



STATE OF NEW HAMPSHIRE  
BUREAU OF GRAPHIC SERVICES  
**PRINTING PROJECT REQUEST FOR BID**

**BID NUMBER:** 0145A-15

**BID TITLE:** NH Wildlife Journal Magazine

**CLIENT:** NH Dept. of Fish and Game

**SUBMISSION DEADLINE:** 11:00 a.m. EDT Thursday July 31, 2014

**SUBMIT BIDS BY FAX TO:** (603) 271-1949

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# **INSTRUCTIONS FOR CORRECT BID SUBMISSION**

In order to submit a bid that we can consider, you must fill out and return the “State of New Hampshire Bid Transmittal Letter” found on page 6 of this bid document, as well as the “Vendor’s Bid Proposal” page found after the specifications. In addition, you must meet the following requirements:

1) **BE AN AUTHORIZED VENDOR TO NH STATE GOVERNMENT** – For any particular bid, only vendors who have completed our vendor application and Alternate W-9 form by the date and closing time of the bid may have their bids considered. You can apply to become an authorized vendor online at: <https://das.nh.gov/purchasing/vendorregistration/welcome.aspx> . Contact us at (603) 271-3205 or write to [Jill.Roy@nh.gov](mailto:Jill.Roy@nh.gov) if you need assistance.

2) **BE REGISTERED OR BE PREPARED TO REGISTER WITH THE NH SECRETARY OF STATE** – This is a different registration than the one discussed in point #1 above. By law, a person or persons conducting business in New Hampshire under any name other than his or her own legal name must register with the NH Secretary of State. This registration is not a prerequisite to have your bid considered, but if it turns out you have a winning bid, then in order to receive the project award, you will have to complete this registration. There is an application fee for this. Moreover, for out-of-state vendors there may also be a cost to hire in-state representation and to furnish a certificate of good standing from the state department of your home state. The total cost may run as high as \$200. When you prepare your bid, you should be cognizant of this fact. Visit the Secretary of State’s website at <http://www.sos.nh.gov/corporate/index.html> for information and to download forms, or call their Corporate Division office at (603) 271-3246 to get more specifics about requirements and filing fees.

3) **SUBMIT YOUR BID ON TIME** – The date and time given for the submission deadline is a hard and fast cutoff. If your bid arrives one minute after that time, it will definitely be disqualified.

4) **PUT A PROPER SIGNATURE ON THE “STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER”** – This form must be signed by an official of your company who has the authority to obligate the company in a binding contract, usually a senior officer of the company. The signature certifies that your company agrees to be contractually bound by all our terms and conditions and project specifications in the event that we award you the project. Note that notarization is not required of all bidders, but only of the winning bidder, after receipt of notification from us.

5) **SUBMIT YOUR BID ON OUR FORM** – Your bid proposal must be made on our “Vendor’s Bid Proposal” page. A house quote sheet will not be accepted in lieu of a properly executed bid.

6) **DO NOT STIPULATE TERMS AND CONDITIONS** – We are unable to accept a bid that stipulates any terms and conditions other than our own or that takes exception to any of ours.

7) **BID ON THE SPECIFICATIONS** – We can only award on a bid proposal that offers to meet or exceed the official specifications. Alternate bids will not have standing to be considered alongside compliant bids. We welcome suggestions of cost-saving alternate constructions, but we cannot accept any alternate proposal without first publishing an addendum or doing a re-bid to give all bidders the same opportunity.

## ADDITIONAL INFORMATION ABOUT BIDS AND BID SUBMISSION

1. **HOW OUR BIDDING WORKS** – There is just one round of blind bidding. The lowest qualified bid from that round takes the order, assuming all things work out and an award is made. There is no second-round opportunity to sway the award decision by making an improved offer after first-round results are known.
2. **PREFERENCES** – In print procurements, the State of New Hampshire does not grant any preferential treatment to in-state, women-owned or minority-owned businesses, nor to companies regarded as “better” for any reason, or who have a favorable past performance record. Bid awards are simply made on the basis of lowest price.
3. **BROKERING/SUBCONTRACTING** – Brokering or subcontracting for print or bindery services is generally allowed on most State of New Hampshire print work and may be assumed to be allowed unless the bid specifications explicitly prohibit it.

In any case where the awarded bidder brokers or subcontracts on State of New Hampshire work, the awarded bidder shall be solely and entirely responsible to the State to meet all terms and conditions, specifications, deadlines and reasonable product quality expectations inherent in the contract, the same as if they were producing the job themselves. The contractor will also have to handle all communication, coordination, transportation, accountability and financial arrangements with their subcontractors; the State shall not have to interact with any subcontractor for any reason.

4. **APPROVED BID TRANSMISSION METHODS** – Fax is the recommended method of transmitting your bid to us. Bids may also be hand-delivered, or sent by US mail, UPS, FedEx or other common carrier. E-mailed bids will only be accepted in exceptional circumstances by prior arrangement on a one-time-only basis. A hard copy original is only required of the winning bidder, upon notification, so that we have “live” signatures and notarization on the bid transmittal letter.
5. **LATE BIDS** – All bids that arrive late will be disqualified, no matter the reason. This includes late bid arrivals caused by couriers stuck in traffic jams, lost mail, slow carriers, fax bids delayed by busy telephone lines (ours or yours) or other technical glitches outside our control. In the event of a discrepancy between our fax machine’s date and time stamp and yours, ours prevails. We will, of course, keep our fax machine set to the correct time.
6. **ATTENDING THE BID OPENING** – Bids will be opened and reviewed at the offices of NH Bureau of Graphic Services, 12 Hills Ave., Concord, NH, at the date and time given as the submission deadline. Interested parties may attend these openings; however, only the identities of the bidders will be made public at the bid openings. Bid amounts will not be disclosed. We are prohibited by NH State Law from revealing bid amounts before the award is made.

7. **TIED BIDS** – Tied bids will be decided by a coin toss or other random drawing process. Affected parties will be notified and will have an opportunity to appear in person to witness the drawing if they wish.
8. **CONFIRMATION OF PRICE** – Upon opening and reviewing all bids, we contact the apparent low bidder to request a confirmation of price. This is an opportunity for the low bidder to verify the accuracy of their print estimate, if they wish. There is no option to change the bid at this point; the bidder may only confirm or request to withdraw.
9. **CONTRACT AWARD** – After the price is confirmed, we contact the client agency for approval to award the contract. The agency may elect to award the order as originally bid, but it also has the option to cancel the order or request a re-bid with changed specs, as best suits their purposes and budget. If they choose to go ahead with the project as bid, we will issue a purchase order.

Our issuance of a State of NH purchase order establishes the contract and officially certifies to the recipient that they have been contracted and may begin chargeable work with full confidence of remuneration. If a vendor incurs costs by performing work or buying materials for a State of NH project before our purchase order has been issued to them, they do so at their own risk. In the event that the purchase order does not get issued for some reason, such costs will go uncompensated. The State of New Hampshire does not expect vendors to take this risk.

10. **RIGHT TO CANCEL A BID** – The State reserves the right to cancel a bid at any time. Neither initiating nor completing a RFB process obligates the State in any way to make a purchase.
11. **BID RESULTS** – By state law, bid results may not be disseminated until an award has been made. After we have issued a purchase order for the contract, we will post a bid summary at our bid website. Bid results will not be given over the telephone at any time. When ready, the bid summary may be found online as follows:
  - A. Go: [http://das.nh.gov/purchasing/bids\\_posteddte.asp?sort=PostedDate%20DESC](http://das.nh.gov/purchasing/bids_posteddte.asp?sort=PostedDate%20DESC)
  - B. Type the bid number in the “Search by Bid #” field, then click on “Search”.
  - C. The bid listing is displayed. In the “Status/Bid Results” column, click on “Closed”.
  - D. A PDF file opens listing the bids in order from lowest to highest. The first bid listed is the winning bid. You can view, save or print this document.
  - E. The bid results document remains permanently available at this location and can be accessed much later to inform bidding strategy in the event the project comes to bid again for a reprint.

# **PUBLIC DISCLOSURE OF BID INFORMATION**

## **A. Introduction**

The State of New Hampshire has made it a priority through the Right-to-Know law (RSA 91-A), the TransparentNH initiative, and other statutes and practices to ensure that government activity is open and transparent. In general, these requirements allow for public review, disclosure and posting of government and public records. As such, the State is obligated to make public the information submitted in response to this RFB, any resulting contract, and information provided during the contractual relationship. The Right-to-Know law obligates the State to conduct an independent analysis of the confidentiality of the information submitted, regardless of whether it is marked confidential.

## **B. Disclosure of Information Submitted in Response to RFB**

Information submitted in response to this request for bid (RFB) is subject to public disclosure under the Right-to-Know law **after a contract is actually awarded**. Notwithstanding the Right-to-Know law, no information concerning the contracting process, including but not limited to information related to bids, communications between the parties or contract negotiations, shall be available until a contract is actually awarded.

Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. If you believe any information submitted in response to this request for bid should be kept confidential, you must specifically identify that information where it appears in your submission in a manner that draws attention to the designation. You must also provide a letter to the person listed as the point of contact for this RFB, identifying the specific page number and section of the information you consider to be confidential, commercial or financial and providing your rationale for each designation. Marking or designating an entire bid, proposal, attachment or section as confidential shall neither be accepted nor honored by the State.

**Pricing and other information that relates to your contractual obligations in your bid or proposal or any subsequently awarded contract shall be subject to public disclosure regardless of whether it is marked as confidential.**

Notwithstanding a bidder's designations, the State is obligated by the Right-to-Know law to conduct an independent analysis of the confidentiality of the information submitted in a bid or proposal. If a request is made to the State by any person or entity to view or receive copies of any portion of your bid or proposal, the State shall first assess what information it is obligated to release. It will then notify you that a request has been made, indicate what, if any, information the State has assessed is confidential and will not be released, and specify the planned release date of the remaining portions of the proposal. To halt the release of information by the State, a bidder must obtain and provide to the State, prior to the date specified in the notice, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information.

By submitting a bid or proposal, you acknowledge and agree that:

- The State may disclose any and all portions of the bid or proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFB or RFP;
- The State is not obligated to comply with your designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your bid or proposal; and
- The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to you.

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: July 28, 2014

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_

To: Point of Contact: Daniel J. Ostroth  
Telephone: (603)-271-3205  
Fax: (603) 271-1949  
RE: Bid Submission

Project Title: **NH Wildlife Journal Magazine**  
Bid Number: **0145A-15**  
Bid Submission Deadline: **11:00 a.m. EDT Thursday July 31, 2014**

Dear Daniel Ostroth:

[Insert name of signor] \_\_\_\_\_, on behalf of \_\_\_\_\_ [insert name of entity submitting bid (collectively referred to as "Vendor") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to **BID #0145A-15** for a contract to produce **NH Wildlife Journal Magazine** at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 45 calendar days from the Bid Opening date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
  - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
  - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
  - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
  - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
  - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
  - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
  - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
  - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
  - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
  - j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

Authorized Signor's Signature \_\_\_\_\_ Signor's Title \_\_\_\_\_

**NOTARIZATION** (Only the winning bidder is required to notarize, after receipt of notification. All others may leave blank.)

COUNTY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 2014, the above named, \_\_\_\_\_, personally appeared before me in his/her capacity as authorized representative of \_\_\_\_\_, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal:

\_\_\_\_\_  
(Notary Public/Justice of the Peace)

My commission expires: \_\_\_\_\_ (Date)

Unless specifically amended or deleted by the Division of Plant and Property Management, the following General Terms and Conditions apply to this Bid and any resulting Purchase Order or Contract.

### GENERAL CONDITIONS AND INSTRUCTIONS:

**NATURE OF, AND ELIGIBILITY TO RESPOND.** This bid invitation is submitted in accordance with Chapter 21-1, and rules promulgated thereunder, and constitutes a firm and binding offer. A bid may not be withdrawn unless permission is obtained from the Bureau of Graphic Services.

Bids may be issued only by the Bureau of Graphic Services and are not transferable.

**SAMPLES AND DEMONSTRATIONS.** When samples are required they must be submitted free of costs and will not be returned. Items left for demonstration or evaluation purposes shall be delivered and installed free of charge and shall be removed at no cost to the State. Demonstration units shall not be offered to the State as new equipment.

**BIDS.** Bids must be received at the Bureau of Graphic Services before the date and time specified for the opening. Bids must be submitted on this bid form or exact copies and must be typed or clearly printed in ink. Corrections must be initialed. Bids are to be made less Federal Excise Tax and no charge for handling unless required by law.

Bids will be made available to the public after the time of award. Bid results will be given by mail only if requested in writing and accompanied by a self-addressed, stamped business size envelope.

**SPECIFICATIONS.** Vendors must submit on items as specified. Proposed changes must be submitted in writing and received at the Bureau of Graphic Services at least five (5) working days prior to the bid opening. Vendors shall be notified in writing if any changes to the specifications are made.

**AWARD.** The award will be made to the responsible Vendor submitting a conforming bid meeting specifications at the lowest cost unless other criteria are noted in the bid. Unless otherwise noted, the award may be made by individual items.

If there is a discrepancy between the unit price and the extension, the unit price will prevail.

When identical low bids are received the award will be made in accordance with the Administrative Rules.

Discounts will not be considered in making award but may be offered on the Invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of Invoice, whichever is later. On orders specifying split deliveries, discounts will apply on the basis of each delivery or receipt of Invoice, whichever is later.

**PATENT INFRINGEMENT.** Any responding vendor who has reason to believe that any other responding vendor will violate a patent should such responding vendor be awarded the contract shall set forth in writing, prior to the date and time of opening, the grounds for his belief and a detailed description of the patent.

**ASSIGNMENT PROVISION.** The responding vendor hereby agrees to assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations, or contracts in restraint of trade which materially affect the price of goods or services obtained by the state under this contract if so requested by the State of New Hampshire.

**FEDERAL FUNDS.** This Division of Plant and Property Management, under RSA 21-1:14, VIII shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the Federal Procurement Standards.

**STATE'S OPTIONS:** The Bureau of Graphic Services reserves the right to reject or accept all or any part of any bid, to determine what constitutes a conforming bid, to award the bid solely as it deems to be in the best interest of the State, and to waive irregularities that it considers not material to the bid.

**PUBLIC INFORMATION:** The responding vendor hereby acknowledges that all information relating to this bid and any resulting order (Including but not limited to fees, contracts, agreements and prices) are subject to these laws of the State of New Hampshire regarding public information.

**PERSONAL LIABILITY:** The responding vendor agrees that in the preparation of this bid or the execution of any resulting contract or order, representatives of the State of New Hampshire shall incur no liability of any kind.

**PROOF OF COMPLIANCE.** The responding vendor may be required to supply proof of compliance with proposal specifications. When requested, the responding vendor must immediately supply the Bureau of Graphic Services with certified test results or certificates of compliance. Where none are available, the State may require independent laboratory testing. All costs for such testing certified test results or certificate of compliance shall be the responsibility of the responding vendor.

**FORM OF CONTRACT.** The terms and conditions set forth in any additional Terms and Conditions by the Bureau of Graphic Services are part of the bid and will apply to any contract awarded the responding vendor unless specific exceptions are taken and accepted and will prevail over any contrary provisions in Terms and Conditions submitted by the responding vendor.

## CONTRACT TERMS AND CONDITIONS

1. The State of New Hampshire, acting through the Division of Plant and Property Management, engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State documents, if any, and the Vendor's bid or quotation, both of which are incorporated herein by reference.
2. **COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS.** In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws.
3. **TERM.** The contract, and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.
4. **CONTRACT PRICE.** The contract price, a payment schedule and a maximum limitation of price shall be as specified by the bid invitation and the Vendor's bid. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the Vendor and complete payment for the Services. The State shall have no other liability to the Vendor.
5. **DELIVERY.** If the vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may re-purchase similar items from any other source without competitive bidding, and the original vendor may be liable to the state for any excess costs.
6. **INVOICING.** All invoices must be in triplicate showing Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the invitation to bid or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received at the agency business office, whichever is later.
7. **PERSONNEL.**
  - 7.1. The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.
  - 7.2. The person signing this agreement on behalf of the State, or his or her delegee ("Contracting Officer") shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.
8. **EVENT OF DEFAULT; REMEDIES.**
  - 8.1. Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Events of Default"):
    - 8.1.1. failure to deliver the goods or services satisfactorily or on schedule; or
    - 8.1.2. failure to submit any report required hereunder; or
    - 8.1.3. failure to perform any of the other covenants and conditions 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 Vendor 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 Vendor notice of termination; and
    - 8.2.2. give the Vendor 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 Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and
    - 8.2.3. set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and
    - 8.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
9. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Vendor.

**10. VENDOR'S RELATION TO THE STATE.** In the performance of this agreement the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

**11. ASSIGNMENT AND SUBCONTRACTS.** The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. No work required by this contract shall be subcontracted without the prior written consent of the State. If a vendor is unable to complete delivery by the date specified, he must contact the using agency. However, the agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipments. All deliveries shall be FOB Destination.

**12. 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 on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

**12.1 PATENT PROTECTION.** The seller agrees to indemnify and defend the State of New Hampshire from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).

**13. TOXIC SUBSTANCES.** In compliance with RSA 277-A known as the Workers Right to Know Act, the vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.

**14. 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 below.

**15. AMENDMENT.** This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

**16. 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.

**17. ADDITIONAL PROVISIONS.** The additional provisions (if any) have been set forth as Exhibit "A" hereto.

**18. 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.



NEW HAMPSHIRE BUREAU OF GRAPHIC SERVICES

REQUEST FOR BID FOR NH STATE PRINTING PROJECT #0145A-15

Project Specifications

**PROJECT TITLE:** NH Wildlife Journal Magazine

**CLIENT AGENCY:** NH Fish & Game Dept.

**BID SUBMISSION DEADLINE:** 11:00 a.m. EDT Thursday, July 31, 2014. Fax submissions will be accepted for purposes of meeting this deadline. Fax to: (603) 271-1949.

**VENDOR QUALIFICATIONS:** Bidders must:

- To ensure print quality and facilitate routine on-press proofing, be able to print the full-color portions of this project on a press having 4 or more color units, in a manufacturing plant located within 60 miles' driving distance of Concord, New Hampshire.
- Be already an authorized vendor to the State of New Hampshire or have submitted an application to become an authorized vendor by the time of the bid submission deadline. Application may be made online at no charge. Visit: <https://admin.state.nh.us/purchasing/vendorregistration/welcome.aspx>.
- Be registered and in good standing with the NH Secretary of State, or be ready to become registered in good standing upon receipt of award notification. This is a different registration than the one mentioned above. There are costs associated with this registration process. Visit the Secretary of State website at <http://www.sos.nh.gov/corporate/index.html> or call (603) 271-3246 for information.
- Have experience in producing high-quality full color magazines and booklets.

**SCOPE OF CONTRACT:** This contract is for three years of bimonthly magazine issues, i.e., 6 issues per year x 3 years = 18 issues total over the life of the contract.

**QUANTITY & FORMAT:** Item 1 – Wildlife Journal Magazine: Please quote on quantity options of 6,000 and 6,500 copies per issue. No underrun or overrun on any issue.

Every issue will be an 8-1/2" x 11" saddlestitched booklet with 24 inside text pages, a 4 page cover, and a subscription card bound in across the spine. Printing will be in process color throughout the magazine with strong emphasis on excellent photographic reproduction.

The subscription cards will be 12" wide x 4" high and perforated down the centerline to make two 6" x 4" panels. One card will be bound into each copy of the magazine across the spine, between signatures, between staples, with the perforated centerline aligning to the spine.

All subscription cards for a contract year can be printed together, all cards the same, at the outset of the year. If the option to print 6,000 copies of the magazine is chosen, this will mean a single production run of 36,000 cards in each year of the contract; if the 6,500 option is chosen, it will mean 39,000 cards in each year. Bid amounts given for the magazine must include all subscription card production and binding into the magazine.

SPECIFICATIONS CONTINUE ON NEXT PAGE

## **Bid Specifications Page 2, Project #0145A-15 : NH Wildlife Journal / NH Fish & Game Dept.**

Item 2 – Optional 4-page Reprints: NH Fish & Game Dept. may choose to reprint small portions of selected issues of the magazine. Whenever this option is exercised, it will be a single sheet, size 17" x 11", printed 4/4 in process color and half-folded to 8-1/2" x 11". Please quote per-reprint prices on quantity options of 1,000 and 2,000 copies per reprint.

### **STOCK:**

#### Item 1 – Magazine:

Inside text: white #2 grade or better 80 lb. gloss text having 10% or more postconsumer waste content, such as Burgo "Chorus Art Gloss" text.

Cover: white 100 lb. Burgo "Chorus Art Gloss" text.

Subscription Card Insert:

**Option A:** White 65 lb. opaque cover having 30% or more postconsumer waste content, such as Wausau "Exact Opaque White".

**Option B:** White 63 lb. Silk (coated) cover stock.

Item 2 – Optional 4-page Reprints: white 80 lb. Burgo "Chorus Art Gloss" text.

**NOTE:** According to New Hampshire Statute, RSA Chapter 9-C: 9, I, effective September 9, 2008, "uncoated printing and writing paper purchased by or for state agencies shall contain not less than 30% recycled material and coated printing paper purchased by or for state agencies shall contain not less than 10% recycled material." In this context, "recycled material" shall be construed to mean "postconsumer waste material", as given in the definitions under RSA Chapter 9-C: 2, IV. If NH Bureau of Graphic Services determines that this standard can be met without special-making the paper, then any bid based on a lower level of recycled content may be disqualified.

### **DESIGN:**

All items: none by vendor.

### **PAGE MAKEUP:**

All layouts will be provided by NH Fish & Game Dept. on PC disc in Adobe InDesign CS5, together with all high-resolution scans, graphics, fonts and other resource files, plus color hard copy for reference. If conversion to another platform or layout program will be required, bid amount must include these conversions, and the conversions must be error-free.

Vendor must offer FTP upload capability, or pick up the project materials at NH Fish & Game Dept. headquarters in Concord, NH, or provide an account number on which layout files can be overnight- shipped at no expense to NH Fish & Game Dept.

### **FILM:**

If applicable, to be prepared as needed by printer.

All photos must be rendered with a minimum halftone screen ruling of 200 lines per inch.

### **PROOFS:**

Magazine: printer must provide highly accurate contract color proofs, fully assembled, stitched and trimmed to actual size. Send or deliver proofs to Attn: Pamela Riel, Public Affairs Division, NH Fish & Game Dept., 11 Hazen Drive, Concord, NH 03301. Phone (603) 271-1735.

**Please note:** the quality of print reproduction, especially in photos, is extremely important to NH Fish & Game Dept. The printer's proofing system must be calibrated so that all proofs will faithfully predict the colors, contrast and resolution that will be achieved on press.

Subscription Card Insert: Bluelines with color break indications or colorized digital hard copy proofs. Send or deliver to Pamela Riel as indicated above for the magazine proofs.

Optional Reprints: Since the reprints will all be identical to pages already proofed as live pages in the magazine layout, no additional proofs will be required for these reprints.

### **ON-PRESS PROOF:**

For the magazine only (not the subscription cards or the reprints), NH Fish & Game Dept. reserves the option to do on-press proofing. Press must be located within 60 miles' driving distance of Concord, NH; press must be able to print at least 4 colors in one pass; and press time must be scheduled to permit on-press proofing of each issue between the hours of 8:30 a.m. to 4:00 p.m. on a weekday. Please contact Pam Riel at NH Fish & Game Dept., (603) 271-1735, at least 48 hours in advance of press time to arrange for a Fish & Game representative to attend.

**SPECIFICATIONS CONTINUE ON NEXT PAGE**

## **Bid Specifications Page 3, Project#0145A-15: NH Wildlife Journal / NH Fish & Game Dept.**

### **PRINTING:**

Magazine Cover and Inside Text: 4/4 in process color throughout. **Excellent print quality is required** with 200 lines per inch minimum screen ruling. Soy inks are required. The outside cover will always have heavy ink coverage with full bleeds, reverses and tight traps. The inside pages will commonly have medium-heavy ink coverage with large color photos, tints, bleeds, reverses, tight traps and crossovers.

Subscription Card:

**Option A:** 2/2, black and 1 PMS color ink. Soy inks required. Medium-heavy ink coverage with bleeds. All the cards for a year of magazine issues can be printed the same all at once. Card design and PMS color may change between years.

**Option B:** 4/4, 4-color process ink. Soy inks required. Medium-heavy ink coverage with bleeds. All the cards for a year of magazine issues can be printed the same all at once. Card design may change between years.

Optional Reprints: 4/4: Process color at 200 lpi (minimum) on both sides with bleeds, solids and reverses.

**BINDING & FINISHING:** Magazine: Fold cover and inside text signatures, insert with subscription card; saddlestitch with two staples; and trim on 3 edges to 8-1/2" x 11".

Subscription Card Insert: Perforate on the centerline to create two 4" x 6" panels. Fold on the perforation and bind into the magazine between the cover and the first inside signature.

Optional Reprints: Trim to bleed at 17" x 11" and fold in half to 8-1/2" x 11".

### **PACKING:**

Magazines: Bulk pack in cartons of 150 magazines each. Mark quantities and contents (including which issue) clearly on the outside of each carton.

Subscription Card Inserts: Vendor to store pre-printed subscription cards on-site for binding into each issue. Pack best way to keep in good condition until used. Bid amount to include storage.

Reprints: Shrink-wrap in packages of 250. Pack in cartons weighing no more than 40 lbs. each. Mark contents (including which reprint) clearly on the outside of each carton.

### **DELIVERY:**

For each issue, deliver or ship approx. 5,700 magazine copies (quantity subject to change) FOB Destination to a mailing house TBD located in New Hampshire. Deliver or ship remaining magazines and all reprints to NH Fish & Game Dept., 11 Hazen Drive, Concord, NH 03301.

Bid amount to include delivery.

### **SAMPLES:**

Printer must send two finished samples of each magazine issue to Attn: Dan Ostroth, NH Bureau of Graphic Services, 12 Hills Ave., Concord, NH 03301.

### **SCHEDULE:**

For each issue, project delivery is requested in 12 working days after files are provided. Ability to meet this turnaround will be a qualifying factor in the award of the contract. Please quote working days from receipt of project materials to proof and from approved proof to delivery.

The first issue of this contract will be ready for printer approximately August 7, 2014; finished product should be delivered to mailing house by August 27, 2014.

### **INVOICING:**

Vendor may bill per issue upon delivery.

**DURATION OF CONTRACT:** This will be a 3-year contract, with funds for each year to be encumbered and added to the purchase order at the start of that State of NH fiscal year, which will be in the month of July. The first issue of the contract will be the Sept./Oct. 2014 issue. The last issue will be the July/August 2017 issue.

There is no contract renewal option. Upon completion of the contract period, a new contract must be established by competitive bid in order for magazine publication to continue.

**SPECIFICATIONS CONTINUE ON NEXT PAGE**

## **Bid Specifications Page 4, Project #0145A-15 : NH Wildlife Journal / NH Fish & Game Dept.**

**PRODUCT QUALITY REQUIREMENTS:** NH Fish & Game Dept. (NHFG) is very serious in its pursuit of graphic excellence with this magazine and will expect the contract awardee to adhere to a high standard of product quality.

- All image elements, especially the photos, must print clean and true to color, with accurate registration and high resolution.
- There must be no occurrence of blank pages.
- Magazines must be free of setoff, void hickies, doughnut hickies, scuffs, scratches, smears and other extraneous marks.
- Binding must be highly accurate, with very good crossover continuity, with all pages included in their proper order in every copy, and with staples in their correct location on the spine.
- Trims must be square to the spine edge and fall in the proper locations.

**EARLY CONTRACT TERMINATION:** In the event that more than just a few copies of any issue are found to have defects in quality and workmanship, including but not limited to those matters mentioned above under "Product Quality Requirements"; and/or if contractor performance is problematic in some other way, NHFG shall notify the contractor. If the problems thus communicated show up again in the next issue or other subsequent issues of NH Wildlife Journal, or are not satisfactorily remedied or addressed by the time of publication of the next issue, then NHFG shall have discretion to cancel and re-bid this contract.

**PRICE INCREASES FOR COST OF PAPER:** The contractor may levy price increases based on an increased cost to buy the paper needed to produce the magazine or any of its components. Such an increase may only be effected under the following conditions:

- A) It may be done twice only, once in August 2015 and once in August 2016.
- B) The contractor must give written notice of the dollar amount of the increase at least 30 days prior to publication of the NH Wildlife Journal magazine issue for which the increase will be effective.
- C) The dollar amount of the increase may not exceed the contractor's anticipated increased cost to buy the paper needed for production of the NH Wildlife Journal magazine and other items listed herein for the coming year (August to August), based on the then-prevailing cost of the required paper.
- D) No other cost increase to the contractor, such as for labor, energy, ink, plates or environmental service charges, may be factored into the claimed increase.
- E) The contractor must provide full documentary evidence to show that the claimed paper cost increase is real and that the amount of increase is accurate.

**MAKE BID ON NEXT PAGE**

Project #0145A-15: NH Wildlife Journal Magazine / NH Fish & Game Dept.

**VENDOR'S BID PROPOSAL**

**Vendor:** \_\_\_\_\_

**Contact:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**OWNERSHIP OF MATERIALS:** All price proposals shall be based upon subsequent State ownership of all master materials for the project, whether provided to or created by the vendor. These materials are to be returned to the client agency upon completion of project and prior to invoicing, unless arranged otherwise with that agency. In the case of storage by vendor, materials shall be returned to the agency at no charge whenever requested for purposes of reprinting elsewhere, or whenever they would otherwise be discarded under an archive cleanout. For these purposes, "master materials" shall include manuscripts, mockups, mechanicals, photos, art, disks, vendor-revised digital files, negatives, flats, foil stamping dies, engraving dies, embossing dies, custom cutting dies and any other reusable image carrier custom-made for this project; they shall not include litho printing plates or commonly used standard cutting dies.

**Proposed Pricing:** (Prices must be in U.S. dollars, less federal excise tax, and must include delivery.)

**Item 1 OPTION A Magazine w/bound-in subscription cards** (Subscription Cards: White 65 lb. opaque cover having 30% or more postconsumer waste content, such as Wausau "Exact Opaque White").

	<u>PRICE PER ISSUE</u>	<u>x 6 ISSUES</u> = <u>PRICE PER YEAR</u>	<u>x 3 YEARS</u> = <u>CONTRACT TOTAL</u>
	w/ 80 lb. inside text	w/ 80 lb. inside text	w/ 80 lb. inside text
6,000 copies per issue			
6,500 copies per issue			

**Item 1 OPTION B Magazine w/bound-in subscription cards** (Subscription Cards: White 63 lb. Silk (coated) cover stock.)

	<u>PRICE PER ISSUE</u>	<u>x 6 ISSUES</u> = <u>PRICE PER YEAR</u>	<u>x 3 YEARS</u> = <u>CONTRACT TOTAL</u>
	w/ 80 lb. inside text	w/ 80 lb. inside text	w/ 80 lb. inside text
6,000 copies per issue			
6,500 copies per issue			

**Item 2 Optional 4-Page Reprints:**

Price per reprint @ 1,000 copies: \_\_\_\_\_ @ 2,000 copies: \_\_\_\_\_

**Proposed Turnaround:** Magazine working days to proof: \_\_\_\_\_ Approved proof to delivery: \_\_\_\_\_

**Vendor's Bid Proposal Page 2**

**Project #0145A-15 :NH Wildlife Journal / NH Fish & Game Dept.**

**Proposed Stock:** (Please include postconsumer waste content of stock)

Magazines & Reprints: \_\_\_\_\_

Subscription Card Insert: \_\_\_\_\_

**Additional Vendor Comments:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**BID RESULTS WILL BE POSTED AT OUR WEBSITE AFTER A PURCHASE ORDER HAS BEEN ISSUED.**