



The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**

**Thomas S. Burack, Commissioner**



03-019-0016

March 2, 2016

Her Excellency, Governor Margaret Wood Hassan  
and The Honorable Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

Authorize the Department of Environmental Services to enter into a contract agreement with Studio NaCl (VC #269541), Eliot, ME, in the amount of \$17,575 to provide marketing and communications services to the New Hampshire Coastal Adaptation Workgroup in order to coordinate statewide coastal resilience initiatives, effective upon approval of Governor and Council through May 31, 2017. The funding source is 100% Federal Funds.

Funding is available in the account as follows.

03-44-44-442010-3642-102-500731 FY 2016  
\$17,575  
Dept. Environmental Services, Coastal Zone Management, Contract for Program Services

**EXPLANATION**

The New Hampshire Coastal Adaptation Workgroup (NHCAW) is a collaboration of 22 organizations working to help communities in New Hampshire's coastal communities prepare for the effects of extreme weather events and flooding. The NHDES Coastal Program (NHCP) participates on NHCAW as a key partner, helping provide communities with resources, tools, and guidance. This request would help NHCAW meet an important need for better communication resources and coordination around coastal flooding and other extreme weather impacts. This project also fills a critical need for actionable information identified by the NH Coastal Risk and Hazards Commission, a legislative Commission charged with providing recommendations to help New Hampshire state agencies and municipalities prepare for coastal storm surge, sea-level rise, and extreme precipitation.

The NHCP issued a request for qualifications and proposed approaches (RFQ) on October 6, 2015 to secure communications and marketing services for NHCAW. The RFQs were used to select the most qualified firm in order to further scope the project proposal. Four eligible RFQs were received and ranked based on selection criteria, which included the contractor's relevant experience, the adequacy of the proposed approach and cost estimate, the clarity and presentation of the qualifications package, demonstration of successful cooperation and communication with other clients, and demonstrated ability to complete work on schedule and within budget.

The highest ranking submission was selected to develop a full scope for services and budget with the NHCP and NHCAW project team. Studio NaCl received the highest rank and successfully negotiated a draft contract for services with the project team. The lowest bid proposal received a low ranking, and thus was not chosen, because the proposed approach was extremely brief, lacking detail related to the deliverables outlined in the RFQ. Additionally, the reviewers agreed that the lack of detail in the lowest bid firm's proposed approach suggested that the estimated quote for services may have been underestimated. A scoring matrix that includes a list the NHCP staff and NHCAW partners who participated in the RFQ review, along with their titles and level of experience, is provided in Attachment A.

A number of resources and tools have emerged over the past several years that are useful for municipal planning to improve resilience to coastal risks and hazards in New Hampshire, however these resources and tools are located in many different places at a variety of organizations, making them hard to find and use in an effective way. The purpose of this contract is to consolidate existing communications materials and tools related to NH coastal risks and hazards into a central location that allows audiences to easily find information, conduct simple analyses, get involved, and/or follow NHCAW activities. Funding will be used by the Contractor to assess NHCAW communications and messaging and provide recommendations for new communications materials and approaches. It will also develop a NHCAW Coastal Resilience Portal where coastal risk and hazard-related materials, tools, and resources can exist in one place so that coastal municipalities can easily access the information they need to assess vulnerabilities and prepare for coastal flooding.

Total project costs are budgeted at \$17,575.00. DES will provide \$17,575.00 of the project costs. In the event that Federal Funds become no longer available, General Funds will not be requested to support the project. This agreement has been approved by the Office of the Attorney General as to form, execution and content.

We respectfully request your approval.



for Thomas S. Burack, Commissioner

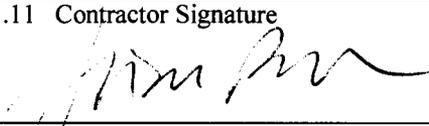
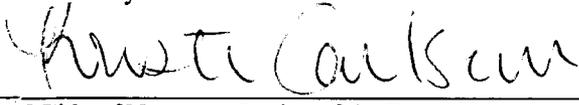
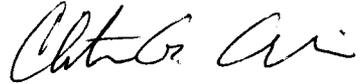
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302-0095	
1.3 Contractor Name Studio NaCl		1.4 Contractor Address 391 Main Street, Eliot Maine 03903	
1.5 Contractor Phone Number 207 450 3765	1.6 Account Number 03-44-44-442010-3642-102-500731	1.7 Completion Date May 31, 2017	1.8 Price Limitation \$17,575
1.9 Contracting Officer for State Agency Kirsten Howard, NHCP		1.10 State Agency Telephone Number 603-559-0020	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Alicen Brown, Owner, Studio NaCl	
1.13 Acknowledgement: State of <i>NH</i> , County of <i>Rockingham</i> On <i>Jan 28, 2016</i> , 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		KRISTEN A. CARLSON, Commissioner of Deeds My Commission Expires February 28, 2019	
1.14 State Agency Signature  Date: <i>3/3/16</i>		1.15 Name and Title of State Agency Signatory <i>Clark Fraise</i> <i>Assist. Commissioner</i>	
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) (if applicable) By:  On: <i>3/7/16</i>			
1.18 Approval by the Governor and Executive Council (if applicable) 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 \$1,000,000 per 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.

**Exhibit A**  
**Scope of Services**

Studio NaCl shall provide design, programming, marketing and communications services for the New Hampshire Coastal Adaptation Workgroup (NHCAW) to the satisfaction of the NHCAW project team and the New Hampshire Department of Environmental Services Coastal Program. Studio NaCl shall complete the following tasks as outlined in the detailed proposal and budget provided by Studio NaCl entitled "NaCl\_NHCAW Resilience Communications\_Final" and saved on January 26, 2016:

**Tasks:**

- 1. Project definition, orientation, and Creative Brief**
- 2. Communications Assessment & Messaging Audit & Recommendations: Audit existing content and platforms, define audiences and their informational needs, create a simple guide for messaging and content.**
- 3. NHCAW Identity Refinement: Create new logo using existing information and feedback.**
  - a. Design to include a simple graphic element with text (logotype) that will successfully reproduce at a variety of sizes and 1-color applications.
  - b. 3 options to be presented as refinements to existing design
  - c. 3 rounds of edits included in finalizing logo for reproduction
- 4. NHCAW Visual Style Guide: Creation of a basic 1-2 page visual style guide for NHCAW graphic identity, to be used as reference on all printed and interactive collateral communications.**
- 5. Infographic: develop a clear infographic that will communicate what NHCAW is and does to target audiences.**
  - a. Design development of messaging and look and feel will be derived from discoveries made in Tasks 1-4.
  - b. Simple text and graphics to be designed to convey general concepts of the message onto a 1 page diagram
  - c. Screen and print quality formatted PDFs to be provided
- 6. Portal Development: consolidate existing communications components related to NH coastal resilience activities.**

Funding Credit: All work products intended for public distribution, including websites, flyers, newsletters, signage etc., shall include the logos of the sponsoring agencies as follows: NOAA, NHDES Coastal Program, and NHDES. Additionally, all work products intended for public distribution shall include the following funding credit statement: "This project was funded, in part, by NOAA's Office for Coastal Management under the Coastal Zone Management Act in conjunction with the NH Department of Environmental Services Coastal Program."

**Exhibit B**  
**Method of Payment and Contract Price**

The State shall pay to the Contractor the total reimbursable program costs in accordance with the following requirements:

Reimbursement requests for program costs shall be made by the Contractor using a payment request form as supplied by State, which shall be completed and signed by the Contractor. The payment request form shall be accompanied by proper supporting documentation in the amount of each requested disbursement. Documentation of reimbursable costs may include invoices for supplies, equipment, services, contractual services, and a report of personnel, travel and indirect costs. The Contractor must request prior written approval from the State to incur pre-agreement costs. Payments shall be made to the Contractor no more frequently than monthly.

The total reimbursement shall not exceed the grant award of \$17,575. No matching funds are required for this contract.

## Exhibit C Special Provisions

Paragraph 14 of the General Provisions shall not apply to this Agreement. The Contractor provides office-based graphic design services which do not expose the State to liability risk.

With regards to Paragraph 15 of the General Provisions, see the attached memo from the Contractor confirming that Studio NaCl is a sole proprietorship, and therefore the Contractor is exempt from the Worker's Compensation requirements of RSA chapter 281-A.

Federal Funds paid under this agreement are from a Grant Agreement to the State from the US Department of Commerce (DOC), National Oceanic and Atmospheric Administration under CFDA # 11.419. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant Agreement are hereby adopted in full force and effect to the relationship between this Department and the Contractor.

In addition to the General Provisions of Paragraph 1 through 23, the following provisions as required by federal regulations apply to this Agreement:

I) ***Nondiscrimination.*** The Contractor shall comply with 15 CFR part 8 which prohibits discrimination under any program or activity receiving DOC assistance on the basis of race, color, national origin, gender or handicap, and 15 CFR part 20 which prohibits discrimination based on age.

II) ***Financial management.*** The Contractor shall comply with 15 CFR part 24.20 and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.

III) ***Allowable costs.*** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in 15 CFR part 24.22; and OMB Circular A-87.

IV) ***Matching funds.*** All matching funds contributed by the Contractor shall conform to the same laws, regulations, and grant conditions as the federal funds in the Agreement and referenced in 15 CFR part 24.24 and OMB Circular A-87.

V) ***Property Management.*** The Contractor shall comply with the property management and procedures detailed in 15 CFR part 24.32 and 15 CFR part 24.33.

VI) ***Debarment and Suspension.*** The Contractor shall comply with 15 CFR part 26. By signing and submitting the Agreement, the Contractor certifies that they have not been debarred or suspended by a government agency. The Contractor will not make any award or permit any award (subgrant or subcontract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

VII) **Procurement.** When purchasing goods or services with grant or match funds, the Contractor shall comply with procurement regulations as detailed in 15 CFR part 24.36 which include procurement standards, competition, methods of procurement, contract cost and price, agency review, bonding requirements, and contract provisions.

a. Assignment of Subcontracts. The Contractor shall not assign, or otherwise transfer any interest in this contract without the prior written consent of the Contract Owner and the State.

b. Subcontracts. The Contractor shall:

- i. Ensure that every subcontract includes provisions for compliance with Federal and State standards applicable to the contract;
- ii. Ensure that every subcontract includes any clauses required by Federal statute and executive orders and their implementing regulations; and
- iii. Ensure that subcontractors are aware of requirements imposed upon them by State and Federal statutes and regulations.

VIII) **Participation by Disadvantaged Business Enterprises.** The Contractor shall comply with the terms of 15 CFR part 24.36(e), which requires that organizations conduct a competitive procurement process making a good faith effort to utilize goods and services provided by disadvantaged businesses.

IX) **New Restrictions on Lobbying: Interim Final Rule.** The Contractor shall comply with the terms of 15 CFR part 28 and OMB Circular A-87 which prohibit the use of federal grant funds to influence (or attempt to influence) a federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if *nonfederal* funds have been used to influence (or attempt to influence) a federal employee.

X) **Drug-Free Workplace.** The Contractor shall comply with the terms of 15 CFR part 26 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.

XI) **Bonding requirements.** For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (currently \$100,000), the minimum requirements shall be as follows:

a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

XII) **Federal Funding Accountability and Transparency Act (FFATA).** The Contractor shall comply with the terms of the FFATA by providing DES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data information as required under the FFATA. The Contractor's DUNS number is 03-287-3751.

studio **NACL**

391 Main Street, Eliot, Maine 03903  
T 207 450 3765 E abrown@studionacl.com  
www.studionacl.com

January 12, 2016

To: State of New Hampshire  
Re: Workers Compensation

This letter is to state that my business is a sole proprietorship and that I should be exempt from the Worker's Compensation requirements.

Thank you,  
Alicen Brown

SOLE PROPRIETOR CERTIFICATE OF AUTHORITY

I, Alicen Armstrong Brown, hereby certify that I am the sole proprietor of Studio NaCl, which is a tradename registered with the Secretary of State under RSA 349. I certify that I am the sole owner of my business and of the tradename.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind my business and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

Signed: \_\_\_\_\_

*Alicen Brown*

Date: \_\_\_\_\_

*Jan. 28, 2016*

State of New Hampshire, County of \_\_\_\_\_

*Sockingham*

On this the 28 day of January, 2016, before me Kristen Carlson the undersigned officer, personally appeared Alicen Brown, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

KRISTEN A. CARLSON, Commissioner of Deeds  
My Commission Expires February 28, 2019

# State of New Hampshire Department of State

## CERTIFICATE OF REGISTERED TRADE NAME

OF

Studio NaCl

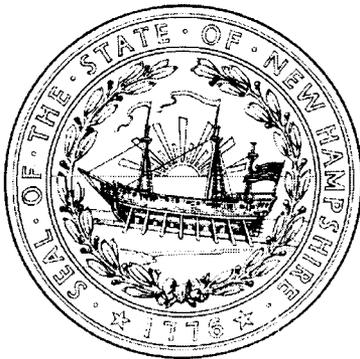
This is to certify that Alicen Armstrong Brown registered in this office as doing business under the Trade Name Studio NaCl, at 391 Main Street Eliot, ME 03903 on December 14, 2015.

The nature of business is Graphic Design and Web Development.

Expiration Date: December 14, 2020

Business ID#: 736483

IN TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 14th day of December, 2015 A.D.



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

William M. Gardner  
Secretary of State

