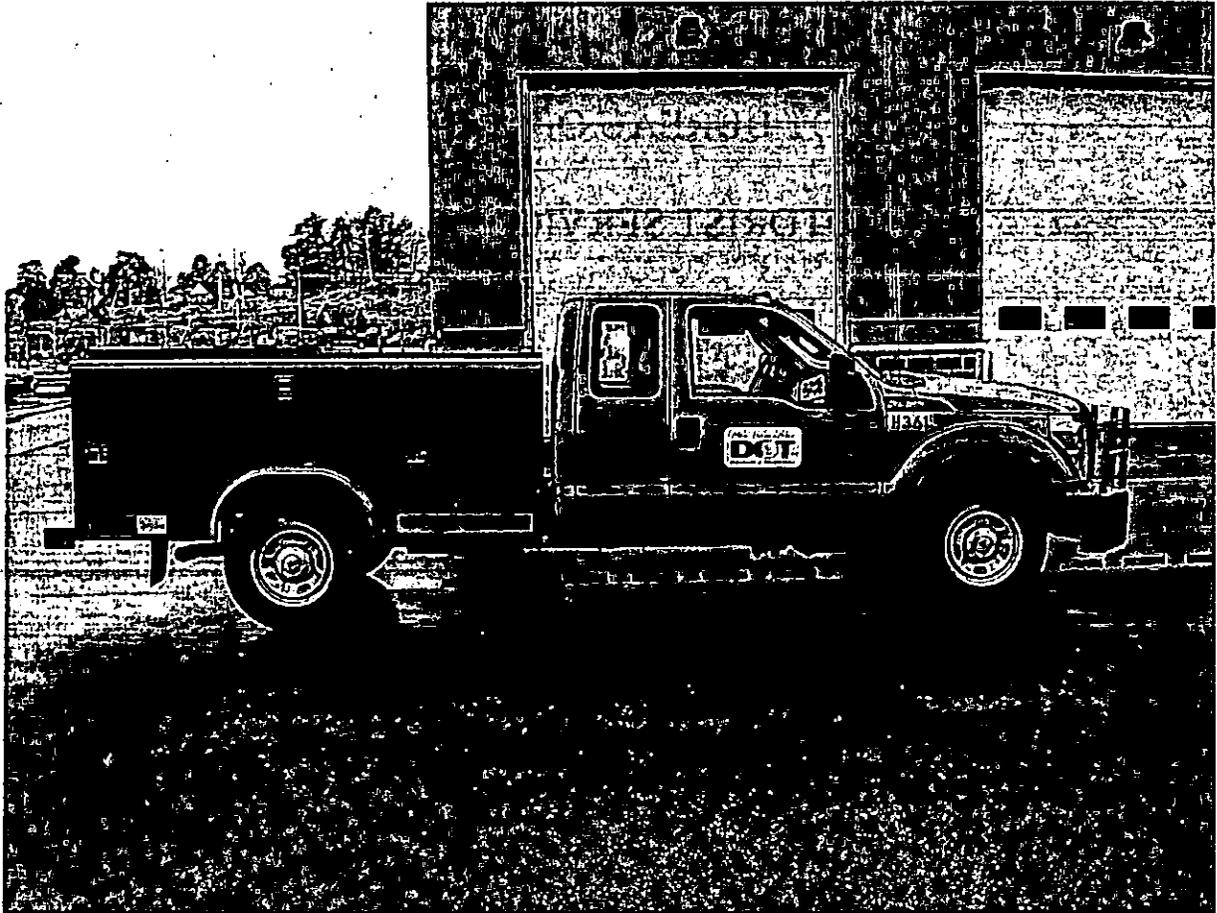
REQUEST FOR BID  
(RFB TPK 2019-05)

FOR THE  
SPONSORSHIP OF THE  
NHDOT BUREAU OF TURNPIKE'S  
MOTORIST SERVICE PATROL

2019



**NHDOT Motorist Service Patrol Vehicle**



## Table of Contents

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Section II	General Requirements and Conditions of Motorist Service Patrol Sponsorship
Section III	Sponsorship Selection Process
Section IV	Sponsorship Proposal Form
Section V	Motorist Service Patrol and Bureau of Turnpike Statistics
Section VI	Motorist Service Patrol Truck Vehicle Specifications
Section VII	Future Concepts
Section VIII	Complimentary Letters
Section IX	Appendix

## Section I: Introduction

This contract bid document is issued by the NHDOT Bureau of Turnpike (BOT) to seek an official sponsor (the Vendor) of the BOT Motorist Service Patrol program (MSP). It is the BOT's intent to enter into an agreement with the highest bidding vendor above the minimum guarantee amount as determined by the BOT. See Section II Contract Terms.

The highest bidding Vendor above the minimum stated guarantee amount will become the official Sponsor of the BOT's MSP program.

The official sponsorship of the BOT's MSP Program shall include the costs of swapping out all of the Vendor's logo/trademark/branding/wrapping and/or marketing message (Advertising) during the contract on all of the dedicated MSP vehicles as well as the removal at the termination of the contract by the Vendor.

The Vendor's Advertising will be officially included in or on the following:

- The four (4) MSP vehicles.
- Signage will be posted on the Turnpike advising motorists of MSP sponsorship in accordance with official highway signage rules and regulations.
- All written material where MSP is featured.
- Reference to MSP on the BOT's website (<http://www.nh.gov/dot/org/operations/turnpikes/index.htm.com>) will include sponsorship.
- Customer informational and satisfaction handouts will be supplied by the Vendor and note the sponsorship.

### Motorist Service Patrol 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

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

### **Motorist Service Patrol**

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.

## **History of the NHDOT – Bureau of Turnpike (BOT)**

### ***General Description***

The Turnpike System presently consists of 89 miles of limited access highway, 36 miles of which are part of the U.S. Interstate Highway System. The Turnpike System comprises a total of approximately 656 total lane miles. Since beginning operations in 1950, the Turnpike System has contributed significantly to the economic development of New Hampshire, providing mobility for goods and services, while also playing a major role in the growth of the tourism industry in the State. The Turnpike System is comprised of three limited access highways: The Blue Star Turnpike (I-95) and the Spaulding Turnpike, which are collectively referred to as the Eastern Turnpike, and the F.E. Everett Turnpike, also known as the Central Turnpike.

The Hooksett Welcome Centers along I-93, NB and SB, feature a 24-hour country store, a food court featuring a 1950's Hi Way Diner, Quick Service Restaurant (Country Deli/sandwich shop, pizza and burger shop and a Village Bakery/Coffee Shop). Other services include an Irving Oil gas station with 16 pumps, a NH Bank (NB side only), with expanded bathrooms and parking. Additionally, a 20,000 square foot Liquor and Wine Outlet operated by the State's Liquor Commission and a visitor/tourist desk operated by the Department of Business and Economic Affairs are located within each facility. The Seabrook Welcome Center along I-95 NB provides a tourist/visitor information desk, bathrooms and vending machines. Motorist services are located near most interchanges on the Turnpike System and are privately operated. State operated liquor stores are also located at two sites along the Blue Star Turnpike (I-95).

### ***The Eastern Turnpike***

#### **Blue Star Turnpike (I-95)**

The Blue Star Turnpike segment of the Turnpike System extends from the Massachusetts state line in Seabrook, New Hampshire to the Maine state line in Portsmouth, New Hampshire. It is 16.2 miles in length and constitutes a portion of U.S. Interstate Highway 95.

The Blue Star Turnpike serves as the major connecting road between the states of Maine and Massachusetts. It also parallels the seacoast and, as such, is the major artery for tourist traffic to the New Hampshire coast from Massachusetts and Maine. The route also connects with several major highways in New Hampshire, including Route 101, Route 4 and the Spaulding Turnpike. Two toll plazas are located in Hampton, one for main line traffic and one for vehicles entering and leaving the Turnpike System at NH Route 101. Hampton also has both a maintenance and park and ride facility to encourage car-pooling.

#### **Spaulding Turnpike**

The Spaulding Turnpike segment of the Turnpike System, extends from the traffic circle in Portsmouth, New Hampshire to Exit 18 in Milton, New Hampshire. It is 33.2 miles in length and is the major north-south artery in the eastern corridor of the state.

This segment of the Turnpike System connects the Blue Star Turnpike (I-95) to NH 16 (the major roadway to northern New Hampshire in the eastern portion of the state), and it connects the major cities of eastern New Hampshire (Portsmouth, Dover and Rochester) as well as several major highways (US 4, NH 16, NH 125, and I-95).

It has two toll plazas located in Dover and in Rochester, two maintenance facilities also located in Dover and Rochester, and a park and ride facility at Exit 9 in Dover. In addition, for the convenience of the Turnpike System patrons, park and picnic facilities are provided at Hilton Park in Dover.

**F.E. Everett Turnpike (Central Turnpike)**

The F.E. Everett Turnpike, commonly known as the Central Turnpike, extends from the Massachusetts state line in Nashua, New Hampshire to Exit 14 in Concord, New Hampshire. It is 39.5 miles in length and constitutes a portion of U.S. Interstate Highways 93 and 293. The Central Turnpike connects three urban centers in New Hampshire (the cities of Concord, Manchester, and Nashua). The route also intersects with the major east-west roads of Route 101, Route 4 and I-89.

Five toll plazas are located on the Central Turnpike: two at Hooksett (main line and ramp), a main line plaza in Bedford, and ramp plazas at Exit 11 and Merrimack Industrial Interchange in Merrimack. There are maintenance facilities in Nashua, Merrimack and Hooksett. Park and Ride facilities are provided in Hooksett and Nashua. In addition, there are two full service Welcome Centers facilities that includes the sale of gas located both Northbound and Southbound in Hooksett for the convenience of Turnpike System patrons.

Traffic Statistics

**Blue Star Turnpike (I-95)**

	<u>AADT</u>
Southern section (vicinity of exit 1):	98,783
Central section (Hampton off plazas):	70,410
Northern section (vicinity of exit 7):	81,954

**Spaulding Turnpike**

Southern section (Little Bay Bridge):	70,054
Northern section (vicinity of exit 9):	48,594

**F.E. Everett Turnpike (Central Turnpike)**

Nashua between Exits 5&6	125,001
Bedford Toll	49,466
Hooksett Toll	77,846

## **Section II: General Requirement and Conditions of the MSP Sponsorship Proposal**

### **Site Visit**

A site visit to view the vehicle can be provided on August 28, 2019 if requested. Please contact Dix Bailey by August 26, 2019 3:30 PM to make arrangements.

**Dix Bailey  
Maintenance Supervisor, Bureau of Turnpikes  
(603) 485-3806**

### **Questions Regarding the Contract bid document**

The Vendor should carefully examine the requirements of the Contract bid document. The Vendor may request in writing, clarification of any provision of this Contract bid document. Questions on the part of perspective vendor shall be sent in writing to the BOT no later than August 30, 2019 and please send these questions by Fed Ex, DHL or UPS to:

**Business Administrator  
Bureau of Turnpikes  
53 Regional Dr,  
Concord, NH 03301**

All written questions or requests for clarification may also be sent by facsimile transmission to (603) 485-2107

Failure on the part of any Vendor to receive an answer to any such question or request for clarification shall not relieve such respondents from the requirements of this Contract bid document.

### **Bid Preparation**

Proposals in response to this bid must be received no later than 2:00 PM EST on September 11, 2019 at the following address:

**Business Administrator  
Bureau of Turnpikes  
53 Regional Dr,  
Concord, NH 03301**

**All bids must be hand delivered or delivered via FedEx, DHL, or UPS. The U.S. Postal Service doesn't deliver to this address.**

## **Contract Term**

The existing Sponsorship contract ends on November 30, 2019.

The Vendor shall be fully prepared to commence work after full execution of the Sponsorship Contract by the parties, and receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval ("Effective Date").

The Vendor's initial term will begin on the Effective Date and extend through three (3) years ("Initial Term") and expire no later than November 30, 2022. The Sponsorship term may be extended by two (2) additional two (2) year terms ("Extended Term") subject to the sole option of the State 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.

The Vendor shall commence work upon issuance of a Notice to Proceed (NTP) by the State.

## **Sponsorship Fee**

The winning Vendor will be responsible for paying the BOT the annual sponsorship fee within (5) five business days after given notice to proceed. For all remaining years, the sponsorship fee will be paid to the BOT on the anniversary date of the contract approximate date. The BOT intends to enter into a contract with the highest eligible responsive and responsible bidder above the minimum guarantee amount. The BOT reserves the right to suspend, withdraw, amend or supplement this document contract including all appendices, exhibits, and addenda, at any time prior to the opening of bids. Bidders are hereby notified that no officer, agent or employee of the BOT is authorized to amend any provision contained in the proposal unless such amendment is put into the form of an addendum and posted on our website. The BOT reserves the right to reject any bid not submitted in conformance with the requirements stated herein or which it deems non-responsive or non-responsible.

The BOT reserves the right to waive any deviation or defect in a bid if, in the BOT's sole judgment, such deviation or defect is not material to the substance of the bid.

This bid document is not an offer. The BOT reserves the right to reject any and all bids if it is in the BOT's interest to do so. The BOT's decision with respect to the award of a contract under this bidding process shall be final. The BOT intends to enter into a contract with the highest eligible responsive and responsible bidder above the minimum guarantee amount. A responsive bidder is one who has submitted a bid which conforms in all material respects with the BOT's stated specifications, terms and conditions, evaluation criteria and the proper completion of any necessary submissions, documents and forms. A responsible bidder is one who has demonstrated the capability to perform fully all of the bid requirements with the integrity and reliability to ensure good faith performance. Current ability to perform and past performance will be taken into consideration in determining responsibility.

The sponsorship organization must comply with Federal and State laws prohibiting discrimination based on race, religion, color, age, sex, national origin, and other applicable laws.

### **Surety Bond – Letter of Commitment**

Respondents must submit a Letter of Commitment from an insurance company, indicating that a Surety Bond will be issued in the amount of one hundred percent (100%) of the guaranteed sponsorship payment to the BOT, for the three-year contract. The insurance company must be licensed by the New Hampshire Division of Insurance.

### **Sponsorship Acknowledgement**

The Vendors are responsible for the creation, production, installation and maintenance of all sponsorship and/or secondary sponsorship acknowledgements on the MSP vehicles and their replacements. The BOT and the Vendor 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, the Vendor will be responsible for the removal and replacement of any sponsorship acknowledgement on the vehicles. Vendors will be responsible for any damages that are caused, directly or indirectly, by the Vendor's installation, replacement or removal of the sponsorship acknowledgement.

### **Sponsorship Acknowledgement Approval**

All sponsorship acknowledgements including secondary sponsorships will be submitted to the BOT for review and 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.

### **Safety Restrictions**

MSP vehicles will need identification safety markings and emergency lighting at all times. The BOT will work cooperatively with Vendor regarding all necessary markings and placement of advertising. The advertising cannot impair safety regulations.

### **P-37 Contract**

The CONTRACTOR agrees to all of the requirements of the P-37 contract (Appendix A). The P-37 is the official contract used by the DEPARTMENT.

### **Section III: Sponsorship Selection Process**

A Sponsorship contract will be awarded to the Vendor with the highest bid above the minimum guarantee.

First, a review of all proposals will be conducted in order to determine the highest bidder. The BOT may disqualify proposals that are deemed incomplete or non-responsive.

Second, a verification of Surety Bond and / or Letter of Commitment from an insurance Company will be acquired.

Last, the successful Vendor will be notified.

**Section IV: MSP Sponsorship Proposal Form**

1. **Submission:** Proposal must be received at Bureau of Turnpike by **2:00 PM EST, September 11, 2019** and addressed to:

**Business Administrator  
Bureau of Turnpikes  
53 Regional Dr,  
Concord, NH 03301**

This form and all other attachments must be stapled together. Three (3) copies of the proposal form with all attachments must be submitted in a sealed envelope plainly marked: "Bid for Motorist Service Patrol, NHDOT, Bureau of Turnpikes". If you have any questions completing the form, please contact the Business Administrator at (603)-485-3806.

**The minimum guaranteed annual MSP sponsorship amount is \$75,000.00.  
The term of the sponsorship is three (3) years with an additional two (2) years optional.**

2. Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Cell: \_\_\_\_\_ Email: \_\_\_\_\_

By (Signature): \_\_\_\_\_ Witness: \_\_\_\_\_

Name (Printed) \_\_\_\_\_ (Printed): \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**Annual Sponsorship Amount (in words and numbers):**

**\$ \_\_\_\_\_**

**(for four MSP operating approximately 6656 hrs. per year)**

## Section V: MSP and BOT Statistics

### MSP Statistics (2018)

- The MSP Program assisted approximately 3331 patrons in 2018.
- The MSP Program assisted approximately 207 patrons in December, 2018.
- The MSP Vehicles traveled approximately 334,041 miles in 2018.

### BOT Statistics

- Total vehicles traveling between May thru September through the following Toll Plazas were:
  - Hampton Toll Plaza 12,909,940
  - Bedford Toll Plaza 8,086,926
  - Hooksett Toll Plaza 13,111,618

### Traffic Statistics

#### Blue Star Turnpike (I-95)

	<u>ADDT</u>
Southern section (vicinity of exit 1):	98,783
Central section (Hampton off plazas):	70,410
Northern section (vicinity of exit 7):	81,954

#### Spaulding Turnpike

Southern section (Little Bay Bridge):	70,054
Northern section (vicinity of exit 9):	48,594

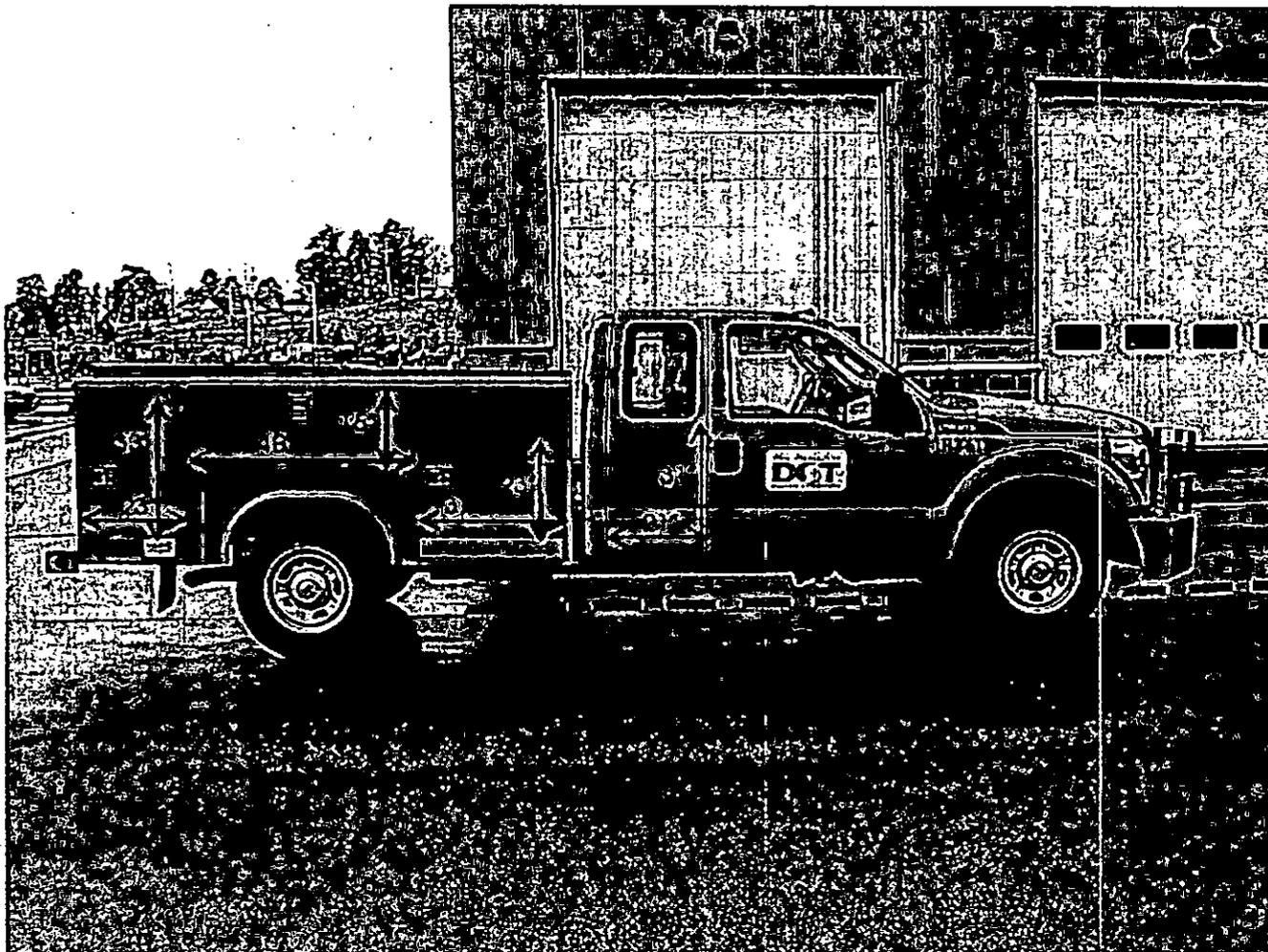
#### F.E. Everett Turnpike (Central Turnpike)

Nashua between Exits 5&6	125,001
Bedford Toll	49,466
Hooksett Toll	77,846

### Ownership/Operation

The BOT owns / operates all the MSP vehicles. MSP personnel are employees of the BOT and the MSP Program is managed solely by the Bureau (no service contractors/third parties are involved).

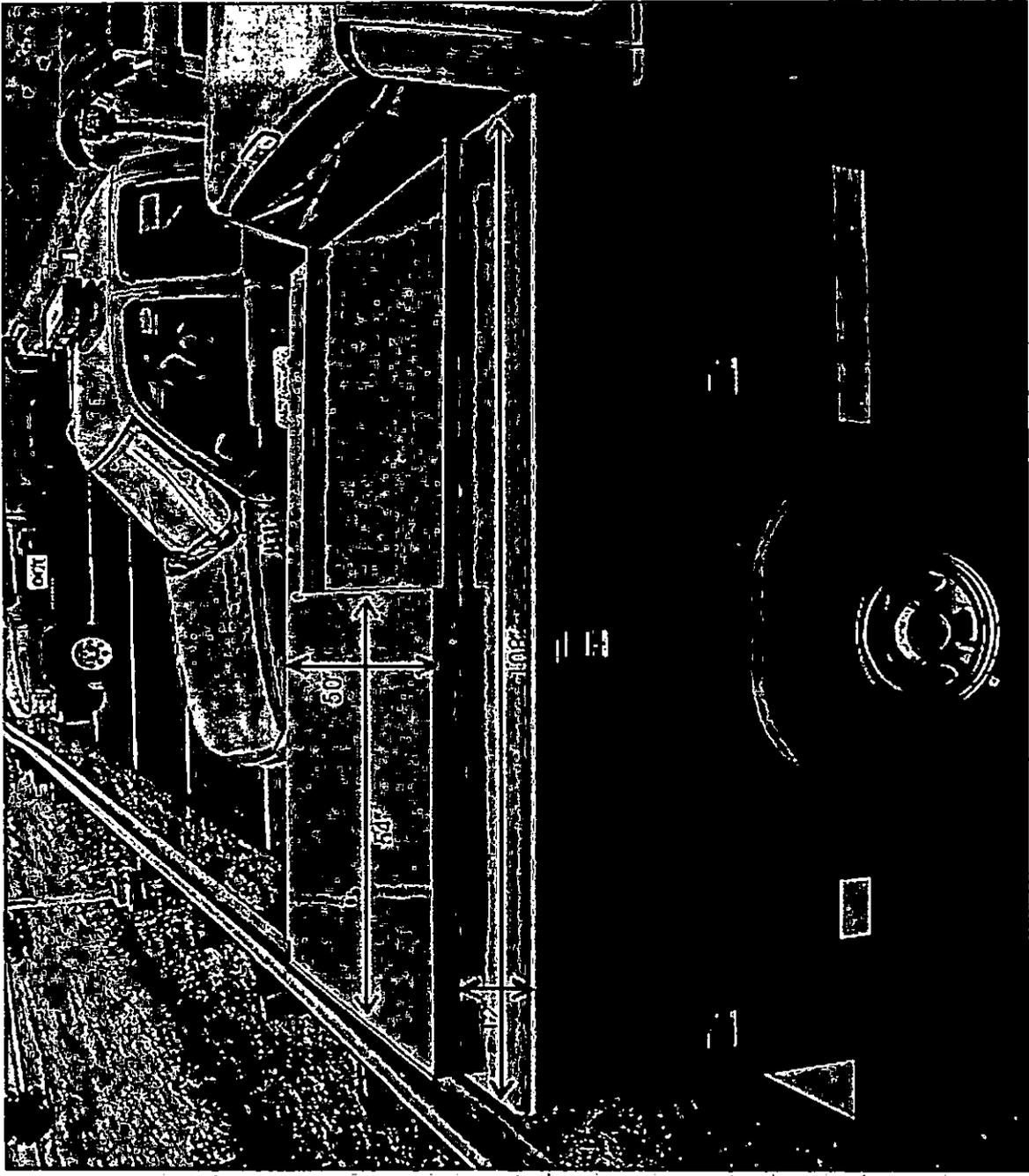
**Section VI**  
**ESP Truck Vehicle Specifications**  
**and**  
**Additional Photographs**



MSP Vehicle Specifications  
(could vary slightly depending model of service truck)  
Bumper to Bumper 266"  
Hood 70" Wide x 41" Long  
Roof 56" Wide x 48" Long  
Weight 6051 Lbs  
Wheelbase 162"  
Width 78.50"

## MSP Truck Vehicle Specifications –Front and Rear





## **Section VII: Future Concepts**

- The Vendor may request the BOT to consider having the MSP employees hand out a “Thank you / care package” or facimile after servicing the patron. ie. (Package could include samples, coupons and or informational pamphlets)
- The Vendor may request the BOT to consider cross advertising promotions which could include toll collector handouts, EZPass statement advertising, website advertising and/or product sampling or product promotions at the Bureau of Turnpikes Welcome Centers or Rest Areas.
- The Vendor may request the BOT to feature the MSP vehicle at off turnpike site events ie. promotional events, trade shows, car shows and/or safety awareness events.

**Section VIII: Excerpts from Complimentary Letters from 2018**

**"I ran out of gas on I95. Chris saw me with a police officer and my hood up. The officer wanted me to pay a tow company to bring me fuel, but Chris was able to give me gas on the spot for free. He stopped and had to get his vehicle across the busy highway over to me on the median. He was INCREDIBLY kind and helpful. I wish EVERYONE I dealt with was as good as him! As a state representative, I happen to know that DOT employees have had some issues with getting their contracts through. Where would we be without them? Stranded! Please send this note and my affectionate regards along to Chris!"**

**"As I was waiting along the side of 93 south-bound just past the Hookset tolls for my roadside assistance provided by my insurance company, a DOT truck pulled up behind me and within 10 minutes I was back on the road!! Very kind and friendly and would not accept a tip! I am very thankful for the help provided."**

**"I had a flat on the Spaulding Turnpike between exits 14 & 13 Southbound. He saw my flashers, parked his truck to protect me and my vehicle, and came and asked if I needed help. He, Francis Sinclair, was courteous and professional. He changed the tire very quickly. He would not accept a tip. I wish I could reward him in some way."**

**"My right front tire blew out while I was driving on Route 93 last night. I was able to get off at the next exit and pull way over onto the shoulder. It seemed like only seconds that the Safety Patrol truck pulled up behind me. The Driver's name is Julian and he got my tire changed quickly and got me safely back on the road. A huge thank you to him and to the State Farm Assist Patrol Program."**

**"I was heading home from work from Dover NH. Pitch black night on the Spaulding Northbound and, as it turns out, my fuel pump failed and I lost all power to the car. I was barely able to get the car passed the white line and out of heavy fast moving traffic. I'm in a black car, the flashers are starting to dim from lack of battery and I'm in a real situation. I got out of the car, thinking I didn't want to be in it when it was hit. And then I realize, I'm wearing a black coat. Nobody sees me. Anyway, as I'm wrapping up my call to AAA, I see Martin Whelan pulling up behind my car with his truck and yellow flashers that scream out to travelers that they to slow down and give some space....what a service!! He even had me climb up in the cab so I so I could stay warm until the flatbed got there. Frankly, you never really pay attention to your trucks until the moment you need it. But on this particular night, I needed some help and help arrived in the form of Mr. Whelan. He stayed with me until the flatbed came and assisted the driver making sure he could do his job in safety. First class service and its MUCH appreciated!! Keep up the good work! Merry Christmas! THANK YOU MARTIN!!"**

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION**

**PROPOSAL BID FOR MOTOR SERVICE PATROL**

September 11, 2019

**ADDENDUM NO. 1**

Bidders are advised to make the following revisions to the Proposal:

1. **Replace**, Section II: General Requirement and Conditions of Motor Service Patrol Sponsorship – Bid Preparation, replace the first paragraph to read:

Proposals in response to this bid must be received no later than 2:00 PM EST on September 19, 2019 at the following address:

2. **Replace**, Section II: General Requirement and Conditions of Motor Service Patrol Sponsorship – Contract Term, replace the second paragraph to read:

The Vendor's initial term will begin on the Effective Date and extend through three (3) years ("Initial Term") and expire no later than November 30, 2022. The Sponsorship term may be extended by two (2) additional two (2) 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.

3. **Replace**, Section II: General Requirement and Conditions of Motor Service Patrol Sponsorship – Sponsorship Fee, in the first paragraph replace the first sentence to read:

The winning Vendor will be responsible for paying the BOT the annual sponsorship fee within thirty (30) days after given notice to proceed. For all remaining years, the sponsorship fee will be paid to the BOT on the anniversary date of the contract approximate date. The BOT intends to enter into a contract with the highest eligible responsive and responsible bidder above the minimum guarantee amount. The BOT reserves the right to suspend, withdraw, amend or supplement this document contract including all appendices, exhibits, and addenda, at any time prior to the opening of bids. Bidders are hereby notified that no officer, agent or employee of the BOT is authorized to amend any provision contained in the proposal unless such amendment is put into the form of an addendum and posted on our website. The BOT reserves the right to reject any bid not submitted in conformance with the requirements stated herein or which it deems non-responsive or non-responsible.

4. **Delete**, Section II: General Requirement and Conditions of Motor Service Patrol Sponsorship – Surety Bond – Letter of Commitment

Addendum #1

Contractor Initials: PR Date: 9-18-19

1 of 2

5. **Add**, Section II: General Requirement and Conditions of Motor Service Patrol Sponsorship – Sponsorship Acknowledgment, new sentence after the first sentence to read:

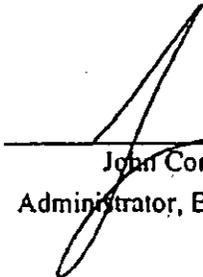
The Vendors are responsible for the creation, production, installation and maintenance of all sponsorship and/or secondary sponsorship acknowledgements on the MSP vehicles and their replacements. Maintenance will consist of normal wear including weather. Repair beyond the Vendors control such as vehicle accidents shall be repair by NHDOT BOT. The BOT and the Vendor 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, the Vendor will be responsible for the removal and replacement of any sponsorship acknowledgement on the vehicles. Vendors will be responsible for any damages that are caused, directly or indirectly, by the Vendor's installation, replacement or removal of the sponsorship acknowledgement.

6. **Delete**, Section III: Sponsorship Selection Process – the third paragraph referring to Surety Bond.
7. **Replace**, Section IV: MSP Sponsorship Proposal Form – Submission, replace the first paragraph to read:

**Submission:** Proposal must be received at Bureau of Turnpike by 2:00 PM EST, September 19, 2019 and addressed to:

**THE CONTRACTOR SHALL INCLUDE THIS**

**ADDENDUM IN THEIR PROPOSAL**

  
\_\_\_\_\_  
John Corcoran, P. E.

Administrator, Bureau of Turnpikes

9/11/19  
\_\_\_\_\_  
Date

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION DOT-RFB TPK 2019-05

Motor Service Patrol NHDOT Responses 9/10/19

Q #	RFP Section / Page #	Paragraph or Reference Language	Vendor Question	NHDOT Response	Response Date	Addendum Reference
1	Section 1: Introduction	State Assets	The NHDOT BOT lists the state assets available as part of the MSP Sponsorship. If the bidder secures the current sponsor to continue its sponsorship of the MSP program under this RFB, will the BOT confirm the existing program elements (and graphic treatments) will remain in place without an immediate need for additional expenditures on the part of the Contractor/Sponsor?	Yes, the NHDOT BOT will confirm that the existing program elements (and graphic treatments) can remain in place without an immediate need for additional expenditures on the part of the Contractor/Sponsor should the successful bidder currently secure the current sponsor.		
2	Section 1: Introduction	State Assets	The NHDOT BOT lists the state assets available as part of the MSP Sponsorship. If the bidder secures the current sponsor to continue its sponsorship of the MSP program under this RFB, is it the intention of the NHDOT BOT to limit or alter any current sponsorship program activities or elements? If so, please identify such limitations and alterations.	The new contract will be based off the requirements noted in the TPK 2019-05 Request for Bid document.		
3	General	Communications/Press Release	A press release distributed by the NHDOT BOT to announce the new sponsorship program will help to inform the public about the benefits of sponsorship, while also providing due recognition to NHDOT BOT operators and staff. Further, ongoing promotions and mentions of the MSP and its Sponsor in NHDOT BOT press releases and communications (internal and external) will help to build awareness of the program and provide a consistent message to the traveling public. Therefore, will the NHDOT BOT agree to distribute a press release upon execution of a new contract to announce the new sponsorship and include the sponsor in future press releases and communications that mention the MSP program?	Yes, the NHDOT BOT would be agreeable to distributing a press release upon execution of a new contract to announce the new sponsorship.  Sponsorship reference included in all future DOT press releases is a possibility but our Public Information Office is unable to authorize this requirement at this point in time but are willing to discuss this option after contract approval.		

Q #	RFP Section / Page #	Paragraph or Reference Language	Vendor Question	NHDOT Response	Response Date	Addendum Reference
4	Section II: General Requirement and Conditions of Motor Service Patrol Sponsorship	Sponsorship Fee	The RFB states that the winning Vendor will be responsible for paying the BOT the annual sponsorship fee within (5) five business days after given the notice to proceed. Will the NHDOT BOT accept an initial payment of the sponsorship fee within thirty (30) days of the contract execution?	Yes the NHDOT BOT would be willing to accept the initial payment of the sponsorship fee within thirty (30) days of the contract execution. See Addendum No 1.		Addendum #1 Section#2
5	Section II: General Requirement and Conditions of Motor Service Patrol Sponsorship	Contract Term	The NHDOT BOT defines an initial contract term of three (3) years with the option to extend by two (2) additional two(2) year terms. Our sponsor has exercised renewals of the contracts in the 20 states in which it sponsors safety patrols, including New Hampshire. However, the sponsor now seeks one-year renewal terms for all of its sponsorship agreements. Therefore, would the DOT accept an initial contract term of three (3) years with the extension option of four (4) additional one (1) year terms?	All contracts over \$10,000 goes through the State's Governor Council, who prefers contracts renewals to be at a 2 year limit. There will not be any changes to the RFB.		
6	Section II: General Requirement and Conditions of Motor Service Patrol Sponsorship	Contract Term	The NHDOT BOT states that an extension of the contract term shall be "subject to the sole option of the state 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." Business realities require that sponsors maintain the ability to mutually agree upon a renewal term after the initial contract term. Will the NHDOT BOT amend the RFB to account for a contract extension to be mutually agreed upon by the sponsor and the NHDOT BOT?	Agree with comment Addendum 1 replace the paragraph as follows:  The Vendor's initial term will begin on the Effective Date and extend through three (3) years ("Initial Term") and expire no later than November 30, 2022. The Sponsorship term may be extended by two (2) additional two (2) 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.		Addendum #1 Section #1
7	Section II: General Requirement and Conditions of Motor Service Patrol Sponsorship	Surety Bond- Letter of Commitment	The RFB require a "Letter of Commitment from an insurance company, indicating that a Surety Bond will be issued in the amount of one hundred percent (100%) of the guaranteed sponsorship payment to the BOT, for the three-year contract." With the understanding that the annual sponsorship fee will be paid in advance of each sponsorship year and that the annual sponsorship fee will be paid in advance of each sponsorship year and that the existing sponsorship agreement for the NHDOT BOT's Safety Patrol does not include a Surety Bond requirement, will the BOT remove this requirement and, instead, stipulate the ability of the BOT to cancel the sponsorship program for non-payment?	Agree, Addendum 1 will remove surety bond reference.		Addendum #1 Section #3

Q #	RFP Section / Page #	Paragraph or Reference Language	Vendor Question	NHDOT Response	Response Date	Addendum Reference
8	General	Vehicles	How many vehicles does the NHDOT BOT anticipate replacing or in need of repairs requiring new sponsor graphics each of the next three years?	<p>NHDOT BOT anticipates a replacement schedule of existing Patrol vehicles of one vehicle in each of the next three (3) fiscal years; 2020 = 1, 2021 = 1, 2022= 1. DOT Fiscal years are from July 1 to June 30 for example FY 2020 is 7/1/2019 to 6/30/2020.</p> <p>Any repair needs are potentially in the immediate timeframe following installations or due to unforeseen circumstances.</p>		
9	Section II: General Requirement and Conditions of Motor Service Patrol Sponsorship	Sponsorship Acknowledgement	The RFB calls for the Sponsor to be responsible for the variable cost of ongoing vehicle graphic maintenance and replacements. Whereas the Sponsor must plan an annual budget amount for the MSP Sponsorship, and whereas the Sponsor's budget does not allow for the unpredictability of fluctuating expenses related to vehicle graphics beyond the initial installation, and whereas the current agreement called for the NHDOT BOT to pay for the "cost for replacing or repairing sponsorship graphics" as part of the sponsorship revenue, will the NHDOT BOT consider amending the RFP to accept a fixed fee annually (based on the anticipated annual expenses for maintenance and replacement of Sponsor vehicle graphics), above and beyond the annual sponsorship fee, to cover the cost of maintenance and replacements of the Sponsor's vehicle graphics?	Addendum # 1 will add sentence explaining graphic repair for maintenance will consist of normal wear including weather. Repair beyond the Sponsors control such as vehicle accidents shall be repair by NHDOT BOT.		Addendum #1 Section #4
10	Section II: General Requirement and Conditions of Motor Service Patrol Sponsorship	Sponsorship Acknowledgement	The RFB calls for the Sponsor to be responsible for the removal of sponsorship acknowledgement on the vehicles. The current agreement allows for the Sponsor to "have the opportunity to remove their graphics within five (5) days after the notice (from NHDOT BOT) or NHDOT BOT will remove the graphic and dispose of it appropriately." In regards to the removal of vehicle graphics on retired vehicles or at the end of the term, will NHDOT BOT amend the terms of this RFB to match the terms outlined in the current agreement?	The requirements will not change.		

**TravelersMarketing**

September 19, 2019

By FedEx  
Tracking No. 776273238450

Margaret S. Blacker  
Business Administrator  
NHDOT Bureau of Turnpikes  
53 Regional Drive  
Concord, NH 03301

**RE: Request for Bid (RFB TPK 2019-05) for the Sponsorship of the New Hampshire Department of Transportation (NHDOT) Bureau of Turnpikes (BOT) Motorist Service Patrol (MSP)**

Dear Ms. Blacker:

Travelers Marketing is pleased to once again submit a bid for sponsorship of the New Hampshire Department of Transportation Bureau of Turnpikes (NHDOT BOT) Motorist Service Patrol (MSP).

Travelers Marketing first created the MSP/Safety Service Patrol (SSP) Sponsorship model in 2002 in collaboration with the Massachusetts Department of Transportation. Seventeen years later, the Massachusetts program continues with the same sponsor (formerly Commerce Insurance and now known as MAPFRE Insurance), and we remain the only entity to have sold and/or manage system-wide department of transportation (DOT) SSP Sponsorships in the country. Our portfolio has grown to include SSP Sponsorships in 21 states.

With this bid, Travelers Marketing represents a single sponsor: State Farm®, a company that has demonstrated its commitment to support traffic incident management and roadway safety through sponsorship of SSP programs since 2004. Fifteen years after launching its first SSP Sponsorship, State Farm currently sponsors SSP programs in 20 states, including New Hampshire.

For the past seven years, both State Farm and Travelers Marketing have valued our work with the NHDOT BOT to design, implement, expand, and manage a highly successful MSP Sponsorship program. As intended, the MSP Sponsorship program has generated in excess of \$765,000 in revenue for the BOT, increased the visibility and safety of the vehicles and MSP operators, and raised public awareness and appreciation for the program. Further, State Farm has proved a dedicated sponsor, committing to all program extensions and multiple program expansions.

In 2012, Travelers Marketing and State Farm first bid on the NHDOT BOT MSP Sponsorship program with a strong interest in establishing a long-term relationship with the BOT and New Hampshire's traveling public. In 2013, State Farm expanded its commitment to include the F.E. Everett Turnpike and part of the Spaulding Turnpike. One year later, State Farm again dedicated additional dollars to the MSP program expansion to allow for full coverage of the Spaulding Turnpike. In 2015, State Farm signed-on to sponsor the NHDOT Bureau of Highway Maintenance MSP program, which is currently on its first extension term through June 2020. Subsequently, a growing number of New Hampshire motorists have benefited from MSP services. With this proposal, State Farm intends to maintain its proven steadfast support of the MSP program.

47 Church Street, Suite 301  
Wellesley, MA 02482  
781.416.5000 | [www.travelersmarketing.com](http://www.travelersmarketing.com)

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We are enthusiastic about the recent enhancements to MSP program elements. Specifically, the updates made to the design of the online survey submission platform have allowed for a simplified user experience and a more efficient means by which assisted motorists can provide feedback. Motorist handouts have also been redesigned to align with the online platform, thereby unifying these public-facing program elements.

Motorist feedback continues to be an essential element of the MSP Sponsorship program. One by which State Farm measures program success and influences the sponsor's decision to renew and rebid on MSP programs. We believe these enhancements will facilitate the process by which the BOT can collect quality feedback from assisted motorists and will optimize the value of this feedback and its contribution to the ongoing betterment of the program.

While, with this bid, State Farm guarantees an annual sponsorship amount for a one-year initial term, ending November 30, 2020, the intent is to participate for the full three-years of the initial term and the additional four renewal years proposed by NHDOT. However, business realities now require that the sponsor have the ability to renew the sponsorship each year. In the event that any renewal option is not exercised by State Farm, which is unlikely given the sponsor's investment of more than \$765,000 to date, and commitment to increase its annual investment with this bid, Travelers Marketing shall be obligated to use best efforts to secure a substitute sponsor for any remaining renewal term.

In accordance with the Request for Proposal (RFP), Travelers Marketing is prepared and committed to provide ongoing management of the existing sponsorship program elements, including:

- Official and exclusive sponsor designation: "New Hampshire DOT Safety Patrol sponsored by State Farm"
- Co-branding of the MSP fleet comprised of four vehicles, including reflective striping to enhance safety and visibility for patrol operators and motorists during both daytime and nighttime operations
- Recognition on a minimum of sixteen mainline MSP informational signs, which educate motorists to the availability of the MSP and its services and make them feel safer and more secure on the road
- Recognition of the MSP Sponsorship on the BOT website
- Creation and production of motorist handouts with MSP program information explaining how NHDOT manages traffic incidents on its roadways, with a link to an online survey from which NHDOT can collect feedback assisted motorists
- Incorporation of the MSP program on the sponsor's digital customer response website ([www.AssistPatrol.com](http://www.AssistPatrol.com)) for real-time feedback reported weekly to NHDOT
- Promotion of a social media hashtag (#AssistPatrol) to be used by the general public to share their MSP experiences with a larger audience
- Production of print graphics for MSP operator vests and hats, which remind assisted motorists of the innovative sponsorship between NHDOT and State Farm

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- Coordination of sponsor participation at special events, which provide new opportunities to engage the community with the MSP program
- Periodic promotion of the MSP program through traditional media channels and joint promotional materials to increase awareness of both services throughout the community
- Recognition of the sponsorship in all written material where MSP is featured

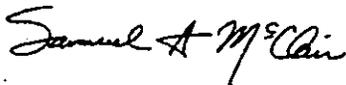
In addition to the annual bid amount, the sponsor has also budgeted the funds required to pay for the ongoing maintenance and replacements of sponsorship graphics on the MSP vehicles. Repairs beyond the sponsor's control, such as vehicle accidents, shall be the responsibility of NHDOT.

I believe Travelers Marketing and State Farm have served the NHDOT BOT MSP Sponsorship program very well since its inception in 2012, even exceeding expectations. SSP Sponsorship programs, like the one implemented for MSP, remain one of the most successful public-private partnership initiatives sanctioned by the Federal Highway Administration to generate new, recurring revenue from existing state transportation assets. Travelers Marketing, State Farm, and NHDOT BOT are part of this endeavor.

The MSP Sponsorship program represents the best of public-private partnerships as the strengths of each party have combined to effectively advance highway safety, increase public recognition and goodwill and, of course, provide non-tax, non-toll revenue to NHDOT BOT.

On behalf of State Farm, and my colleagues at Travelers Marketing, I hope that the NHDOT BOT will view our submission favorably so that we may continue to advance our collaborative partnership.

Sincerely,



Sam McClain  
Vice President of Sponsorship  
407.456.1917  
[smcclain@travelersmarketing.com](mailto:smcclain@travelersmarketing.com)

**Section IV: MSP Sponsorship Proposal Form**

1. Submission: Proposal must be received at Bureau of Turnpike by 2:00 PM EST, September 11, 2019 and addressed to:

**Business Administrator  
Bureau of Turnpikes  
53 Regional Dr,  
Concord, NH 03301**

This form and all other attachments must be stapled together. Three (3) copies of the proposal form with all attachments must be submitted in a sealed envelope plainly marked: "Bid for Motorist Service Patrol, NHDOT, Bureau of Turnpikes". If you have any questions completing the form, please contact the Business Administrator at (603)-485-3806.

**The minimum guaranteed annual MSP sponsorship amount is \$75,000.00.**  
~~The term of the sponsorship is three (3) years with an additional two (2) years optional.~~

2. Vendor Name: Travelers Marketing LLC

Address: 47 Church Street, Suite 301

City: Wellesley State: MA Zip: 02482

Phone: 781.416.5000 Fax: 781.237.3111

Cell: 781.258.5585 Email: blee@travelersmarketing.com

By (Signature):  Witness: 

Name (Printed) Brian Lee (Printed): Elizabeth LaBelle

Title: Managing Partner Title: VP Marketing & Design

Date: 9/10/19 Date: 9/10/19

**Annual Sponsorship Amount (in words and numbers):**

**\$ 130,000 (One hundred and thirty thousand dollars)**

**(for four MSP operating approximately 6656 hrs. per year)**

Travelers Marketing submits this bid with a sponsorship term of one (1) year with an additional six (6) years optional.