



STATE OF NEW HAMPSHIRE

BUREAU OF GRAPHIC SERVICES

PRINTING PROJECT REQUEST FOR BID

BID NUMBER: 0253-17

BID TITLE: NH Tobacco Tax Stamps

CLIENT AGENCY: NH Dept. of Revenue Administration

SUBMISSION DEADLINE: 11:00 a.m. EDT Monday, September 19, 2016

BID OPENING LOCATION: NH Bureau of Purchase & Property
25 Capitol St.
Concord, NH

E-MAIL BIDS TO: PRCHWEB@nh.gov

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State of New Hampshire
Division of Procurement and Support Services
Bureau of Graphic Services
12 Hills Avenue
Concord, NH 03301-6398

Date: 09/13/16
Bid No.: 0253-17
Date of Bid Opening: 09/19/16
Time of Bid Opening: 11:00 a.m. (EDT)

E-MAIL BIDS TO: PRCHWEB@nh.gov

BID INVITATION FOR: NEW HAMPSHIRE TOBACCO TAX STAMPS

[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 #0253-17 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 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.

This document must be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

NOTARIZATION

COUNTY: _____ STATE: _____ ZIP: _____

On the _____ day of _____, 2016, 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 Procurement and Support Services, 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.

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) business days prior to the bid opening, unless otherwise specified in the RFB timeline. 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 Procurement and Support Services, 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 Purchase and Property 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 Purchase and Property 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 Procurement and Support Services, 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 Vendor, 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.

**BID INVITATION #0253-17 FOR:
NH TOBACCO TAX STAMPS - SUPPLY**

PURPOSE:

The purpose of this bid invitation is to establish a contract(s) in the form of a purchase order(s) for supplying the State of New Hampshire with NH Tobacco Tax Stamps as indicated in the "Offer" section of this bid document, in accordance with the requirements of this bid invitation and any resulting order. This will be a one-time order with delivery required to the location(s) indicated in the F.O.B. section of this bid invitation.

INSTRUCTIONS TO VENDOR:

1. **Read the entire bid invitation prior to filling it out.**
2. Fill out, sign and have notarized the Vendor's attestation/ submission form found on page 2.
3. Complete the "Vendor's Bid Offer" section on pages 12 – 14.
4. E-mail your bid to PRCHWEB@nh.gov . In the subject line, put "Bid Submission 0253-17 Tobacco Tax Stamps."

BID SUBMITTAL:

All bids must be submitted on this form or an exact copy, must be typed or clearly printed in ink and must be received on or before the date and time specified on page 1 of this bid under "Submission Deadline".

TIMELINE:

The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, consider the dates below a "no later than" date.

9/13/2016	Bid Solicitation distributed on or by
9/15/2016	Last day for questions, clarifications, and/or requested changes to bid
9/19/2016	11:00 a.m. (EDT) Bid Opening
9/20/2016	Estimated Notification(s) of Award to apparent low bidder/s

GOVERNING TERMS AND CONDITIONS:

A responding bid that has been completed and signed by your representative will constitute your company's acceptance of all State of New Hampshire terms and conditions and will legally obligate your company to these terms and conditions.

A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will select, evaluate, or award the RFB.

Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

REQUEST FOR CHANGES AND/OR CLARIFICATION:

Any questions about this bid invitation must be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid. Submissions must clearly identify the bid number, the Vendor's name and address and the name of the person submitting the question. Any questions, clarifications, and/or requested changes must be received in writing at the Bureau of Graphic Services no later than 4:00 PM Thursday, September 15, 2016, as listed in the timeline above. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative at NH Bureau of Graphic Services. Bidders who submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.

Submit questions by E-mail to Daniel.Ostroth@nh.gov or Donald.Labrie@nh.gov .

ADDENDA:

In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Graphic Services will post one or more addenda on our web site. Before your submission and periodically prior to the RFB closing, **check the site for any addenda** or other materials that may have been issued affecting the bid. The web site address is <https://das.nh.gov/Purchasing/vendorresources.asp>.

VENDOR CERTIFICATIONS:

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Prior to bid award, Vendors must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee: <https://DAS.NH.Gov/Purchasing>)
- **CONFIDENTIALITY & CRIMINAL RECORD:** Where applicable and required by the using agency, the contracted Vendor shall return a completed Confidentiality Form and Criminal Record Authorization Form for each of its employees or its approved sub-contractor(s), if any, who are working in the office or externally with State of New Hampshire records.

BID PRICES:

Bid prices must be in US dollars and must include delivery and all other costs required by this bid invitation. Special charges, surcharges, or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges **must be built into your bid price** at the time of the bid.

Per Administrative Rule 606.01(e) "if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the vendor".

PAYMENT:

Payments shall be made via ACH. Use the following link to enroll with the State Treasury: <https://www.nh.gov/treasury>

PRODUCT SAMPLES:

Any product samples provided with the bid must accurately represent the quality and style being offered in this bid. Any samples must be provided at no charge to the State of NH and will not be returned.

AWARD:

The award shall be made to the responsible Vendor meeting the criteria established in this RFB and providing the lowest total cost for basic stamps plus certain added security features as set forth in the specifications. The State reserves the right to reject any or all bids or any part thereof and add/delete locations to the contract price. If an award is made it shall be in the form of a State of New Hampshire Purchase Order.

BID RESULTS:

Bid results may be viewed when available, once the award has been made, on our web site only at: <https://das.nh.gov/purchasing>.

For Vendors wishing to attend the bid Opening: the bid opening will be held in the conference room of the NH Bureau of Purchase & Property, State House Annex, 25 Capitol St., Concord, NH. **Names of the Vendors submitting responses and their base pricing will be made public.** Prices of security features will not be disclosed.

TERMINATION:

The State of New Hampshire shall have the right to terminate the purchase contract at any time by giving the successful Vendor a thirty (30) day written notice.

F.O.B.:

The products purchased through this bid are to be delivered or shipped FOB destination, freight prepaid, to the following delivery point:

NH Dept. of Revenue Administration
109 Pleasant St.
Concord NH 03301

Bid amounts must include delivery.

RETURNED GOODS:

The successful Vendor must resolve all order and invoice discrepancies within five business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. must be picked up by the successful Vendor within ten business days of notification with no restocking or freight charges, and must be replaced with specified products or the agency will be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed.

SPECIFICATION COMPLIANCE:

Vendor's offer must meet or exceed the required specifications as written. The State of New Hampshire shall be the sole determining factor of what meets or exceeds the required specifications. Specifications follow in the next section of this document.

PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:

Generally, the full contents of any bid or proposal (including all materials submitted in connection with it, such as attachments, exhibits and addenda) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning bids or proposals, including but not limited to pricing or scoring, is generally available to the public even before this time, in accordance with the provisions of RSA 21-G: 37.

To the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, RSA Chapter 91-A (the "Right-to-Know" Law), the State will, after final negotiations with the selected vendor are complete, attempt to maintain the confidentiality of portions of a bid or proposal that are clearly and properly marked by a Vendor as confidential. Any and all information contained in or connected to a bid or proposal that a Vendor considers confidential must be clearly designated in the following manner:

1. If the Vendor considers a portion of a page of a submission confidential, it shall highlight those portions of the page in yellow and note "confidential" beside the highlighting. Use of any other term, such as "proprietary", "not for public use", or "for client's use only", is not acceptable.
2. If a Vendor considers one or more full pages of a submission confidential, it may either highlight and mark those pages as noted above or, in the alternative, place those pages in a separate envelope marked "confidential," clearly noting to which section or part of the bid or proposal the segregated materials pertain.

You must also provide a letter to the person listed as the point of contact for this RFB or RFP, identifying the specific page number and section of the information you consider to be confidential information and provide your rationale for each designation.

The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not marked in accordance with the foregoing provisions. It is specifically understood and agreed that the Vendor waives any claim of confidentiality as to any portion of a response to this RFB or RFP that is not marked as indicated above, and that unmarked (or improperly marked) submissions may be disseminated to any person, without limitation. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know will neither be accepted nor honored by the State. Bids or proposals submitted with markings not in conformity with the foregoing provisions of this request for submission, or submitted without an explanation of the Vendor's rationale for a confidentiality designation, may be deemed not to comply with the requirements of the bid or proposal (subject to correction and cure).

Notwithstanding any provision of this request for submission to the contrary, proposed pricing will be subject to public disclosure REGARDLESS of whether or not marked as confidential.

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal and if disclosure is not prohibited under RSA 21-G:37 or any other applicable law or regulation, Vendors acknowledge and agree that the State may disclose any and all portions of the proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State will assess what information it believes is subject to release; notify the Vendor that the request has been made; indicate what, if any, portions of the proposal or related material will not be released; and notify the Vendor of the date it plans to release the materials. The State is not obligated to comply with a Vendor's designation regarding confidentiality.

By submitting a bid or proposal, the Vendor agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the Vendor.

Notwithstanding RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff concerning specific responses to this bid invitation from the time this bid is published until the closing date for responses.

From the closing date of the bid until the award is made is considered "quiet time." Bidders may not discuss their bid or anything specifically pertaining to the bid with any State entity (other than personnel from the Bureau of Purchase and Property) including the requesting/customer agency(ies). If found in violation of this part, the bidder shall be found non-compliant and will no longer be allowed to proceed in the award process.



NEW HAMPSHIRE BUREAU OF GRAPHIC SERVICES

REQUEST FOR BID FOR NH STATE PRINTING PROJECT #0253-17

Project Specifications

PROJECT: NH Tobacco Tax Stamps

CLIENT AGENCY: NH Dept. of Revenue Administration (NHRA)

BID SUBMISSION DEADLINE: 11:00 a.m. EDT Monday, September 19, 2016.

VENDOR QUALIFICATIONS: NH Dept. of Revenue Administration reserves the right to disqualify any bidder who does not meet these qualifications:

1. Bidder must be able to manufacture these stamps entirely within their own secure facilities. This project may not be brokered and no part of it may be subcontracted. In bidding, vendor warrants that it is fully capable and qualified to perform all aspects of this contract in-house and that it will do so with the utmost care, safety and security to the State of New Hampshire as outlined herein.
2. Bidder must have prior experience in the manufacture of this kind of stamp and be able to document such experience with samples and references upon request.
3. Prior to receiving a contract award, bidder must have completed a vendor registration application to become an authorized vendor to the State of New Hampshire. Apply at: <https://das.nh.gov/purchasing/vendorresources.asp>.

QUANTITY: 117,000,000 New Hampshire "Series B" Cigarette Tax Stamps provided in rolls of 30,000 for a total of 3,900 rolls. These rolls shall in turn be packed in cases of 25 rolls each for an order total of 156 cases. Overrun not to exceed 2%.

FORMAT: These stamps shall be thermal transfer images deposited on rolls of security carrier paper. The visible stamp image shall be approximately 1/2" x 1/2" in size and shall repeat on the roll at stepped intervals of 3/4" both horizontally and vertically.

The carrier rolls shall be 12" wide and have 5/8"-wide pinfeed strips on the side edges. Within these strips, pinfeed holes of 3/16" diameter shall be spaced 1/2" on center. All standard stamp application machinery must be able to run the rolls and apply the thermal transfer images to tobacco products.

Rolls shall be approximately 125' long, with 15 columns of stamps across the width x 2000 rows of stamps down the length, for a total of 30,000 stamps per roll.

Each stamp shall be serially numbered with two 5-digit serial numbers: one to identify the roll the stamp comes from and the other to uniquely identify the stamp among other stamps on the roll.

STOCK: These stamps shall be formed as thermal transfer images on special safety-tinted, mill-controlled carrier roll paper furnished by the contractor. The carrier paper shall be prepared with an overall repeating phantom security image that undergoes thermal transfer along with the stamp image. This image must blend so well with the colored background of the carrier paper that it cannot be successfully captured by scan or photograph. It must underlie the entirety of each stamp image and even extend beyond it, into the areas between stamps.

SPECIFICATIONS CONTINUE ON NEXT PAGE

STAMP DESIGN & COMPOSITION: The visual appearance of the stamp shall be the same as other Series B tobacco tax stamps printed in recent years for the State of New Hampshire. Vendor may be able to print from archived files. If any re-composing is needed, it shall be done by vendor to replicate the look of existing tobacco tax stamps as shown (enlarged) below, while incorporating the security features elected for this run (see below under "FRAUD PROTECTION"). Each stamp is to be of irregular shape and outline. The lighter green band in the middle must fit two serial numbers as shown.



FRAUD PROTECTION: Apart from the phantom background image described above, these stamps must contain other overt and covert security features to discourage fraudulent reproduction and facilitate detection of counterfeit stamps.

Bidders are requested to submit their base price for stamps with the phantom security image as described in the "STOCK" specification. Separately, they are requested to provide a list of security feature options and their add-on price factors. The State's choices of security features will be kept confidential; therefore all details about the add-on security features and pricing will be held in strict confidence and not disclosed at any time.

The contract awardee will be required to provide full explanatory details of all security features and fraud detection methods planned for the stamps to a designated official at NH Dept. of Revenue Administration. This information shall be kept strictly confidential and will not be revealed in any bid summaries or FOIA requests.

FILM: Any film negatives or positives required in the production of these stamps shall be created by the vendor if/as needed. In the event of an archive cleanout or facility closure, any such films may not be sold or shared in any way and must be irrecoverably destroyed.

PROOFS: Proofs are required for any new or re-created imaging; however proofing shall be waived if already-proven image resources are being re-used. Send or deliver any required proofs to Attn: Shelley Gelarneau, NH Dept. of Revenue Administration, 109 Pleasant St., Concord, NH 03301. Phone: (603) 230-5016. E-mail: Shelley.Gelarneau@DRA.NH.GOV.

PRINTING: Bids based on any one or more printing methods will be accepted, provided the method(s) perform all required functions effectively, resulting in a satisfactory product.

Printing shall consist of:

1. The phantom security image applied overall to the carrier paper;
2. Stamp printing and numbering in correct color order with reverse imaging so that the applied stamps appear as black numbering and static print, right-reading, on top of green, with opaque white background.
3. Any other images, coatings or applications that the contractor may employ to increase the utility or security of the product.

Stamps must retain graphic clarity and quality after application.

The stamps must adhere well and resist rubbing or flaking off under conditions of moderate abrasion, both when they are on the carrier paper and after they have been applied.

The stamps must remain viable on the roll for a minimum of 2 years' storage in a climate-controlled environment.

NUMBERING: Serial numbering is required as follows:

- Two 5-digit serial numbers are required on each stamp, to be printed in black. One number will uniquely identify the roll from which the stamp comes among all other rolls; the other number will uniquely distinguish the stamp among all other stamps on the same roll, using a number between 00001 and 30000.
- The roll number shall also appear at regular intervals on the face edge of each roll.

SPECIFICATIONS CONTINUE ON NEXT PAGE

NUMBERING (cont'd):

- The starting roll serial number will be provided by NH Dept. of Revenue Administration upon award of order.
- Print leading zeroes where applicable.
- After application to cigarette products, both numbers on every stamp must be complete, visible in their entirety, and easy to read.

RUNNABILITY:

These stamps must work on all standard tobacco stamp application machinery. The thermal transfer properties of the stamps shall make them suitable for both machine and hand-iron application to typical cigarette packaging materials such as cellophane and printed paperboard. New Hampshire administrative rule requires that at least 75% of the stamp must be visible on the package after transfer. The stamp manufacturer shall provide technical assistance to the wholesalers for any application issues, as needed.

PACKING:

Secure each roll with an adhesive closure. Pack each roll in an individual box of appropriate size and place a 2-D barcoded label on the end of each box to facilitate inventory control. Pack the individual boxes into larger uniform cases of 25 boxes (rolls) per case. Mark contents clearly on the outside of each case, including quantity, kind, denomination and the range of roll serial numbers contained in the case. Palletize and wrap each pallet in stretch-wrap.

The barcoding system for labeling, if not already tested and approved by NH Dept. of Revenue Administration, must be sent to that agency for testing prior to the application of barcode labels to cases of finished product. If the 2D barcode language will be different than the one that has been used previously, vendor must provide barcode reading files as well as the samples.

DELIVERY:

All stamps are to be delivered by a bonded carrier, prepaid with the shipment insured at replacement value. Deliver FOB Destination to:

NH Dept. of Revenue Administration
109 Pleasant St.
Concord, NH 03301

A loading dock is available at this location for receiving palletized deliveries, however the carrier will have to supply a pallet jack. Please notify NHDRA a minimum of five business days before delivery. Contact Shelley Gelarneau at (603) 230-5016.

Bid amount must include delivery.

SCHEDULE:

Delivery of entire order to NH Dept. of Revenue Administration requested by September 28, 2016.

Ability to closely meet this delivery schedule may be a qualifying factor in the award of the project unless it cannot be met by any bidder. Please quote turnaround as indicated on the "Vendor's Bid Offer" page.

INVOICING AND PAYMENT: NHDRA will remit payment within thirty (30) days after receipt of shipment and invoice.

SECURITY OF MATERIALS: All first quality product, unprinted stock, spoiled stock, and seconds are to be strictly accounted for and kept under high security. Secure irrevocable destruction of partial rolls, spoilage or stamp stock is to be documented and an affidavit of such destruction to be provided to the NH Dept. of Revenue Administration, Attn: Shelley Gelarneau. NH DRA reserves the right to send an authorized agent to observe all security measures and procedures including destruction of spoilage.

TEST ROLL:

In the event that a new supplier wins this bid, NH DRA will want to test a roll or a portion of a roll of the proposed material for its viability in currently deployed thermal application equipment prior to delivery of the finished product. This test roll would not have to be printed with our stamp, but it would have to conform to the layout of the NH Series B stamp in terms of the size of the roll and the size & placement of stamps on the roll. Please indicate with your bid if a sample roll can be supplied for testing.

SPECIFICATIONS CONTINUE ON NEXT PAGE

PROJECT #0253-17: NH TOBACCO TAX STAMPS / NH DEPT. OF REVENUE

INSPECTION AND QUALITY CONTROL: Vendor must implement a rigorous quality assurance program to prevent delivery of defective or non-conforming stamps to NH Dept. of Revenue Administration.

NH DRA reserves the right to reject any stamps that fail to transfer properly, or that do not perform as required or that are not satisfactory in any other respect, whether the defect is apparent right away or is latent and discovered later. In the event that any stamps are found to be defective, vendor agrees to pay the return transportation costs on the rejected stamps and to replace all unsatisfactory stamps at no expense to NH Dept. of Revenue Administration.

Vendor further agrees that authorized representatives of the NH Dept. of Revenue Administration shall have the right of access to inspect their relevant manufacturing and/or storage facilities at any time, as needed to confirm adherence to these specifications.

RESTRICTIONS ON BIDDER: Vendor agrees that no representative of its company shall call on any licensed tobacco distributor within the State of New Hampshire for the purpose of discussing tobacco tax stamps without first receiving permission from the NH Dept. of Revenue Administration and then only under such conditions or regulations as Dept. of Revenue Administration may prescribe.

CANCELLATION OF CONTRACT: The State of NH reserves the right to cancel the contract if, in its opinion, the stamps received are not made in accordance with these specifications and the supplier fails to effectively cure the indicated defect(s) within an appropriate timeframe.

MAKE BID OFFER ON NEXT PAGE

REQUEST FOR BID

Project #0253-17: NH Tobacco Tax Stamps / NH Dept. of Revenue

Administration

VENDOR'S BID OFFER

Vendor: _____

Contact: _____ Phone: _____

Award Determination – Award will be based on the lowest grand total of base price plus the add-on cost of all security features found to be common to all bidders. Note that the actual order placed with the awardee may be based on a selection of security features that is different from those used to make the award determination.

Proposed Pricing: Overrun not to exceed 2%. Price to include delivery as specified.

On an order of 117,000,000 stamps (3,900 rolls of 30,000, packed in 156 cases of 25 rolls per case):

Base Price of stamps with phantom background image:

Price per M stamps: _____ x 117,000 = _____ Total

Add-on Security Features:

Please use the form on the next page to list and briefly describe each optional security feature on offer and its pricing. Express price as a dollar amount per thousand that would be added to the base price to include that security feature in the stamp production, based on our run of 117 million. The security feature information and pricing entered on this form will be treated as highly confidential and not subject to disclosure.

Proposed Turnaround: Working days ARO to proof: _____ Working days from approved proof to delivery: _____

Able to deliver by September 28, 2016? If not, when? _____

New Suppliers:

Able to provide a sample roll for testing purposes if requested? _____

Please supply with your bid samples and references from similar work done for other customers.

Additional Vendor Comments: _____

VENDOR'S BID RESPONSE: PROJECT 0253-17 NH TOBACCO TAX STAMPS

Note to bidders: The information you provide on this page and the next will be kept strictly confidential.

A LA CARTE SECURITY FEATURES FOR TOBACCO TAX STAMPS

<u>ITEM #</u>	<u>SECURITY FEATURE NAME*</u>	<u>PRICE OF FEATURE EXPRESSED AS COST PER M ADDED TO BASE PRICE PER M</u>	<u>TOTAL SURCHARGE FOR FEATURE ON AN ORDER OF 117 MILLION STAMPS</u>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

* In the space below and on the next page, please give a brief one- or two-sentence description of each of the security features listed above. Add extra pages if needed.
