



REQUEST FOR PROPOSAL

2010-02

Retail Store Architectural Design

November 21, 2009

Issued by:

NH Liquor Commission



New Hampshire

Liquor Commission

PO Box 503, Concord, NH 03302

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APPENDICES

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TABLE 1: SCHEDULE OF EVENTS

The following table sets forth the Schedule of Events for this RFP. The Schedule of Events is subject to change at the sole discretion of the N.H. Liquor Commission. Any changes will be posted on the N.H. Liquor Commission 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	Friday, November 20, 2009
Deadline to Submit Inquiries By Electronic mail to NHLC Issuing Officer (“Closing Date”)	Potential Respondents	Monday, November 30, 2009 at 4:00 pm
NHLC Anticipated Date to Issue Responses to Potential Respondent Inquiries	Issuing Office	Friday, December 4, 2009
Deadline for Submission of Sealed Proposals to Issuing Office at: ATTN: George Tsiopras NH State Liquor Commission 50 Storrs St, PO Box 503 Concord, NH 03302-0503	Respondents	Tuesday, December 15, 2009 at 9:00 am

PART I - GENERAL INFORMATION FOR RESPONDENTS

1. PURPOSE

The N.H. Liquor Commission (“NHLC”) seeks to procure retail store architectural design services. The NHLC is issuing this request for proposal (“RFP”) as a vehicle for soliciting and evaluating proposals from interested parties. This RFP describes the project and the NHLC’s requirements. A respondent may submit a proposal for Architectural Services as further described in Section 22 of this RFP governing “Method of Award.”

2. ISSUING OFFICE

This Request for Proposal (“RFP”) is issued by the N.H. Liquor Commission (“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. George Tsiopras, Chief Financial Officer
NH State Liquor Commission, P.O. Box 503
Concord, NH, 03302-0503
(tel: 603-271-2788)
(email: gtsiopras@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. PROJECT NEED

The intent of this RFP is to obtain architectural design services to enhance sales with improved layout and presentation. This RFP will evaluate respondents based on experience, capacity to deliver timely, and cost.

5. KEY SUCCESS CRITERIA

The goal of this project is to create a more functional store layout that will ultimately maximize sales.

6. **PROJECT DELIVERABLES**

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

- Meet with NHLC to discuss and understand their practical goals with respect to function and operations, as well as aesthetic design and image as well as project timeline.
- Review NHLC provided drawings and examples of "successfully designed" existing stores.
- Produce floor plan renderings and perspective sketches that depict a proposed design solution for the retail store.
- Provide conceptual images, elevations and sample materials to include all aspects of retail store presentation, indication look and feel and functionality of proposed store.
- Meet with NHLC to present design proposal and then produce on revision.
- Develop a Schematic Design comprehensively documenting the agreed upon finish and light selections.
- Develop a stamped set of detailed architectural construction drawings for the buildings sufficient for permitting the project and suitable for bidding to the vendors. These documents should include but are not limited to all built elements including walls, doors, ceilings, built in shelving and millwork, etc.

Standard available Construction Administration (CA) services are as follows:

- Coordinate Control Construction Affidavits.
- Attend Preconstruction Meeting
- Attend Weekly Job Meetings during construction
- Perform Weekly Site Visits
- Issue Weekly Field Reports
- Respond to RFIs
- Issue Architectural bulletins, Sketches & Revised Drawings as needed / available.

Additional Services:

- Marketing or graphic support
- Loose Fixture specification and Layout
- Cost Estimating
- Telephone and Data Design and Specifications
- Audio/Visual Design and Specification

PART II - RFP TERMS AND INSTRUCTIONS

1. **TYPE OF CONTRACT**

- a. **Fixed-Fee Contract.** Any contract resulting from this RFP shall be structured as a fixed-fee contract based upon approved hourly rates.

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 “Architecture RFP Questions”) to the Issuing Officer identified in RFP, Part I, Section 2: *Issuing Officer* 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 any other manner 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. **PROPOSAL 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 proposal must sign the proposal. If the official signs the Proposal Cover Sheet and the Proposal Cover Sheet is attached to the proposal, the requirement will be met. Proof of signatory authorization must be included with the proposal submission.

5. **ECONOMY OF PREPARATION**

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

6. **PROPOSALS AND AWARDS**

The NHLC intends to award one or more contract(s) to one or more respondents as a result of this RFP.

Each proposal must itself fully conform to the requirements of this RFP. In order to ensure that a submission is evaluated appropriately, respondents must submit the proposal in sealed envelopes that are clearly marked as follows:

"Proposal in Response to RFP 2010-02 Retail Store Architectural Design"

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 proposals, wholly or in part, and/or to award to multiple contracts to one or more respondents, wholly or in part.

A contractor 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 Architectural Services and related materials from other contractors.

The NHLC has identified the basic approach to meeting its requirements and encourages respondents to be creative and propose their best solution to meeting these requirements.

7. **PROPOSAL SUBMISSION**

- a. **Proposal Submission Deadline:** Proposals must be submitted in hard copies and CD-ROM format and clearly marked "Proposal in Response to RFP 2010-02 Retail Store Architectural Design" and as specified in Section 6: *Proposals and Awards*. Proposals 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 proposal must allow sufficient mail delivery time to ensure timely receipt of its proposal. The NHLC accepts no responsibility for mislabeled, damaged or delayed mail. Proposals will not be accepted via electronic mail or facsimile transmission. The receipt of a proposal by the state's mail system does not qualify as receipt of a proposal by the Issuing Office.

i. If due to inclement weather, natural disaster or any other cause, the location to which proposals 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 proposals shall remain the same. Proposals 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. **Proposal Receipt:** A proposal will be considered received on the date and time of the NHLC's receipt as officially documented by the NHLC.

8. 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 proposals 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 proposals 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 proposal or rescind a contract award, without any liability to the respondent.

9. VALIDITY OF PROPOSAL

a. By submitting a proposal, a respondent acknowledges and agrees that:

- i. Its proposal 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 proposal of the successful respondent will become the property of NHLC as well as 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 proposal in the event of any inconsistency or ambiguity;
- iii. The respondent waives any right to withdraw or modify its proposal, except as permitted in the RFP;

iv. Proposals are irrevocable unless the proposal 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 proposal 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 proposal by withdrawing its proposal and submitting a new sealed proposal that complies with the requirements of this RFP, but only if the respondent withdraws and resubmits its proposal prior to the Closing Date and Time in Table 1: *Schedule of Events*.

10. 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 proposal, 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 proposals, or any portions thereof; cancel this RFP; and solicit new proposals under another acquisition process.

11. RESPONDENTS' COSTS AND EXPENSES

By submitting a proposal, 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 proposal or a respondent's participation at the pre-proposal 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.

12. PROPERTY OF STATE

The proposal 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 proposal, 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 proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any respondent copyright designations contained on proposals, the NHLC shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any the State of New Hampshire or United States statute or regulation, or rule or order of any court of competent jurisdiction.

13. DISCUSSIONS FOR CLARIFICATION

The NHLC may require, at its discretion, respondents who submit proposals to provide the NHLC with oral and/or written clarification of their proposal 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.

14. INFORMATION TECHNOLOGY COMPLIANCE REQUIREMENT

In the event that any portion of a respondent's proposal requires software or hardware is connected to or installed on NHLC network then all such computer products and services must comply with the requirements of the N.H. 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.

15. CONTRACT TERMS AND CONDITIONS

The NHLC's standard terms and conditions are set forth in Appendix A of this RFP. In the event of any conflict between the NHLC's terms and conditions and any portion of a proposal, the NHLC's terms and conditions shall take precedence and supersede any and all such conflicting provisions contained in a proposal, 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.

16. CONFIDENTIALITY/SENSITIVE INFORMATION

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

17. DISCLOSURE OF PROPOSAL

- a. **Respondent Obligation.** A respondent must maintain the confidentiality of its proposal until the effective date of a resulting contract with any respondent. A respondent's disclosure or distribution of its proposal 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 proposal 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 proposals 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 proposal 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 proposal that removes only the Respondent Confidential Information along with an unredacted proposal.

18. 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 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.

19. BEST AND FINAL OFFERS

The NHLC may, at its sole discretion, solicit Best And Final Offers (“BAFOs”) from respondents who have submitted responsive proposals 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:
 - 1. Schedule written and/or oral presentations or scripted demonstrations; and/or
 - 2. Request revised proposals.

- b. The NHLC will evaluate BAFOs against Criteria for Selection found in Part IV, Section IV-3. The NHLC will conduct BAFO proceedings uniformly, 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 proposal and not to assume there will be an opportunity to provide a BAFO at a later date.

20. 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.

21. RESPONDENT'S REPRESENTATIONS AND AUTHORIZATIONS

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

- a. All information provided by, and representations made by, the respondent in its proposal 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 proposal submission;
- c. The respondent has arrived at the price(s), amounts, terms and conditions in its proposal 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 proposal. The respondent has not disclosed the price(s), the amount of the proposal nor the approximate price(s) or amount(s) of its proposal 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 proposal in response to this RFP or to submit a proposal higher than this proposal or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal; and
- e. The respondent makes its proposal 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 proposal.

22. METHOD OF AWARD

The NHLC evaluation committee will select a proposal(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 proposal(s) to the NHLC Commissioners for final approval. The responsible respondent(s) whose proposal(s) the NHLC is 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 Attachment A, 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.

23. 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

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

1. HOURLY RATES

Include Hourly Billing Rates for future projects below: Please feel free to include any additional rates required that are not included in the categories below.

Principal	\$_____
Project Manager	\$_____
Project Architect	\$_____
Professional Staff	\$_____
Clerical	\$_____

2. PRIOR EXPERIENCE

Include a detailed summary of your company’s experience with emphasis on the retail environment within the last three years. 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 will contact any and all persons listed by the respondent concerning past work experience.

3. SUBCONTRACTOR

Subcontracting any portion of the contract is not permitted.

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 Appendix A 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 Appendix A. 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 proposal.

PART IV - CRITERIA FOR SELECTION

1. **MANDATORY RESPONSIVENESS REQUIREMENTS**

To be eligible for selection, a proposal must be:

1. Timely received from a respondent; and
2. Properly signed by the respondent's authorized representative, signature coversheet is provided in Appendix B.

The NHLC reserves the right, in its sole discretion, to waive technical or immaterial nonconformities in a proposal.

2. **REVIEW AND EVALUATION**

The Issuing Office plans to utilize a committee of qualified personnel to review and evaluate timely submitted proposals. The Issuing Office will notify in writing of its selection contract discussions the responsible respondent whose proposal 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**

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

<u>Criteria</u>	<u>Percent</u>
Demonstrate prior experience in retail	35%
Capacity to Perform in a Timely Manner	35%
Hourly Rates	30%

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Appendix A

APPENDIX A

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 George P. Tsiopras, CFO		1.10 State Agency Telephone Number 603-271-2788	
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 Mark M. Bodi, Chairman Richard E. Simard, 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 supplemented by the regulations of the United States 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 _____

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Appendix B

Request for Proposals

Title: Retail Architectural Design Services RFP 2010-02

Issue Date: November 20, 2009

Issuing Agency: New Hampshire State Liquor Commission

Mailing Address: P.O. Box 503
Concord NH 03302-0503

Physical Address: 50 Storrs Street
Concord, NH 03301

Period of Contract: From Liquor Commission and Attorney General's Office approval through June 30, 2011 with one, two-year option to renew (through June 30, 2013) upon written consent of both parties.

Written Proposal Deadline: Sealed proposals will be received until **9:00AM, on Tuesday, December 15, 2009** for furnishing the services described herein. **Proposals postmarked prior to, but received after deadline, will not be accepted.**

Proposal Opening: Tuesday, December 15, 2009 at 9:00 am

Bids must be made on the enclosed bid form and must be typed or clearly printed in ink, and signed. Corrections must be initialed. Bids that are not complete or are unsigned will not be considered. Faxed Bids will **NOT** be accepted.

Bids will be made public at the time of the opening. Bid results will not be given by telephone and shall be given by mail only if requested in writing and accompanied by a self-addressed, stamped envelope.

If sending through the mail, send to: NHSLC, P.O. Box 503, Concord, NH 03302-0503

If sending via another carrier, send to: NHSLC, 50 Storrs Street, Concord, NH 03301

Or hand-delivered, deliver to: The New Hampshire State Liquor Commission, 50 Storrs Street, Concord, NH 03301.

ALL PROPOSALS MUST BE CLEARLY LABELED:

"Proposal in Response to RFP 2010-02 Retail Store Architectural Design"

Attention: George Tsiopras, CFO

In compliance with this Request For Proposals, and to all the conditions imposed herein, the undersigned Offerors and agrees to furnish the services in accordance with the attached signed proposal, or as mutually agreed upon by subsequent negotiation.

THIS BID IS NOT VALID UNLESS SIGNED BY A PERSON AUTHORIZED TO LEGALLY BIND THE COMPANY.

Name and Address of Company:

Date: _____

Contact: _____

Title: _____

Authorized Signature:

Phone: _____ Fax: _____

E-Mail: _____