



STATE OF NEW HAMPSHIRE

BUREAU OF GRAPHIC SERVICES

**PRINTING PROJECT REQUEST FOR BID**

**BID NUMBER:** 0361-16

**BID TITLE:** Holiday Cards

**CLIENT:** NH Lottery

**SUBMISSION DEADLINE:** 11:00 a.m. EDT Wednesday, September 30, 2015

**SUBMIT BIDS BY E-MAIL TO:** [Printing.Bids@nh.gov](mailto:Printing.Bids@nh.gov)

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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://sos.nh.gov/corp\\_div.aspx](http://sos.nh.gov/corp_div.aspx) 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. **NO PREFERENCES** –The State of New Hampshire generally does not grant preferential treatment to in-state, women-owned, minority-owned or veteran-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 delivered price. The only exception to this principle is in the case of a tied bid.
3. **TIED BIDS** – If one of the tied bidders is a New Hampshire business and the other(s) are from another state, then the tie will be automatically decided in favor of the in-State bidder. If the tie is between two or more New Hampshire businesses, or between two or more out-of-state bidders, then the tie will be decided by a coin toss or other random drawing process. Affected parties will have an opportunity to appear in person to witness the drawing if they wish.
4. **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.

5. **APPROVED BID TRANSMISSION METHODS** – E-mail is now the preferred method of bid submission. Send bids to [Printing.Bids@nh.gov](mailto:Printing.Bids@nh.gov). If necessary, bids may also be faxed, hand-delivered, or sent by US mail, UPS, FedEx or other common carrier. A hard copy bid is only required of the winning bidder, upon notification, so that we have “live” signatures and notarization on the bid transmittal letter.
6. **LATE BIDS** – All bids that arrive late will be disqualified. 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.

7. **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 revealed. NH State Law prohibits disclosure of bid amounts before an award is made.
8. **TENTATIVE BID AWARD DETERMINATION** – Upon opening and reviewing all bids, we will identify the lowest qualified bidder. If there are any questions that need to be resolved in order to make this determination, we may contact one or more of the bidders to request a clarification of their offer(s). In any such contacts, we are prohibited by state law from divulging any information about any bidder’s standing in the bidding.
9. **CONTRACT AWARD** – Upon completing the review of all bids and making the low bid determination, 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 all the bidders and their offers. These will be listed in order from lowest to highest with the first being the winner. 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: September 23, 2015

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

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

**Project Title: Holiday Cards**  
**Bid Number: 0361-16**  
**Bid Submission Deadline: 11:00 a.m. EDT Wednesday, September 30, 2015**

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 #0361-16** for **Holiday Cards** 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 \_\_\_\_\_, 2015, 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.** The 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 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 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 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 #0361-16

Project Specifications

**PROJECT TITLE:** Holiday Cards

**CLIENT AGENCY:** NH Lottery

**BID SUBMISSION DEADLINE:** 11:00 a.m. EDT Wednesday, September 30, 2015.

**QUANTITY & FORMAT:** 31,250 each of two different card versions, for a total of 62,500 cards. Each card version will consist of a single flat sheet of 11" x 8-1/2" size, printed both sides in process color plus overall gloss aqueous coating, and creased and folded in half to 5-1/2" x 8-1/2".

**STOCK:** White 80 lb. #1 grade or better gloss cover having postconsumer waste content of 10% or more, such as Creator Gloss Cover.

**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:** None by vendor.

**PAGE MAKEUP:** Provided by client in Adobe Creative Cloud. The images below are examples of the type of image required; however the actual, final cards will probably not be exactly as shown here.



**PROOFS:** Printer to provide contract-quality hard copy color proofs. Send to Attn: Maura McCann, NH Lottery, 14 Integra Drive, Concord, NH 03301. Phone 603-271-7111.

**PRINTING:** Both cards: 4/4 in full bleed process color with overall gloss aqueous coating both sides.  
Both cards may be produced at the same time for economy.

**BINDING & FINISHING:** Both cards: trim to bleed at 11" x 8-1/2" size; crease and fold in half to 5-1/2" x 8-1/2". Outside spine must not show any fiber cracking.

SPECIFICATIONS PAGE 2, PROJECT #0361-16: HOLIDAY CARDS / NH LOTTERY

**PACKING:** Shrink wrap in packages of 50. Pack the two versions in separate cartons weighing no more than 40 lbs. each. Mark quantity, contents and card version clearly on the outside of each carton.

**DELIVERY:** Deliver or ship FOB Destination to: Attn: Jeanne Youmatz, NH Lottery, 14 Integra Drive, Concord, NH 03301.

Bid amount must include delivery.

**SAMPLES:** Upon completion of project, send 2 finished samples of each card version to Attn: Dan Ostroth, NH Bureau of Graphic Services, 12 Hills Ave., Concord, NH 03301.

**SCHEDULE:** Files ready upon award of project. Delivery of finished product required by October 30, 2015. Ability to meet this date will be a qualifying factor in the award of the project. Please quote turnaround as indicated on the "Vendor's Bid Offer" page.

MAKE BID ON NEXT PAGE

REQUEST FOR BID

Project #0361-16: Holiday Cards / NH Lottery

VENDOR'S BID OFFER

**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:** Both card versions may be produced together at the same time for economy.  
Prices must be in U.S. dollars, less federal excise tax, and must include delivery.

On 31,250 each of 2 card versions (62.5 M total):

Price per M: \_\_\_\_\_ x 62.5 = \_\_\_\_\_ Total

**Proposed Turnaround:** Working days ARO to proof: \_\_\_\_\_ Working days from approved proof to delivery: \_\_\_\_\_

Able to meet October 30, 2015 delivery? \_\_\_\_\_

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

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

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