STATE OF NEW HAMPSHIRE

BUREAU OF GRAPHIC SERVICES

PRINTING PROJECT REQUEST FOR BID

BID NUMBER: **0559-17**

BID TITLE: **NH Lottery Calendar**

CLIENT: **NH Lottery Commission**

SUBMISSION DEADLINE: **11:00 a.m. EST Thursday, November 10, 2016**

E-MAIL BIDS TO: **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.

The following requirements also apply to bids and/or bidders:

1) **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Vendors must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property prior to receiving a contract award. See the following website for information on obtaining and filing the required forms (no fee): https://das.nh.gov/purchasing/vendorresources.asp. Contact us at (603) 271-3205 or write to Jill.Foster@nh.gov if you need assistance.

2) **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.

3) **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.

4) **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.

5) **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.

6) **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** – Bids are kept confidential until the submission deadline. The lowest qualified bid 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** –State of New Hampshire procurement policies generally do not allow any vendor to receive preferential treatment for any reason. Bid awards are simply made on the basis of lowest delivered price from a qualified bidder. That means that in-state businesses, women-owned businesses, minority-owned businesses, veteran-owned businesses, and businesses that have a favorable past performance record are on equal footing with all other competitors. The only exception to this principle is in the case of a tied bid, as described below.

3) **TIED BIDS** – In the case of an exact tie, 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.

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 State's contract awardee is brokering or subcontracting, that vendor shall be solely and entirely responsible to the State to meet all terms and conditions, specifications, deadlines and reasonable product quality expectations for the contract, the same as if they were producing the entire job themselves. The contract awardee shall also handle all communication, coordination, transportation, accountability and financial arrangements with its 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. If necessary, bids may also be faxed, hand-delivered, or sent by 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 on which the award is based.

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 and hear the prices offered.

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).

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** – 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

    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

DURING THE OPEN BIDDING PERIOD – Notwithstanding the State of NH's Right to Know Law, 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 BID CLOSING TO AWARD – The time 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 Graphic Services. If found in violation of this part, the bidder shall be deemed non-compliant and will no longer be allowed to proceed in the award process.

AFTER AWARD -- 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, 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. However, 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 completion of final negotiations with the selected vendor, attempt to maintain the confidentiality of portions of a bid or proposal that are clearly and properly marked by a Vendor as confidential.

Confidentiality Marking – 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 to be 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. Marking an entire bid, proposal, attachment or full sections thereof as confidential without taking into consideration the public's right to know will neither be accepted nor honored by the State.
3. Bids containing content marked as confidential must also include a letter to the person listed as the point of contact for the RFB. This letter must identify the specific page number(s) and section(s) of the information to be deemed as confidential and provide the 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 instructions.

Unmarked or Improperly Marked Submissions – It is specifically understood and agreed that the Vendor waives any claim of confidentiality over any portion of a bid or proposal that is not marked as indicated above, and that unmarked or improperly marked submissions may be disseminated to any person without limitation. Also, bids or proposals submitted with markings not in conformity with the foregoing provisions, 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 (but subject to correction and cure).

Disclosure of Price Information – Notwithstanding any RFB or RFP provision to the contrary, Vendors' price proposals are subject to public disclosure regardless of whether or not they have been marked as confidential.

Handling of Disclosure Requests – If a request is made to the State by any person or entity to view or receive copies of any portion of a bid, proposal or other related materials that have not been marked as confidential, and if disclosure is not prohibited under RSA 21-G:37 or any other applicable law or regulation, then Vendors acknowledge and agree that the State may disclose such materials.

If the State receives a request to disclose information in a bid containing portions marked as confidential, the State is not obligated to comply with the Bidder's designations regarding confidentiality. The State will assess what information it believes is subject to release. It will then notify the Bidder that the disclosure request has been made; will indicate which, if any, portions of the proposal or related material will not be released; and it will tell the Bidder the planned date of release to the requestor. The State may release the information it considers subject to release on the date specified in the notification without any liability to the Bidder unless the Bidder obtains and provides to the State a court order enjoining the release of the requested information. Such court order would be at the Bidder's own sole expense, must be valid and enforceable in the State of New Hampshire, and must be received by the State prior to the specified release date.

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: _____

Company Name: _____
Address:
_____
_____

To: Point of Contact: Daniel J. Ostroth
Telephone: (603) 271-3205
Fax: (603) 271-1949
RE: Bid Submission
Project Title: NH Lottery Calendars
Bid Number: 0559-17
Bid Submission Deadline: 11:00 a.m. EST Thursday, November 10, 2016

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 #0559-17** for **NH Lottery Calendars** at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agrees 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 offer 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** _____**, 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)**

Form P37-A

Unless specifically amended or deleted by the NH 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.

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 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 #0559-17

Project Specifications

PROJECT: NH Lottery Calendar for 2017

AGENCY: NH Lottery Commission

BID SUBMISSION DEADLINE: 11:00 a.m. EST Thursday, November 10, 2016.

QUANTITY & FORMAT: 2,500 photo wall calendars. Underrun or overrun not to exceed 5%.

This is an 11" x 8-1/2" saddlestitched booklet with 28 pages, self-cover (seven 11" x 17" four-page sections). Binding will be on the 11" edge. The booklet will hang open on a wall from a single nail or pushpin in the common manner of wall calendars. Printing will be in process color with full bleeds throughout.

STOCK: White 100 lb. #1 grade or better dull or silk cover having at least 92% brightness and 10% or more postconsumer waste content, such as "Creator Silk" cover.

NOTE: According to New Hampshire 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's ad agency in Adobe Creative Cloud.

PROOFS: Printer must provide a contract-quality color proof, assembled, stitched & trimmed. Send or deliver proof to Attn: Maura McCann, NH Lottery Commission, 14 Integra Drive, Concord, NH 03301. Phone (603) 271-7111.

PRINTING: 4/4 in process color throughout. High quality print reproduction with a halftone screen ruling of 175 lines per inch or finer is required. Heavy ink coverage. Full bleeds on every page. No overprint coating, as the date blocks must be able to accept handwriting.

Each month in this calendar is a two-page reader's spread. The crossovers are mostly soft with no sharply defined lines. See images on pages 12 and 13.

BINDING & FINISHING: Note that nearly all of the readers' spreads have a crossover. Some precision in folding and binding will be important. Crease before folding to prevent fiber cracking on the folds and ensure good continuity in the crossovers.

Fold, gather, saddlestitch with two staples on the 11" edge, and trim to bleed on 3 edges to a finish size of 11" x 8-1/2". Drill one 1/8" diameter hole through the entire booklet at the exact center of the open edge so it can hang squarely from there on a nail or pushpin. Distance from edge of hole to edge of booklet should be approximately 3/16" – ¼".

SPECIFICATIONS CONTINUE ON NEXT PAGE

PACKING: Bulk pack in cartons weighing no more than 40 lbs. each. Mark contents clearly on the outside of each carton.

DELIVERY: Deliver or ship FOB Destination to: Attn: Maura McCann, NH Lottery Commission, 14 Integra Drive, Concord, NH 03301.

Bid amount must include delivery.

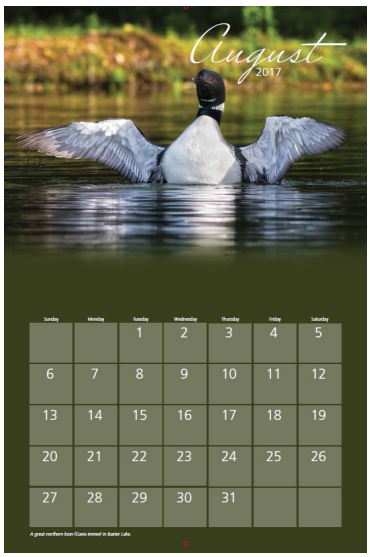
SAMPLES: Upon completion of project, send 3 finished samples to Dan Ostroth, NH Bureau of Graphic Services, 12 Hills Ave., Concord, NH 03301.

SCHEDULE: Files ready upon award of project. Delivery of finished product required by December 9, 2016. Ability to meet this date will be a qualifying factor in the award of this project. Please quote turnaround as indicated on the "Vendor's Bid Response" page.

SEE READER'S SPREADS ON PAGES 12 & 13;

MAKE BID ON PAGE 14

READER'S SPREADS

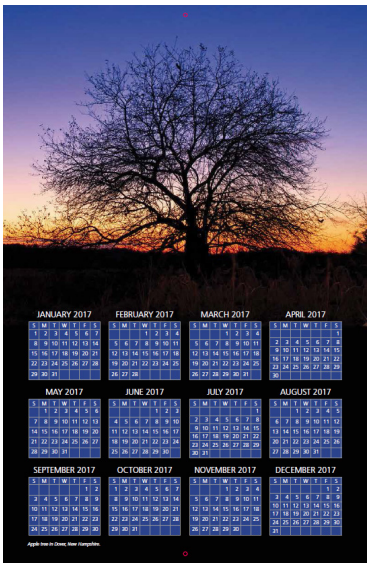


September
2017
Sunday Monday Tuesday Wednesday Thursday Friday Saturday
Labor Day
First Day of Autumn
The tall granite cliffs, surrounded by brilliant fall foliage at Stonehouse Pond

October
2017
Sunday Monday Tuesday Wednesday Thursday Friday Saturday
Columbus Day
Fall color along the shore of Chocorua Lake.

November
2017
Sunday Monday Tuesday Wednesday Thursday Friday Saturday
Daylight Savings Time Ends
Veterans Day
Thanksgiving Day
Late winter sunset over Ballard Reservoir in Dover, New Hampshire.

December
2017
Sunday Monday Tuesday Wednesday Thursday Friday Saturday
First Day of Winter
Christmas
New Year's Eve
Covered bridge over the Pemigewasset River near the Flume Gorge.


JANUARY 2017
FEBRUARY 2017
MARCH 2017
APRIL 2017
MAY 2017
JUNE 2017
JULY 2017
AUGUST 2017
SEPTEMBER 2017
OCTOBER 2017
NOVEMBER 2017
DECEMBER 2017
Apple tree in Dover, New Hampshire.

NEW HAMPSHIRE BUREAU OF GRAPHIC SERVICES

REQUEST FOR BID

Project #0559-17: NH Lottery Calendar for 2017 / NH Lottery Commission

VENDOR'S BID RESPONSE

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.

Pricing: Underrun or overrun not to exceed 5%. Prices must be in U.S. dollars, less federal excise tax, and must include delivery.

On an order of 2.5 M: Price per M: _____ x 2.5 = _____ Total

Turnaround: Working days ARO to proof: _____ Working days from proof approval to delivery: _____

Able to deliver by December 9, 2016? _____

_____

Proposed Paper Stock (must have 10% or more PCW content):

_____

Additional Vendor Comments: _____

_____

_____

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