



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

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CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

October 10, 2012
Bureau of Turnpikes

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1. Authorize the Department of Transportation, Bureau of Turnpikes to enter into a contract with Travelers Marketing LLC, Wellesley, MA, (Vendor Code #227453) for sponsorship of the Bureau of Turnpikes Motor Service Patrol along Interstate 95 and the Spaulding Turnpike for a fee to be paid to the Bureau of Turnpikes in the amount of \$145,500 to be effective upon Governor and Council approval through November 30, 2015, with the option to renew for two additional two-year periods subject to Governor and Council approval. Revenue is to be deposited into Turnpike Revenue Accounts.

2. Authorize the Department of Transportation, Bureau of Turnpikes to accept and expend Sponsorship Fees from Travelers Marketing LLC, in the amount of \$45,300.00 for sponsorship of the Bureau of Turnpikes Motor Service Patrol along Interstate 95 and the Spaulding Turnpike to be effective upon Governor and Council approval through June 30, 2013. Funding for Fiscal Years 2014 and 2015 will be budgeted in the Bureau of Turnpikes budget. 100% Other Funds – Sponsorship Fees.

Sponsorship Fees will be due for the first year of the contract within (5) five business days of the scheduled Launch event of the program, subsequent to Governor and Council approval, and will be due for the next two years on the anniversary date of the scheduled Launch event during Fiscal Year 2014 and 2015, Funds for this request are to be budgeted in Fiscal Year 2013 as follows. There are sufficient funds in the benefit class to cover additional benefit costs associated with the increase in the salary line.

Table with 4 columns: Item Description, Current Budget Fiscal Year 2013, Requested Change, Revised Budget Fiscal Year 2013. Rows include Turnpikes Blue Star Maintenance Expenses: 010 500100 Personal Services - Permanent, 017 500147 FT Employees Special Pay, 018 500106 Overtime, 019 500105 Holiday Pay, 020 500200 Current Expense, 022 500255 Rents-Leases Other than State, 023 500291 Heat, Electricity, Water, 024 500225 Maint Other than Bldg-Grnds, 030 500311 Equipment, 047 500240 Own Forces Maint, 048 500226 Contract Maint Bldgs & Grnds, 050 500109 Personal Services - Temp, 060 500601 Benefits, 068 500563 Remuneration, 070 500704 In-State Travel.

	Total	\$2,826,652	\$29,400	\$2,856,052
Source of Funds				
Revenue:				
000-000017 Turnpike Fund		\$2,826,652	\$0	\$2,826,652
009-403669 Sponsorship Fee		0	29,400	29,400
	Total	\$2,826,652	\$29,400	\$2,856,052

04-096-096-961017-7037	Current Budget Fiscal Year 2013	Requested Change	Revised Budget Fiscal Year 2013	
Turnpikes Spaulding Maintenance				
Expenses:				
010 500100 Personal Services – Permanent	\$376,968	\$0	\$376,968	
017 500147 FT Employees Special Pay	10,610	0	10,610	
018 500106 Overtime	135,833	15,900	151,733	
019 500105 Holiday Pay	7,916	0	7,916	
020 500200 Current Expense	479,107	0	479,107	
022 500255 Rents-Leases Other than State	109,250	0	109,250	
023 500291 Heat, Electricity, Water	61,100	0	61,100	
024 500225 Maint Other than Bldg-Grnds	4,877	0	4,877	
030 500311 Equipment	421,180	0	421,180	
047 500240 Own Forces Maint	1,102	0	1,102	
048 500226 Contract Maint Bldgs & Grnds	72,922	0	72,922	
050 500109 Personal Services – Temp	8,647	0	8,647	
060 500601 Benefits	238,049	0	238,049	
068 500563 Remuneration	3,183	0	3,183	
070 500704 In-State Travel	3,391	0	3,391	
	Total	\$1,934,135	\$15,900	\$1,950,035
Source of Funds				
Revenue:				
000-000017 Turnpike Fund	\$1,934,135	\$0	\$1,934,135	
009-403669 Sponsorship Fee	0	15,900	29,400	
	Total	\$1,934,135	\$15,900	\$1,950,035

EXPLANATION

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

Where as from May 2010 to present, the program has operated utilizing Turnpike funds, the Department now proposes to operate the program utilizing revenue from a private vendor in return for advertising a sponsor's name on the MSP vehicle, as well as other marketing elements as indicated below.

The Bureau operates the specially equipped MSP vehicle on the I-95 approximately five (5) hours per day, Mon – Thurs and ten (10) hours Friday, Saturday & Sunday from the weekend prior to Memorial Day Weekend to the weekend after Labor Day Weekend for a total of 18 weeks and approximately 900 hours. The MSP also operates on I-95 and Spaulding Turnpike (NH 16) Monday – Friday five (5) hours a day from mid-September to mid-May, approximately 850 hours. The MSP vehicle provides immediate service to disabled vehicles inside the patrol route. Presently, personnel costs required to operate the service patrol are paid with overtime funds (class 18) from the Turnpike Blue Star and Spaulding Maintenance Accounts. Expansion of the program was not budgeted in Fiscal Year 2013 in those accounts.

The Bureau's MSP Program consists of one (1) MSP vehicle, which is a Ford F-250 pick-up truck with full crew cab that can accommodate five (5) passengers and Omaha utility beds. The vehicle is equipped with a fuel cell to replenish fuel-depleted vehicles, an impact wrench to remove lug nuts, a compressor to inflate soft tires, a floor jack, jumper cables, lock-out tools, water, push bumper, flares, state-of-the-art emergency lighting, State radio and cellular phone.

The sponsorship for this program is State Farm Insurance with Travelers Marketing managing the contract. The sponsorship will include, but is not limited to, annual revenue fee to the Bureau, the wrapping of the Bureau's MSP vehicle identifying the sponsorship, customer satisfaction feedback postcards, hats for Bureau drivers, patches to be displayed on their safety vests, and State Farm's Thankdriver.com website. The Department will be installing informational highway signs identifying the NHDOT Safety Patrol and the sponsorship. The Bureau's website will provide content about the safety patrol and a link to the Thankdriver website.

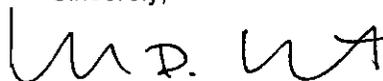
The contract also reserves the right for the Department to expand the MSP to fully cover the Spaulding Turnpike and/or patrol the FE Everett Turnpike. Travelers Marketing reserves the right of first refusal of the sponsorship benefits for a prorated annual sponsorship amount based on the number of additional vehicles and anticipated annual hours of operation.

The Department advertised for proposals for sponsorship of the MSP program in the Manchester Union Leader and the Portsmouth Herald on April 25 through April 28, 2012. Invitations to bid were also sent to twenty-six insurance companies who do business in New Hampshire. One sealed bid was received and publicly opened on May 24, 2012. Travelers Marketing, LLC was the sole bidder to provide sponsorship of the program as required in our proposal. The contract will begin subsequent to approval by the Governor and Council, no earlier than November 1, 2012 and end November 30, 2015. The contract is for a total of \$145,500.00. The sponsorship provides \$45,300.00 to the Department through FY2013, and \$50,100.00 for FY2014, and \$50,100.00 for FY2015.

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,

A handwritten signature in black ink, appearing to read "C. D. Clement, Sr.", written in a cursive style.

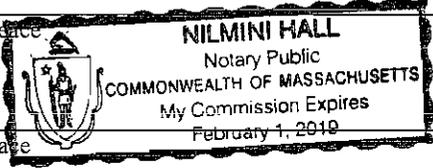
Christopher D. Clement, Sr.
Commissioner

Attachments

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
MOTOR SERVICE PATROL
BUREAU OF TURNPIKES
CONTRACT AGREEMENT - PART 1**

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

GENERAL PROVISIONS

1.1 State Agency Name Department Of Transportation		1.2 State Agency Address P.O. Box 483, Concord NH 03302-0483	
Contractor Name Travelers Marketing LLC <i>MSB 10/5/12 DS 10/9/12</i>		1.4 Contractor Address 47 Church St. Suite 301 Wellesley, MA 02482	
1.5 Contractor Phone Number 617-332-5363 (4) <i>701 416 3337</i> <i>MSB 10/5/12 DS 10/9/12</i>	1.6 Account Number 04-96-961017-7032-018-500106 04-96-961017-7037-018-500106	1.7 Completion Date November 30, 2015	1.8 Price Limitation \$150,100 \$145,500.00 <i>MSB 10/5/12 DS 10/9/12</i>
1.9 Contracting Officer for State Agency David J. Brillhart, P.E. Assistant Commissioner		1.10 State Agency Telephone Number 603-271-1486	
1.11 Contractor Signature <i>David P. Stein</i>		1.12 Name and Title of Contractor Signatory <i>DAVID E. STEIN, CEO</i>	
1.13 Acknowledgement: State of <u>Massachusetts</u> County of <u>Norfolk</u> On <u>10-2-2012</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>Nilmini Hall</i> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature <i>David J. Brillhart</i>		1.15 Name and Title of State Agency Signatory <i>David J. Brillhart, Asst. Commissioner</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>David M. Holtz</i> On: <i>10/25/12</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
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BUREAU OF TURNPIKES
CONTRACT AGREEMENT – PART 1

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

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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.

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CONTRACT AGREEMENT – PART 1**

Exhibit B- Price and Payment Schedule
Exhibit C- Special Provisions
Exhibit D- The Vendor Proposal, by reference
Exhibit E- Certificates and Attachments

1.2 Contract Term

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

The Contract shall begin on the Effective Date and extend through November 30, 2015. The Term may be extended up to two 2-year extensions, (“Extended Term”) at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term, up to but not beyond November 30, 2019.

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

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

2. COMPENSATION

2.1 Contract Price

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

3. CONTRACT MANAGEMENT

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

3.1 TRAVELERS MARKETING’s Contract Manager

TRAVELERS MARKETING shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. TRAVELERS MARKETING’s selection of TRAVELERS MARKETING Contract Manager shall be subject to the prior written approval of the State. The State’s approval process may include, without limitation, at the State’s discretion, review of the proposed TRAVELERS MARKETING

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Contract Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of TRAVELERS MARKETING's Contract Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

- 3.1.1** TRAVELERS MARKETING Contract Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as TRAVELERS MARKETING's representative for all administrative and management matters. TRAVELERS MARKETING's Contract Manager shall perform the duties required under the Contract. TRAVELERS MARKETING's Contract Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. TRAVELERS MARKETING's Project Manager must work diligently and use his/ her best efforts on the Project.
- 3.1.2** TRAVELERS MARKETING shall not change its assignment of TRAVELERS MARKETING Contract Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of TRAVELERS MARKETING's Contract Manager shall not be unreasonably withheld. The replacement Contract Manager shall have comparable or greater skills than the TRAVELERS MARKETING Contract Manager being replaced; meet the requirements of the Contract, and be subject to reference and background checks. TRAVELERS MARKETING shall assign a replacement TRAVELERS MARKETING Contract Manager within ten (10) business days of the departure of the prior TRAVELERS MARKETING Contract Manager, and TRAVELERS MARKETING shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim TRAVELERS MARKETING Contract Manager.
- 3.1.3** Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare TRAVELERS MARKETING in default and pursue its remedies at law and in equity, if TRAVELERS MARKETING fails to assign a Contract Manager or meet the requirements and terms of the Contract.
- 3.1.4** TRAVELERS MARKETING's Contract Manager is:
Samuel McClain
V.P. of Sponsorship

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

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CONTRACT AGREEMENT – PART 1

3.2 State Contract Manager

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

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

The State Contract Manager is:

John Corcoran
Department of Transportation
Bureau of Turnpikes
36 Hackett Hill Road
Hooksett NH 03106

Mailing Address:
Bureau of Turnpikes
PO Box 2950
Concord NH 03302-2950
Tel: (603) 485-3806
Fax: (603) 485-2107
Cell (603) 545-4531
Email: jcorcoran@dot.state.nh.us

3.3 Reference and Background Checks

The State may, at its sole expense, conduct reference and background screening of TRAVELERS MARKETING Contract Manager. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement, Part 2-Section 11: *Use of State's Information, Confidentiality*.

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

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

8.2.3 Set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

8.3 This Agreement may be terminated for cause by the Contractor upon thirty (30) days written notice to the State upon the occurrence of any material breach of the terms and conditions of this Agreement by the State and further provided that the State fails to cure said violation within thirty (30) days from the time of receipt of said written notice. Breach shall include, but not be limited to, the MSP Program being terminated or ceases to operate in accordance with this Agreement for a period exceeding thirty (30) consecutive days. Upon termination, the State shall repay the contractor a proportionate reimbursement of paid sponsorship fee equal to the proportionate time ar) remaining in the contract year after such termination. If the Contractor terminates the Contract under this section due to cessation of service for more thirty (30) consecutive days or termination of the MSP Program, and if the cessation of service or Program termination is due to enacted legislation or budgetary reductions, then the above proportionate reimbursement of paid sponsorship fee shall be the Contractor's sole remedy

9. TERMINATION BY NECESSITY

The State may terminate the Contract, in whole or in part, by thirty (30) days written notice to the Contractor if enacted legislation or budgetary reductions compel the termination of the MSP program. In the event of such Contract termination, the Contractor shall receive a pro-rata refund of payments from the State paid from the date the MSP fleet of vehicles ceased to operate through the remainder of the year's period for which payment had been made. In the event that enacted legislation or budgetary reductions compel the reduction of annual funding for the MSP program, resulting in decreased sponsorship opportunities for a portion of the MSP fleet of vehicles, the parties agree that a reduction in the sponsorship fees shall be negotiated in good faith in accordance with such reduction. However, if such negotiations are not successful within a reasonable time, the State may then terminate the Contract, in whole or in part, by thirty (30) days written notice to the Contractor.

During the thirty (30) day period, TRAVELERS MARKETING shall wind down and cease Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or

Contract Agreement-Part 1

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14. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

- 14.1 TRAVELERS MARKETING shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.
- 14.2 TRAVELERS MARKETING shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve TRAVELERS MARKETING of any of its obligations under the Contract nor affect any remedies available to the State against TRAVELERS MARKETING that may arise from any event of default of the provisions of the contract. The State shall consider TRAVELERS MARKETING to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.
- 14.3 Notwithstanding the foregoing, nothing herein shall prohibit TRAVELERS MARKETING from assigning the Contract to the successor of all or substantially all of the assets or business of TRAVELERS MARKETING provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that TRAVELERS MARKETING should change ownership, as permitted under this Contract Agreement, Section 14: *Change of Ownership*, the State shall have the option to continue under the Contract with TRAVELERS MARKETING, its successors or assigns for the full remaining term of the Contract; continue under the Contract with TRAVELERS MARKETING, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to TRAVELERS MARKETING, its successors or assigns.

15. INDEMNIFICATION

The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 16 shall survive the termination of this Agreement.

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TRAVELERS MARKETING's initials:

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16. INSURANCE

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

16.1.1 Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

16.2 The policies described in Section 18 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

16.3 The contractor shall furnish to the contracting officer, or his or her successor, a certificate(s) of insurance for all insurance required under this agreement. Contractor shall also furnish to the contracting officer or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the contracting officer i, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

17. WORKERS' COMPENSATION

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

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

18. WAIVER OF BREACH

No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express

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failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

19. NOTICE

Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in section 3.1.4 and 3.2 herein.

20. AMENDMENT.

This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

21. CONSTRUCTION OF AGREEMENT AND TERMS

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

22. THIRD PARTIES

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

23. SEVERABILITY

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

24. ENTIRE AGREEMENT

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

Contract Agreement-Part 1

Initial All Pages:

TRAVELERS MARKETING's initials: DE

10/1/2012

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
PART 2- CONSOLIDATED EXHIBITS
EXHIBIT A – CONTRACT DELIVERABLES

DELIVERABLES AND ACTIVITIES

Official Sponsorship

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

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

- The one (1) MSP vehicle.
- A minimum of four (4) Signs e will be posted on the Turnpike advising motorists of MSP sponsorship in accordance with official highway signage rules and regulations.
- All written material where MSP is featured.
- Reference to MSP on the Bureau website (<http://www.nh.gov/dot/org/operations/turnpikes/index.htm.com>) will include sponsorship.
- All press / media releases issued by NHDOT Communication Departments involving the Bureau along I-95.
- Customer Satisfaction Feedback postcards will note the sponsorship.
- Any other advertising element included in this Agreement and/or Exhibits.

The TRAVELERS MARKETING agrees to the following:

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

Part 2 Consolidated Exhibits

Initial All Pages:

TRAVELERS MARKETING's Initials DS

Exhibit A

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
PART 2- CONSOLIDATED EXHIBITS
EXHIBIT A – CONTRACT DELIVERABLES**

- Sponsorship Launch -The announcement that the NHDOT BOT will be generating additional revenue for the BOT through sponsorship of the MSP Program can generate significant media coverage. Travelers Marketing will coordinate one major press event at NHDOT to announce the sponsorship of the Motorist Service Patrol and describe the partnership and the program. The launch of the sponsorship MSP Program shall take place as soon as practical after the wrapping of the vehicle and the installation of the four signs (“Launch”),
- Uniforms- Patches featuring the State Farm name and indicia will be added to NHDOT BOT approved aspects of drivers’ safety vests. The exact sizing and placement will be determined jointly by NHDOT BOT and Travelers Marketing and subject to NHDOT BOT approval. TRAVELERS MARKETING will provide the hats which display the State Farm name and logo to NHDOT BOT for their staff to wear during appropriate weather conditions. TRAVELERS MARKETING will routinely work with NHDOT BOT to provide patches and hats to keep sponsor elements on the Motorist Service Patrol uniforms updated and in good condition.
- MSP Program Brochure _Distribution of a collateral package of motorist information about the Motorist Service Patrol including: 1) program overview, 2) frequently asked questions (FAQs) and answers, 3) motorist feedback/reply cards or “comment cards,” with motorist option to request addition information about the sponsor and 4) a link to ThankADriver.com. The collateral will be co-branded with NHDOT BOT and –NHDOT Safety Patrol, sponsored by State Farm.
- Events
 - Travelers Marketing and State Farm Public Affairs Department propose to display MSP vehicles at safety related events and other educational events, subject to prior approval by NHDOT BOT. Safety events may include seatbelt and child safety seat checks, “Safety Breaks” at highway Rest Areas or Service Plazas during peak travel days, and teen-driver safety events. Including the MSP vehicles at these types of events increases the public’s awareness and appreciation for the important safety work the MSP Program provides in New Hampshire. The expenses associated with these events including fuel and operator wages will be covered by the Travelers Marketing.
 - State Farm through Travelers Marketing may, from time to time, seek approval from NHDOT BOT to include the Motorist Service Patrol at community events, including fairs, “walks,” parades, career-days, sporting events and more, again in an effort to increase the public’s awareness of the program and its benefits. As with the Safe Driving events, all expenses associated with these events including fuel and operator wages will be covered by the Travelers Marketing.
- As complement to comment cards, Travelers Marketing, in coordination with State Farm and other participating state agencies with sponsored patrols hosts a ThankADriver website focused on providing assisted

Part 2 Consolidated Exhibits

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Exhibit A

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
PART 2-- CONSOLIDATED EXHIBITS
EXHIBIT A -- CONTRACT DELIVERABLES**

motorists with the opportunity to share their MSP experiences. The website is a live, interactive comment card allowing motorists to answer questions about their assists, including why they needed assistance and who assisted them, and to post their comments online. ThankADriver.com surpasses the mail-in comment cards by enabling motorists to share their experiences on social networks, such as Facebook and Twitter, thereby "broadcasting" the valuable benefits of the MSP program.

Travelers Marketing will seek NHDOT BOT approval to include the MSP Program on this website. Any comments posted for the NHDOT BOT drivers will be sent directly to the designated NHDOT BOT contact(s) to share with the drivers and any other use BOT may have. In addition, Travelers Marketing will be able to track the number of visitors to the site as well as the responses to all questions posted on the site and provide a report to NHDOT BOT.

3. Implementation Plan - All advertising shall be submitted to the Bureau for approval prior to installation.
 - o Travelers Marketing and its design firm, Bach|Lees Design, will work with State Farm and NHDOT BOT to ensure that sponsorship implementation takes place without any disruption to the steady-state Motorist Service Patrol operations. Bach|Lees Design will present proposed designs to both the NHDOT BOT and Travelers Marketing for comment and will work with both parties to develop a mutually agreeable final design. Travelers Marketing will supervise this process. Bach|Lees will produce all the design schemes and manufacture the drawings.
 - o The vehicle installation estimate is subject to change based on days/times made available for installation by NHDOT BOT, condition of facilities and vehicle availability, so as not to interrupt service patrols. Travelers Marketing will begin with an onsite survey which includes photographs and measurements. During this time, Travelers Marketing will also review the facilities available for installation, meet with the project manager, determine the installation procedure and confirm the installation schedule. In addition to preparing the actual graphics for the vehicle installation, Travelers Marketing will produce photo illustrations of the vehicle for pre-approval. After approval the graphic production will begin and consist of pressure sensitive vinyl: 3M Scotchlite removable graphic film along with 3M "Diamond Grade" conspicuity tape - red/white block pattern 983-326 - 6"/6".
4. Graphic Repair- The cost for replacing or repairing sponsorship graphics, with the exception of normal wearing including wearing due to weather, will be paid by the New Hampshire DOT BOT as part of the sponsorship revenue. Travelers

Part 2 Consolidated Exhibits

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TRAVELERS MARKETING's Initials DL S

Exhibit A

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
PART 2- CONSOLIDATED EXHIBITS
EXHIBIT A – CONTRACT DELIVERABLES

Marketing will rely on NHDOT BOT to report any damage and/or changes to graphics requiring repair throughout the term of the program. Travelers Marketing will provide a customized graphics repair form to facilitate the identification and reporting of the repair process. This form can be transmitted via fax or email (according to the instructions on the form) and the repair will be coordinated within 48 hours of receipt.

5. Removal of Graphics at end of Term -Upon the conclusion or termination of the sponsorship agreement, Travelers Marketing will have the opportunity to remove their graphics within five (5) days after the notice or NHDOT BOT will remove the graphic and dispose of it appropriately.

The NHDOT agrees to the following:

1. One (1) MSP vehicle to be branded with State Farm Advertising, at the sole expense of the sponsor. In the event that NHDOT adds additional MSP vehicles during the term of the Agreement, the State agrees to negotiate in good faith the amount of the sponsorship fee with the Contractor to extend the sponsorship program to the additional vehicle(s) under the terms and conditions of the Agreement, and as outlined in Section VIII of the Request for Bid for the Sponsorship of the NHDOT Bureau of Turnpikes Motorist Service Patrol 2012 document.
2. Informational highway signs identifying Blue Star Safety Patrol sponsored by State Farm coverage, providing contact information and identifying the sponsor and NHDOT. NHDOT BOT will fabricate and install the signage at its sole expense. Fixed signage enhances Motorist Service Patrol Programs by informing motorists of the BOT's provided service. A minimum of four 4' x 6' signs shall be strategically located along the 30 miles of covered roadways. Travelers Marketing understands that the final sign design and precise locations are subject to safety guidelines and agreement by the parties.
3. Website - To include Motorist Service Patrol sponsorship content and/or links on the Department website. The precise treatment will be developed collaboratively by NHDOT BOT and Travelers Marketing
4. As outlined in the RFB, State Farm would be provided the opportunity to have handouts (postcards/ coupons/ small giveaway) for distribution by the toll collectors at the Eastern Turnpike Toll Plaza booths during the annual sponsorship term. Handouts will be approved by NHDOT BOT prior to distribution. It is expected that there would be two events annually, at one Mainline Plaza on each of the Blue Star and Spaulding Turnpikes.

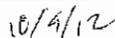
Part 2 Consolidated Exhibits

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TRAVELERS MARKETING's Initials 

Exhibit A

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
PART 2- CONSOLIDATED EXHIBITS
EXHIBIT A - CONTRACT DELIVERABLES**

5. Travelers Marketing/State Farm will be provided the opportunity to set up tables, and/or send out their "Street Teams" to NHDOT BOT's Rest Areas/Welcome Centers. It is expected that there would be up to two events annually at three Rest Areas/Welcome Centers in Hooksett and Seabrook. Additionally, posters will be installed in frames at BOT of the NH Rest Areas/Welcome Centers. The posters will provide imagery and information about the sponsored patrol. Posters will be supplied by Travelers Marketing with approval through NHDOT BOT.

6. Travelers Marketing/State Farm may engage in cross advertising promotions incorporated into the E-ZPass statements or website. Such advertising may include pre-printed messages on the statement and ad banners associated with on-line statements.

7. Motor Service Patrol Expansion Option
Travelers Marketing/State Farm reserves the right of first referral for expansion of the MSP to more fully cover the Spaulding Turnpike and the FEET. Expansion of the MSP may include the addition of one or two vehicles at comparable operating levels (1750 hrs/yr/vehicle) to that proposed under this contract. For each MSP vehicle that is added, the Vendor reserves the right of first refusal of sponsorship benefits for a prorated annual sponsorship amount based on anticipated annual hours of operation.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
PART 2-- CONSOLIDATED EXHIBITS
EXHIBIT B – CONTRACT DELIVERABLES

DELIVERABLE PAYMENT SCHEDULE

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

Gross Sponsorship Fee	\$50,100.00
Less Cost of graphic	\$4,800.00
Net Fee	\$45,300.00
 - b. The Sponsorship Fee for subsequent years shall be \$50,100.00
2. The total contract fee shall not exceed One Hundred Forty-Five Thousand, Five Hundred Dollars and No Cents (\$145,500.00).
3. The Department will accept payments in the following accounts:

04-096-096-961017-7032-009-403669	
Turnpikes Blue Star Maintenance Sponsorship Fee	\$94,600.00
04-096-096-961017-7037-009-403669	
Turnpikes Spaulding Maintenance Sponsorship Fee	\$50,900.00

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10/12/12

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
PART 2 – CONSOLIDATED EXHIBITS
EXHIBIT C - VENDOR PROPOSAL BY REFERENCE

Special Provisions

The Proposal from TRAVELERS MARKETING, Inc. to the Department of Transportation Bureau of Turnpikes is incorporated herein by reference.

Part 2 Consolidated Exhibits

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Exhibit C 10/1/2012 Page 7 of 8 Pag

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
PART 2 – CONSOLIDATED EXHIBITS
EXHIBIT D - CERTIFICATES AND ATTACHMENTS**

Attached are:

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

Part 2 Consolidated Exhibits

Initial All Pages:

TRAVELERS MARKETING's Initials DS Exhibit D

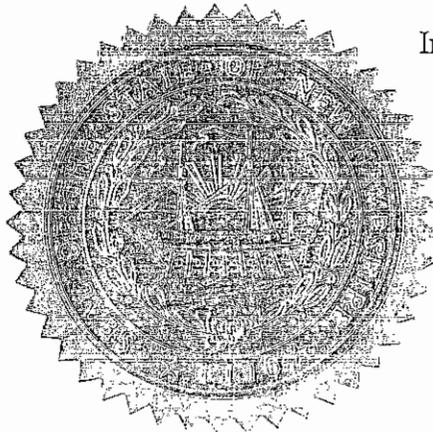
Page 8 of 8

10/9/12

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Travelers Marketing LLC a(n) Massachusetts limited liability company registered to do business in New Hampshire on June 14, 2012. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 14th day of August, A.D. 2012

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

William M. Gardner
Secretary of State

TRAVELERS MARKETING LLC

CERTIFICATE OF VOTE OF AUTHORIZATION

October 2, 2012

I hereby certify that a meeting of the Board of Directors of Travelers Marketing LLC (the "LLC") duly called and held at Wellesley, Massachusetts on the 28th day of September 2012 at which a quorum was present. It was voted that David Stein, CEO of the LLC, be and hereby is authorized to execute and deliver for and on behalf of the LLC an Agreement with the New Hampshire Department of Transportation related to the sponsorship of its Safety Patrol.

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

A true copy of the record,

Melissa Wilton

Attest: Melissa Wilton, Secretary for the LLC.

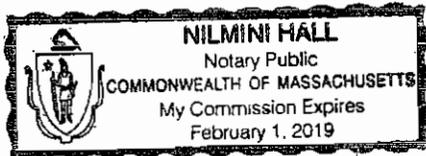
(CORPORATE SEAL)

On this 2nd day of October ~~September~~ 2012, before me, the undersigned Notary Public, personally appeared Melissa Wilton, duly designated by the board of directors and proved to me, through satisfactory evidence of identification, which was Mass. DL, that he/she is the person whose name is signed on the foregoing documents, and acknowledged to me the he/she signed voluntarily for its stated purpose and that it was his/her free act and deed.

Nilmini Hall 10/2/12

Notary Public

My Commission Expires:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/13/2012

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

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

PRODUCER Eastern Insurance Group LLC - Main 233 West Central Street Natick MA 01760	CONTACT NAME: Select Dept ext 66807 PHONE (A/C, No, Ext): 508-651-7700 E-MAIL ADDRESS: selectwork@easterninsurance.com	FAX (A/C, No): 508-653-8089
	INSURER(S) AFFORDING COVERAGE	
INSURED 2375 Travelers Marketing LLC 47 Church St, Suite 301 Wellesley MA 02482	INSURER A: Hartford Fire Insurance Co.	NAIC # 19682
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 593411328 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			08SBALR7314	4/15/2012	4/15/2013	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			08SBALR7314	4/15/2012	4/15/2013	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire
Department of Transportation
PO Box 2950
Concord NH 03302-2950

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

AUTHORIZED REPRESENTATIVE

Rebecca Ness



CERTIFICATE OF LIABILITY INSURANCE

TRAVE-1 OF ID: LW

DATE (MM/DD/YYYY)
10/25/12

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

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

PRODUCER Hoffman Insurance Services, Inc 141 Linden St. PO Box 9002 Wellesley, MA 02482-9002 Robert S. Hoffman III	Phone: 781-235-0087 Fax: 781-235-6665	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ E-MAIL ADDRESS: _____ FAX (A/C, No): _____																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Hartford Insurance Company</td> <td>22357</td> </tr> <tr> <td>INSURER B:</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>INSURER C:</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>INSURER D:</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>INSURER E:</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>INSURER F:</td> <td>_____</td> <td>_____</td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hartford Insurance Company	22357	INSURER B:	_____	_____	INSURER C:	_____	_____	INSURER D:	_____	_____	INSURER E:	_____	_____	INSURER F:	_____
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INSURER F:	_____	_____																				
INSURED Travelers Marketing LLC 47 Church St Ste 301 Wellesley, MA 02482																						

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ _____ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$	
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A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	08WECCG2628	08/14/12	08/14/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Advertising

CERTIFICATE HOLDER INSURED INSUREDS COPY	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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