



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

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WILLIAM CASS, P.E.
ASSISTANT COMMISSIONER

April 30, 2015
Bureau of Highway Maintenance

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Transportation, Bureau of Highway Maintenance to enter into a contract with Travelers Marketing LLC, Wellesley, MA, (Vendor Code #227453) for sponsorship of the Bureau of Highway Maintenance Motor Service Patrol along Interstate 93 from the Massachusetts state line to the southern merge with Interstate 293 for a fee to be paid to the Bureau of Highway Maintenance on the basis of a single bid in the amount of \$101,300 to be effective upon Governor and Council approval through June 30, 2018, with the option to renew for two additional two-year periods subject to Governor and Council approval. Revenue (100% Agency Income – Sponsorship Fees) is to be deposited into Consolidated Federal Aid Account, AU 3054.

EXPLANATION

The Bureau of Highway Maintenance (The Bureau) Motorist Service Patrol (MSP) program was established in the spring of 2008. The purpose was and continues to be to assist and provide service for motorists experiencing motor vehicle problems while traveling on Interstate 93 from the Massachusetts state line to the southern merge with Interstate 293.

Whereas from May 2008 to present, the program has operated utilizing Consolidated Federal Aid funds, the Department now proposes to operate the program partially 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 vehicle on Interstate 93 approximately six and one-half (6.5) hours per day, Monday to Thursday, eight and one-half (8.5) hours Friday and six (6) hours on Sunday year-round for a total of and approximately 2,106 hours. The MSP vehicle provides immediate service to disabled vehicles inside the patrol route. Presently, personnel costs required to operate the service patrol are paid with overtime funds (class 18) from the Consolidated Federal Aid Account.

The Bureau's MSP Program consists of one (1) MSP vehicle, which is a Ford F-250 pick-up truck with full crew cab that can accommodate five (5) passengers and Omaha utility beds. The vehicle is equipped with a fuel cell 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 Department, the wrapping of the Bureau's MSP vehicle identifying the sponsorship, customer satisfaction feedback postcards, hats for Bureau drivers, patches to be displayed on their safety vests, and State Farm's "Thankdriver.com" website. The Department will be installing informational highway signs identifying the NHDOT Safety Patrol and the sponsorship. The Bureau's website will provide content about the safety patrol and a link to the State Farm website.

The contract also reserves the right for the Department to expand the MSP to fully cover Interstate 93 up to the northern merge with Interstate 293, Route 101, and Interstate 89. Travelers Marketing reserves the right of first refusal of the sponsorship benefits for a prorated annual sponsorship amount based on the number of additional vehicles and anticipated annual hours of operation.

The Department advertised for proposals for sponsorship of the MSP program in the Manchester Union Leader on November 2 through November 4, 2014. 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 December 1, 2014. 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 July 01, 2015 and end June 30, 2018. The contract is for a total of \$101,300.00. Sponsorship Fees will be due for the first year of the contract within (5) five business days of the scheduled Launch event of the program, currently planned to be on July 1, 2015, subsequent to Governor and Council approval, and will be due for the next two years on the anniversary date of the scheduled Launch event during Fiscal Year 2016 and 2017. Funds for this request are to be budgeted as follows:

	<u>FY2016</u>	<u>FY2017</u>	<u>FY2018</u>
04-96-96-963515-3054			
Consolidated Federal Aid			
009-403669 Sponsorship Fee	\$31,300	\$35,000	\$35,000

Because of the timing of this request, the Department will seek acceptance of these funds through the budget process.

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,



William Cass, P.E.
Assistant Commissioner

Attachments

**Results for the Bid Opening for the
Motor Service Patrol Sponsorship December 1, 2014**

**Bureau of Highway Maintenance
NH Department of Transportation
Date: January 2015**

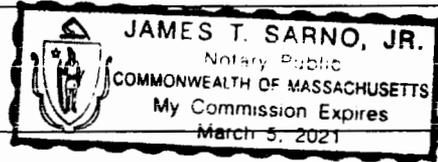
(Only One Bid Received)

Bidder Name	Annual Sponsorship Amount
Travelers Marketing LLC	\$35,000

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

GENERAL PROVISIONS

1.1 State Agency Name Department Of Transportation		1.2 State Agency Address P.O. Box 483, Concord NH 03302-0483	
1.5 Contractor Phone Number 781-416-5000		1.6 Account Number 04-96-96-963515-3054	1.7 Completion Date June 30, 2018
1.9 Contracting Officer for State Agency David J. Brillhart, P.E. Assistant Commissioner		1.8 Price Limitation \$101,300.00	
1.11 Contractor Signature <i>David E. Stein</i>		1.10 State Agency Telephone Number 603-271-1486	
1.13 Acknowledgement: State of <i>MA</i> , County of <i>Norfolk</i> On <i>2/4/15</i> , 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.		1.12 Name and Title of Contractor Signatory <i>DAVID E. STEIN, MANAGING PARTNER</i>	
1.13.1 Signature of Notary Public or Justice of the Peace <i>[Signature]</i> [Seal]		1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____	
1.13.2 Name and Title of Notary or Justice of the Peace <i>James T. Sarno, Jr Notary Public</i>		1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>M N WT</i> On: <i>5/11/15</i>	
1.14 State Agency Signature <i>[Signature]</i>		1.15 Name and Title of State Agency Signatory <i>William P. Janelle, Director</i>	
1.18 Approval by Governor and Executive Council By: _____ On: _____			



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TERMS AND DEFINITIONS

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

Agency	"Agency" shall mean the Bureau or Department, both as defined herein.
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document
Bureau	New Hampshire Department of Transportation (NHDOT), Bureau of Highway Maintenance, 7 Hazen Drive, Concord, NH 03302, Mailing Address: Bureau of Highway Maintenance, PO Box 483, Concord NH 03302-0483
Completion Date	End date for the Contract
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities.
Contracted Vendor	The vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Contractor	The contracted Vendor who shall perform the duties and specifications of the Contract.
Department	An agency of the State – N.H. Department of Transportation
Digital Signature	Guarantees the unaltered state of a file
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.
EOM	End of Month
Event of Default	Any one or more of the following acts or omissions of a Vendor shall constitute an event of default hereunder ("Event of Default") <ul style="list-style-type: none"> a. Failure to perform the Services satisfactorily or on schedule; and/or

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	b. Failure to perform any other covenant, term or condition of the Contract
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Implementation Plan	
Invoking Party	In a dispute, the party believing itself aggrieved
Licensee	The State of New Hampshire
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time
Proposal	The submission from a Vendor in response to the Request for a proposal or statement of work.
Review	The process of reviewing Deliverables for Acceptance
Review Period	The period set for review of a Deliverable. If none is specified then the review period is fifteen (15) business days.
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
State	Reference to the term "State" shall include applicable agencies as defined in Section 1: INTRODUCTION of this RFP.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
TBD	To Be Determined
Term	The duration of the Contract.
Transition Services	Services and support provided when the contracted vendor is supporting system changes.
Vendor/Vendors	The contracted individual, firm, or company that will perform the duties and Specifications of the contract.

INTRODUCTION

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Motorist Service Patrol Introduction

The Bureau of Highway Maintenance (The Bureau) Motorist Service Patrol (MSP) program was established in the spring of 2008. The purpose was and continues to be to assist and provide service for travelling public experiencing motor vehicle problems while traveling on I-93 from the Massachusetts state line to the southern merge with I-293.

The Bureau operates the specially equipped MSP vehicle on the I-93 six and a half (6.5) hours per day, Monday through Thursday, eight and a half (8.5) hours on Friday, and six (6) hours on Sunday for approximately 2,106 hours per year. The MSP vehicle provides immediate service to disabled vehicles inside the patrol route. The State provides these estimates of operating durations for information only and cannot guarantee any particular operating duration.

MSP PATROL ROUTE
AREA AND MILEAGE COVERED

I-93: Massachusetts state line to southern merge with I-293
19 Mile (northbound and southbound)

The Bureau's MSP Program consists of one (1) MSP vehicle, which is a Ford F-250 pick-up truck with full crew cab that can accommodate five (5) passengers and Omaha utility beds. The vehicle is equipped with a fuel cell 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

1. CONTRACT DOCUMENTSs

1.1 Contract Documents

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

- A. Part 1 – The Contract Agreement
- B. Part 2 – Consolidated Exhibits
 - Exhibit A- Contract Deliverables
 - Exhibit B- Price and Payment Schedule
 - Exhibit C - The Vendor Proposal, by reference
 - Exhibit D- Certificates and Attachments

1.2 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”).

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The Term shall begin on the date of the Launch and extend for three years after such date. The Term may be extended up to two 2-year extensions, ("Extended Term") upon mutual agreement by the parties, subject to the parties prior written agreement on applicable fees for each extended term, up to but not beyond 2022.

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

The State does not require TRAVELERS MARKETING to commence work prior to the Effective Date; however, if TRAVELERS MARKETING commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of TRAVELERS MARKETING. In the event that the Contract does not become effective, the State shall be under no obligation to pay TRAVELERS MARKETING for any costs incurred or Services performed; however, if the Contract becomes effective, all costs incurred prior to the Effective Date shall be paid under the terms of the Contract in accordance of the payment schedule in EXHIBIT B.

2. COMPENSATION

2.1 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.

3. 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.

3.1 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.

3.1.1 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 twenty-four (24) hours to inquiries from the State, and be at the site as needed. TRAVELERS MARKETING's Project Manager must work diligently and use his/ her best efforts on the Project.

3.1.2 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.

3.1.3 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.

3.1.4 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: smclain@travelersmarketing.com

3.2 State 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:

Mark Kirouac
Department of Transportation
Bureau of Highway Maintenance
7 Hazen Drive
Concord, NH 03302

Mailing Address:
NHDOT
Bureau of Highway Maintenance
PO Box 483
Concord NH 03302-0483
Tel: (603) 271-2693
Fax: (603) 271-6084
Cell: (603) 419-0518
Email: mkirouac@dot.state.nh.us

3.3 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 in accordance with the Contract Agreement, Part 2-Section 11: *Use of State's Information, Confidentiality*.

4. DELIVERABLES

4.1 Vendor Responsibilities

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.

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

4.2 Deliverables and Services

TRAVELERS MARKETING shall provide the State with the Deliverables and Services in accordance with the time frames for this Contract, and as more particularly described in Contract EXHIBIT A: CONTRACT DELIVERABLES.

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. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.

The State of New Hampshire, acting through Department of Transportation (“State”), engages contractor identified as TRAVELERS MARKETING (“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”).

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

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. In addition, the Contractor shall comply with all applicable copyright laws.

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.

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

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.

Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date, 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.

The Contracting Officer, 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

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.
- 8.3** This Agreement may be terminated for cause by the Contractor upon thirty (30) days written notice to the State upon the occurrence of any material breach of the terms and conditions of this Agreement by the State and further provided that the State fails to cure said violation within thirty (30) days from the time of receipt of said written notice. Breach shall include, but not be limited to, the MSP Program being terminated or ceases to operate in accordance with this Agreement for a period exceeding thirty (30) consecutive days. Upon termination, the State shall repay the contractor a proportionate reimbursement of paid sponsorship fee equal to the proportionate time remaining in the contract year after such termination. If the Contractor

12. 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.

13. CHANGE OF OWNERSHIP

In the event that TRAVELERS MARKETING should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with TRAVELERS MARKETING, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with TRAVELERS MARKETING, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to TRAVELERS MARKETING, its successors or assigns.

14. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

14.1 TRAVELERS MARKETING shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State’s prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

14.2 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.

14.3 Notwithstanding the foregoing, nothing herein shall prohibit TRAVELERS MARKETING from assigning the Contract to the successor of all or substantially all of the assets or business of TRAVELERS MARKETING provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that TRAVELERS MARKETING should change ownership, as permitted under this Contract Agreement, Section 13: *Change of Ownership*, 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.

15. 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 16 shall survive the termination of this Agreement.

16. INSURANCE

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:

- 16.1 Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
- 16.2 The policies described in Section 18 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.
- 16.3 The contractor shall furnish to the contracting officer, 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 or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this agreement no later than fifteen (15) 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 endeavor to provide the contracting officer, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

17. WORKERS' COMPENSATION

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*").

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

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TRAVELERS MARKETING's initials: TSE

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pursuant to this Agreement. Contractor shall furnish the Contracting Officer, 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.

18. 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.

19. 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 section 3.1.4 and 3.2 herein.

20. 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.

21. 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.

22. 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.

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.

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TRAVELERS MARKETING's initials: DES

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
PART 2 – CONSOLIDATED EXHIBITS**

EXHIBIT A: CONTRACT DELIVERABLES

Official Sponsorship

The Bureau's Motor Service Patrol (MSP) Program will, as of the effective date of the Agreement, be named, "NHDOT Safety Patrol sponsored by State Farm" (NHDOTSP), and will include the State Farm logo/trademark/branding/wrapping and/or marketing message ("Advertising") to identify State Farm as the official sponsor of the NHDOTSP.

The State Farm Advertising will be officially included in or on the following:

- The one (1) NHDOTSP vehicle.
- A total of six (6) signs will be posted on I-93 between the Massachusetts state line and the southern merger with I-293 advising motorists of NHDOTSP sponsorship in accordance with official highway signage rules and regulations.
- All written material where NHDOTSP is featured.
- Reference to NHDOTSP on the Bureau website (<http://www.nh.gov/dot/org/operations/highwaymaintenance/index.htm.com>) will include sponsorship and a link to www.assistpatrol.com.
- All press / media releases issued by NHDOT Communication Departments involving the Bureau along this segment of I-93.
- Customer Satisfaction Feedback postcards will note the sponsorship.
- Any other advertising element included in this Agreement and/or Exhibits.

The TRAVELERS MARKETING agrees to the following:

1. TRAVELERS MARKETING shall be responsible for the creation, production and installation of all advertising on the NHDOTSP vehicle owned by NHDOT. The Advertisement must be removable. The Bureau of Highway Maintenance (BOHM) will work cooperatively with TRAVELERS MARKETING to reach a mutually acceptable agreement regarding all necessary markings and placement of Advertising. The Advertising shall not impair safety regulations, safety markings and emergency lighting at all times.
2. In addition, TRAVELERS MARKETING will provide or participate in the following initiatives as described in their proposal.

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- Sponsorship Launch -The announcement that the NHDOT BOHM will be generating additional revenue for the NHDOT through sponsorship of the NHDOTSP Program can generate significant media coverage. TRAVELERS MARKETING will coordinate one major press release with NHDOT to announce the sponsorship of the Safety Patrol sponsored by State Farm and describe the partnership and the program. The launch announcement of the sponsorship NHDOTSP Program shall take place as soon as practical after the wrapping of the vehicle and the installation of the six signs (“Launch”).

- Uniforms - Patches featuring the State Farm name and indicia will be added by NHDOT BOHM to NHDOT BOHM approved aspects of drivers’ safety vests. The exact sizing and placement will be determined jointly by NHDOT BOHM and TRAVELERS MARKETING and subject to NHDOT BOHM approval. TRAVELERS MARKETING will provide the hats which display the State Farm name and logo to NHDOT BOHM for their staff to wear during appropriate weather conditions. TRAVELERS MARKETING will routinely work with NHDOT BOHM to provide patches and hats to keep sponsor elements on the NHDOTSP uniforms updated and in good condition.

- NHDOTSP Roadside Collateral - Distribution of a co-branded handout that provides motorists with directions on how to submit feedback or to join a social dialogue about services rendered by the NHDOTSP. The collateral will be co-branded with NHDOT BOHM and –NHDOT Safety Patrol sponsored by State Farm.

- Digital Survey – TRAVELERS MARKETING, in coordination with State Farm and other participating state agencies with sponsored patrols hosts a website at www.assistpatrol.com focused on providing assisted motorists with the opportunity to share their NHDOTSP experiences. The website is a live, interactive “comment card” allowing motorists to answer questions about their assists, including why they needed assistance and who assisted them, and to post their comments online. AssistPatrol.com surpasses the mail-in comment cards by enabling motorists to share their experiences on social networks, such as Facebook and Twitter, thereby ”broadcasting” the valuable benefits of the MSP program. NHDOTSP will also be featured on www.AssistPatrol.com, a third-party website that allows motorists to complete a form and submit feedback on services rendered and to select an option to request additional information about the sponsor. The website also includes a link to more information about the NHDOTSP. Any comments posted for the NHDOT BOHM drivers will be sent directly to the designated NHDOT BOHM contact(s) to share with the drivers and any other use BOHM may have. In addition, TRAVELERS MARKETING will be able to track the number of visitors to the site as well as the responses to all questions posted on the site and provide a report to NHDOT BOHM.

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- Events
 - TRAVELERS MARKETING proposes to display NHDOTSP vehicles at safety related events and other educational events, subject to prior approval by NHDOT BOHM. Safety events may include seatbelt and child safety seat checks, “Safety Breaks” at highway Rest Areas or Service Plazas during peak travel days, and teen-driver safety events. Including the NHDOTSP vehicles at these types of events increases the public’s awareness and appreciation for the important safety work the NHDOTSP Program provides in New Hampshire. The expenses associated with these events including fuel and operator wages will be covered by TRAVELERS MARKETING.
 - State Farm through TRAVELERS MARKETING may, from time to time, seek approval from NHDOT BOHM to include the NHDOTSP at community events, including fairs, “walks,” parades, career-days, sporting events and more, again in an effort to increase the public’s awareness of the program and its benefits. As with the Safe Driving events, all expenses associated with these events including fuel and operator wages will be covered by TRAVELERS MARKETING.
 - Social Media
 - To facilitate tracking of any social media comments regarding the NHDOTSP, motorists shall be provided an option of identifying their social media comments via use of the hashtag: “#AssistPatrol.” The approved hashtag will not be displayed on the Informational Highway Signs, but may be added to vehicle graphics, NHDOTSP Program collateral, websites or advertising/promotional materials regarding the NHDOTSP.
 - Activation
 - TRAVELERS MARKETING may, from time to time, seek approval from NHDOT BOHM to include the NHDOTSP in advertisements, such as billboards, radio traffic advisories, toll plaza advertising, etc., and other activation opportunities. All expenses associated with these opportunities will be covered by TRAVELERS MARKETING. NHDOT BOHM will have the opportunity to review all advertising prior to placement.
3. Implementation Plan - All advertising shall be submitted to the Bureau for approval prior to installation.
- TRAVELERS MARKETING and its design firm, Bach|Lees Design (“Bach|Lees”), will work with State Farm and NHDOT BOHM to ensure that sponsorship implementation takes place without any disruption to the steady-

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state NHDOTSP operations. Bach|Lees Design will present proposed designs to both the NHDOT BOHM and TRAVELERS MARKETING for comment and will work with both parties to develop a mutually agreeable final design. TRAVELERS MARKETING will supervise this process. Bach|Lees will produce all the design schemes and manufacture the drawings.

- The vehicle installation estimate is subject to change based on days/times made available for installation by NHDOT BOHM, condition of facilities and vehicle availability, so as not to interrupt service patrols. TRAVELERS MARKETING will begin with an onsite survey which includes photographs and measurements. During this time, TRAVELERS MARKETING will also review the facilities available for installation, meet with the project manager, determine the installation procedure and confirm the installation schedule. In addition to preparing the actual graphics for the vehicle installation, TRAVELERS MARKETING will produce photo illustrations of the vehicle for pre-approval. After approval, the graphic production will begin and consist of pressure sensitive vinyl: 3M Scotchlite removable graphic film along with 3M "Diamond Grade" conspicuity tape - red/white block pattern 983-326 - 6"/6".
- 4. Graphic Repair and Replacement- All costs for replacing or repairing sponsorship graphics, with the exception of normal wearing including wearing due to weather or defective material or installation or sponsor required logo or design changes, will be paid by the NHDOT BOHM as part of the sponsorship revenue, including on any incoming replacement or additional patrol vehicle(s). TRAVELERS MARKETING will rely on NHDOT BOHM to report any damage and/or changes to graphics requiring repair throughout the term of the program.
- 5. Removal of Graphics at end of Term -Upon the conclusion or termination of the sponsorship agreement, TRAVELERS MARKETING will have the opportunity to remove their graphics within five (5) days after the notice or NHDOT BOHM will remove the graphic and dispose of it appropriately.

The NHDOT agrees to the following:

1. To provide installation facilities and one (1) NHDOTSP vehicle to be branded with State Farm Advertising, at the sole expense of the sponsor.
2. Informational highway signs identifying I-93 Safety Patrol sponsored by State Farm coverage, providing contact information and identifying the sponsor and NHDOT. NHDOT will fabricate and install the signage at its sole expense. Fixed signage enhances Motorist Service Patrol Programs by informing motorists of the BHM's provided service. A total of six 4' x 6' signs shall be strategically located along the 19 miles of covered roadway. Travelers Marketing understands that the final sign design and precise locations are subject to safety guidelines and agreement by the parties.

Part 2 Consolidated Exhibits

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3. Website - To include NHDOTSP sponsorship content and/or links on the Department website. The precise treatment will be developed collaboratively by NHDOT BOHM and TRAVELERS MARKETING.

4. TRAVELERS MARKETING/State Farm will be provided the opportunity to set up tables, and/or send out their “Street Teams” to NHDOT BOHM Salem Rest Area/Welcome Center. It is expected that there would be up to two events annually at the Salem Rest Area/Welcome Center. Additionally, 11” x 17” or larger posters will be installed in frames at the BOHM Salem Area/Welcome Center. The posters will provide imagery and information about the sponsored patrol and will remain visible to the public for the term of this Agreement. Posters will be supplied by TRAVELERS MARKETING with approval through NHDOT BOHM, and will be installed and maintained by BOHM in NHDOT provided frames.

5. Motor Service Patrol Expansion Option
Travelers Marketing/State Farm reserves the right of first refusal for expansion of the MSP to more fully cover I-93 up to the northern merge with I-293, Route 101, and I-89. Expansion of the MSP may include the addition of one or two vehicles at comparable operating levels (2106 hrs./yr./vehicle) to that proposed under this contract. For each MSP vehicle that is added, the Vendor reserves the right of first refusal of sponsorship benefits for a prorated annual sponsorship amount based on anticipated annual hours of operation and negotiated in good faith with the State.

6. REPORTING
NHDOT shall provide the following reports to TRAVELERS MARKETING by the fifteenth day of each month:

Monthly patrol statistics providing the total number of calls and responses, indicating service(s) provided to the extent available, by the NHDOTSP vehicles;

All written comments and compiled responses to all comment card questions received from the public via comment card data collected by the NHDOTSP operator, e-mails or U.S. Mail received by NHDOT. ,

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EXHIBIT B: PRICE AND PAYMENT SCHEDULE

1. The CONTRACTOR shall be responsible for paying the NHDOT BOHM the initial annual sponsorship fee within five (5) business days of the Launch. For all remaining years, the sponsorship fee shall be paid to the NHDOT BOHM before the anniversary of the Launch Date.
 - a. The Sponsorship Fee for the first year shall be net of the cost of design, manufacture and application of approved graphics for one F-250 vehicle

Gross Sponsorship Fee	\$35,000
Less Cost of vehicle graphics	\$ 3,700
Net Fee to NHDOT	\$31,300
 - b. The Sponsorship Fee for subsequent years shall be \$35,000.
2. The total contract fee shall not exceed One Hundred and One Thousand and Three Hundred Dollars and No Cents (\$101,300.00).
3. The Department will accept payments in the following account:

04-96-96-963515-3054

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EXHIBIT D: CERTIFICATES AND ATTACHMENTS

Attached are:

- A. Contractor's Certificate of Vote/Authority
- B. Contractor's Certificate of Good Standing
- C. Contractor's Certificate of Insurance

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EXHIBIT C: VENDOR PROPOSAL, BY REFERENCE

The Proposal from TRAVELERS MARKETING LLC to the Department of Transportation Bureau of Highway Maintenance is incorporated herein by reference.

Part 2 Consolidated Exhibits

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State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Travelers Marketing LLC, a(n) Massachusetts limited liability company registered to do business in New Hampshire on April 16, 2012. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 22nd day of April, A.D. 2015

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

TRAVELERS MARKETING LLC

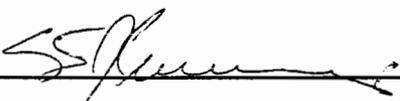
CERTIFICATE OF VOTE OF AUTHORIZATION

February 4, 2015

I hereby certify that a meeting of the Board of Directors of Travelers Marketing LLC (the "LLC") duly called and held at Wellesley, Massachusetts on the 30th day of January 2015 at which a quorum was present, it was voted that David E. Stein, Managing Partner of the LLC, be and hereby is authorized to execute and sign on February 4, 2015, and deliver for and on behalf of the LLC the Bureau of Highway Maintenance Contract pertaining to the Request for Bid dated November 3, 2014.

I further certify that David E. Stein is duly qualified and acting on behalf of the LLC and that said vote has not been repeated, rescinded or amended.

A true copy of the record,



Attest: Stephen J. Cummings
Secretary

2/4/15

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/09/2014

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 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 141 Linden St. PO Box 9002 Wellesley, MA 02482-9002 Robert S. Hoffman III	CONTACT NAME: Loretta West PHONE (A/C, No, Ext): 781-235-0087 FAX (A/C, No): 781-235-6665 E-MAIL ADDRESS:													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Hartford Service Center</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Service Center		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER B :														
INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
INSURED Travelers Marketing LLC Attn: Cynthia Lore 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	08WECCG2628	08/14/2014	08/14/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Contract with the NH Dept of Transportation

CERTIFICATE HOLDER STNH DOT State of New Hampshire Department of Transportation PO Box 2950 Concord, NH 03302-2950	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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