



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CULTURAL RESOURCES

Division of Arts, Division of Historical Resources,
Division of Libraries, Film and Television Office
Office of Curatorial Services
*American Canadian French Cultural Exchange Commission,
Administratively Attached*



4V 17

Van McLeod, Commissioner

November 1, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Sole Source

REQUESTED ACTION

Authorize the Department of Cultural Resources, Division of the Arts, to enter into a **sole-source** amendment, originally approved by Governor and Executive Council on October 3, 2012 (Item# 17) to increase the total amount by \$6,000 from \$25,204.00 to \$31,204 with Maren Brown Associates (Vendor code 228605) Florence, MA to coordinate the strategic plan for the New Hampshire State Council on the Arts effective upon approval of the Governor and Executive Council through November 30, 2013.

100% Federal Funds

Funds are available in the account titled Federal Arts Partnership Grant

01-34-34-341010-12550000-102-50731 Contracts for Program Services

FY 2014

\$6,000

EXPLANATION

This is a **sole-source** amendment to a contract with Maren Brown Associates. This amendment is considered sole-source as the \$6,000 additional scope of work represents more than a 10% increase over the original contract amount. Maren Brown Associates was awarded the original contract through a competitive bid process on October 3, 2012 as the most qualified bidder from responses received from our original Request for Proposals.

In order to continue to qualify for competitive federal grant funding from the National Endowment for the Arts, the New Hampshire State Council on the Arts must submit an application that includes an updated strategic plan. The strategic plan needs to address a mission statement, vision, values, goals and objectives that respond to the Council's enabling legislation (RSA 19), to the current issues facing New Hampshire, and the needs of New Hampshire citizens.

The New Hampshire State Council on the Arts develops a strategic plan that outlines an approach to meet the needs of the community and target our resources effectively. Each plan factors in the voices of the people we serve; the economic, social, and cultural circumstances of the times; and aligns with the resources we have available.

A recently identified area of significance is a results - based evaluation system. This amendment will allow the staff to establish an automated evaluation metrics system to capture measurable objectives and clearly articulated strategies for measuring performance and progress. An automated system will allow the staff to see both qualitative and quantitative impact in real-time.

Should Federal Funds become no longer available General Funds will not be requested to support this program.

Respectfully submitted,

Van McLeod
Commissioner

STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE STATE COUNCIL ON THE ARTS
CONTRACT FOR SERVICES AMENDMENT

This amendment (hereinafter “the Amendment”) is by and between the New Hampshire State Council on the Arts (hereinafter “the Agency”) and Maren Brown Associates (vendor # 228605) (hereinafter “the Contractor”).

WHEREAS, pursuant to an Agreement (hereinafter called the Contract), dated September 11, 2012, and approved by Governor and Council on October 3, 2012, item #17, the Contractor agreed to perform certain services upon the terms and conditions specified in the Contract, and in consideration of payment by the Agency of certain sums specified therein:

WHEREAS, pursuant to the provisions of paragraph 18 of the Contract, the Contract may be amended, waived or discharged by written instrument executed by the parties thereto and only after approval of such modification by the Governor and Council;

WHEREAS, the Contractor and the Agency have agreed to amend the Contract in certain aspects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Contract, and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Contract

Amend Section 1.8 of the General Provisions by increasing the “Price Limitation” by \$6,000 from \$25,204.00 to \$31, 204.00

Exhibit A: Services

Amend Exhibit A, as follows:

Add bullet 8 to paragraph 2: Develop an evaluation metric system to capture measurable objectives and clearly articulated strategies for measuring performance and progress that will allow staff to see both quantitative and qualitative impact in real-time.

Exhibit B: Contract Price

Amend Exhibit B, as follows:

Strike from bullet 3 of Payment Schedule: “and final payment”;

Add bullet 4 to Payment Schedule: Fourth and final payment of \$6,000 shall be paid after establishment and delivery of the evaluation metrics system.

2. Effective Date of Amendment

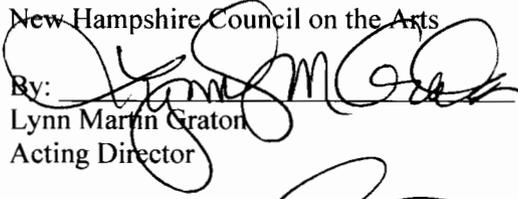
This Amendment shall take effect upon approval of Governor and Council.

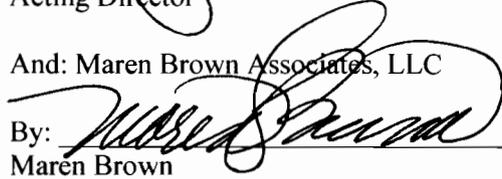
3. Continuance of Agreement

Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract and the obligations of the parties hereunder, shall remain in full force and effect with the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties set their hand as of the day and year first below written.

THE STATE OF NEW HAMPSHIRE
New Hampshire Council on the Arts

By:  Date 9/26/13
Lynn Martin Graton
Acting Director

And: Maren Brown Associates, LLC
By:  Date 9/19/13
Maren Brown
Sole Owner

 11-1-13
Assistant Attorney General

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Maren Brown Associates, LLC, a(n) Massachusetts limited liability company registered to do business in New Hampshire on September 11, 2012. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of September, A.D. 2013

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

State of New Hampshire

I, MAREN BROWN as the sole owner of my business,
(Name)

MAREN BROWN ASSOCIATES, LLC certify that I am authorized
(Name of Business)

to enter into a contract with the State of New Hampshire on behalf of myself.

In witness whereof, I have set my hand as the sole owner of the business this 19 day of
SEPTEMBER, 2013.
(month) (year)

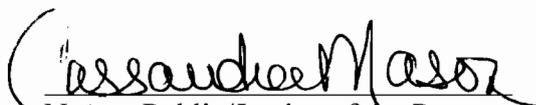

Sole Owner

State of New Hampshire

County of Merrimack

On September 19, 2013 before the undersigned officer personally
appeared the person identified in the foregoing certificate known to me (or satisfactorily
proven) to be the owner of the business identified in the foregoing certification and
acknowledged that he/she executed the foregoing certificate.

In witness whereof, I set hand my signature and official seal.


Notary Public/Justice of the Peace



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/19/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

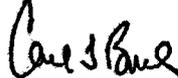
| | | |
|--|--|------------------------|
| PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022 | CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contactus@hiscoxusa.com | |
| | INSURER(S) AFFORDING COVERAGE INSURER A : Hiscox Insurance Company Inc | NAIC # 10200 |
| INSURED Maren Brown Associates, LLC 98 Lake Street FLORENCE MA 01062 | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|--------------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | Y | N | UDC-1369698-CGL-13 | 08/31/2013 | 08/31/2014 | EACH OCCURRENCE \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg. \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Professional Liability | Y | N | UDC-1369698-EO-13 | 08/31/2013 | 08/31/2014 | Each Claim: \$1,000,000 Aggregate: \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

| | |
|--|---|
| CERTIFICATE HOLDER The New Hampshire State Council on the Arts 19 Pillsbury Street Concord, NH 03301 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|---|



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CULTURAL RESOURCES

Division of Arts, Division of Historical Resources,
Division of Libraries, Film and Television Office
Office of Curatorial Services

American Canadian French Cultural Exchange Commission,
Administratively Attached

Van McLeod, Commissioner



September 12, 2012

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, New Hampshire 03301

G & C Approved
Date 10/3/12
Item # #17

REQUESTED ACTION

Authorize the Department of Cultural Resources, Division of the Arts to enter into a contract, in an amount not to exceed \$25,204.00, with Maren Brown Associates (Vendor code 228605) Florence, MA to coordinate the strategic plan for the New Hampshire State Council on the Arts effective upon approval of the Governor and Executive Council through November 30, 2013. Funds are available in account 01-34-34-341010-12550000-102-50731.

EXPLANATION

In order to continue to qualify for competitive federal grant funding from the National Endowment for the Arts, the New Hampshire State Council on the Arts must submit an application that includes an updated strategic plan. The strategic plan needs to address a mission statement, vision, values, goals and objectives that respond to the Council's enabling legislation (RSA 19), to the current issues facing New Hampshire, and the needs of New Hampshire citizens.

The New Hampshire State Council on the Arts develops a strategic plan that outlines an approach to meet the needs of the community and target our resources effectively. Each plan factors in the voices of the people we serve; the economic, social, and cultural circumstances of the times; and aligns with the resources we have available.

The Council's current strategic plan (2010 through 2013) is an updated extension of a plan developed in 2005. The mission, goals and objectives are the result of a statewide needs assessment and public planning process. Research and planning activities encompassed a survey of state and national trends, surveys with arts organizations and individual artists, evaluation of Council programs, interviews with policy makers, round table discussions, and focus group meetings held throughout the state.

The New Hampshire State Council on the Arts released a Request for Proposals for the Strategic Planning Project on June 22, 2012 and received three responses. Interviews of two of the respondents were conducted with the assistance of the Chair of the Advisory Council. The committee has chosen Maren Brown Associates based on bid price, experience, capacity to meet the time restrictions and the feasibility of the budget.

Respectfully submitted,

Van McLeod
Commissioner

costs of contracts
on matrix for
Arts Council

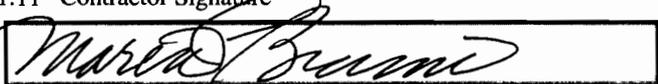
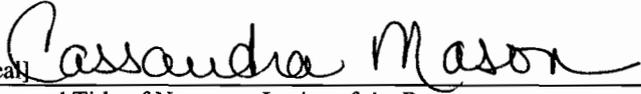
Subject: Strategic Planning FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|--|---------------------------------------|--|--|
| 1.1 State Agency Name <u>NH State Council on the Arts</u> | | 1.2 State Agency Address <u>19 Pillsbury St Concord NH 03301</u> | |
| 1.3 Contractor Name <u>Maren Brown Associates</u> | | 1.4 Contractor Address <u>98 Lake St Florence MA 01062</u> | |
| 1.5 Contractor Phone Number <u>413 313-4097</u> | 1.6 Account Number <u>1255-102</u> | 1.7 Completion Date <u>11/30/13</u> | 1.8 Price Limitation <u>\$25,204.00</u> |
| 1.9 Contracting Officer for State Agency <u>Lynn Graton, Acting Director</u> | | 1.10 State Agency Telephone Number <u>603 271-2789</u> | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory <u>Maren Brown</u> | |
| 1.13 Acknowledgement: State of <u>N.H.</u> , County of <u>Merrimack</u> On <u>9/11/12</u> , 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  | | | |
| 1.13.2 Name and Title of Notary or Justice of the Peace <u>Cassandra Mason, Justice of the Peace</u> | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory <u>Lynn Graton, Acting Director</u> | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>Rosemary Hill</u> On: <u>9-14-12</u> | | | |
| 1.18 Approval by the Governor and Executive 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 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. 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 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 \$250,000 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.

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 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

Contractor Initials MPG
Date 9/11/12

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 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.

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.

EXHIBIT A – Maren Brown Associates Services

SERVICES:

Consistent with the Request for Proposals dated June 22, 2012 and reflected in the respondent's proposal received on July 16, 2012 and finalized August 31, 2012, Maren Brown Associates will facilitate and coordinate the strategic planning process for the NH State Council on the Arts as required by the National Endowment for the Arts for the SFY2014-2019

The end product of this project is a strategic plan (approximately 20-24 pages) and an executive summary (approximately 4 pages) for the New Hampshire State Council on the Arts that is reflective of public input, the needs of the state of NH citizens, and the financial and human resources available to the agency. To achieve this, contractor will work in collaboration with State Arts Council staff and be responsible for the following:

- Design a research methodology that allows for input from agency staff, appointed Councilors, Department of Cultural Resources administration and Commissioner, artists, arts organizations, targeted constituent groups, and the general public.
- Develop a work plan and timetable for soliciting public input through meetings, interviews, surveys, etc; compiling notes from public input; producing drafts of a plan and a finalized plan; soliciting public input on the plan; and a carrying out any revisions resulting from the public input.
- Design research strategies, questions and for up to 15 public/constituent/focus group meetings; convene meetings; facilitate sessions; and compile information gleaned for input into the plan.
- Design research strategies, questions and for up to 12 interviews with individuals including constituents and others concerned with public policy in the arts and compile information gleaned for input into the plan.
- Design strategy and methodology for compiling existing information regarding statistical information such as the 2012 AFTA Arts & Economic Prosperity IV data; extract relevant information and make available for input in plan.
- Design up to two online surveys through available web interfaces designed to seek input on cultural priorities from NHSCA constituent organizations and artists and make available for input in plan.
- Compile, analyze, and synthesize the data collected from all sources and prepare up to three preliminary drafts of a plan incorporating revisions to the plan provided by State Arts Council; finalize a completed plan.
- Develop performance indicators and benchmarks to monitor progress toward achieving the mission, goals and objectives of the newly developed plan.

Contract cost is all inclusive.

Contractor Initials MB

Date 9/11/12

**EXHIBIT B – Maren Brown Associates
Payment**

PAYMENT:

The contractor shall be compensated by the State of New Hampshire (State) in the total amount of the contract, which shall constitute full compensation for all services, materials, and travel to be furnished under the terms of this agreement. Such compensation shall be made in three installments, and processed upon receipt of invoices submitted by contractor:

Payment Schedule:

- First payment: \$8,825.00 shall be paid upon the effective date of this contract.
- Second payment: \$8,825.00 shall be paid upon the delivery of the Focus Group and Public Forums report.
- Third and final payment: \$7,554.00 shall be paid after delivery of the completed strategic plan and executive summary.

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

Contractor Initials

Date

MBA
9/11/12

**EXHIBIT C – Maren Brown Associates
Special Provisions**

INTELLECTUAL PROPERTY:

All of the deliverables specified in this proposal (such as the final strategic plan) are prepared for and submitted to the New Hampshire State Council on the Arts by Maren Brown Associates, LLC and belong exclusively to the New Hampshire State Council on the Arts and are "works made for hire". The New Hampshire State Council on the Arts grants Maren Brown Associates, LLC the right to use these works (removing all references to the New Hampshire State Council on the Arts) as exemplars in teaching and as work samples for future clients.

To the extent that any pre-existing materials are contained in the deliverables (such as worksheets, procedures manuals, and other instructional materials), Maren Brown Associates, LLC (MBA) grants to the New Hampshire State Council on the Arts an irrevocable, non-exclusive, world-wide, royalty-free license to use, reproduce, display, and distribute (internally, but not on a website or in a public space, such as a social media site) copies of these works to its members. The New Hampshire State Council on the Arts acknowledges that Maren Brown Associates, LLC (MBA) owns intellectual property which predates the commencement of services under this Agreement, or is created during the term of this Agreement, but not on behalf of the New Hampshire State Council on the Arts under the terms of this Agreement and not included in the Deliverables (collectively, "MBA Property"). Ownership of MBA Property is not transferred to the New Hampshire State Council on the Arts under this Agreement. MBA Property will display a © symbol designating copyright ownership by MBA.

INSURANCE:

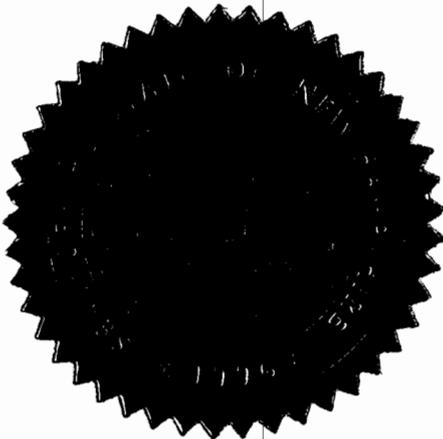
The insurance limits that are contained in section 14.1.1 pertaining to general liability are modified so that the Comprehensive General Liability is \$500,000 per incident and \$500,000 in aggregate.

Contractor Initials MB
Date 9/11/12

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Maren Brown Associates, LLC a(n) Massachusetts limited liability company registered to do business in New Hampshire on September 11, 2012. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11th day of September, A.D. 2012

A handwritten signature in cursive script, which reads "William M. Gardner".

William M. Gardner
Secretary of State

State of New Hampshire

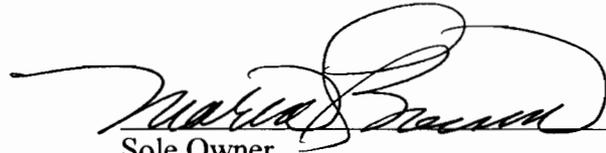
I, Maren Brown as the sole owner of my business,
(Name)

Maren Brown Associates, LLC certify that I am authorized
(Name of Business)

to enter into a contract with the State of New Hampshire on behalf of myself.

In witness whereof, I have set my hand as the sole owner of the business this 11th day of

September, 2012.
(month) (year)

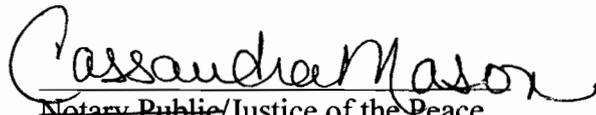

Sole Owner

State of New Hampshire

County of Merrimack

On 11th September, 2012 before the undersigned officer personally appeared the person identified in the foregoing certificate known to me (or satisfactorily proven) to be the owner of the business identified in the foregoing certification and acknowledged that he/she executed the foregoing certificate.

In witness whereof, I set hand my signature and official seal.


Notary Public/Justice of the Peace
commission expires
May 9, 2017

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/12/2012

PRODUCER (413)527-5520 FAX (413)527-5970
Finck & Perras Insurance Agency, Inc.
6 Campus Lane
Hampton, MA 01027
Elizabeth Wildman

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Maren Brown Associates, LLC
98 Lake Street
Florence, MA

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|--------|
| INSURER A: Philadelphia Insurance Company | |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----------------------|---|---------------|----------------------------------|-----------------------------------|--|
| A | GENERAL LIABILITY | 79955179 | 09/12/2012 | 09/12/2013 | EACH OCCURRENCE \$ 500,000 |
| | <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ |
| | <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR | | | | MED EXP (Any one person) \$ |
| | <input checked="" type="checkbox"/> Profession Liability | 79955179 | | | PERSONAL & ADV INJURY \$ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | GENERAL AGGREGATE \$ 500,000 |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | PRODUCTS - COMP/OP AGG \$ |
| | AUTOMOBILE LIABILITY | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | <input type="checkbox"/> ANY AUTO | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> SCHEDULED AUTOS | | | | PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> HIRED AUTOS | | | | |
| | <input type="checkbox"/> NON-OWNED AUTOS | | | | |
| | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT \$ |
| | <input type="checkbox"/> ANY AUTO | | | | OTHER THAN EA ACC \$ |
| | | | | | AUTO ONLY: AGG \$ |
| | EXCESS/UMBRELLA LIABILITY | | | | EACH OCCURRENCE \$ |
| | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE | | | | AGGREGATE \$ |
| | | | | | \$ |
| | DEDUCTIBLE | | | | \$ |
| | RETENTION \$ | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | WC STATUTORY LIMITS OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | | | | E.L. EACH ACCIDENT \$ |
| | If yes, describe under SPECIAL PROVISIONS below | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | OTHER | | | | E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

NH State Council on the Arts
19 Pillsbury St
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Patrick Brough/PAT

Patrick Brough



STRUCTURED INTERVIEW RATING FORM

Strategic Planning Coordinator

| | |
|---------------------|------------------------------|
| Nemon Consulting | Maren Brown Associates |
|---------------------|------------------------------|

Questions:

| | | |
|--|----|----|
| Are you familiar with the Arts Council? | 3 | 5 |
| Why are you interested in this project? | 3 | 5 |
| What aspect of strategic planning do you find the most interesting? | 4 | 5 |
| The most challenging? | 3 | 4 |
| What is your familiarity with the history of public funding for the arts and the way it is funded in the US and in various states? | 2 | 5 |
| What value do you feel public investment in the arts brings to communities? | 2 | 5 |
| What experience do you have in helping government agencies develop strategic plans for other government agencies; how does it differ from non-profit planning? | 3 | 5 |
| How do you view the balance between capacity of an organization/resources, etc. versus the interests/needs/desires of its constituency? | 3 | 5 |
| What experience & successes have you had with electronic surveys? What response rate do you consider successful? | 3 | 5 |
| OTHER: | | |
| Ranking of the written proposal | 3 | 5 |
| Clarity of writing | 5 | 5 |
| Pertinence of writing to the scope of work addressed in RFP | 4 | 5 |
| | 38 | 59 |

