



**State of New Hampshire**

**New Hampshire State Liquor Commission**

**Request for Artist Proposals**

**RFP 2012-10**

**RFP ISSUED.....January 26, 2012**

**On-Site Information Meeting & Artist Tour .....February 16, 2012 - 9:00 AM**

**AT:**

**27 Coliseum Avenue**

**Store 69**

**Nashua, New Hampshire**

**STATE POINT of CONTACT.....Craig W. Bulkley – Project Manager**

**cbulkley@liquor.state.nh.us**

**Phone: (603) 230-7008**

**PROPOSALS DUE.....March 22, 2012 2:00 PM**

# **NH Liquor Commission**

## **Request for Artist Proposals – RFP 2012-10**

**Deadline for Submissions: Thursday, March 22, 2012 by 2 PM**

The NH Liquor Commission is pleased to announce a Site Specific Request for Proposals (RFP) for Art / Craftwork for our Nashua retail store located at 27 Coliseum Avenue, Nashua, New Hampshire.

### **Artist Eligibility**

In order to receive a contract from the State of New Hampshire, an artist must be a legal resident of the United States and possess a Social Security number.

### **About Nashua Store 69**

This is one of the Commission's newest retail stores having just been opened in July 2011. This store is the largest of our 77 retail stores at 20,000 square feet. It is also our first store to receive a LEED Gold rating. This store is one of our top ten stores in sales and generated over \$14 million in sales in fiscal year 2011.

### **Site Selection Committee**

This project will be overseen by a Site Selection Committee made up of one Liquor Commissioner, a representative from the Nashua Arts Council, and a state legislator. This committee will make final recommendations to the Commission regarding artist proposals.

### **Selection Criteria**

The Site Selection Committee reviews proposals submitted by artists and makes recommendations for the selection of artwork based on the following criteria:

- Quality, appropriateness, and suitability of the proposed artwork in relation to the RFP:
  - Design considerations: artworks must be durable, require minimal maintenance, meet safety standards, and adhere to building codes, and other state regulations
  - Medium, forms, and themes: suitability of the proposed medium, forms, and artistic concept to the stated themes
  - Suitability of the proposed artwork to the location
- The artist's ability to carry out the commission, to keep the project within budget, and to complete and install the work on schedule. Assessment is based on evidence of successful projects undertaken and completed as noted in the artist's resume and work samples.

**Design Considerations**

Commissioned new works and existing works for direct purchase are equally desirable for this site specific location.

Due to the nature of this public facility, all work must be durable, low-maintenance, sturdy, and easy to maintain, and must pose no hazard to the public. For example, unprotected sharp edges and breakable mediums are not appropriate.

All artwork will be placed on interior walls only. Artists are welcome to tour the site on February 16, 2012 to refine possible locations.

Selected artists are expected to work cooperatively with the Liquor Commission to make necessary adjustments in relation to building codes and other store operational issues, and to assure smooth installation of the work. Particular attention will be directed to meeting security and functional requirements for this retail store serving the public. Security framing for 2-dimensional artworks and secure base systems for 3-dimensional artworks are required and must be included in the proposal and budget.

**Medium, Forms, & Themes**

The NH Liquor Commission seeks proposals for commissioned or existing art/craft works for this retail store. Desired artwork genre and mediums include, but are not limited to: painting, pastel, prints (etching, wood cut, silk screen, lithography, etc.) photography, glass, clay, mural works, collage, and low-relief wall sculpture. Undesirable mediums include fountains or the use of water, artwork that uses electricity and artwork that makes a sound, vibration, or hum (white noise).

The committee used the following words to describe the themes, metaphors, and tone that they hope the artworks will convey:

<b><i>Lakes, mountains &amp; water</i></b>	<b><i>People &amp; landscapes</i></b>	<b><i>Soothing &amp; non-aggressive</i></b>
<b><i>Grape and/or vineyard scenes</i></b>	<b><i>Positive future</i></b>	<b><i>Tranquil &amp; inspirational</i></b>
<b><i>Local History</i></b>	<b><i>Vacation destination</i></b>	<b><i>Quality of life</i></b>

### **On-site Informational Meeting & Tour**

An on-site informational meeting and tour of the store will be held on **Thursday, February 16, 2012 at 9:00 AM**. All artists interested in submitting proposals are encouraged to attend this meeting for clarification and details about this location. A Liquor Commission staff member and a representative from Nashua Arts Council will be present to answer questions.

### **Budget**

A total of up to \$15,000 is available for this project.

Artists submitting proposals should include all expenses for the proposed artwork(s) and itemize these on the standardized budget form provided on page 7. Costs can include: supplies and materials; artist(s) fees; any subcontracting work related to the project; studio rental; electricity, telephone; travel costs; security base and framing systems required to secure art/craft work; installation costs (including engineering studies, if necessary); an amortized portion of yearly general liability insurance, and a small contingency percentage.

No design fees will be paid for preliminary sketches or designs submitted with the proposal.

Semi-finalists may be asked 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.

### **General Liability Insurance**

- Artists receiving contracts for this project are required by the State Attorney General's office to have current General Liability Insurance.
- Artists are not required to have General Liability insurance at the time the proposal is submitted. However, artists selected for the project are required to submit a current Certificate of Insurance at the time of contracting to verify that a current general liability insurance policy is in place and that limits of coverage are appropriate to the scope of the project being undertaken.
- If an artist has a General Liability insurance policy in place at the time of proposal and wishes to add an amortized portion of this cost to the budget at the time of submission, this should be included in the budget.
- If an artist does not have General Liability insurance at the time of submission and/or the level of coverage is insufficient to address the scope of the proposed project, the line item in the budget for "insurance" can be left blank. The cost of insurance can be added to the budget after review and selection and will be included in the budget submitted to the NH Liquor Commission for approval.

## **Contract Approvals**

The Site Selection Committee's recommendations will be submitted to the New Hampshire Liquor Commission for approval. All contracts of \$2,500 and over (cumulatively within a fiscal year to an individual artist) must also be approved by the Governor and Executive Council.

Artists receiving a commission may not begin projects prior to notification of a fully approved contract. Contracts issued by the NH Liquor Commission for the commissioning or the acquisition of artwork are typically paid in three increments. Processing of the initial payment may take 6-8 weeks. Subsequent payments may take 3-4 weeks. Artists receiving contracts are strongly encouraged to plan cash flow based upon the length of time required for processing payments.

## **How to Submit a Proposal for Commissions or Existing Work**

The NH Liquor Commission will honor the copyright and intellectual property rights of artists submitting proposals. Original works of art cannot be accepted during this proposal phase. Artists must submit the following materials:

### **Commission proposals:**

**1) Presentation Board** (minimum size 9" x 12"; maximum size 18" x 24") on foam core that includes:

- A two-dimensional graphic representation of preliminary concept. Concept may be presented in any medium (photo, graphite, colored pencil, pen & ink, watercolor, etc.) If drawing paper is used, it must be mounted on foam core.
- Clear identification of artist's name and the intended/desired location/site for each artwork on the front of the presentation board.
- 1-3 photos of completed **work samples** that directly relates to your proposal affixed to the presentation board.

**2) Itemized budget** (see Budget Form on page 7).

**3) A written statement**, not to exceed one page, that addresses the artist's or team's concept for the artwork.

**4) Resume**

### **Existing works for direct purchase proposals:**

**1) Electronic images:**

- Up to 10 jpg images on compact disc or DVD.
- Use the Digital Image Identification Sheet on page 6 to identify images and be sure to indicate the intended/desired location/site for each artwork.

**2) Itemized budget.** (see Budget Form on page 7)

3) **A written statement**, not to exceed one page that addresses why the existing works fit this project's scope.

4) **Resume**

**Deadline is submitting proposals is: Thursday, March 22, 2012 by 2 PM**  
**No late proposals will be accepted. Proposals must be delivered to:**

**New Hampshire Liquor Commission**  
**ATTN: Anne Bogart**  
**50 Storrs Street**  
**Concord, NH 03301**

**If proposals are mailed, they must be postmarked no later than March 22, 2012 and should be mailed to:**

**New Hampshire Liquor Commission**  
**ATTN: Anne Bogart**  
**P.O. Box 503**  
**Concord, New Hampshire 03302-0503**

### **Return of Proposals**

Proposals submitted with a self-addressed and stamped return envelope will be returned to artists approximately 3 weeks following the Selection Committee proposal review meeting. Proposals without return envelopes will be retained at the New Hampshire Liquor Commission headquarters for 30 days following the meeting after which they will be destroyed. The Council will not be responsible for materials left beyond 30 days.

### **Timetable**

<b>Thursday, January 26, 2012</b>	Public release of RFP
<b>Thursday, February 16<sup>th</sup>, 9 AM</b>	On-site Informational Meeting & Tour for artists
<b>Thursday, March 22<sup>nd</sup></b>	Postmark/Delivery Deadline
<b>March – Mid April</b>	Selection Committee Proposal Review Meetings
<b>Wednesday, April 25<sup>th</sup></b>	NHLC Review and approval
<b>Late April</b>	Award letters and contracts issued to artist(s)
<b>December 31, 2012</b>	Artist(s) create artwork(s) and install

Questions can be directed to Craig W. Bulkley, Director, Division of Administration at (603) 230-7010 or [cbulkley@liquor.state.nh.us](mailto:cbulkley@liquor.state.nh.us)

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**Existing Works for Purchase: Digital Image Identification Sheet**

**Artist's Name:** \_\_\_\_\_

**Mailing Address:**  
\_\_\_\_\_

**Phone (home):** \_\_\_\_\_ **(studio):** \_\_\_\_\_

**(work):** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Website:** \_\_\_\_\_

**IMPORTANT: PLEASE NAME EACH FILE NUMERICALLY**  
**Example: 1.jpg, 2.jpg, 3.jpg, and so on. Write your full name on the CD itself.**

- Images should be roughly 600 x 900 pixels.
- Do not submit PowerPoint presentations, photo prints, original works of art, computer printouts, or slides.

<b><u>Image #</u></b>	<b><u>Title</u></b>	<b><u>Size (HxWxD)</u></b>	<b><u>Medium</u></b>	<b><u>Price</u></b>
1.....	.....	.....	.....	.....
2.....	.....	.....	.....	.....
3.....	.....	.....	.....	.....
4.....	.....	.....	.....	.....
5.....	.....	.....	.....	.....
6.....	.....	.....	.....	.....
7.....	.....	.....	.....	.....
8.....	.....	.....	.....	.....

9.....  
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10.....  
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**If proposing existing works, please fill in the relevant costs on the BUDGET FORM that may include:**

- Telephone
- Travel
- Installation

## New Hampshire Liquor Commission

**BUDGET FORM (Required)** Fill out applicable items below. One budget form per proposal.

**ARTIST'S NAME:** \_\_\_\_\_

Item	Cost
Design & execution of artwork (artist fee)	
Materials	
Studio Rental (only if renting)	
Electricity (prorated amount relevant to the execution of this artwork)	
Telephone (long distance calls made in connection with working on this artwork)	
Travel costs (associated with the design and installation of artwork) <ul style="list-style-type: none"> <li>• 55 cents per mile</li> </ul>	
Installation costs ( <ul style="list-style-type: none"> <li>• Take into account all aspects of installation from start to finish.</li> <li>• All artwork needs to be securely mounted. If artwork is two-dimensional, works must be framed and include security hanging brackets.</li> <li>• If artwork is three-dimensional, it must be securely mounted to a horizontal surface and include cost for appropriate base.</li> <li>• Include engineering studies if needed.</li> <li>• Include any required rental equipment (examples: scaffolding, scissor lifts, ladders, stud finders, etc).</li> <li>• Include any subcontractor fees.</li> </ul>	
General Liability Insurance: <ul style="list-style-type: none"> <li>• Artists receiving contracts for Percent for Art commissions and acquisitions requiring installation are required to have General Liability Insurance by the State Attorney General's office.</li> <li>• The insurance should cover the artwork during transportation and delivery and cover the artist and general public while the artist is installing artwork on-site. This proposal budget can include an amortized amount of insurance proportional to the scope of your proposed artwork as it relates to your yearly activity. An estimate/average can be \$200 - \$600 depending on the scale of the project and installation. <b>If you do not have general liability insurance please leave this blank.</b></li> <li>• For more information See "General Liability Insurance" paragraph on page 3.</li> </ul>	
Other (please explain):	
Other (please explain):	
Contingency (5% -10%) Please build in a contingency appropriate to the scope of your proposal.	
<b>TOTAL BUDGET =</b> (Note to those artists offering existing work for purchase. We will add any given artwork's price noted on the Digital ID Sheet to the total budget figure here)	

## **On-site Informational Meeting and Store Tour**

**Thursday, February 16, 2012, 9 AM**

Please use Google Maps for directions to the Nashua store (Store 69).

## **For Delivery of Proposals**

**Office hours are 8:00am – 4:00pm. No late proposals will be accepted.**

Please use Google Maps for Directions to the NH Liquor Commission Headquarters at 50 Storrs Street, Concord, New Hampshire 03301

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 02-77-77-77	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 603-230-7010	
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  Mark M. Bodi, Commissioner  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 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 absence of a greater or lesser specification of time, thirty (30) days from the date of the notice, and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

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

8.2.3. set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of 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 termination 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 constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1. The Contractor shall, at its sole expense, obtain and 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 other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**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 by reference.

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

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

Contractor Initials \_\_\_\_\_

Date \_\_\_\_\_

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