



STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
OFFICE of WORKFORCE OPPORTUNITY
172 Pembroke Road Concord, New Hampshire 03301

TEL: 603-271-7275

Jeffrey J. Rose
Commissioner

Jacqueline Heuser
Director

**Department of Resources and Economic Development
Office of Workforce Opportunity
Marketing and Advertising Agency Services
Request for Proposals**

Issue Date: June 30, 2017

Title: Marketing and Advertising Agency Services

Issuing Agency: State of New Hampshire
Department of Resources and Economic Development
Office of Workforce Opportunity
172 Pembroke Road
Concord, NH 03301

Period of Contract: October 1, 2017 – March 30, 2018

Proposal Deadline: **Monday, July 31, 2017, 3:00 p.m.**
**Proposal must be received at OWO/DRED not later than 3:00 p.m.*

All inquiries for information should be directed to:

Phil Przybyszewski, Workforce Solutions Project Director, Sector Partnerships Initiative
Email: pprzybyszewski@ccsnh.edu

If proposals are mailed, send directly to issuing agency shown above. If proposals are hand-delivered, deliver to receptionist at DRED office, 172 Pembroke Road, Concord, NH.

Table of Contents

<u>Section</u>	<u>Description</u>	<u>Page Number</u>
Section 1	Purpose	3
Section 2	Project Overview	3
Section 3	Definitions	3
Section 4	Scope of Work	4
Section 5	General Requirements	6
Section 6	Special Requirements	6
Section 7	Evaluation and Award Criteria	7
Section 8	Conditions	8
Attachment A	Contractor Data Sheet	10
Attachment B	Rates and Fees Schedule	12
Attachment C	Agency Selection Evaluation	13
Attachment D	Service Contract form P-37	17

1. Purpose

The Department of Resources and Economic Development, Office of Workforce Opportunity (DRED/OWO) is soliciting a Request for Proposal (RFP) on behalf of the State Workforce Innovation Board (Board). The purpose of the RFP is to identify an appropriate service provider to provide a marketing and outreach plan and materials for the Sector Partnerships Initiative (SPI) to inform employers, job seekers and residents of New Hampshire of the SPI Program at OWO.

The proposed services will be funded under the Workforce Innovation and Opportunity Act of 2014, P.L.113-128.

2. Project Overview

The Office of Workforce Opportunity (OWO), is seeking an integrated marketing firm to assist in the achievement of its mission, vision, and goals for the Sector Partnerships Initiative (SPI).

OWO is seeking a professional agency with an understanding of Sector Partnership Initiatives and how such programs can increase the economic vitality of New Hampshire's economy.

The Selected Vendor must produce deliverables as defined in the contract.

The Selected Vendor will have demonstrated an ability to produce imaginative advertising, outreach and marketing materials that will encourage participation by job seekers and employers in SPI. Such materials may include but are not limited to print and electronic (digital) media, promotional materials and web site design.

The Selected Vendor will have demonstrated the ability to establish strategic partnerships that are mutually rewarding.

The Selected Vendor must appreciate the opportunities and challenges related to working with a highly visible government entity, one that is tasked with continually representing and improving New Hampshire's economic vitality.

The Selected Vendor will engage in working with OWO personnel to produce appropriate materials and media placement that has measureable results that can be quantified.

3. Definitions

- a. "Sector Partnerships Initiatives" (SPI) refers to sector initiatives (also called sector partnerships) that are regional, employer-driven partnerships of industry, education and training, and other stakeholders that focus on the workforce needs of key industries in a regional labor market. Sector initiatives rely on industry champions to elevate awareness and credibility to the program. Workforce intermediaries (or conveners) are also used to engage employers and other key stakeholders; to develop expertise in the industry of focus; and to coordinate information and resources to develop and implement effective and coordinated workforce solutions. More information can be found on SPI's mission, vision and goals at the following site:

<http://www.nhworks.org/Sector-Partnership-Initiative/Overview/>

- b. "Selected Vendor" refers to the Offeror under this Request for Proposals (RFP) with which the Office of Workforce Opportunity (OWO) negotiates a contract. The terms in this RFP referring to "Selected Vendor" represent contract terms that will be a part of the final contract.
- c. "Offeror" refers to any individual, corporation, partnership or agency that responds in writing to this RFP.
- d. "State" refers to the State of New Hampshire;
- e. "OWO" refers to the Office of Workforce Opportunity.
- f. The "Contract" is the resulting contract entered into between OWO and the Selected Vendor.

4. Scope of Work

Includes, reviews and/or produces creative content as needed, media planning and buying, digital, and all production. Deliverables will be provided exclusively for OWO to promote Sector Partnerships Initiatives (SPI).

a. Marketing Plan

- i. Create marketing plan to brand, promote and inform NH businesses, job seekers and residents, in general, of the SPI Program.
- ii. Activities and Deliverables
 - i. Comprehensive plan which clearly delineates all the components necessary to attain brand awareness and exposure supported by a detailed timeline with completion dates for each deliverable.
 - ii. Leverage existing marketing assets previously created by Jobs for the Future for incorporation into the marketing and outreach plans.

b. Creative Content

- i. Creative content to promote the Sector Partnerships Initiative (SPI)
 - i. Create and deliver meaningful information to promote SPI via media/social channels, partnerships, and creative execution that connects with target audiences.
 - ii. Raise awareness of the advantages and opportunities for employers, industry sectors and job seekers of New Hampshire's major economic sectors, including manufacturing, health care, high technology, hospitality and infrastructure

- iii. Ensure that all tactical execution seamlessly integrates with related marketing components.
 - ii. Activities and Deliverables
 - i. Provide strategic direction, creative ideation, production, and program management.
- c. Media Planning and Buying
 - i. Identify key channels and trends in order to achieve optimum brand awareness.
 - ii. Activities and Deliverables
 - i. Develop media plan that identifies target audiences, innovative media channels/assets, and a competitive rate structure.
 - ii. Ensure cross-platform integration.
 - iii. Demonstrate strong negotiation capabilities/buying power for in-kind and value-added media.
 - iv. Provide estimates, accounting documentation, and proof of performance across all channels.
 - v. Identify Key Performance Indicators (KPI) and implement tracking mechanisms in order to measure them.
- d. Digital/Website
 - i. Provide creative thinking across digital, social, and mobile channels.
 - ii. Activities and Deliverables
 - i. Deliver plan that includes platforms/technologies to create engagement and relevancy in digital space, including social and mobile channels in a responsive format. This would include key words for each sector to ensure high search engine optimization (SEO).
 - ii. Deliver cost effective plan to host, maintain and sustain a robust website. Plan needs to allow access to content via a content management system (CMS) for select members of the SPI team.
 - iii. Propose components and costs of an industry recognized service level agreement to include such things as: uptime guarantee, software upgrades, bug fixes, response times, etc.
 - iv. Coordinate with internal/external partners to ensure cohesive messaging and cross-linking on partner sites.

5. General Requirements

- a. Copies and Distribution of Proposal
 - i. In order to be considered for selection, Offeror must submit a complete written response to this RFP. This can be done via email to the contact identified on page 1 or by mail. If by mail, one (1) original and six (6) copies of each proposal must be submitted to OWO.
- b. Organization and Experience
 - i. Demonstrate the Offeror's financial capability to provide the work described in Section 4: Scope of Work. Audited financial statements, or satisfactory alternate proof of financial stability will be required prior to award of contract.
 - ii. Provide resumes/portfolios of individuals or subcontractors performing major duties and functions under the proposed contract; include role, responsibility, and qualifications.
 - iii. Explain previous contracted services provided to State, if any.
- c. Financial Standing
 - i. An Offeror, if requested, must be prepared to present evidence of financial standing necessary to satisfactorily meet the requirements set forth in the proposal.

6. Specific Requirements

- a. Proposals should be as thorough and detailed as possible. Responses must be structured as outlined below. Offerors are required to submit the following items as a complete proposal.
- b. Experience, Qualifications, and Strategic Exercise:
 - i. Complete "Contractor Data Sheet" (**Attachment A**).
 - ii. A written one-page introductory statement including:
 - Experience in providing services as described in Section 4.
 - Expertise of participating personnel including, but not limited to, those identified in Attachment A and a description of training and development programs that ensure all personnel assigned to contract are capable and qualified.

PLEASE NOTE: Creative executions are not required within the written proposal. Finalists selected for oral presentations will be asked to present creative ideas at that time.

c. Proposal Submissions

- i. All information requested must be submitted. Failure to submit this information at time of bid will render the proposal non-compliant and will result in a disqualification.
- ii. Offeror shall provide a thorough description of its plans and approach for accomplishing the requirements of *Section 4: Scope of Work*.
- iii. Proposals should be as thorough and detailed as possible so that the OWO may properly evaluate Offeror capabilities to provide the required services.
- iv. Each copy of the proposal must be in a single volume. Proposals must be prepared simply and economically, providing straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. The State is not responsible for the cost of proposals.
- v. The original copy must remain at OWO, available for public inspection/disclosure, subsequent to awarding of the contract. Information considered confidential or proprietary may be marked as such by the submitting party. However, such determinations are not conclusive on OWO and OWO shall be subject to the provisions and requirements of RSA chapter 91-A (the New Hampshire right-to-know law) when determining what documents are subject to public inspection/disclosure pursuant to a right-to-know request.

d. Financial Terms - Complete "Rates and Fees Schedule" (**Attachment B**).

- e. A written description of research capabilities and proposed tracking system to measure effectiveness of programs/tactics recommended.
- f. A creative presentation of proposed marketing methodology, creative executions and media strategy (if requested).
- g. Provide at least four recent client references, of which at least two (2) shall be related to economic development. Include contract/service dates and contact information.

7. Evaluation and Award Criteria

- a. All proposals will be evaluated for responsiveness to the RFP by a Selection Committee made up of representatives of OWO.
- b. All written proposals will be evaluated and scored on the basis of the following criteria (**Attachment C**), which will be accorded the relative weight indicated in parentheses:
 - Experience and Qualifications of key staff and subcontractors (30%)
 - Marketing Strategy, Methodology (50%)

- Financial Terms (20%)
 - **Grand Total (100%)**
- c. Offeror(s) deemed to be best qualified among the written proposals will be identified on the basis of evaluation factors stated in Section 7.b.
 - d. The Selected Contractor will be notified in writing. OWO and the Selected Contractor shall negotiate a contract containing the terms in the RFP/proposal. If OWO is unable to negotiate a satisfactory contract with the first Selected Contractor, OWO may undertake negotiations with the next recommended Offeror.
 - e. The proposed Contract must be approved by the Governor and Executive Council. This process takes approximately four to six weeks after the execution of Contract. The contract approved by the Governor and Executive Council will be effective approximately October 1, 2017.
 - f. Proposed Timetable

Request for Proposals Issued	Friday, June 30, 2017
Deadline for Questions	Monday, July 17, 2017
Responses to Questions	Friday, July 21, 2017
Written Proposal Deadline	Monday, July 31, 2017
Invitations to Present	Monday, August 7, 2017
Oral Presentations	Wednesday, August 16, 2017
Award Announcement	Friday, August 18, 2017
Contractual Process	August/September 2017
Governor & Council Approval Process	Mid-September, 2017
Contract Effective	October 1, 2017

8. Conditions

Any prospective contractor must be willing to adhere to the following conditions and must positively state so in the proposal.

- a. Ownership of Subsequent Products: Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP is to be the sole property of the State of New Hampshire unless stated otherwise in the contract.
- b. Conformance with Statutes: Any contract awarded as a result of this RFP must be in full conformance with statutory requirements of the State of New Hampshire.
- c. Amending or Canceling: The State reserves the right to amend or cancel this RFP, prior to the due date if it is in the best interest of the State, or to correct inaccuracies resulting from clerical errors.
- d. Rejection for Misrepresentation: The State reserves the right to reject the proposal of any vendor for misrepresentation.
- e. Contract Format: The successful contractor will be required to sign or provide the following documentation:
 - Service Contract Form – Form P-37 (**Attachment D**)

- Certificate of Authority. This document is required of the Contractor to certify by vote of the corporation's board that the person who signs the contract has been authorized to do so. The Contractor is required to provide this document on corporate letterhead, signed by the Chairman of the Board or similarly authorized person.
 - Certificate of Good Standing document is required for all contracts exceeding thirty (30) days. They are issued by the New Hampshire Secretary of State's office certifying that the corporation, partnership, or trade name has been registered to do business in New Hampshire. Certificates of Existence shall be current and are renewable annually by April 1st.
 - Certificate of Insurance and proof of Workers' Compensation insurance as required by items 14.3 and 15.2, respectively, of Form P37.
- f. Speaking on behalf of the State of New Hampshire/OWO: Contractor is not authorized to represent the State's position to the public or media and must be authorized to provide information by OWO.
- g. The resulting Contract may be modified only by written amendment, which has been executed and approved by the appropriate parties from the State and Contractor.
- h. The State may terminate the Contract without cause by giving the Contractor sixty (60) days written notice before the effective termination date.
- i. If for any reason, the Contractor fails to make a delivery date, the Contractor shall be assessed a "failure to perform" fee of \$1,000.00 per week, or portion thereof, until the production, revision or delivery date is met. If the Contractor foresees an event beyond its reasonable and normal control and properly notifies OWO of such event – in writing- the Contractor shall be allowed to exceed a production, revision or delivery date with no "failure to perform" fee assessed.

ATTACHMENT A
Contractor Data Sheet

Agency Name: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

url: _____

Primary Contact

Contact Name: _____

Telephone Number: _____

Email Address: _____

**ATTACHMENT A
Contractor Data Sheet**

Agency Information

Number of Years in Business: _____

Gross Income, Net of Media Placed Billings:

2011 _____	2012 _____	2013 _____
2014 _____	2015 _____	2016 _____

Average Account Size: _____

Current Number of Clients: _____

Approximate Percent of Total Media Billings:

Television _____	Magazine _____	Radio _____
Newspaper _____	Out of Home _____	Digital _____
Other _____		

Number of Full-Time Employees: _____

ATTACHMENT B
Rates and Fees Schedule

Please complete the table below to address the deliverables identified in Section 4 - Scope of Work.

Summary of Costs

SOW Item	Est. Hours	Rates	Est. Labor	Materials Cost	Extended Cost
Marketing Plan					
Creative Content					
Media Planning/Buying					
Digital/Website					
Grand Totals					

Please provide supporting details for each of the deliverables especially for those requiring multiple resources.

ATTACHMENT C
Agency Selection 2017
Written Proposal Evaluation

OFFEROR: _____ EVALUATOR CODE: _____

Part A: Experience and Qualifications (30%)
RFP Section 6

1. CONTRACTOR DATA SHEET (RFP Attachment A)

____ Meets Qualifications for OWO Account

____ Does not meet Qualifications for OWO Account (REJECTED)

Explanation:

SCALE: 1 = LESS QUALIFIED
 5 = MORE QUALIFIED

2. OFFEROR'S EXPERIENCE IN SCOPE OF WORK (RFP Section 4):

1----2----3----4----5 x 2 = POINTS _____

3. PERSONNEL EXPERIENCE (RFP Section 6.b):

1----2----3----4----5 x 2 = POINTS _____

4. DESCRIPTION OF FINANCIAL STABILITY (RFP Section 5.c):

1----2----3----4----5 x 2 = POINTS _____

TOTAL POINTS FOR PART A = _____
(Maximum 30 Points)

ATTACHMENT D
Service Contract Form P-37

SEE ATTACHED FORM

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: 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 or Justice of the Peace			
1.14 State Agency Signature		1.15 Name and Title of State Agency Signatory	
Date:			
1.16 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: _____ On: _____			
1.18 Approval by the Governor and Executive Council <i>(if applicable)</i> 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 (“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 payments 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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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, 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, 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 person, 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.

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 Default; 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/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 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 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, 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form 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.

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 this 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' 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 hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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.