



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

MAY 23 '22 PM 1:16 RCVD



William Cass, P.E.
Assistant Commissioner

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Bureaus of Highway Maintenance and Turnpikes
May 3, 2022

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with Travelers Marketing LLC, Natick, MA, (Vendor Code #227453), for sponsorship of the Bureau of Highway Maintenance (BHM) and Bureau of Turnpikes (BOT) Motorist Service Patrol (MSP) programs, in the amount of \$301,667.00. The BHM MSP is on I-93 from the Massachusetts state line to the southern merge at I-93 and I-293, and the BOT MSP is along the Blue Star, the F.E. Everett, and the Spaulding Turnpike. The "Initial Term" of the contract will be effective upon approval by Governor and Council but not earlier than July 1, 2022, through June 30, 2024, with the option to renew for ten (10) additional one (1) year periods subject to Governor and Council approval. The fee is to be paid to the Department effective upon Governor and Council approval through June 30, 2024. Revenue is to be deposited into BHM and BOT Revenue Accounts. 100% Other Funds-Sponsorship Fees.

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

	<u>FY 2023</u>	<u>FY 2024</u>
04-96-96-960515-3007-009-403669 Bureau of Highway Maintenance Sponsorship Fee	\$40,000.00	\$40,000.00
04-96-96-961017-7027-009-403669 Turnpikes Central Maintenance Sponsorship Fee	\$40,833.50	\$70,000.00
04-96-96-961017-7032-009-403669 Turnpikes Blue Star Maintenance Sponsorship Fee	\$20,416.75	\$35,000.00
04-96-96-961017-7037-009-403669 Turnpikes Spaulding Maintenance Sponsorship Fee	\$20,416.75	\$35,000.00

EXPLANATION

The BHM's MSP program was established on May 1, 2008, with a limited pilot program from the Massachusetts state line to Exit 3. The MSP was expanded north to the southern merge of I-93 and I-293 in Manchester on January 1, 2009. The purpose was and continues to be to assist and provide service for motorists experiencing motor vehicle problems along this highway segment. The BHM operates the specially equipped MSP vehicle for a total of 40.5 hours per week. It is a 19-mile-long segment of the highway.

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

The MSP vehicles provide immediate service to disabled vehicles along the highway segments. The Sponsorship helps to offset the costs required to operate the service patrol that are paid from the Bureau BHM and BOT's Central, Blue Star and Spaulding Maintenance Accounts.

The MSP Program consists of five (5) MSP vehicles, which are pick-up trucks. The vehicles are 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 service patrol sponsorship was advertised starting on March 2, 2022. Bid documents were available on the NH Department of Administrative Services Bureau of Purchase and Property bid web page and the NH Department of Transportation internet bid list. Invitation letters were sent to twenty-six (26) insurance companies doing business in New Hampshire. Bids were due on March 23, 2022. One bid was received from Travelers Marketing.

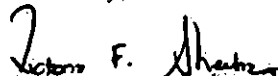
The sponsorship for this program is GEICO Insurance with Travelers Marketing managing the contract. The sponsorship will include, but is not limited to, annual revenue fee to the Department, the wrapping of the Bureau's MSP vehicles identifying the sponsorship, motorist handouts with MSP program information while incorporating the sponsor's digital customer response website and promoting a social media hashtag for general public feedback on MSP experiences, as well as the production of print graphics for MSP operator's hats and patches to be displayed on their safety vests. The Department will continue to maintain the existing twenty-two (22) informational highway signs identifying the NHDOT Service Patrol and the GEICO logo. The Bureau's websites will provide content about the service patrol.

The contract will begin subsequent to approval by the Governor and Council, but not earlier than July 1, 2022, and end June 30, 2024. This contract is for a total of \$301,667.00. The sponsorship provides \$121,667.00 to the Department for FY 2023, and \$180,000.00 for FY 2024.

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



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 Travelers Marketing LLC		1.4 Contractor Address 209 West Central Street, Suite 101 Natick, MA 01760	
1.5 Contractor Phone Number 781-416-5000	1.6 Account Number 04-96-96-960515-3007-009-403669 04-96-96-961017-7027-009-403669 04-96-96-961017-7032-009-403669 04-96-96-961017-7037-009-403669	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$301,667
1.9 Contracting Officer for State Agency Victoria F. Sheehan, Commissioner		1.10 State Agency Telephone Number 603-271-1484	
1.11 Contractor Signature  Date: 4-27-22		1.12 Name and Title of Contractor Signatory Brian B. Lee Managing Partner	
1.13 State Agency Signature  Date: 5/10/22		1.14 Name and Title of State Agency Signatory David Rodrigue Director of Operations	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Emily C. Davis On: 5/20/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

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

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

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

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

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

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

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

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT A – CONTRACT DELIVERABLES

Terms and Conditions:

The Vendor agrees to the following:

1. The Vendor 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 Vendors control such as vehicle accidents shall be repaired by NHDOT. NHDOT 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. The Vendor will be responsible for any damages that are caused, directly or indirectly, by the Vendor's installation, replacement or removal of the sponsorship acknowledgement.
2. All advertising shall be submitted to NHDOT for approval thirty (30) days prior to installation.
3. MSP vehicles shall need identification safety markings and emergency lighting at all times. NHDOT will work cooperatively with Vendor regarding all necessary markings and placement of advertising. The advertising shall not impair safety regulations.
4. VENDOR 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. VENDOR may subcontract Services subject to the provisions of the Contract. VENDOR must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider VENDOR 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.

Deliverables and Services

VENDOR shall provide the State with the Deliverables and Services in accordance with the time frames for this Contract, and as more particularly described in this Contract Exhibit A: *Contract Deliverables*.

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

Sponsor's Initial: *AL*
Date: 4-29-22

CONTRACT MANAGEMENT

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

VENDOR's Contract Manager

VENDOR shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. VENDOR's selection of VENDOR 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 VENDOR Contract Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of VENDOR's Contract Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.


VENDOR 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 VENDOR's representative for all administrative and management matters. VENDOR's Contract Manager shall perform the duties required under the Contract. VENDOR'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. VENDOR's Project Manager must work diligently and use his/ her best efforts on the Project.

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

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

VENDOR's Contract Manager is:

Mailing Address: Sam McClain
209 West Central Street, Suite 101, Natick, MA 01760
Tel: 407-456-1917
Fax: N/A
Email: smcclain@travelersmarketing.com

Sponsor's Initial: 
Date: 4-27-22

State Project Manager

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

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

The State Project Manager is:

Lisa Cummings
Department of Transportation
Bureau of Turnpikes
36 Hackett Hill Rd
Hooksett, NH 03106

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

Reference and Background Checks

The State may, at its sole expense, conduct reference and background screening of VENDOR 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*

CONTRACT DOCUMENTS

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

- A. P-37 – The Contract Agreement
- B. Part 2 – Consolidated Exhibits
 - Exhibit A- Contract Deliverables
 - Exhibit B- Price and Payment Schedule
 - Exhibit C- Special Provisions
 - Exhibit D – DOT RFB and Addendum
 - Exhibit E- The Vendor Proposal, by reference
 - Exhibit F- Certificates and Attachments

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”).

Sponsor's Initial: bc
Date: 4-27-27

The Contract shall begin on the Effective Date and extend through two (2) years ("Initial Term"). The Sponsorship term may be extended by ten (10) 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 July 1, 2034.

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

The State does not require VENDOR to commence work prior to the Effective Date; however, if VENDOR commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of VENDOR. In the event that the Contract does not become effective, the State shall be under no obligation to pay VENDOR 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

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*.

VENDOR RESPONSIBILITIES

VENDOR 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.

VENDOR may subcontract Services subject to the provisions of the Contract. VENDOR must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider VENDOR 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.

Deliverables and Services

VENDOR shall provide the State with the Deliverables and Services in accordance with the time frames for this Contract, and as more particularly described in this Contract Exhibit A: *Contract Deliverables*.

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

Sponsor's Initial: BL
Date: 4-27-22

TERMS AND DEFINITIONS

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

Agency	"Agency" shall mean the Bureau or Department, both as defined herein.
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document
Bureau	New Hampshire Department of Transportation (NHDOT), Bureau of Turnpikes, 36 Hackett Hill Road, Hooksett, NH 03106, Mailing Address: Bureau of Turnpikes, PO Box 2950, Concord NH 03302-2950
Completion Date	End date for the Contract
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities.
Contracted Vendor	The vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Contractor	The contracted Vendor who shall perform the duties and specifications of the Contract.
Department	An agency of the State – N.H. Department of Transportation
Digital Signature	Guarantees the unaltered state of a file
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.
EOM	End of Month
Event of Default	Any one or more of the following acts or omissions of a Vendor shall constitute an event of default hereunder ("Event of Default") a. Failure to perform the Services satisfactorily or on schedule; and/or b. Failure to perform any other covenant, term or condition of the Contract

Sponsor's Initial: *ML*
Date: 4-27-22

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.

Sponsor's Initial: BR
Date: 4-27-22

EXHIBIT B – PRICE AND PAYMENT SCHEDULE

1. The Vendor shall pay the DEPARTMENT annual sponsorship fees on a quarterly basis. Sponsorship fee payments to be paid to Bureau of Highway Maintenance (BHM) within thirty (30) days after given notice to proceed, October 1, January 1, and April 1 in the first year and July 1, October 1, January 1, and April 1 each year thereafter and to Bureau of Turnpikes on December 1, March 1, and June 1 (one month payment) on the first year and then joining the same schedule as BHM in the future.

The sponsorship fee shall be:

<u>Bureau</u>	<u>Time Period</u>	<u>Annual Sponsorship Amount</u> <u>(Dollars)</u>
Highway Maintenance	July 1, 2022 – June 30, 2023	\$40,000
Turnpikes	December 1, 2022 – June 30, 2023	\$81,667
Highway Maintenance	Annually: July 1 – June 30	\$40,000
Turnpikes	Annually: July 1 – June 30	\$140,000

- a. The total annual sponsorship for the first year of the “Initial Term” shall be \$121,667.
- b. The total annual sponsorship for the second year of the “Initial Term” shall be \$180,000.
- c. The total annual sponsorship fee for each subsequent year of the “Extended Term” shall be \$180,000.
- d. The total contact sponsorship fee shall not exceed \$2,101,667.

Sponsor's Initial: M
Date: 4-27-22

2. All annual payments, paid on a quarterly basis, due under this contract to the Department shall be made as follows:

a) First year of the "Initial Term" <30 days after NTP October 1, January 1, April 1

Bureau of Highway Maintenance 04-96-96-960515-3007-009-403669 Bureau of Highway Maintenance Sponsorship Fee	\$10,000.00	\$10,000 each
 Bureau of Turnpikes	 <u>December 1, March 1</u>	 <u>June 1 (1month)</u>
04-96-96-961017-7027-009-403669 Turnpikes Central Maintenance Sponsorship Fee	\$17,500.00 each	\$5,833.50
04-96-96-961017-7032-009-403669 Turnpikes Blue Star Maintenance Sponsorship Fee	\$8,750.00 each	\$2,916.75
04-96-96-961017-7037-009-403669 Turnpikes Spaulding Maintenance Sponsorship Fee	\$8,750.00 each	\$2,916.75

a) Second year of the "Initial Term" and each year of the "Extended Term" July 1, October 1, January 1, April 1

Bureau of Highway 04-96-96-960515-3007-009-403669 Bureau of Highway Maintenance Sponsorship Fee	\$10,000.00 each
 Bureau of Turnpikes 04-96-96-961017-7027-009-403669 Turnpikes Central Maintenance Sponsorship Fee	 \$17,500.00 each
04-96-96-961017-7032-009-403669 Turnpikes Blue Star Maintenance Sponsorship Fee	\$8,750.00 each
04-96-96-961017-7037-009-403669 Turnpikes Spaulding Maintenance Sponsorship Fee	\$8,750.00 each

Sponsor's Initial: M
Date: 4-27-22

EXHIBIT C - SPECIAL PROVISIONS

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

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. Add the following provision, Assignment, Delegation and Subcontracts to the General Provisions, P-37:

VENDOR 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 VENDOR of any of its obligations under the Contract nor affect any remedies available to the State against VENDOR that may arise from any event of default of the provisions of the contract. The State shall consider VENDOR to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

Notwithstanding the foregoing, nothing herein shall prohibit VENDOR from assigning the Contract to the successor of all or substantially all of the assets or business of VENDOR provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that VENDOR should change control, as permitted under this Contract Agreement, Section 12: *Change of Control*, the State shall have the option to continue under the Contract with VENDOR, its successors or assigns for the full remaining term of the Contract; continue under the Contract with VENDOR, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to VENDOR, its successors or assigns.

Sponsor's Initial: BL
Date: 4-27-22

EXHIBIT D – RFB and Addendum Number 1

New Hampshire Department of Transportation Request for Bid for Sponsorship of the NHDOT Motorist Service Patrol dated March 2, 2022, with Addendum #1, Responses to Vendor Questions, dated March 10, 2022 are included by reference as binding Deliverables to this Contract.

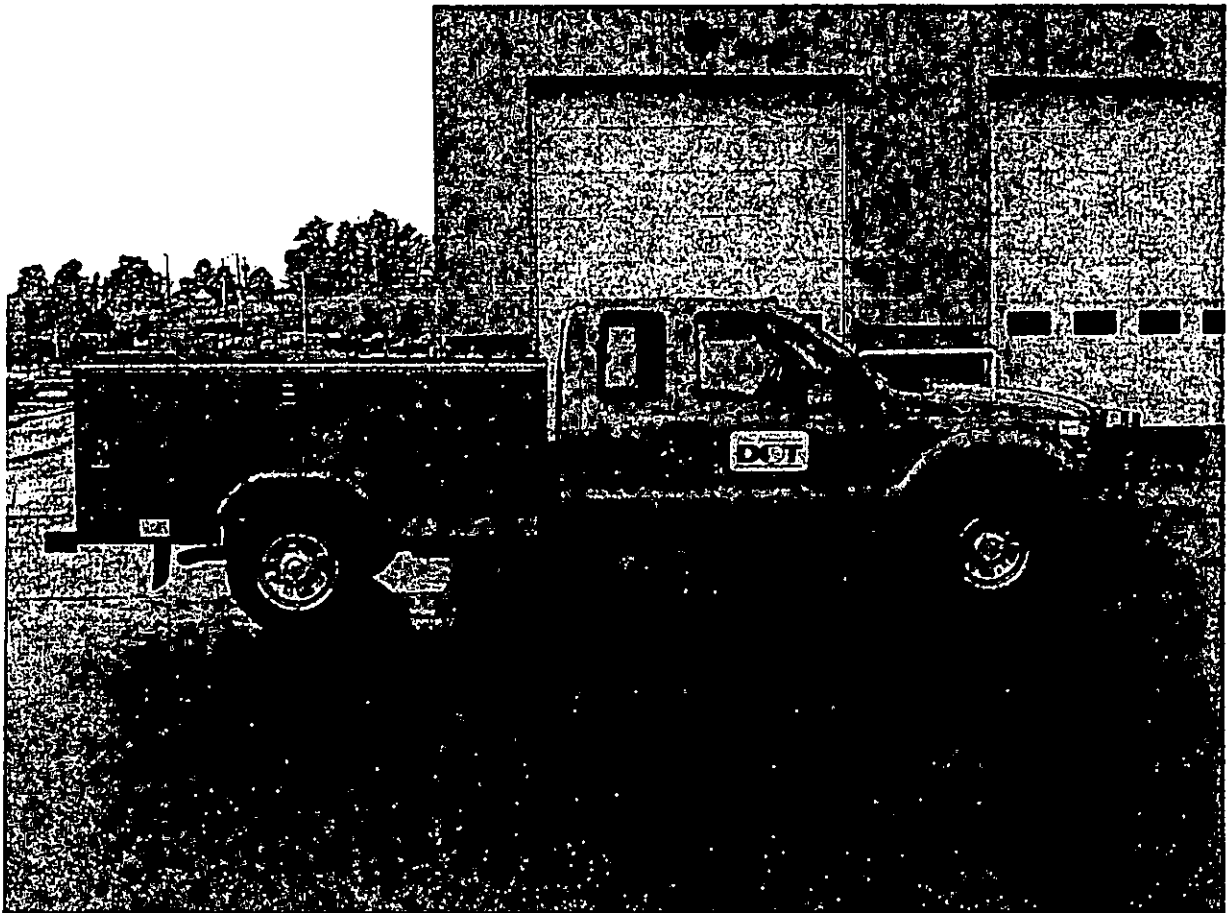
Travelers Marketing Initials: *TM*
Date: 4-22-22

EXHIBIT E – VENDOR PROPOSAL BY REFERENCE

Travelers Marketing proposal to the Department of Transportation Request for Bid for Sponsorship of the NHDOT Motorist Service Patrol dated March 23, 2022 is hereby incorporated by reference as fully set forth herein.

Travelers Marketing Initials: ML
Date: 4-27-22

REQUEST FOR BID
(RFB)
FOR THE
SPONSORSHIP OF THE
NHDOT MOTORIST SERVICE PATROL
2022



Typical NHDOT Motorist Service Patrol Vehicle

Table of Contents

Section I	Introduction
Section II	General Requirements and Conditions of Motorist Service Patrol Sponsorship
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Section VII	Future Concepts
Section VIII	Excerpts from Complimentary Letters

Section I: Introduction

This Request for Bid (RFB) document is issued by New Hampshire Department of Transportation to seek an official sponsor (the Vendor) of the Bureau of Highway Maintenance (BHM) and Bureau of Turnpikes (BOT) Motorist Service Patrol (MSP) programs. It is the NHDOT's intent to enter into an agreement with the highest bidding vendor above the minimum guaranteed amount as determined by the NHDOT. See Section II Contract Terms.

The highest bidding Vendor above the minimum stated guaranteed amount will become the official Sponsor of the NHDOT's MSP programs.

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

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

- The four (4) BOT and one (1) BHM MSP vehicles.
- Signage will be posted on the MSP roadways 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 BHM and BOT's websites (<https://www.nh.gov/dot/org/operations/highwaymaintenance/index.htm> and <https://www.nh.gov/dot/org/operations/turnpikes/index.htm>) will include sponsorship.
- Customer informational and satisfaction handouts will be supplied by the Vendor and note the sponsorship.

Motorist Service Patrol Introduction

The BHM's MSP program was established on May 1, 2008 with a limited pilot program from the Massachusetts state line to Exit 3. The MSP was expanded north to the southern merge of I-93 and I-293 in Manchester on January 1, 2009. The purpose was and continues to be to assist and provide service for motorists experiencing motor vehicle problems while traveling on I-93 from the Massachusetts state line to the southern merge at I-93 and I-293. A service patrol dashboard is presented on the Transportation Management Center web page:

(http://www.nhtmc.com/Dashboard/Service_Patrol/service_patrol.html)

The BHM operates the specially equipped MSP vehicle on I-93 from the Massachusetts state line to the southern merge at I-93 and I-293 for a total of 40.5 hours per week. It is a 19-mile long segment of the highway. The hours of operation are

Monday – Friday:	5:00 – 8:00 AM
Monday – Thursday:	3:30 – 7:00 PM
Friday:	3:30 – 9:00 PM
Sunday:	2:00 – 8:00 PM

The MSP vehicle provides immediate service to disabled vehicles inside the patrol route.

<u>MSP PATROL ROUTE</u> <u>AREA AND MILEAGE COVERED</u>	
I-93:	Massachusetts state line to merge at I-93 and I-293 19 Miles (Northbound & Southbound)

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)
 - Along I-95 and Spaulding Turnpike from the Sept to May operate 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

<u>MSP PATROL ROUTE</u>

AREA AND MILEAGE COVERED

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)

Motorist Service Patrol

The BHM 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. 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 radios, and cellular phone.

<u>Traffic Statistics</u>	<u>ADDT</u>	<u>Year</u>
I-93		
Massachusetts State Line:	93,498	2020
Mile 14.8 (south of Exit 5)	64,354	2020
Mile 17.0 (north of Exit 5)	68,886	2020
Mile 19.1 (merge with I-293)	47,000	2010

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.

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 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, 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).

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 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.

Three toll plazas are located on the Central Turnpike: two at Hooksett (main line and ramp), a main line plaza in Bedford. 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.

<u>Traffic Statistics</u>	<u>AADT</u>	<u>Year</u>
Blue Star Turnpike (I-95)		
Southern section (vicinity of exit 1):	80,619	2020
Central section (Hampton off plazas):	56,200	2020
Northern section (vicinity of exit 7):	64,969	2020
Spaulding Turnpike		
Southern section (Little Bay Bridge):	59,835	2020
Northern section (vicinity of exit 8):	39,935	2020

F.E. Everett Turnpike (Central Turnpike)

Nashua between Exits 5&6

100,357

2020

Bedford Toll

58,011

2020

Hooksett Toll

63,190

2020

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

Site Visit

A site visit to view the vehicles can be provided on March 10, 2022 if requested. Please contact Gerald Barss and/or Dix Bailey by March 9, 2022 3:30 PM to make arrangements.

Gerald Barss
Maintenance Supervisor, Bureau of Highway Maintenance, District 5
(603) 666-3336

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 NHDOT no later than 330 PM EST on March 10, 2022, and please send these questions by Fed Ex, DHL or UPS to:

New Hampshire Department of Transportation
Bureau of Highway Maintenance
Bureau Administrator
7 Hazen Drive
Concord, New Hampshire 03101-0483

All written questions or requests for clarification may also be sent by facsimile transmission to 603-271-6084. The contact person is Mark Kirouac and may be contacted at:

Email: mark.kirouac@dot.nh.gov
Telephone: 603-271-2693

Any questions must be submitted by an individual authorized to commit their organization to the Terms and Conditions of the RFB. Submissions must clearly indicate the RFB name, the Vendor's name, address, and the name of the person submitting the questions.

It is the intent of NHDOT to respond to all appropriately submitted Vendor questions and request for clarification in a timely manner. 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 RFB must be received no later than 2:00 PM EST on Wednesday, March 23, 2022 at the following address:

New Hampshire Department of Transportation
Bureau of Highway Maintenance

**Bureau Administrator
7 Hazen Drive
Concord, New Hampshire 03101-0483**

All bids must be submitted on the "MSP Sponsorship Proposal Form" enclosed herein or an exact copy, must be typed or clearly printed in ink and must be received on or before the date and time specified above. Submissions received after the date and time specified will be marked as "Late" and will not be eligible for consideration in the evaluation process. There will be no exceptions to this requirement. All bids must be hand delivered or delivered via FedEx, DHL, or UPS. The U.S. Postal Service does not deliver to this address. The submittal shall be clearly marked as follows:

Bid for NHDOT Motorist Service Patrol Sponsorship

All offers shall remain valid for a period of one hundred and eighty (180) days from the bid due date. A vendor's disclosure or distribution off Bids other than to NHDOT will be grounds for disqualification. No more than one (1) Bid per respondent should be submitted.

For vendors wishing to attend the bid opening, only the names of the Vendors submitting responses will be made public at that time.

Contract Term

The existing BHM Sponsorship contract ends on June 30, 2022. The existing BOT Sponsorship contract ends on November 30, 2022.

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 as follows:

BHM sponsorship will begin July 1, 2022. BOT sponsorship will begin on the December 1, 2022. The sponsorships will extend through June 30, 2024 ("Initial Term"). The Sponsorship term may be extended by five (5) additional two (2) year terms ("Extended Term") subject to 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.

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 NHDOT the first annual sponsorship fee within (30) thirty days after given notice to proceed. For all remaining years, the sponsorship fee will be paid to the NHDOT annually commencing on the anniversary date of the contract. The NHDOT intends to enter into a contract with the highest eligible responsive and responsible bidder above the minimum guaranteed amount. The NHDOT 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 NHDOT 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 NHDOT 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 NHDOT reserves the right to waive any deviation or defect in a bid if, in the NHDOT's sole judgment, such deviation or defect is not material to the substance of the bid.

This bid document is not an offer. The NHDOT reserves the right to reject any and all bids if it is in the NHDOT's interest to do so. The NHDOT's decision with respect to the award of a contract under this bidding process shall be final. The NHDOT intends to enter into a contract with the highest eligible responsive and responsible bidder above the minimum guaranteed amount. A responsive bidder is one who has submitted a bid which conforms in all material respects with the NHDOT'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.

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. Maintenance will consist of normal wear including weather. Repair beyond the Vendors control such as vehicle accidents shall be repaired by NHDOT. The NHDOT 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 vehicles are 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 NHDOT for review and approval thirty (30) days prior to installation. The NHDOT reserves the right to reject any sponsorship acknowledgement that is not considered appropriate and consistent with the Department's image and suited to public interest.

Safety Restrictions

MSP vehicles will always need identification safety markings and emergency lighting. The NHDOT 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 the requirements of the P-37 contract (Appendix A). The P-37 is the official contract used by the DEPARTMENT. (There is an Exhibit C which identifies the Special Provisions to the P-37)

Section III: Sponsorship Selection Process

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

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

Last, the successful Vendor will be notified.

Section IV: MSP Sponsorship Proposal Form

Submission: Proposal must be received at Bureau of Highway Maintenance by 2:00 PM EST, Wednesday, March 23, 2022 and addressed to:

**New Hampshire Department of Transportation
Bureau of Highway Maintenance
Bureau Administrator
7 Hazen Drive
Concord, New Hampshire 03101-0483**

This form and all other attachments must be stapled together. Proposals shall be submitted in two envelopes, with the inner envelope sealed and plainly marked "Bid for NHDOT Motorist Service Patrol". Three (3) copies of the proposal form with all attachments must be submitted. If you have any questions completing the form, please contact the BHM at (603)-271-2693.

The minimum guaranteed annual BHM MSP sponsorship amount is \$35,000.00. The minimum guaranteed annual BOT MSP sponsorship amount is \$130,000.00. The term of the sponsorship is two (2) years. The Sponsorship term may be extended by five (5) additional two (2) year terms ("Extended Term") subject to 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.

Vendor Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Cell: _____ Email: _____

By (Signature): _____ Witness: _____

Name (Printed) _____ (Printed): _____

Title: _____ Title: _____

Date: _____ Date: _____

Sponsorship Amount:

<u>Bureau</u>	<u>Time Period</u>	<u>Sponsorship Amount</u> <u>(Dollars)</u>
Highway Maintenance	July 1, 2022 – June 30, 2023	\$ _____
Turnpikes	December 1, 2022 – June 30, 2023	\$ _____
Highway Maintenance	Annually: July 1 – June 30	\$ _____
Turnpikes	Annually: July 1 – June 30	\$ _____

Section V: MSP Statistics

BHM Statistics

<u>Year</u>	<u>Motorist Assists</u>	<u>Annual MSP Vehicle Mileage</u>	<u>Time Period</u>
2017	1,248	62,731	Full Year
2018	1,338	72,774	Full Year
2019	1,486	71,545	Full Year
2020*	1,040	54,947	January - March, July - December
2021	1,647	53,397	January - September

BOT Statistics

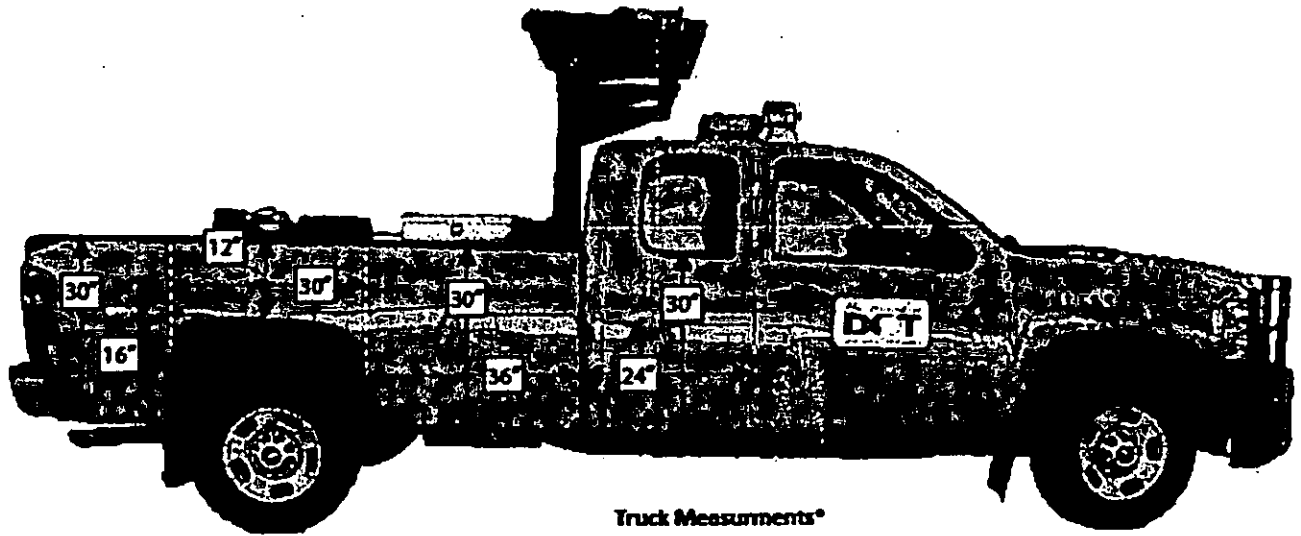
<u>Year</u>	<u>Motorist Assists</u>	<u>Annual MSP Vehicle Mileage</u>	<u>Time Period</u>
2017	3,315	325,013	Full Year
2018	3,470	339,190	Full Year
2019	3,393	357,765	Full Year
2020*	2,453	243,908	January - March, July - December
2021	3,994	345,525	Full Year

Ownership/Operation

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

MSP Truck Vehicle Specifications

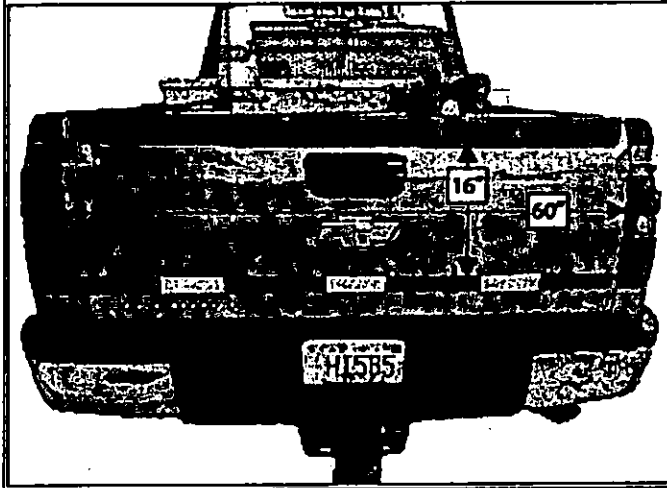
**Bureau of Highway Maintenance MSP
Vehicle**



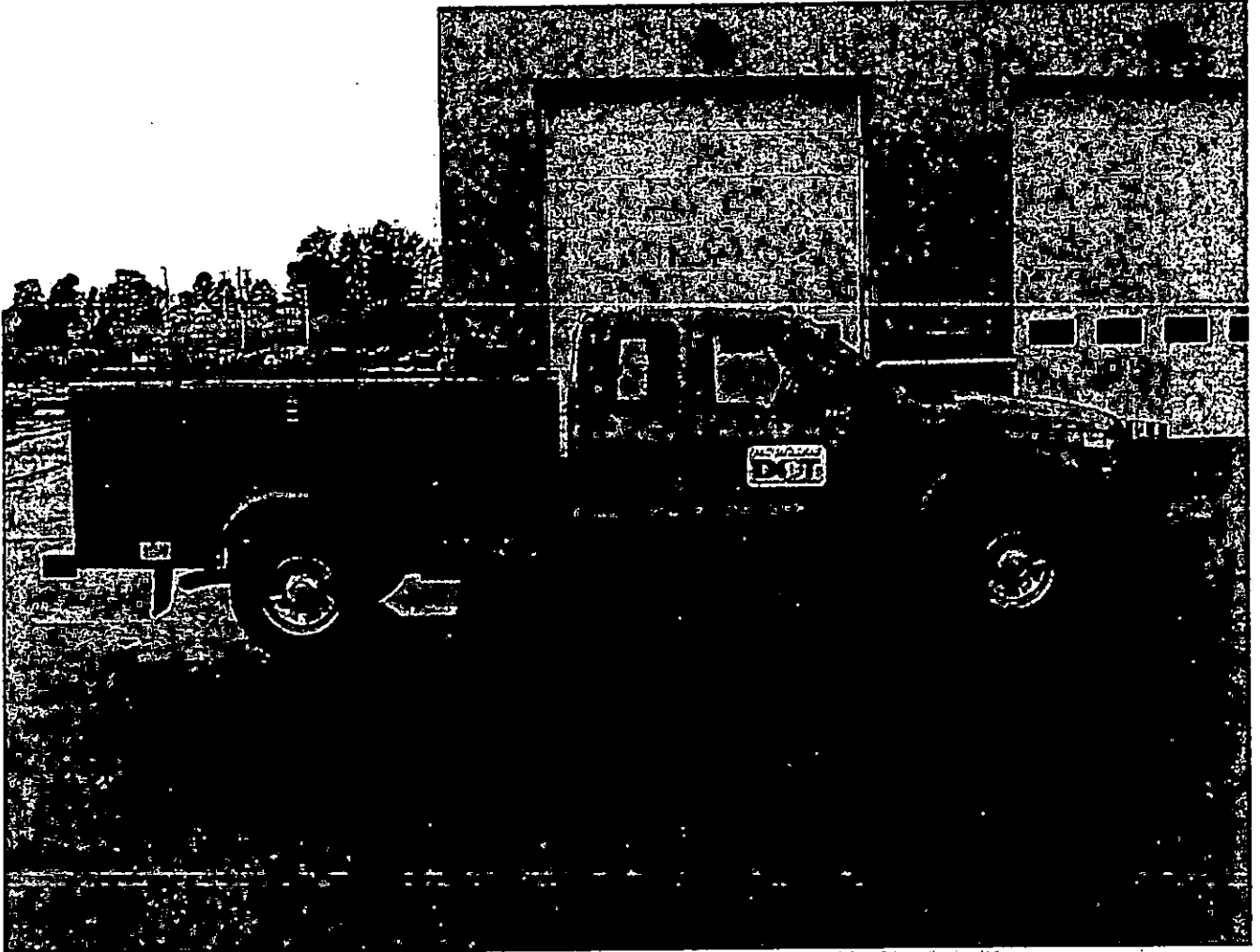
Truck Measurements*

Bumper to Bumper Length 249.5" Weight 9500 Lbs GVWR
 Hood 66.5" Wide x 45.5" Long Wheelbase 158"
 Roof 51.5" Wide x 58.5" Long Width 80"

*Please note measurements were taken with a tape measure. Body lines may have affected "true" (down to the smallest inch) dimensions.



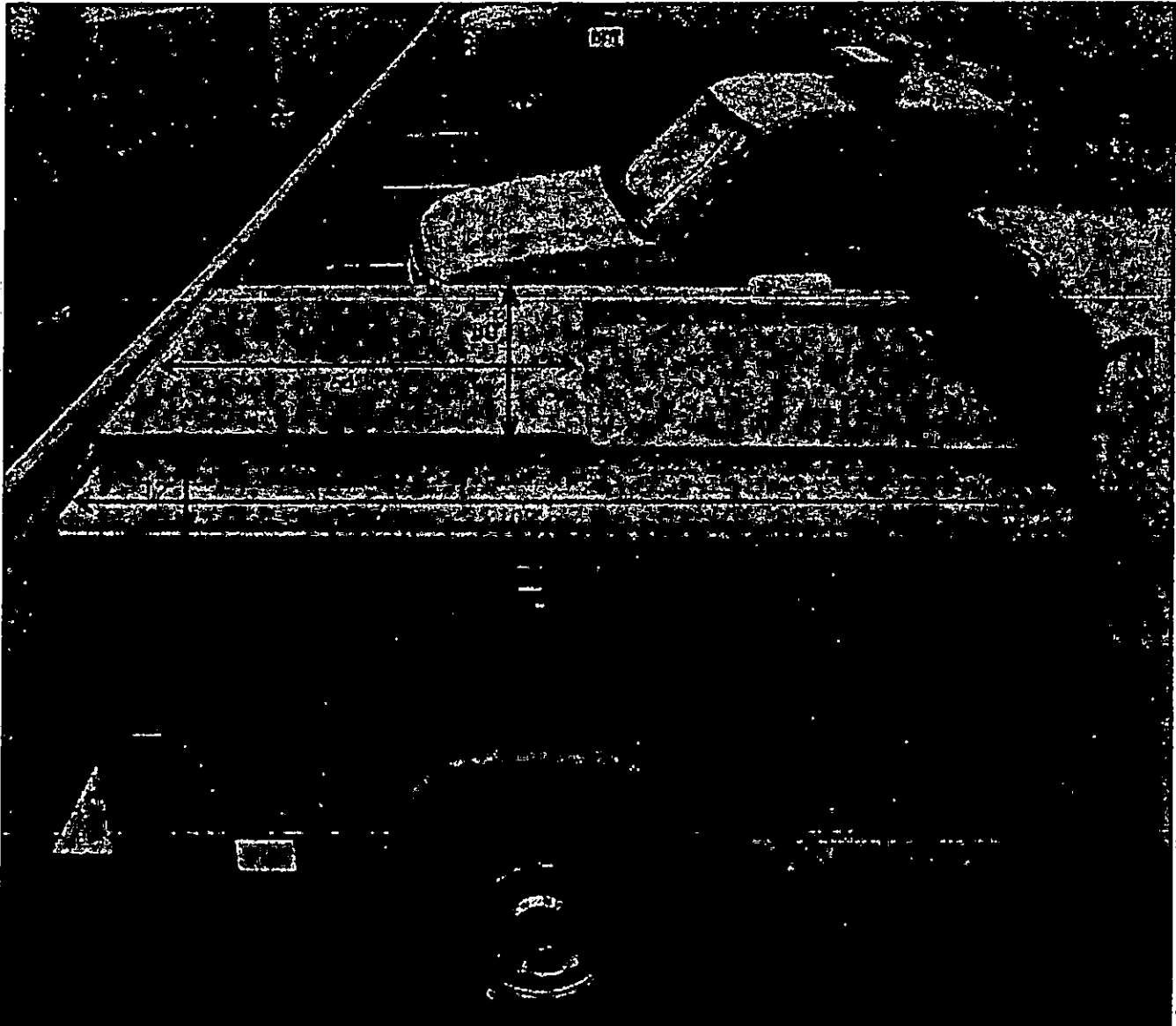
Bureau of Turnpikes MSP Vehicle



MSP Vehicle Specifications
(could vary slightly depending on configuration)
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 NHDOT to consider having the MSP employees hand out a “Thank you / care package” or facimile after servicing the patron(i.e., package could include samples, coupons and or informational pamphlets)
- The Vendor may request the NHDOT 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 NHDOT Welcome Centers or Rest Areas.
- The Vendor may request the NHDOT to feature the MSP vehicle at off NHDOT site events (i.e., promotional events, trade shows, car shows and/or safety awareness events.)

Section VIII: Excerpts from Complimentary Letters

"Phillip Schoenheit had sat behind my vehicle and made sure me and my brother were safely picked up by a tow truck. He actually helped me find a tow company because mine had said they didn't have any in the area. Super great guy helped me get through my first accident. "

Assisted by Phillip Schoenheit, Motorist Safety Patrol - Spaulding Turnpike on Friday, August 6

"He replaced my Santa Fe Hyundai flat tire with my spare tire on (L) back wheel on my auto. He arrived within 5 minutes of my pulling over on a busy interstate. I was just dialing AAA when he knocked on my window. Chris T from DOT Safety Patrol came to my rescue replacing the flat tire , I believe, in 10 minutes. I was so grateful he had the tools and knew how to get the spare tire from under the back of my vehicle. Free of charge, what a wonderful service StateFarm and NH DOT provided. Chris was great, courteous and professional. Sincerely, Linda W."

Assisted by CHRIST., Motorist Safety Patrol - I-95 on Tuesday, July 27

"My nephew was pulling a trailer with his truck on I 95 when one of his trailer tires blew. He pulled over on the shoulder and I was behind him. Not long after, Chris pulled up behind me to give us assistance. There was heavy traffic going by so having his truck with the flashing light on behind us made us feel safer. He ended up changing one tire and inflating a second tire that was flat, along with giving us bottled water. Chris took very good care of us. We really appreciated all his help!!"

Assisted by Chris T, Motorist Safety Patrol - I-95 on Monday, July 19

"Tim Smith pulled up behind my stopped vehicle last evening. It was located just after the Pine Street, Hooksett overpass on Routh 93 South. He kindly asked if he could help me and changed my tire (finishing before AAA even arrived). He was courteous, kind and patient (as my 2005 Honda Pilot's spare posed some inflation issues). He got the job done in sweaty heat and I arrived home safely in MA an hour later. Tim was kind, professional, persevering and efficient. I am very grateful that he stopped. If there is a way for me to tip him in some way, please let me know. Thank you! Kristin"

Assisted by Tim Smith, Motorist Safety Patrol - I-93 on Friday, July 16

"Anthony Tedeson helped us change a tire and saved us a ton of time trying to use the spare and spare tools . He was extremely helpful and wouldn't even take the cash tip we tried to give him "

Assisted by Anthony Tedeson, Motorist Safety Patrol - I-95 on Friday, July 16

EXHIBIT A – CONTRACT DELIVERABLES

Terms and Conditions:

The Vendor agrees to the following:

1. The Vendor 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 Vendors control such as vehicle accidents shall be repaired by NHDOT. NHDOT 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. The Vendor will be responsible for any damages that are caused, directly or indirectly, by the Vendor's installation, replacement or removal of the sponsorship acknowledgement.
2. All advertising shall be submitted to NHDOT for approval thirty (30) days prior to installation.
3. MSP vehicles shall need identification safety markings and emergency lighting at all times. NHDOT will work cooperatively with Vendor regarding all necessary markings and placement of advertising. The advertising shall not impair safety regulations.
4. VENDOR 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. VENDOR may subcontract Services subject to the provisions of the Contract. VENDOR must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider VENDOR 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.

Deliverables and Services

VENDOR shall provide the State with the Deliverables and Services in accordance with the time frames for this Contract, and as more particularly described in this Contract Exhibit A: *Contract Deliverables*.

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

Sponsor's Initial: _____

Date: _____

CONTRACT MANAGEMENT

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

VENDOR's Contract Manager

VENDOR shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. VENDOR's selection of VENDOR 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 VENDOR Contract Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of VENDOR's Contract Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

VENDOR 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 VENDOR's representative for all administrative and management matters. VENDOR's Contract Manager shall perform the duties required under the Contract. VENDOR'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. VENDOR's Project Manager must work diligently and use his/ her best efforts on the Project.

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

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

VENDOR's Contract Manager is:

Mailing Address:

Tel:

Fax:

Email:

Sponsor's Initial: _____

Date: _____

State Project Manager

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

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

The State Project Manager is:

Lisa Cummings
Department of Transportation
Bureau of Turnpikes
36 Hackett Hill Rd
Hooksett, NH 03106

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

Reference and Background Checks

The State may, at its sole expense, conduct reference and background screening of VENDOR 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*

CONTRACT DOCUMENTS

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

- A. P-37 – The Contract Agreement
- B. Part 2 – Consolidated Exhibits
 - Exhibit A- Contract Deliverables
 - Exhibit B- Price and Payment Schedule
 - Exhibit C- Special Provisions
 - Exhibit D- The Vendor Proposal, by reference
 - Exhibit E- Certificates and Attachments

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”).

Sponsor's Initial: _____
Date: _____

The Contract shall begin on the Effective Date and extend through three (3) years ("Initial Term"). The Sponsorship term may be extended by five (5) 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, up to but not beyond _____.

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

The State does not require VENDOR to commence work prior to the Effective Date; however, if VENDOR commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of VENDOR. In the event that the Contract does not become effective, the State shall be under no obligation to pay VENDOR 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

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*.

VENDOR RESPONSIBILITIES

VENDOR 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.

VENDOR may subcontract Services subject to the provisions of the Contract. VENDOR must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider VENDOR 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.

Deliverables and Services

VENDOR shall provide the State with the Deliverables and Services in accordance with the time frames for this Contract, and as more particularly described in this Contract Exhibit A: *Contract Deliverables*.

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

Sponsor's Initial: _____
Date: _____

TERMS AND DEFINITIONS

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

Agency	"Agency" shall mean the Bureau or Department, both as defined herein.
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document
Bureau	New Hampshire Department of Transportation (NHDOT), Bureau of Turnpikes, 36 Hackett Hill Road, Hooksett, NH 03106, Mailing Address: Bureau of Turnpikes, PO Box 2950, Concord NH 03302-2950
Completion Date	End date for the Contract
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities.
Contracted Vendor	The vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Contractor	The contracted Vendor who shall perform the duties and specifications of the Contract.
Department	An agency of the State – N.H. Department of Transportation
Digital Signature	Guarantees the unaltered state of a file
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.
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 b. Failure to perform any other covenant, term or condition of the Contract

Sponsor's Initial: _____

Date: _____

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.

Sponsor's Initial: _____
Date: _____

Sponsor's Initial: _____
Date: _____

EXHIBIT B – PRICE AND PAYMENT SCHEDULE

1. The Vendor shall be responsible for paying 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 approximate date.

The sponsorship fee shall be:

<u>Bureau</u>	<u>Time Period</u>	<u>Sponsorship Amount</u> <u>(Dollars)</u>
Highway Maintenance	July 1, 2022 – June 30, 2023	\$ _____
Turnpikes	December 1, 2022 – June 30, 2023	\$ _____
Highway Maintenance	Annually: July 1 – June 30	\$ _____
Turnpikes	Annually: July 1 – June 30	\$ _____

2. The annual total sponsorship fee shall not exceed _____ Dollars and No Cents (\$).

Sponsor's Initial: _____
Date: _____

EXHIBIT C - SPECIAL PROVISIONS

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

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. Add the following provision, Assignment, Delegation and Subcontracts to the General Provisions, P-37:

VENDOR 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 VENDOR of any of its obligations under the Contract nor affect any remedies available to the State against VENDOR that may arise from any event of default of the provisions of the contract. The State shall consider VENDOR to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

Notwithstanding the foregoing, nothing herein shall prohibit VENDOR from assigning the Contract to the successor of all or substantially all of the assets or business of VENDOR provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that VENDOR should change control, as permitted under this Contract Agreement, Section 12: *Change of Control*, the State shall have the option to continue under the Contract with VENDOR, its successors or assigns for the full remaining term of the Contract; continue under the Contract with VENDOR, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to VENDOR, its successors or assigns.

Sponsor's Initial: _____

Date: _____

REQUEST FOR BID (RFB) FOR THE SPONSORSHIP OF THE NHDOT MOTORIST SERVICE PATROL 2022

ADDENDUM NUMBER 1 – Response to Vendor Questions

March 10, 2021

Question 1: Under Section 1: Introduction, the Department lists the Motorist Service Patrol (MSP) assets on which the Vendor's Advertising will be officially included.

- a. The list includes signage posted on the MSP roadways advising motorists of MSP sponsorship. Will the Department please confirm this new agreement will include the same number of signs currently in place for the MSP Sponsorships: sixteen (16) for BOT and six (6) for BHM?
- b. The lists does not include MSP operator uniforms, which currently include a sponsorship patch on the safety vests, as well as the option to provide hats with sponsorship recognition. Please confirm the MSP sponsorship will also include these same uniform placements.

Answer 1:

- a. Yes, the same number of signs currently in place will be included in the new agreement.
- b. The Department will provide safety vest for the vendor to add a sponsor patch. The sponsor patch design will be required to be submitted to the Department for review and approval. The vendor can provide hats for MSP operators. Details of the hats will be required to be submitted to the Department for review and approval.

Question 2: On page 12 under "Contract Term", the RFB states: "The sponsorship term may be extended by five (5) additional two (2) year terms ('Extended Term') subject to the sole option of the state, subject to the parties' prior written agreement, to continue at the 'Initial Term' sponsorship amount..."

- a. It is our understanding of this provision that the state must initiate the renewal option, but all parties' will have the opportunity to agree to the renewal option in advance of the renewal term. Please confirm this understanding.
- b. Whereas our prospective sponsor require one-year renewal options, would the Department consider offering ten (10) one-year renewal terms?

Answer 2:

- a. Yes, all parties will have the opportunity to agree to the renewal in advance.

- b. While the Department prefers two (2) year renewal terms to reduce administrative requirements, the Department will allow ten (10) one-year renewal terms. Vendors may annotate the bid documents to indicate the preferred renewal terms. The minimum acceptable renewal terms will be ten (10) one-year renewal terms.

Questions 3: On page 12 under "Sponsorship Fee", the RFB calls for annual payments of the sponsorship fee beginning within thirty (30) days after given notice to proceed. Whereas our prospective sponsor requires quarterly sponsorship fee payments and requiring annual sponsorship fee payments may prohibit the sponsor from bidding, would the Department allow for quarterly sponsorship fee payments to be paid to BHM on July 1, October 1, January 1, and April 1 in the first year and each year thereafter and to BOT on December 1, March 1, and June 1 (one month payment) on the first year and then joining the same schedule as BHM in the future.

Answer 3: While the Department prefers annual sponsorship fee payments, quarterly sponsorship fee payments as identified above will be acceptable. Vendors may annotate the bid documents to indicate the preferred payment schedule. The minimum schedule for sponsorship fee payments will be paid to BHM on July 1, October 1, January 1, and April 1 in the first year and each year thereafter and to BOT on December 1, March 1, and June 1 (one month payment) on the first year and then joining the same schedule as BHM in the future.

TravelersMarketing

March 23, 2022

By: FedEx Tracking No. 776351719905

New Hampshire DOT
Bureau of Highway Maintenance
Bureau Administrator
c/o Mark Kirouac
7 Hazen Drive
Concord, NH 03101-0483

RE: Request for Bid (RFB) for the Sponsorship of the New Hampshire Department of Transportation (NHDOT) Motorist Service Patrol (MSP)

To Whom It May Concern:

Travelers Marketing is pleased to once again submit a bid for sponsorship of the NHDOT Motorist Service Patrol program. With this bid, we present, as the program sponsor, the brand *Fortune* magazine has named the most admired property-casualty insurance operation in the country for the past several years: Berkshire Hathaway's Government Employees Insurance Company (GEICO). Together, Travelers Marketing and GEICO offer NHDOT the greatest sponsorship value and the most qualified team to deliver MSP Sponsorship implementation and management.

Travelers Marketing will serve as the sponsor's agent for the New Hampshire DOT MSP Sponsorship program. We will be responsible for coordinating implementation and launch of the sponsorship, as well as providing ongoing management post-launch. Having secured GEICO's commitment to sponsor the NHDOT MSP program prior to submitting this bid, Travelers Marketing would execute a sponsorship agreement directly with NHDOT.

TRAVELERS MARKETING: SPONSOR AGENT

Travelers Marketing is unmatched in its track record of partnering with state transportation departments and turnpike authorities to leverage the state's assets for the purpose of generating new sponsorship revenue. We hold contracts in 35 states, encompassing a large portfolio of products and venues. Since the company's inception in 1998, Travelers Marketing has generated over \$250 million on behalf of its roadway partners.

Moreover, Travelers Marketing is without competition when it comes to developing, selling, implementing, and managing Safety Service Patrol (SSP) Sponsorship programs, like the NHDOT MSP program. We created the SSP Sponsorship model in 2002 in Massachusetts with support from Commerce Insurance (now MAPFRE Insurance) and continue to manage this program today, nearly 20 years later. We remain the only entity to have sold and/or manage statewide DOT SSP Sponsorships. While others have tried to compete, none have succeeded without our involvement. We have successfully developed, implemented and managed SSP Sponsorship in 22 states, including the current NHDOT MSP Sponsorship programs with Bureau of Highway Maintenance (BHM) and Bureau of Turnpikes (BOT).

209 West Central Street, Suite 101
Natick MA 01760
781.416.5000 | www.travelersmarketing.com

TravelersMarketing

Since 2012, Travelers Marketing has actively supported NHDOT's pursuit of sponsorship revenue to offset operational costs of its MSP program. We worked closely with the DOT to develop sponsorship of the BOT MSP program and procure a sponsor. In 2015, we extended sponsorship to include the BHM MSP program. Over the past decade, Travelers Marketing has delivered over \$1.3 million in sponsorship revenue for the NHDOT programs.

Travelers Marketing has valued our role working with NHDOT to design, implement, sell, and manage these highly successful sponsorship programs that provide supplementary funding to support highway safety on New Hampshire's turnpikes and I-93, while also amplifying, enhancing, and promoting the DOT's transportation assets and services. Our MSP Sponsorship program produces significant recurring revenue for NHDOT, increases the visibility and safety of the vehicles and the MSP operators, and raises public awareness and appreciation for MSP. With this bid, Travelers Marketing intends to extend these services.

GEICO: SSP SPONSOR

GEICO is the largest auto insurer in New Hampshire and, like NHDOT, GEICO is committed to providing outstanding community service and excellent customer service. Their mission is to keep people secure against unanticipated threats and provide outstanding customer service. The alignment of their mission with the NHDOT MSP service, purpose, and goals is one of the reasons they have chosen to sponsor the program, providing a sustainable revenue stream for NHDOT.

GEICO has worked for decades to help make driving safer for all citizens, supporting legislation to protect drivers, building public awareness and developing educational materials. The NHDOT MSP program is a natural extension of their efforts to support and promote safe driving, which is why in December 2021, GEICO signed-on as sponsor of the NHDOT BOT MSP program. The sponsorship announcement was accompanied by a donation of 500 toys to Operation Santa Claus, another demonstration of how GEICO gives back to communities in the state.

Since launching the program late last year, GEICO has also committed to promoting the NHDOT MSP program. The sponsor has coordinated radio spots to air in the Portsmouth-Dover-Rochester market and posted a question and answer style article on its *GEICO Living* website. GEICO is actively raising awareness of the MSP program and services.

GEICO has also shown support for SSP programs beyond New Hampshire. GEICO is the official sponsor of SSP programs in eight other states. The company is continuing to grow its connection to these programs, which personify their commitment to outstanding service and safer roads.

Further, GEICO is a highly recognizable and reputable company. Founded in 1936, the company has more than 17 million auto policies in force and insures more than 28 million vehicles. It is one of the fastest-growing major auto insurers in the U.S., employing more than 40,000 associates. In addition, the company enjoys high ratings in the industry for financial strength and claims-paying ability.

- AA+ rating from Standard and Poor's
- Aa1 from Moody's
- A++ from A.M. Best

OPERATIONS & SPONSORSHIP

Travelers Marketing understands that the mission of the NHDOT MSP program is to "assist and provide service for motorists experiencing motor vehicle problems" while traveling the state's highways. We appreciate the tremendous efficacy of the NHDOT MSP program to reduce non-recurring congestion and to serve the traveling public. Further, the company acknowledges NHDOT's full operational control of the MSP program. The fact that the MSP is an official state program is an important dimension of its sponsorship value.

The operation and control of each and every one of Travelers Marketing's sponsored SSPs remains with the state partner, not the sponsor. In its design and execution of the sponsorship program, Travelers Marketing scrupulously avoids any action or activity that might adversely impact operations and function. The company's sponsorship programs apply only to graphics, branding and exposure. It has no impact on the practice, procedures, policy, or protocols affecting incident management, traffic control, congestion mitigation, or any other operational aspect of the work of the patrols.

SPONSORSHIP ELEMENTS

With GEICO as the exclusive NHDOT MSP program sponsor, Travelers Marketing is prepared and committed to implement the sponsorship elements presented by NHDOT, as well as program enhancements, including:

- Official sponsor designation: "New Hampshire DOT Motorist Service Patrol sponsored by GEICO" or "New Hampshire DOT Safety Patrol sponsored by GEICO"
- Co-branding of the MSP vehicle fleet comprised of five vehicles (four with the BOT and one with the BHM) with NHDOT and sponsor logos on all four sides, including back board logo placement, as well as reflective striping to enhance safety and increase visibility for patrol operators and motorists
- Recognition on a minimum of 22 mainline MSP acknowledgement signs placed along covered patrol routes to educate motorists about the availability of the MSP program
- Production of sponsor logo patches for operator vests and the provision of hats for the operators
- Creation and production of motorist handouts, to be distributed by MSP operators to assisted motorists, with MSP information and a link to an online survey
- Provision of sponsor-branded giveaway items, such as rain ponchos, emergency blankets, and Gecko plushies, to be distributed by MSP operators to assisted motorists
- Incorporation of the MSP program on the sponsor's customer response website (www.SafetyPatrolinfo.com) with an online survey for real-time feedback from assisted motorists
- Promotion of a social media hashtag (#GEICOSafetyPatrol) to be used by the general public to share their experiences with the patrol
- Integration of sponsor recognition on the NHDOT MSP webpages

- Distribution of a NHDOT BHM press release to announce the new sponsorship program, recognize NHDOT for its innovative sponsorship funding solutions, and raise awareness about the MSP program
- Coordination of the MSP co-branded vehicles at sponsor-initiated community and safety events (sponsor would pay costs to cover vehicle travel and MSP operator time)
- Periodic promotion of the NHDOT MSP program and its sponsorship through NHDOT press releases, traditional media channels, social media, and joint promotional materials throughout the term of the sponsorship

Travelers Marketing may also propose to add other program enhancements from time to time for NHDOT's consideration.

GRAPHIC TREATMENT

As is currently the case with the GEICO-sponsored NHDOT BOT sponsorship elements, the graphic treatment will incorporate the NHDOT name, while simultaneously aligning the sponsor with the program. Each treatment will require approval from NHDOT. In all matters pertaining to the sponsorship of the NHDOT MSP program, Travelers Marketing is intimately familiar with the relevant sections of the Manual of Uniform Traffic Control Devices (MUTCD) and FHWA Order 5160.1A dated April 7, 2014. All graphic treatments will meet these guidelines, as well as state guidelines.

Travelers Marketing and the sponsor are as concerned as NHDOT about the image and perception of the MSP program. The sponsorship program elements carry the identity of the DOT and the sponsor and reflect on both. The sponsorship should always be presented in a clean, well-appointed and professional manner. Presentation/image is critical.

Therefore, it is essential the design and materials represent the highest quality and the quality be maintained over the life of the sponsorship. Based on years of experience, Travelers Marketing utilizes materials that are of superior quality, works to quickly identify sponsorship program elements in need of maintenance and/or repair, and addresses any sponsor graphic maintenance or repair needs as soon as possible.

TERM

Travelers Marketing agrees to a two-year initial term commitment, with ten mutually agreed upon 12-month renewals. Sponsorship of the NHDOT BOT MSP program may continue uninterrupted. Travelers Marketing will work with NHDOT BHM to convert the sponsorship elements to GEICO as quickly as possible to meet the intended start date of July 1, 2022. However, if together we cannot meet the July 1 start, we propose the sponsorship officially start when the co-branding of 70% of the MSP vehicle and the six highway signs are fully installed ("Effective Date").

PAYMENT SCHEDULE

In exchange for sponsorship rights as listed under "Sponsorship Elements", Travelers Marketing agrees to pay, on behalf of the sponsor, the Sponsorship Amounts listed in the MSP Sponsorship Proposal Form in four quarterly installments each year of the term or renewal term, as listed herein:

- BHM payments to be made on July 1, October 1, January 1, and April 1 in the first year and each year thereafter.
- BOT payments to be made on December 1, March 1, and June 1 (one month payment) in the first year and then joining the same schedule as BHM in future years.

Travelers Marketing will collect the sponsorship fee and remit payment to the DOT immediately upon receipt.

IMPLEMENTATION

With prior written approval from NHDOT, Travelers Marketing and its production and design firm, BachLees Design, will work with NHDOT and GEICO to ensure that sponsorship implementation occurs flawlessly, with results of the highest quality. Travelers Marketing knows that implementation must take place without any disruption to the current operations of the NHDOT MSP program. With good communication and coordination of schedules, the Travelers Marketing team is able to implement sponsorship expeditiously and without delays or disruption to the vital service.

The sponsor will provide a turnkey sponsorship, covering the costs of design, production, and installation of approved sponsor graphics for the five MSP vehicle fleet. The sponsor will provide handouts, uniform patches, and giveaway items for application and distribution by NHDOT. The sponsor will also provide an online survey site for motorists to submit feedback about their experience with the patrol. NHDOT will be responsible for the production and installation of the mainline signage.

ONGOING MANAGEMENT

Travelers Marketing will assume the ongoing responsibility for actively managing the sponsorship program. We will work closely with NHDOT operations and program managers to monitor performance and program elements during the term of the contract.

Travelers Marketing will rely on NHDOT to notify us of any repair and/or changes required to sponsor graphics throughout the term of the program. We may also conduct periodic surveys of vehicle graphics to ensure sponsorship compliance. It is expected that NHDOT will make arrangements for vehicle graphic installations and surveys to be conducted at NHDOT facilities in clean, well-lit, temperature-controlled, indoor spaces. This work will take place without any disruption to steady-state operations.

In addition, Travelers Marketing will work with the sponsor to establish and demonstrate the marketing benefits of the NHDOT MSP Sponsorship. Success will be measured quantitatively using data supplied by NHDOT every month detailing MSP activity and assists, as well as qualitatively via the experience reported in motorist feedback surveys and on social media.

Being in close communication with NHDOT and GEICO will allow the Travelers Marketing team to better assess customer satisfaction and discover ways to further enhance the program to meet the needs of both parties. The collective goal is for a long-term, mutually satisfactory relationship between the sponsor and NHDOT.

OUR COMMITMENT

We are committed to maximizing the sponsorship value to NHDOT to support the continuity and ongoing success of the MSP program. Our sponsorship model matches the scope of the RFB and our unblemished record of designing, selling and managing SSP Sponsorship programs matches the expectations of the Department. Our team stands ready to perform the work necessary to ensure continued success for the DOT.

On behalf of my colleagues at Travelers Marketing, I hope NHDOT views our submission favorably and we may continue our collaborative partnership.

Sincerely,



Brian Lee

Managing Partner

781.258.5585 | blee@travelersmarketing.com

Section IV: MSP Sponsorship Proposal Form

Submission: Proposal must be received at Bureau of Highway Maintenance by 2:00 PM EST, Wednesday, March 23, 2022 and addressed to:

**New Hampshire Department of Transportation
Bureau of Highway Maintenance
Bureau Administrator
7 Hazen Drive
Concord, New Hampshire 03101-0483**

This form and all other attachments must be stapled together. Proposals shall be submitted in two envelopes, with the inner envelope sealed and plainly marked "Bid for NHDOT Motorist Service Patrol". Three (3) copies of the proposal form with all attachments must be submitted. If you have any questions completing the form, please contact the BHM at (603)-271-2693.

The minimum guaranteed annual BHM MSP sponsorship amount is \$35,000.00. The minimum guaranteed annual BOT MSP sponsorship amount is \$130,000.00. The term of the sponsorship is two (2) years. The Sponsorship term may be extended by five (5) additional two (2) year terms ("Extended Term") subject to 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.

Vendor Name: Travelers Marketing LLC

Address: 209 West Central, Suite 101

City: Natick

State: MA

Zip: 01760

Phone: 781-416-5000

Fax: N/A

Cell: 781-258-5585

Email: blee@travelersmarketing.com

By (Signature):

 _____

Witness:

 _____

Name (Printed): Brian Lee

(Printed): Elizabeth LaBelle

Title: Managing Partner

Title: SVP, Operations

Date: March 21, 2022

Date: March 21, 2022

Sponsorship Amount:

<u>Bureau</u>	<u>Time Period</u>	<u>Sponsorship Amount</u> <u>(Dollars)</u>
Highway Maintenance	July 1, 2022 – June 30, 2023	\$40,000
Turnpikes	December 1, 2022 – June 30, 2023	\$81,667
Highway Maintenance	Annually: July 1 – June 30	\$40,000
Turnpikes	Annually: July 1 – June 30	\$140,000

EXHIBIT F – CERTIFICATES AND ATTACHMENTS

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: AL

Date: 4-27-22

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

27th day of April _____, 2022, which meeting was duly held in accordance with

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

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

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

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

Brian Lee _____ President Name

N/A _____ Vice President Name

N/A _____ Treasurer Name

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

of the Corporation and have affixed its corporate seal this 27th day of April, 2022.

[Signature]
(Title)

(Seal)

STATE OF Massachusetts

COUNTY OF Middlesex

On this the 27th day of April, 2022, before me, Lillian Barbadora the undersigned officer, personally appeared Mark Crowley, who acknowledge her/himself to be the

Chief Financial Officer of Travelers Marketing LLC, a corporation, and that she/he, as
(Title) Chief Financial Officer (Name of Corporation) of Travelers Marketing, LLC

such Chief Financial Officer 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

Chief Financial Officer of Travelers Marketing, LLC.

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

[Signature]
Notary Public/Justice of the Peace

My Commission expires: 2-9-2029



Lillian Lieber Barbadora
NOTARY PUBLIC
Commonwealth of
Massachusetts
My Commission Expires
2/9/2029

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that 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: 0005764635



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. 2022.

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

David M. Scanlan
Secretary of State