

Request for Artist Proposals New Hampshire Medal of Honor

Postmark / Delivery Deadline: Friday, September 7, 2007
(See details below)



The **New Hampshire Adjutant General's Department** announces this Request for Artist Proposals (RFP) for a line drawing or computer-aided drawing and ribbon design. Both designs need to be made transferable to fabrication company, yet to be determined, to create a die-cut medal and ribbon.

About the New Hampshire Medal of Honor

SB-223-FN

New Hampshire Medal of Honor

110-B:81: New Hampshire Medal of Honor.

I. There is established a New Hampshire medal of honor, which may be awarded on behalf of the people of the state of New Hampshire to any New Hampshire citizen who has given his or her life while in the line of duty to protect and preserve the rights and freedoms of the people of New Hampshire on or after November 4, 1979, and while:

- (a) Engaged in an action against an enemy of the United States.
- (b) Engaged in military operations involving conflict with an opposing foreign force.
- (c) Assigned as military personnel to friendly foreign forces engaged in an armed conflict against an opposing armed force in which the United States is not a belligerent party.
- (d) Serving in a combat zone as designated by Presidential order.
- (e) Engaged in training in preparation for deployment to a combat zone as designated by Presidential order.
- (f) Serving in the military and killed as a result of a terrorist act.

II. The adjutant general shall cause the name of a recipient of the New Hampshire medal of honor to be entered on a New Hampshire medal of honor roll.

III. Individuals eligible to receive the New Hampshire medal of honor include:

- (a) Members of the New Hampshire national guard at the time they were killed.
- (b) Members of the United States military reserves who were legal residents of New Hampshire at the time they were killed.
- (c) Members of the United States armed forces who were:
 - (1) Legal residents of New Hampshire at the time they were killed.
 - (2) Stationed in New Hampshire by a proper order of the United States Department of Defense at the time they were killed.

IV. The New Hampshire medal of honor shall be awarded, with the recommendation of the adjutant general, by a joint resolution introduced by the president of the senate, the speaker of the house of representatives, or the senator or a member of the house of representatives representing the town or city of residence of the individual killed.

V. The adjutant general, with the approval of the governor and council, shall design and provide for the manufacture of the New Hampshire medal of honor. The adjutant general shall design and maintain a New Hampshire medal of honor roll, which shall be available for public viewing.

VI. The governor shall present the New Hampshire medal of honor awarded under this section to the family members of the recipient.

Artist Eligibility

This RFP is an open to all professional artists. Applications may be submitted individually or in collaboration with others. The Committee will not discriminate against any applicant artist on the basis of age, race, sex, sexual orientation, religion, national origin or disability.

Design Considerations

The design of the New Hampshire Medal of Honor must be no more than 2” across (not necessarily round) and no smaller than 1” across. Other design considerations include...

- A clear, and easy-to-read design
- One-sided, but the edge of the medal can be taken into consideration
- Full-color designs are recommended but not necessarily the final outcome
- Transferable to the eventual die-cut process

Design Themes

The Committee is seeking artists/craftspeople to create a line drawing or computer-aided drawing and ribbon design. Both designs need to be made transferable to a fabrication company, yet to be determined, to create a die-cut medal with ribbon. The New Hampshire Medal of Honor will eventually be engraved with the honoree’s name on the back, and encased in a deep frame along with a plaque. The encasement will use archival framing materials, glass, or plexi-glass.

For this commission, the Committee’s suggested design themes are:

- A unique New Hampshire theme
- Military symbolism not specific to any particular military organization
- No design or color similarity to the Congressional Medal of Honor
- A unique ribbon
- A timeless design, not particular to any given era
- Symbolically or metaphorically representing:
 - Patriotism
 - Appreciation of sacrifice
 - Dignity

On-site Informational Meeting: Tuesday, August 28 from 1:00pm until 2:30pm at the New Hampshire National Guard Armory, Concord (details and directions below)

An on-site information meeting is a chance for any interested artist to meet with the Committee to ask specific questions to aid them in their proposal. The on-site information meeting will take place on the New Hampshire National Guard Armory on the Reservation in Concord, New Hampshire.

Budget

A total of up to \$500 is available for this project. Calculate expenses for materials; artist(s) fees; studio rental; electricity; telephone; travel costs for meetings with Committee members and eventual fabricating company; a small contingency percentage; liability insurance while creating the design and insurance while work is under construction and during transportation and delivery.

Selection Committees

The Committee includes bill sponsor Senator Robert Letourneau, retired and active members of the military, employees of the Adjutant General's Department, Gold Star Mother, Joyce Bertollino of Hampstead, and employees of the State of New Hampshire.

Contract Approvals

The Committees' recommendations and eventual artist's contract must be approved by Governor and Executive Council. The copyright of the final, selected, artist's design will transferred to the sole ownership of the State of New Hampshire. Use of the imagery of the New Hampshire Medal of Honor, by the artist for promotional purposes or otherwise, must be requested to the State of New Hampshire prior to its use.

To Apply / Enter

Artists must submit the following materials:

- Two-dimensional graphic representation of preliminary proposal(s). See "Visual Proposals for Commissions" below for details.
- Up to 10 slides, or jpg images on DVD/CD of existing work.
 - Use the Slide Identification Sheet to identify slides/images (attached)
- Proposed budget with references
- Resume (If you are applying as a team, include resumes for all team members)
- A written statement, not to exceed one page, that addresses the artist's/team's concept.
- Mail or deliver proposal by the **Postmark / Delivery Deadline of Friday, September 7, 2007**

**New Hampshire State Council on the Arts
2 1/2 Beacon Street – 2nd Floor
Concord, NH 03301**

**Office Hours, M – F, 8:15am – 4:15pm
Closed all State and most Federal Holidays
*IMPORTANT: Late proposals will not be accepted***

- **For artist questions about this RFP contact:**
Julie Mento, NH State Council on the Arts, (603) 271-0790, julie.mento@dcr.nh.gov
- **For all press inquiries and general questions about the NH Medal of Honor contact:**
Peter Fortier, Adjutant General's Department at, 225-1380, peter.fortier1@nh.ngb.army.mil

Visual Proposals for Commissions

Artists are required to present a graphic representation of the proposed work on illustration board (minimum size 9" x 12"; maximum size 18" x 24") If drawing paper is used, it must be mounted on foam core. Any two-dimensional medium is allowed.

- Semi-finalists and finalists may be requested to refine their proposals or present their plans to the Committee. The Committee reserves the right to make a decision that is in the best interest of the project and to adjust the process as needed.

Selection Criteria

The Committee will make the selection based on the following criteria:

- Quality, feasibility and suitability of the design proposal in relation to the project description
- The artist's ability to carry out the commission on-time and willingness to work with the committee and the eventual fabricating company.
- Ease of design transfer to eventual fabricating company.
- Qualifications of the artist, determined by resume and slides of existing work
- The committee will give preference to a professional New Hampshire artist

Design Fees

No design fees will be paid for preliminary sketches or designs.

Return of Proposals

Proposals submitted with a self-addressed and stamped return envelope will be returned to artists immediately following the Committees' decision. Proposals without return envelopes will be retained at the New Hampshire State Council on the Arts offices for 30 days after the selections have been made. The Council will not be responsible for materials left after 30 days after the selections.

Timetable

- **August 10** = RFP Release to Public
- **August 28, 1:00pm – 2:30pm** = On-Site Informational Meeting (details below)
- **September 7** = Postmark / Delivery Deadline for Proposals
- **Mid-September** = Proposal Review Committee Meeting
- **Late-September** = Artist Negotiation Phase on final design
- **Early-October** = Artist begins design work
- **November 30th** = Final Design submitted by artist to Committee

Directions to the New Hampshire National Guard Reservation

On-site Informational Meeting, Tuesday, August 28, 1:00pm – 2:30pm

- From I-93 North and South
- Take Exit 14, Loudon Road
- Proceed East, by turning right at the end of the northbound ramp, or turning left at the end of the southbound ramp.
- At the top of the hill on Loudon Road you will come to a set of lights. Continue straight through the lights and make a right hand turn after Colebrook Savings Bank. That will put you on Pembroke Road.
- The entrance to the National Guard Reservation will be on your right. Enter gate and ask for Building M (the armory).

Directions to the New Hampshire State Council on the Arts, Concord, NH
Postmark or Delivery Deadline = Friday, September 7, 2007

Office hours = 8:15am – 4:15pm

Late proposals will not be accepted.

From I-93 North or South

- Take Exit 14, Loudon Road
- Proceed west, by turning left at the end of the northbound ramp, or turning right at the end of the southbound ramp - toward the center of Concord.
- You will be on Bridge Street, which ends at the intersection with Main Street.
- At the Main Street traffic light, cross Main Street, and go straight ahead on to Centre Street.
- Turn right onto North State Street at the next traffic light (one block).
- Go north on North State Street 3 blocks (about 1/2 mile) to Beacon Street. (Beacon Street is on the left just beyond the intersection of Washington Street and North State Street.)
- Turn left onto Beacon Street.
- The State Arts Council is in the second building on the right, (#2 1/2) a large two-story brick building.
- Use the main entrance on the left side of the building. NHSCA is located on the second floor.

SLIDE/IMAGE IDENTIFICATION SHEET

NEW HAMPSHIRE STATE COUNCIL ON THE ARTS

This form is to be used for:

Artist Slide Registry _____ Grant Application _____ Artist Roster _____ % for Art _____

1. ARTIST DATA

Remember to always inform the State Arts Council of address changes!

Name _____ Place of Birth _____ Date of Birth _____

Mailing Address _____ City/Town _____ State _____ ZIP _____
NH

Address _____ City/Town _____ State _____ ZIP _____
(if different from Mailing address) **NH**

Telephone (work) _____ FAX _____ Telephone (home) _____

E-mail _____ URL _____

2. NATIONAL STANDARD FOR ARTS INFORMATION EXCHANGE PROJECT (NISP).

Arts Discipline*: _____ Race/Ethnicity: _____
(*Enter the code for the arts discipline which best describes your Support Materials.)

International Activity of Project Yes _____ No _____

3. REQUIRED APPLICATION INFORMATION (Check off)

- One (1) form per set of slides.
- Properly marked slides (*see diagram on next page*).
- Up to 10 works (no more than 10 slides) inserted in a top-loading plastic file sheet, or Jpg images on DVD/CD
- Complete slide identification sheet on next page
- Height/Width/Depth in inches (in that order). Height=top to bottom; Width=left to right; Depth=front to back. If work is available to purchase, mark "P" after price.
- Up-to-date resume.
- Examples*: representational, landscapes, NH views, abstract, site specific public art.
- Enclose self-addressed stamped envelope for return of slides.

APPLICANT NAME: _____

4. SLIDE LIST - ONLY 10 WORKS (NO MORE THAN 10 SLIDES), INCLUDING DETAILS.

Slide #	Title	Date of Completion	Size H" x W" x D"	Medium	Price	Mark "P" for Sale
1.....						
2.....						
3.....						
4.....						
5.....						
6.....						
7.....						
8.....						
9.....						
10.....						

DO NOT SEND ORIGINAL SLIDES!
The NH State Arts Council cannot be responsible for the loss of original materials. Keep those for your own files and send duplicates.

Note: The Council is not responsible for slides that are not properly labeled.
Make copies for your files!

Name	Top #5
Address	
City, State, Zip	
Title	
Size(H,W,D)	
Medium	

Subject: _____

AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Account No.	1.6 Completion Date	1.7 Audit 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 Signor	
1.13 Acknowledgment: State of NEW HAMPSHIRE , 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 & Title of Notary or Justice of the Peace			
1.14 State Agency Signature(s)		1.15 Name/Title of State Agency Signor(s)	
1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants)			
By:		Director, On:	
1.17 Approval by Attorney General (Form, Substance and Execution)			
By:		Assistant Attorney General, On:	
1.18 Approval by the 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 ("the State"), engages contractor identified in block 1.3 ("the Contractor") to perform, and the Contractor shall perform, that work or sale of goods, or both, identified and more particularly described in EXHIBIT A incorporated herein ("the Services").			
3. EFFECTIVE DATE: COMPLETION OF SERVICES.			
3.1 This agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Council of the State of New Hampshire approve this agreement, ("the Effective Date").			
3.2 If the date for commencement in Exhibit A precedes the Effective Date all services performed by Contractor between the commencement date and 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 be under no obligation to pay the contractor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement. All services must be completed by the date specified in block 1.6.			
4. 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 to the account identified in block 1.5 in the event funds in that account are reduced or unavailable.			

5. CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in Exhibit B, incorporated herein.

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 RSA 80:7 through 7-C or any other provision of law.

5.4 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the price limitation set forth in block 1.8 of these general provisions.

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 vendor 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 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 (41C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States, access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants and conditions of this Agreement.

7. PERSONNEL

7.1 The performance of the Services shall be carried out by employees of the Contractor. 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 The Contractor shall not hire, and shall permit no subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

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.

8. EVENT OF DEFAULT, REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule; or
- 8.1.2 failure to submit any report required hereunder; or
- 8.1.3 failure to perform any other covenant or condition of this Agreement.

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

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

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; and

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

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

8.2.5 Information Technology Contracts. The Contractor's and the State's monetary liability to one another shall not exceed two times the total contract price, and shall not include consequential damages. This limitation shall not apply to Contractor's indemnification obligations under Paragraph 13 of the General Provisions (Form P-37) or the following:

- (a) death, bodily injury or damage to real or personal property.
- (b) misappropriation or infringement of any intellectual property including but not limited to any U.S. patent or copyright or any unauthorized use of any trade secret;

(c) losses accruing to any and all contractors, subcontractors, materials, men, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies to Contractor in connection with the performance of this Agreement;

(d) personal injury;

(e) disclosure of confidential information; or

(f) failure to meet applicable statutes, regulations, codes or guidelines.

This provision shall not be subject to any modification; however, the State may modify this provision for a particular project and any language modifying this provision shall appear in the Request for Proposal.

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

9. DATA: ACCESS; CONFIDENTIALITY; PRESERVATION.

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

9.3 Confidentiality of data shall be governed by RSA 91-A or other existing law. Disclosure pursuant to a right to know request shall require 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 to the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("the Termination Report") describing in detail all Services performed, and the Contract Price earned, to and including the date of termination. To the extent possible, the form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in EXHIBIT A.

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

12. ASSIGNMENT, DELEGATION AND SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Services shall be delegated or 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 constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

14. INSURANCE AND BOND.

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, both for the benefit of the State, 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 \$250,000 per claim and \$2,000,000 per incident; and

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

14.2 The policies described in subparagraph 14.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.

15. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that event, or any subsequent Event. No express failure of 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 default on the part of the Contractor.

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

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

18. 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.

19. 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.

20. SPECIAL PROVISIONS. The additional provisions set forth in EXHIBIT C hereto are incorporated as part of this Agreement.

21. 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 understanding.

EXHIBIT A

Individual Summary:

Subject Matter:

[This section to be completed with finalized description of
New Hampshire Medal of Honor design and ribbon]

EXHIBIT B

Payment

PAYMENT:

The Artist shall be paid a fee by the State in the total amount of the contract, which shall constitute full compensation for all services, materials, travel, delivery, and installation to be furnished under the terms of this agreement. Such fee shall be made in three installments upon billings, in triplicate, on forms provided by the State to the artist:

Commissions:

- 33 1/3% of the amount referenced above shall be paid upon the effective date of this contract
- 33 1/3% of the amount referenced above shall be paid when the project is 66 2/3% completed
- The final 33 1/3% shall be paid after final acceptance by the State
- Final acceptance will be reached when the State signifies that the Work has been completed and installed.

The State shall take official sole ownership of the Work by sending a letter of final acceptance to the Artist.

The Artist shall submit a final billing, in triplicate, on forms provided by the State, when s/he has received the State's letter of final acceptance. Upon Receipt and approval of the vouchers by the State, and in consideration of the satisfactory performance of the services, as determined by the State, the State shall pay the contractor the final amount stated above.

The payment by the State of the contract price shall be the sole, and the complete, reimbursement to the Artist for all expenses, of whatever nature, in the performance hereof, shall be the sole, and the complete compensation to the Artist for services. The State shall have no liability to the Artist other than the contract price.

EXHIBIT C
Special Provisions

USE:

The copyright of the final, selected, artist's design will transferred to the sole ownership of the State of New Hampshire. Use of the imagery of the New Hampshire Medal of Honor, by the artist for promotional purposes or otherwise, must be requested to the State of New Hampshire prior to its use.

In lieu of the insurance requirements indicated in Paragraph 14, in light of the nature of the services provided, proof of motor vehicle insurance and premises liability insurance may be accepted on request by individual artists that are not part of a business entity.