



REQUEST FOR PROPOSALS

2013-13

ADVERTISING SERVICES

MARCH 4, 2013

Issued by:



**New Hampshire
Liquor Commission**

PO Box 503, Concord, NH 03302

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EXHIBITS

Exhibit A - No Response Form

Exhibit B - Contract Terms and Conditions (General Provisions, Form P-37 (v. 1/09))

Exhibit C - Bid and Addendum Acknowledgement

TABLE 1: SCHEDULE OF EVENTS

The following table sets forth the Schedule of Events for this Request for Proposals (“RFP”). The Schedule of Events is subject to change at the sole discretion of the New Hampshire Liquor Commission. Any changes will be posted on the New Hampshire Liquor Commission (“NHLC”) official website located at www.nh.gov/liquor. Respondents are responsible for checking the website for any schedule changes.

<u>Events</u>	<u>Responsibility</u>	<u>Date</u>
Request for Proposals Issued	Issuing Office	Monday, March 4, 2013
Pre-proposal Conference	Issuing Office & Potential Respondents	Thursday, March 14, 2013 at 2:00 pm
Deadline to Submit Inquiries By Electronic Mail to NHLC Issuing Officer (“Closing Date”)	Potential Respondents	Monday, March 18, 2013 at 4:30 pm
NHLC Anticipated Date to Issue Responses to Potential Respondent Inquiries	Issuing Office	Friday, March 22, 2013
Deadline for Submission of Sealed Proposals to Issuing Office at: ATTN: Rick Gerrish NH State Liquor Commission 50 Storrs St, P.O. Box 503 Concord, NH 03302-0503	Respondents	Friday, March 29, 2013 at 11:00 am
Bid Opening	Issuing Office	Friday, March 29, 2013 at 11:00 am
Oral Presentations (if necessary)	Issuing Office & Potential Respondents	Monday, April 8, 2013
Commission Approval Meeting		Wednesday, April 17, 2013

PART I - GENERAL INFORMATION FOR RESPONDENTS

1. PURPOSE

The NHLC seeks to procure advertising services. This RFP describes the project and the NHLC's requirements. A respondent may submit a proposal for services as further described in Part II, Section 24 "Method of Award."

2. ISSUING OFFICE

This RFP is issued by the NHLC that shall serve as the Issuing Office for this RFP. The Issuing Officer responsible for managing the RFP and serving as the sole point of contact is:

Mr. Rick Gerrish, Director of Sales, Marketing, Warehousing & Distribution

NH State Liquor Commission, P.O. Box 503

Concord, NH 03302-0503

(tel: 603-230-7047)

(email: rgerrish@liquor.state.nh.us)

All inquiries regarding this RFP must be submitted electronically to the Issuing Officer.

3. SCOPE

This RFP contains instructions governing the required content of proposals, terms governing this procurement process, a description of the services sought by the NHLC, requirements that a respondent must satisfy to be eligible for consideration, evaluation criteria, a description of standard contract terms and conditions, and other requirements that must be satisfied in each proposal.

4. GENERAL SERVICES

The NHLC's deliverables for this engagement consist of the following:

A. The State of New Hampshire Liquor Commission proposes to enter into an agreement with a **full service advertising agency** to provide advertising services. The agency will be responsible for, with the help of research provided by NHLC and augmented by its own valid research, recommending marketing strategies, producing high quality advertising and promotional materials designed to meet the Liquor Commission's goals of increasing wine and spirit revenues and profits. Such services may include but are not necessarily restricted to the following:

- Creative Effort & Image Branding
- Design, Copywriting & Proofreading
- Production of Mechanicals/Artwork
- Media Planning
- Media Placement
- Web-based/Electronic Advertising
- Social Media
- Strategy
- Public Relations
- Special Events Marketing

- B. The agency must provide all the administrative services of a recognized full-service advertising agency. This will include, but is not limited to, creative briefs, media calendars, job estimates, monthly budget and reconciliation updates, detailed monthly billings, and analysis of promotion effectiveness upon completion.
- C. The agency will plan and develop videos, CD-ROMs, slide presentations, PowerPoint presentations, etc. and, in the case of new technologies, agency will explore technical details and present NHLC staff with viable options.
- D. The agency will meet weekly with NHLC staff to plan, communicate and review advertising strategies and their financial performance.
- E. The agency will be responsible for negotiation and placement of paid media. Cost of placement will be net to NHLC and it is expected that the agency will negotiate added value.
- F. The agency will recommend advertising schedules for newspapers, magazines, television, radio, interactive, outdoor and other media within a total annual budget as discussed in Part III, Section 1.
- G. The agency will give guidance and support to other NHLC contractors to ensure maximum synergy and results. This includes, but is not limited to, website development, public relations, website optimization, custom publishing and research.
- H. The agency will provide expertise in consumer marketing, domestic and international, to enhance and expand current target markets and increase revenue for the NHLC. The agency must propose strategies to expand promotional efforts effectively into new markets and maintain traditional markets.
- I. The agency will provide public relations and publicity support.
- J. The agency must develop a strategy to position the State of New Hampshire uniquely apart from other competing states in order to protect and increase our market share. Said positioning must be in concert with those attributes which are valued by our residents and visitors, and which build on our authentic assets.
- K. The agency must provide printing services either directly or via sub-contract. Printing services may also be provided by the State's Bureau of Graphic Services through competitive bid. Contractor shall provide printing specifications and press proofs with NHLC approval.
- L. The agency will participate in industry events such as the New Hampshire Lodging & Restaurant Association annual conference and NHLC-sponsored wine and spirit tastings to stay current on industry activities and trends.
- M. The agency may be engaged to develop and/or execute campaigns that promote responsible consumption.
- N. Unsatisfactory response to any or all of the listed services or requirements will be a basis for immediate termination of the contract. The Liquor Commission reserves the right to terminate this contract at any given time with a 30 day written notice.
- O. Normal Working Hours: Normal hours are considered to be 8:00 AM to 5:00 PM, Monday through Friday.

- P. Other Hours: Other hours will be considered overtime, holidays, and weekends.
- Q. Subcontracting any portion of the contract is not permitted without prior approval from the NHLC. Subcontracting is only permitted with prior approval from the NHLC and through a competitive bidding process. When bidding subcontracted work, agency must solicit at least three competitive bids and must keep records of these bids for NHLC review. In the event the NHLC approves the use of subcontractors in performance of this contract, the agency is not relieved of its responsibility and obligation to meet all the requirements of this agreement.
- R. The State shall own all right, title and interest in and to any software, documentation, products, point-of-sale materials, advertising for television, radio, print, internet or other media, branding, imaging or deliverables which result from services rendered by the Contractor to the State under this Contract ("Work(s)"). For all purposes of copyright law, the Work(s) shall be deemed works made for hire of the State and copyright shall belong solely to the State. If any Work(s) are determined by a court of competent jurisdiction or by the state to be not a work made for hire, the Contractor agrees to assign, and hereby assigns, all copyright and other rights in such Work(s) to the State. The Contractor shall, at no additional expense to the State, assist the State to obtain copyrights, trademarks, or patents for all such Work(s) in the United States and any other countries. The Contractor agrees to execute all papers and to give all facts necessary to secure the United States or foreign country copyrights and patents, and to transfer or cause to transfer to the State all the right, title and interest in and to such Work(s). The Contractor represents and warrants that the Work(s) shall be free of any claim of any third person or entity based on patent or copyright infringement, trade secret misappropriation, or otherwise.
- S. The agency will assign a principal of the agency to be the single point of contact for all matters relating to this contract.
- T. The agency will assign a single individual as primary contact to meet with NHLC as needed.

5. **RESTRICTIONS**

Selected agency cannot be under contract to an alcohol beverage control state or other alcohol-related company in New England.

PART II - RFP TERMS AND INSTRUCTIONS

1. TYPE OF CONTRACT

Fixed-Fee & Hourly Contract. Any contract resulting from this RFP shall be structured as a fixed retainer fee and hourly rate contract.

2. RFP INQUIRIES AND RESPONSES

A. **Inquiry Submission.** Respondents must submit all inquiries, exceptions, or additions regarding this RFP including, without limitation, requests for clarifications or modifications to the RFP, by electronic mail (with the subject line titled “2013-13 RFP Questions”) to the Issuing Officer identified in RFP, Part I, Section 2: Issuing Office no later than the deadline to submit inquiries to NHLC Issuing Office specified in Table 1: Schedule of Events. Respondents must cite the relevant RFP title, RFP number, page, section, and paragraph in the inquiry submission. Respondents must not contact the Issuing Officer by telephone with any inquiries.

B. **NHLC Responses to Inquiries.** The NHLC intends to issue official responses, in its discretion, to inquiries submitted on or before the deadline specified in Table 1: Schedule of Events. The NHLC may consolidate and/or paraphrase inquiries for sufficiency and clarity. Oral statements, representations, clarifications and modifications shall not be binding upon the NHLC. The Issuing Officer anticipates posting official answers to the questions on the NHLC website at www.nh.gov/liquor by the date specified in Table 1: Schedule of Events.

3. AMENDMENT TO THE RFP

The NHLC may amend this RFP at any time and at its sole discretion. The NHLC will post any amendments to the RFP on the NHLC official website located at www.nh.gov/liquor. In the event the NHLC determines it necessary to amend this RFP, the NHLC may extend deadlines and/or invite submission of additional information from respondents at any time, as the NHLC deems appropriate and at its sole discretion. Respondents are responsible for checking the website periodically for any new information or amendments to the RFP. The NHLC shall not be bound by any verbal information, and any written information that is not contained within the RFP or formally issued as an amendment by the Issuing Officer.

4. BID FORMAT

Respondents must submit a complete response to this RFP using the format specified in Part III of this RFP. An official authorized to bind the respondent to the bid must sign the bid. If the official signs the Bid Cover Sheet and the Bid Cover Sheet is attached to the bid, the requirement will be met. Proof of signatory authorization must be included with the bid submission.

5. ECONOMY OF PREPARATION

Bids should provide a straightforward, concise description of the respondent's ability to meet the requirements of the RFP.

6. **BIDS AND AWARDS**

The NHLC intends to award a contract to a respondent as a result of this RFP. Notwithstanding the foregoing or any provision of this RFP to the contrary, the NHLC reserves the right, at any time and in its sole discretion, to reject any or all bids, wholly or in part, and/or to award to multiple contracts to one or more respondents, wholly or in part. An agency will not retain any exclusive rights to provide the services and supplies described in this RFP process during the term of a contract or any extension thereto. The NHLC may, at its sole discretion, obtain services and related materials from other agencies.

7. **BID SUBMISSION**

A. **Bid Submission Deadline**: Bids must be submitted in hard copy and clearly marked “New Hampshire Liquor Commission, Response to “RFP 2013-13” and as specified in Section 7: Bid Submission. Bids must be submitted to the Issuing Office no later than the Closing Date and Time in Table 1: Schedule of Events. Any respondent who elects to mail its bid must allow sufficient mail delivery time to ensure timely receipt of its bid. The NHLC accepts no responsibility for mislabeled, damaged or delayed mail. Bids will not be accepted via electronic mail or facsimile transmission. The receipt of a bid by the state’s mail system does not qualify as receipt of a bid by the Issuing Office.

- i. If due to inclement weather, natural disaster or any other cause, the location to which bids are to be returned is closed on the Closing Date and Time in Table 1: Schedule of Events, the deadline for submission shall be automatically extended until the next NHLC business day on which the Issuing Office is open, unless the respondents are otherwise notified by the Issuing Office. The time for submission of bids shall remain the same. Bids not submitted by the Closing Date and Time in Table 1: Schedule of Events or as otherwise extended pursuant to this RFP will be rejected.

B. **Bid Receipt**: A bid will be considered received on the date and time of the NHLC’s receipt as officially documented by the NHLC.

C. **Bid Information**

- i. Bids from all interested Bidders qualified to provide services listed within will be received until the deadline date in Table 1: Schedule of Events. Bid packages will not be accepted after that time. The bid packages may be delivered to the address below and identified on the outside of the envelope as:

Bids: Courier Delivery Only
New Hampshire Liquor Commission
50 Storrs Street
Concord, NH 03301
ATTN: “Rick Gerrish RFP 2013-13”
By Mail Only
New Hampshire Liquor Commission

ATTN: "Rick Gerrish RFP 2013-13"

P.O. Box 503

Concord, NH 03302-0503

From: Company/Bidder Name

Address of Bidder

Phone No. Of Bidder

Fax No. of Bidder

Email Address:

- ii. Bidders are advised to carefully read and complete all information requested in this RFP. If the Bidder's response to this RFP does not comply with the conditions for submittal to this RFP, **it may be considered unacceptable by the NHLC and may be rejected without further consideration.**
- iii. A draft agreement presented as Exhibit B is attached for informational purposes to inform the Bidder of the type of Agreement that will be used for the prosecution of this work. Bidders are instructed to thoroughly familiarize themselves with the terms, covenants, and conditions of the draft Agreement. The successful Bidder will be required to execute a similar agreement with the NHLC.
- iv. It is the NHLC's intention to award the contract to one Bidder. The NHLC will make the final determination in its sole judgment as to which Bidder(s) and bid(s) are the most advantageous.
- v. The contents of the bid of the successful respondent(s) will become contractual obligations, except to the extent the contents are changed through best and final offers or contract discussions, and if a contract is finalized. The finalized and approved contract language shall prevail over the respondent's bid in the event of any inconsistency or ambiguity.
- vi. Under the laws of the State of New Hampshire, a bid may be considered public record, and if determined to be so, must be made available for inspection and copying by any citizen of New Hampshire. Therefore, the NHLC cannot guarantee the confidentiality of any proprietary or otherwise sensitive information. Confidential or Proprietary information must be marked as such on each page and may be submitted in a separate envelope, sealed and marked "**Confidential Information**". It is understood, however, that the NHLC will have no liability for disclosure of such information contained in or with any bid. Any proprietary or otherwise sensitive information contained in or with any bid is subject to disclosure, unless exempted under the New Hampshire Right to Know Act.
- vii. No bid may be withdrawn after it has been submitted to the NHLC unless the Bidder so requests by letter and such request by letter is received by the NHLC before the deadline for receiving bids. Any request for withdrawal after the deadline must be made in writing and may be denied in the NHLC's sole discretion.
- viii. A respondent may modify its bid by withdrawing its bid and submitting a new sealed bid that complies with the requirements of this RFP, but only if the respondent withdraws and resubmits its bid prior to the Closing Date and Time in Table 1: Schedule of Events.

- ix. In submitting the bid, the Bidder agrees that the bid will remain valid for one hundred eighty (180) calendar days after the closing date for submission of bids and may be extended beyond that by mutual agreement.

D. Interpretation of Bid Document

- i. If discrepancies or omissions are found by any prospective Bidder, or there is doubt as to the true meaning of any part of this RFP, a written request for clarification or interpretation shall be submitted to Craig W. Bulkley, Director of Administration, NHLC, prior to Deadline date for inquiries in Table 1: Schedule of Events (rgerrish@liquor.state.nh.us).
- ii. The NHLC is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addendum. All communication will be via rgerrish@liquor.state.nh.us.

8. EVALUATION OF BIDS AND CRITERIA

Each bid submitted to the NHLC will be evaluated based on experience and capacity to perform as required for various future projects.

- i. The bids will be evaluated to determine whether they conform to the requirements of the RFP. Those bids failing to meet the requirements, including completeness, format and content, may be rejected without further evaluation, and Bidders will be so informed in writing.
- ii. If, for any reason, the NHLC in its sole discretion is unable to select any of the Bidders, the NHLC reserves the right to negotiate contracts with other service providers outside the RFP process.

9. PROHIBITED COMMUNICATIONS

From the issue date of this RFP until the effective date of a resulting contract with any respondent, the Issuing Officer shall serve as the sole point of contact concerning this RFP. Respondents are prohibited from distributing any part of their bids except to the Issuing Office as required under this RFP. Except for contacts with the Issuing Officer as permitted by this RFP, respondents are prohibited from contacting or lobbying any NHLC personnel or evaluation committee members regarding this RFP. Any respondent's attempt to improperly influence the evaluation of bids and selection of a respondent may result in the disqualification and elimination of that respondent from this RFP procurement process. If the NHLC later discovers that the respondent has engaged in any communications prohibited under this RFP, the NHLC may reject the offending bid or rescind a contract award, without any liability to the respondent. Respondents are prohibited from distributing any part of their bids except to the Issuing Office as required under this RFP.

10. VALIDITY OF BID

A. By submitting a bid, a respondent acknowledges and agrees that:

- i. Its bid shall remain in effect and is binding on the respondent for a period of one hundred and eighty (180) days following the Closing Date and Time in Table 1: Schedule of Events.
- ii. The contents of the bid of the successful respondent will become contractual obligations, except

to the extent the contents are changed through best and final offers or contract discussions, and if a contract is finalized. The finalized and approved contract language shall prevail over the respondent's bid in the event of any inconsistency or ambiguity.

- iii. The respondent waives any right to withdraw or modify its bid, except as permitted in the RFP.
- iv. Bids are irrevocable unless the bid is withdrawn as permitted under this RFP or the expiration of 180 day(s) from the Closing Date and Time in Table 1: Schedule of Events. A respondent must submit a written request to withdraw a bid that is signed by an authorized representative of the respondent and submitted to the Issuing Officer prior to the Closing Date and Time in Table 1: Schedule of Events. If a respondent attempts to provide such written notice by facsimile transmission, the NHLC shall not be responsible or liable for errors in facsimile transmission. A respondent may modify its bid by withdrawing its bid and submitting a new sealed bid that complies with the requirements of this RFP, but only if the respondent withdraws and resubmits its bid prior to the Closing Date and Time in Table 1: Schedule of Events.

11. NON-COMMITMENT

Notwithstanding any provision of this RFP to the contrary, this RFP does not commit the NHLC to award a contract. By submitting a bid, a respondent acknowledges and agrees that the NHLC may, at any time and in its sole discretion, and without any liability to a respondent, reject any and all bids, or any portions thereof; cancel this RFP; and solicit new bids under another acquisition process.

12. RESPONDENTS' COSTS AND EXPENSES

By submitting a bid, a respondent acknowledges and agrees that the NHLC is not responsible or liable for any costs or expenses incurred by a respondent in connection with its participation in this procurement process, including, but not limited to: (1) any costs or expenses incurred by a respondent in relation to the preparation of a bid or a respondent's participation at the pre-bid conference or oral presentation and discussions, and other RFP processes and events; and (2) costs and expenses associated with any work performed by a respondent prior to the effective date (date of Liquor Commission and Attorney General's Office approval) of a contract with the respondent.

13. PROPERTY OF STATE

The bid and all material received in response to this RFP shall become the property of the NHLC and will not be returned to respondents. By submitting a bid, a respondent acknowledges and agrees that the NHLC may, at its sole option, use any or all ideas not protected by intellectual property rights that are presented in any bid regardless of whether the bid becomes part of a contract. Notwithstanding any respondent copyright designations contained on bids, the NHLC shall have the right to make copies and distribute bids internally and to comply with public record or other disclosure requirements under the provisions of any State of New Hampshire or United States statute or regulation, or rule or order of any court of competent jurisdiction.

14. DISCUSSIONS FOR CLARIFICATION

The NHLC may, at its discretion, require respondents who submit bids to provide the NHLC with oral and/or written clarification of their bid to the NHLC to ensure thorough mutual understanding and respondent responsiveness to the solicitation requirements. The Issuing Officer will initiate requests for clarification. The NHLC reserves the right to recall any respondents for additional discussions as it deems necessary.

15. PRESENTATIONS

The NHLC may, at its discretion, require a respondent to participate in oral and/or written presentations on any aspects of its bid. Respondents may also be required to demonstrate any product(s) and/or service(s) proposed at the NHLC site.

16. INFORMATION TECHNOLOGY COMPLIANCE REQUIREMENT

In the event that any portion of a respondent's bid requires software or hardware connected to or installed on a NHLC network, then all such computer products and services must comply with the requirements of the New Hampshire Department of Information Technology, which are available upon request. The Respondent shall stay knowledgeable with and shall abide by these standards for all related work resulting from this RFP.

17. CONTRACT TERMS AND CONDITIONS

The NHLC's standard terms and conditions are set forth in Exhibit B of this RFP. In the event of any conflict between the NHLC's terms and conditions and any portion of a bid, the NHLC's terms and conditions shall take precedence and supersede any and all such conflicting provisions contained in a bid, at the sole discretion of the NHLC. Additionally, any resulting contract may include additional provisions provided that they are agreed to by the NHLC and in a form and substance as prescribed by the NHLC. The failure of a selected respondent to reach agreement with the NHLC on contractual terms, conditions and other provisions may result in cancellation of the selection as described in this RFP.

18. CONFIDENTIALITY/SENSITIVE INFORMATION

The selected respondent may have access to confidential/sensitive information in the course of performing its obligations under the contract, and may be required to sign a confidentiality agreement.

19. DISCLOSURE OF BIDS

A. Respondent Obligation. A respondent must maintain the confidentiality of its bid until the effective date of a resulting contract with any respondent. A respondent's disclosure or distribution of its bid to any individual or entity, other than the Issuing Office, prior to the effective date may be grounds for disqualification at the discretion of the NHLC.

B. NHLC Obligation. The NHLC shall maintain the confidentiality of each bid until a contract award is made as contemplated under N.H. RSA 21-I:13-a, II. Following an award as contemplated in RSA 21-I:13-a, II, the NHLC will disclose all bids in accordance with applicable law and regulations, including,

but not limited to, N.H. RSA Chapter 91-A, the Right to Know Law. Any respondent who determines that it must divulge any confidential, commercial or financial or other information not subject to public disclosure under applicable laws and regulations, (collectively referred to as “Respondent Confidential Information”), must submit in its bid a signed written statement describing in detail the nature of the Respondent Confidential Information and the grounds for its position that the Respondent Confidential Information is exempt from public disclosure under applicable law and regulations, including but not limited to, the Right to Know Law, N.H. RSA Chapter 91-A; and submit a redacted version of its bid that removes only the Respondent Confidential Information along with an unredacted bid.

20. CONDITIONAL NATURE OF AGREEMENT

Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds be become available, if ever, and shall have the right to terminate this agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account.

21. BEST AND FINAL OFFERS

The NHLC may, at its sole discretion, solicit Best and Final Offers (“BAFOs”) from respondents who have submitted responsive bids and which have been determined to be reasonably possible of selection for a contract award.

- A. Respondents will be given opportunity to respond with a BAFO under a procedure defined by the NHLC which may include one (1) or more of the following:
- i. Enter into pre-selection discussions;
 - ii. Schedule written and/or oral presentations or scripted demonstrations; and/or
 - iii. Request revised bids.
- B. The NHLC will evaluate BAFOs against Criteria for Selection found in Part IV, Section IV-3. The NHLC will conduct BAFO proceedings uniformly, and the BAFOs will be subject to solicitation by the NHLC and NHLC’s timely receipt of responses pursuant to schedule set by the NHLC. Respondents are encouraged to submit their best price as part of their initial bid and not to assume there will be an opportunity to provide a BAFO at a later date.

22. NEWS RELEASES

Respondents shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this project without prior written approval of the NHLC, and only in coordination with the Issuing Office.

23. RESPONDENT'S REPRESENTATIONS AND AUTHORIZATIONS

By submitting a bid, a respondent agrees, represents and acknowledges that:

- A. All information provided by, and representations made by, the respondent in its bid are material and important and may be relied upon by the NHLC in awarding a contract.
- B. Any misstatement, omission or misrepresentation by a respondent shall constitute fraudulent concealment from the Issuing Office of the true facts relating to the bid submission.
- C. The respondent has arrived at the price(s), amounts, terms and conditions in its bid independently and without consultation, communication or agreement with any other respondent or potential respondent, and without effort to preclude the NHLC from obtaining the best possible competitive bid. The respondent has not disclosed the price(s), the amount of the bid nor the approximate price(s) or amount(s) of its bid to any other firm or person, including but not limited to, a respondent or potential respondent for this RFP.
- D. The respondent has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a bid in response to this RFP or to submit a bid higher than this bid or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- E. The respondent makes its bid in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

24. METHOD OF AWARD

The NHLC evaluation committee will select a bid(s) based on criteria set forth in Part IV. The evaluation committee may consist of senior staff member(s) of the NHLC. The evaluation committee will submit a recommendation on its selection of a bid(s) to the NHLC Commissioners for final approval. The responsible respondent(s) whose bid(s) the NHLC determines to be the most advantageous to the State of New Hampshire, after taking into consideration all of the evaluation factors, shall be notified in writing of its selection for contract discussions. The resulting contract(s) will be based on the standard terms and conditions contained in Exhibit B, and modifications and additions to the standard clauses acceptable to the NHLC in its discretion. If the NHLC is unable to reach agreement with a respondent(s) during contract discussions, the NHLC may, at its sole discretion and at any time, reject and cancel the first respondent selection and commence contract discussions with the next highest ranked respondent, and continue on in this manner at its discretion. The NHLC may, at its sole discretion, terminate any contract discussions, as it deems appropriate and at any time.

25. USE OF ELECTRONIC VERSIONS OF THIS RFP

This RFP is available in electronic form. If a respondent accepts the RFP in electronic form, the respondent acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the respondent's possession or relied upon by the respondent, and the Issuing Office's version of the RFP, the Issuing Office's version shall govern.

PART III - INFORMATION REQUIRED FROM THE RESPONDENT

Bids must be submitted in the following format, including heading descriptions:

1. SERVICES:

A. CONTRACTING FIRM

To be considered, please submit a bid for your retainer fee for items 1 through 3 and bid on an hourly basis for all other services (items 4 through 6) not included in the retainer fee.

For purposes of the retainer fee, media is estimated to be approximately 50% of the appropriated budget of \$2.2 million dollars per fiscal year. The retainer fee is expected to cover the services noted in 1 through 3. 85% of the retainer fee will be paid in 12 equal monthly installments, adjusted every 3 months.

- 1) Client Services
- 2) Media Planning, Recommendation and Placement
- 3) Accounting and Administration

B. The Liquor Commission may select other firms to be utilized on an as needed basis. These firms will be selected on qualifications and hourly rates submitted for services noted below. Contractors bidding on items 1, 2 and 3 above may also submit hourly rate for all other hourly rate requests below.

4) Creative Concept Hourly Rate: _____

5) Production Hourly Rate: _____

(See Production definition in Section F of this RFP. Production mark-up will only be allowed for those materials or services used outside the agency.)

6) Other Hourly Rate: _____

(Other – any charges not covered in the above categories.)

C. PUBLIC RELATIONS SERVICES

If the need arises for Public Relation services, the NHLC requests if time permits, a written estimate for approval prior to work commencing. It is understood that in some cases of urgency, time may not permit review/approval of a written estimate.

Please state the hourly rate for Public Relations Services: Hourly Rate: _____

D. WEB-BASED ADVERTISING/MARKETING/INTEGRATED PROGRAM

The web-based advertising and marketing program of the Liquor Commission is an essential component of the Liquor Commission's advertising budget. As part of your response, please provide your hourly rate of such positions:

Please state the hourly rate for Web based services: Hourly Rate: _____

E. TRAVEL, LODGING AND MEALS

Travel to regular and normal business meetings with the NHLIC will be reimbursed at the State's reimbursement rate. Travel requests for meetings and conferences shall be pre-approved in writing by the New Hampshire Liquor Commissioners. Travel shall be subject to the same regulations imposed on State Employees. Travel requests, which are not pre-approved, shall not be reimbursed. This charge is not allowed in 1, 2 or 3 above.

Current mileage reimbursement for the State is set at 56.5 cents per mile.

F. PRODUCTION

Production means the physical creation of advertising materials, as follows:

Print Ads: involving layout, type specification, paste up, finished artwork or photography, copywriting, type composition, phototype, photostats, printing plates and mats or negatives and proofs.

Point-of-Sale Materials: involving but not limited to layout, type specifications, paste up, finished artwork or photography, type composition, permanent signage, photostats, and printing.

Radio: involving script writing and direction, talent, studio costs, tape stock, reel and boxes supplied by subcontractors.

Television: involving script writing and direction, storyboards, talent, props, sets or location expenses, studios, photography or videotaping costs, release prints or videotapes. All services except script writing, direction and storyboards may be provided by subcontractors.

Web-based Advertising: involving design, layout and copy and detail reports of results.

Production Mark-up % _____

Note: A copy of the Contractor's material invoices must be submitted with the billing to verify markup. The NHLC will allow no other expenses incurred.

G. INVOICING

All invoices must include detail of work performed, dates and location of service and prices. Please include one original invoice and one copy. Payment will not be due until thirty (30) days after the invoice has been received at the New Hampshire State Liquor Commission business office.

All invoices must be submitted within 30 days of the fiscal year-end, June 30th of each year, for work completed within the current fiscal year. It is the contractor's further responsibility to ensure that they have been paid within 60 days from the time of submittal. If invoices haven't been submitted within the above-mentioned timeframe, approval will be required from the Liquor Commission prior to any process of payments, which will delay the payment process.

Payment may be withheld if work is not performed as described under Project Deliverables, and the immediate termination of this contract could occur.

A check will be issued through the State Treasurer and forwarded to the Contractor within fourteen (14) days after processing begins at the agency level. Payments will be for only what has been agreed to in the contract. The State of New Hampshire Liquor Commission does not pay late charges or interest.

2. **PRIOR EXPERIENCE**

Include a summary of your company's experience with emphasis on the retail environment. Experience shown should be work done by individuals who will be assigned to this project, as well as that of your company. Experience should include projects completed for retail businesses where the size and scope are similar to the size of the NHLC and the size and scope of this project. Experience referred to should be identified by customer, including the name, current address and telephone number of the responsible official who may be contacted. The NHLC reserves the right to contact any and all persons listed by the respondent concerning past work experience.

3. SUBCONTRACTOR

The use of subcontractors on this project must be approved by the NHLC in advance of any work being done by that subcontractor.

4. OBJECTIONS & ADDITIONS TO STANDARD CONTRACT TERMS & CONDITIONS AND/OR AGREEMENT STANDARDS

The respondent must identify which, if any, of the terms and conditions contained in Exhibit B of this RFP it desires to negotiate, and the additional terms and conditions the respondent would like to add to the standard contract terms and conditions. The respondent's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the NHLC may consider late objections and additional requests, if it is in the best interests of the State of New Hampshire and the NHLC. The NHLC may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions and/or agreement standards. The respondent shall not request changes to other provisions of the RFP; nor shall the respondent request to completely substitute its own terms and conditions for Exhibit B. All terms and conditions must appear in one (1) integrated contract. The NHLC will not accept references to the respondents, or any other, online guides or online terms or conditions contained in any bid.

PART IV - CRITERIA FOR SELECTION

1. MANDATORY RESPONSIVENESS REQUIREMENTS

- A. To be eligible for selection, a bid must be:
 - i. Timely received from a respondent; and
 - ii. Properly signed by the respondent's authorized representative.
- B. The NHLC reserves the right, in its sole discretion, to waive technical or immaterial nonconformities in a bid.

2. REVIEW AND EVALUATION

The Issuing Office plans to utilize a committee of qualified personnel to review and evaluate timely submitted bids. The Issuing Office will notify in writing of its selection contract discussions the responsible respondent whose bid is determined to be the most advantageous to the State of New Hampshire as determined by the NHLC after taking into consideration all of the evaluation factors.

3. CRITERIA FOR SELECTION

A. Criteria

The NHLC has established the weight for the evaluation criteria for this RFP as specified in the following table:

	<u>Percent</u>
Experience & Qualifications	45%
Financial Terms	30%
Marketing Strategy, Creativity & Methodology	25%

The following criteria will be used in evaluating each bid:

Experience & Qualifications – This refers to agency staff, their knowledge and experience; client list; length of time the agency has been in business and total billing; financial conditions of the agency; example of successful advertising campaign; and past performance.

Financial Terms – This refers to the retainer fee and hourly rates for services listed within.

Marketing Strategy, Creativity & Methodology – This refers to the strength of the agency creative, demonstration of key staff ability during the presentation, marketing plan suggested and media planning and placement expertise.

B. Written Proposal:

The written proposals submitted by your agency will be reviewed for the following criteria. It is noted that the criteria listed will primarily be used for the evaluation process, however, the Commission reserves the right to include additional parts of the presentations if the Commission believes it is in the best interest of the state.

- 1) Responsiveness to the RFP
- 2) Agency staff and their experience
- 3) Client list
- 4) Length of time the agency has been in business and the total billings
- 5) Financial conditions of the agency
- 6) The example of the successful advertising campaign
- 7) Price

The Contractors should demonstrate in their proposal capabilities in each of the areas listed above. Specifically, successful Offeror's services will be utilized in the following areas:

- 1) Point-of-sale posters and other materials
- 2) Point-of-sale brochures
- 3) Television and radio commercials
- 4) Newspaper and magazine advertisements
- 5) Other promotional materials
- 6) Event marketing, such as but not limited to, retailer grand openings, customer appreciation days, celebrity appearances
- 7) Web-based advertising and promotion and email marketing

C. Oral Presentations:

The oral presentation by selected agencies will be reviewed for the following criteria. It is noted that the criteria listed will primarily be used for the evaluation process; however, the Committee reserves the right to include additional parts of the presentations if the Commission believes it is in the best interest of the state.

- 1) Strength of the agency presentation
- 2) Demonstration of key staff ability during the presentation
- 3) Marketing plan suggested for the NHLC
- 4) Selection and placement of media; understanding the NHLC media needs
- 5) Public relations

- 6) Demonstrated ability to reach marketing objectives within budgeted dollar amount
- 7) Demonstrated ability and willingness to offer full services: advertising, marketing (focus groups, promotions, etc.), public relations, etc.
- 8) Methods to measure program effectiveness
- 9) Product positioning clearly defined relative to goals, objectives, target market, etc.
- 10) Demonstrated knowledge of regulations governing the sale and advertising of alcoholic beverages
- 11) Web-based media and email marketing experience

Exhibits

EXHIBIT A
NO RESPONSE FORM

Response to Request for Bid for Advertising Services

Responders not responding to this solicitation are asked to complete this form. Please return this form **ONLY** to the address listed above or fax to (603)271-3897

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Reason for NO RESPONSE:

- Don't handle goods/service
- Unable to respond due to current staff availability and/or business conditions
- Insufficient time
- Unable to meet terms, conditions, specifications or requirements as described within the solicitation due to:

Other: _____

This *NO* response is authorized by : _____ Date: _____

Signature

Title: _____

- Please check one: Retain our company on the mailing list for future solicitations.
- Please remove our company from the mailing list for this commodity or service

EXHIBIT B

Subject: _____

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATIONS.

1.1 State Agency Name New Hampshire State Liquor Commission		1.2 State Agency Address P.O. Box 503, 50 Storrs St., Concord, NH 03302-0503	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation \$
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name & Title of Contractor Signatory	
1.13 Acknowledgment: State of _____, County of _____ On, _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal)			
1.13.2 Name and Title of Notary Public or Justice of the Peace			
1.14 State Agency Signature		1.15 Name/Title of State Agency Signatory Joseph W. Mollica , Chairman Michael R. Milligan, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (<i>if applicable</i>) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance, and Execution) By: _____ On: _____			
1.18 Approval by Governor and Council By: _____ On: _____			

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

3. EFFECTIVE DATE/ COMPLETION OF SERVICES.

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement, (“Effective Date”)

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3. The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement

those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1. In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 (“Equal Employment Opportunity”), as supplement by the regulations of the United State Department of Labor (41 C.F.R. Part 60), and with any rules, regulation and guidelines as the State New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

7.2. Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other persons, 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.

Contractor Initials _____
Date _____

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 absense 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 Defaults; and/or.

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESEVATION.

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

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

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

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report (“Termination Report”) describing in

detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR’S RELATION TO THE STATE.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor.

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitutue a waiver of the sovereign immunity of the State, which immunity is hereby reseved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death or property damage in amounts of not less than \$250,00 per claim and \$2,000,000 per occurrence: and

14.1.2. fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

Contractor Initials _____
Date _____

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 the 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 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 identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modified of the policy.

15. WORKER’S COMPENSATION.

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed

by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Contractor Initials _____
Date _____

EXHIBIT C
BID AND ADDENDUM ACKNOWLEDGEMENT

Response to Request for Bid for Advertising Services

The Bidder acknowledges the Bidder has carefully examined the RFP and draft Agreement.

The Bidders warrants that if Bid is accepted, Bidder will contract with the NHLC and comply with the requirements of the RFP and draft Agreement. Bidder agrees to deliver an executed Agreement to the NHLC within two (2) weeks of notification of acceptance of his/her Bid and receiving agreement from NHLC.

I, the undersigned, guarantee our Bid meets or exceeds specifications contained in the RFP document.

I affirm that I have read and understand all the provisions and conditions as set forth in this RFP. Our firm will comply with all provisions and conditions as specified.

I affirm that I am duly authorized to execute this potential contract; that this company, corporation, firm, partnership, or individual has not prepared this Bid in collusion with any other Bidder(s); and that the contents of this Bid as to terms or conditions of said Bid have not been communicated by the undersigned nor by any employee or agent to any other Bidder(s) or to any other person(s) engaged in this type of business prior to the official opening of the Bid.

I also affirm that I have received and examined all Addenda that have been issued under this RFP as listed and initialed below:

Addendum No. _____ Dated: _____ Initialed _____

Company Name and Name of Bidder: _____

Signature of Authorized Person: _____

Title: _____

Business Address of Bidder: _____

Business Phone Number: _____

Date: _____

