



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

BID NUMBER: 0709S-16

BID TITLE: RDMV 330 Inspection Sticker Month Inserts

CLIENT: NH Dept. of Safety

SUBMISSION DEADLINE: 11:00 a.m. EST Wednesday, December 23, 2015

SUBMIT BIDS BY E-MAIL 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. In addition, you must meet the following requirements:

- 1) **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/vendorregistration/welcome.aspx>. Contact us at (603) 271-3205 or write to Jill.Foster@nh.gov if you need assistance.
- 2) **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** A bid award in the form of a contract(s) will only be awarded to a Vendor who is registered with the NH Secretary of State to do business in the State of New Hampshire and who is considered by the Secretary of State to be in good standing. The registration with the NH Secretary of State is different than the vendor application discussed in point #1 above. Visit the following website to find out more about the requirements for registration with the NH Secretary of State: <http://www.sos.nh.gov/corporate>. Or call the Secretary of State Corporate Office at (603) 271-3246.
- 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 PrintingBids@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 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; 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
- 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.

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.

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 an entire bid, proposal, attachment or section as confidential will not be accepted or honored by the State.

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: December 17, 2015

Company Name: _____
Address: _____

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

Project Title: RDMV 330 Inspection Sticker Month Inserts
Bid Number: 0709S-16
Bid Submission Deadline: 11:00 a.m. EST Wednesday, December 23, 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 #0709S-16** for **RDMV 330 Inspection Sticker Month Inserts** 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 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 _____, 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 #0709S

Project Specifications

PROJECT TITLE: RDMV 330: Inspection Sticker Month Insert Decals

BID SUBMISSION DEADLINE: 11:00 a.m. EST Wednesday, December 23, 2015.

NARRATIVE: We are referring to these 2" x 2" decals as "inserts" because when a motor vehicle gets its inspection sticker, these decals are inserted between the main inspection sticker and the vehicle's windshield. Piggybacked onto an otherwise generic inspection sticker, this insert decal indicates the month of expiration and required renewal of the inspection.

The insert tells the month of expiration by means of a large black numeral (1 for January, 2 for February, 3 for March and so on). The name of the expiration month is also printed on the sticker in smaller black type beneath the numeral. The image below shows just one insert, the one for December, but this bid actually calls for specific quantities of inserts for all twelve months.



These decals will ultimately be used in the form of 2" x 2" stickers; however for this procurement they are to be delivered in strips of five stickers, joined on a common liner and separated by kiss cuts through the face material. The size of a strip will be 2" x 10".

The type of decal required is "inside application/outside view". The 2" x 2" insert gets affixed to the 3" x 3" main inspection sticker by means of the main sticker's adhesive. After removal of the insert's liner, the whole sticker assembly is adhered to the inside windshield, just below the inside rear view mirror. The adhesive side of the month insert sticker faces the windshield.

These inserts will be stored for variable periods up to one year, followed by a normal installed service life of one year on the windshield. The substrate, ink and adhesive must be knowledgeably selected to ensure longevity and trouble-free performance for a period comfortably exceeding this lifecycle scenario, taking into account for the rigors of the inside windshield environment. The decals must not fade, shrink, buckle, crack, deform, or fail to hold. Only vendors who are confident in their materials selection expertise should be offering a bid. The contract awardee will be required to provide a performance bond.

SPECIFICATIONS CONTINUE ON NEXT PAGE

SPECIFICATIONS PAGE 2, PROJECT #0709S-16: RDMV 330 INSPECTION STICKER MONTH INSERTS

QUANTITIES:

1. These decals are to be delivered in strips of five, size 2" x 10" each. The order is for 498,000 strips, with specific quantities for each month as broken down below.

<u>Month</u>	<u>Sticker Numeral</u>	<u>Quantity of 2" x 10" Strips</u>
January	1	42,000
February	2	36,000
March	3	78,000
April	4	36,000
May	5	36,000
June	6	42,000
July	7	42,000
August	8	36,000
September	9	42,000
October	10	36,000
November	11	36,000
December	12	<u>+ 36,000</u>
		498,000 Total

2. For each month's quantity, no overrun is allowed, and underrun may not exceed 1%.

FORMAT:

These are 2" x 10" strips, with five 2" x 2" pressure sensitive window decals on each strip, sharing a common liner with kiss cuts through the face stock between decals. Printing will be 1/0 in black ink on clear film. Decal type is "inside application/outside view". Product is to be banded in packs of 100 strips per pack.

STOCK:

1. Face Stock – clear synthetic film such as super-smooth cast cellulose diacetate, polyester or biaxially-oriented polypropylene (BOPP). The film must have these properties:

- A. 2 mil caliper
- B. High clarity transparent film
- C. Excellent dimensional stability, showing no measurable shrinkage.
- D. No manufacturer's trademark or other commercial imprint may appear anywhere on the product.

2. Adhesive

- A. Adhesive shall be crystal clear, non-yellowing, and firm with high peel and good sheer strength.
- B. The adhesive must have exceptionally high initial tack and excellent shear holding power.
- C. Adhesive must meet or exceed the following holding values, as measured after one hour of residence time on the indicated materials at 75 degrees Fahrenheit:

Glass	58 oz./in.
Painted metal	60 oz./in.
Chrome-plated metal	40 oz./in.
Stainless steel	58 oz./in.
Plexiglas	74 oz./in.
- D. Adhesive thickness should be approximately .0001 inches.
- E. The adhesive used must be compatible with the pressure sensitive adhesive on the inspection sticker on which it will piggyback.

SPECIFICATIONS CONTINUE ON NEXT PAGE

STOCK (cont'd):

- F. The adhesive shall not exude from the edges of the finished decals, so as to cause stacked pieces to stick together during cutting, printing, handling, or when packed during storage, distribution or shipping.
 - G. The adhesive bond must hold effectively for a minimum service life of eighteen (18) months after application.
 - H. Properly applied product must hold well within a temperature range of -20° F to +200° F.
 - I. The adhesive shall not require the use of moisture, heat or other materials or processes when applying the sticker.
3. Liner
- A. Liner shall be an easy release type having a release force of approximately 20 grams per inch and shall be removed by peeling without soaking in water or other solvents.
 - B. Liner must be sufficiently translucent to allow the month number to be discerned through it without separating the liner from the decal.
 - C. Liner must have substance equal to or better than 60 lb. text.
4. Samples
- Vendor must submit a minimum of two (2) sheets of exact product offered, and these samples must be received at the NH Bureau of Graphic Services no later than 3:00 pm on the second business day after the bid submission deadline date.

COMPOSING:

- 1. To be done by printer as needed.
- 2. The month numeral shall be composed in Arial Bold in font size 150.
- 3. The month name shall appear horizontally across the foot of the sticker, composed in Arial Bold, font size 14.

PROOFS:

- 1. Printer must provide a proof of each month's decal image, with trim marks, prior to printing. Email to: Lauren.Bernard@dos.nh.gov , phone (603) 223-8085.
- 2. Subject line of proof e-mail should read: "Proofs for RDMV 330 Inspection Sticker Month Inserts".

PRINTING:

- 1. Printing will be 1/0 in opaque BLACK ink. No bleeds.
- 2. The color fastness of the ink under sun exposure shall be guaranteed by the manufacturer for a period of eighteen (18) months. UV-curing flexo ink has worked well on past printings.
- 3. The inks shall be of a type recommended for such applications by the material manufacturer.
- 4. All imaging must be clear and crisp.

BINDING & FINISHING:

Manufacture in strips of 2" x 10" size with five 2" x 2" individual decals on a strip. Kiss cut through the face material to provide clean and easy separation of individual decals from each other and from the liner.

PACKING:

- 1. Deliver in strips of five (5) decals (all for the same month) on a common liner; with one hundred (100) such strips (all for the same month) rubber banded or paper banded together to make packs of 500 decals. Shrink wrapping, poly-wrapping and bagging are not acceptable.
- 2. Pack in cartons of all the same month number, with 56 packs of 500 (28,000 individual 2" x 2" decals) per carton. Do not mix different month numbers within a carton. **Mark form number, month and quantity clearly on the outside of each carton.**

SPECIFICATIONS CONTINUE ON NEXT PAGE

DELIVERY:

1. Deliver or ship F.O.B. Destination, freight prepaid, to:
NH Department of Safety Warehouse
41 Hazen Drive
Concord, NH 03305

This is a tan building with green roof just east of the Dept. of Safety main building.

2. If shipped on pallets, the load, including pallet, must not exceed any of the following dimensions: 42" wide, 48" deep or 54" high.
3. There is a fork lift at this location to facilitate unloading of palletized loads.
4. Bid amount must include delivery. If split delivery is necessary (see requirements under "SCHEDULE" below), then the bid amount must include delivery of all shipments.

SCHEDULE:

1. Delivery of 78,000 strips of the March (numeral 3) decals is required as soon as possible and not later than January 19, 2016.
2. Delivery of the remainder of the order, if any, must be made by no later than February 9, 2016.
3. Ability to meet these delivery dates will be a qualifying factor in the award of this project, except in the instance that no bidder is able.
4. Please quote turnaround as indicated on the "Vendor's Offer" page.

LATENT DEFECTS:

1. In the event that latent defects are discovered in the product after delivery has been accepted, the State reserves the right to reject the product and require repair or replacement.
2. Absent satisfactory remediation by the contractor, the State may cancel the contract and surcharge the contractor for any expense to the State incurred by the cancellation of the contract and procurement of satisfactory replacements elsewhere.

PERFORMANCE BOND:

1. Contract awardee must provide a performance bond or equivalent alternative subject to the approval of the Director of Procurement and Support Services.
2. The principal amount of the bond shall be 100% of the contract amount.
3. The bond is due within fifteen (15) days after notification of award of bid and bond requirement.
4. The life of the bond shall be twenty-four (24) months.
5. The bond must be made through a bonding company licensed to do business in the State of New Hampshire.
6. **The State will not make payment on contractor's invoice until the performance bond requirement has been met.**

MAKE BID ON NEXT PAGE



NEW HAMPSHIRE BUREAU OF GRAPHIC SERVICES

REQUEST FOR BID

Project #0709S-16: RDMV330: Inspection Sticker Month Inserts

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.

Price: No overrun, and underrun may not exceed 1% for any month. Prices must be in U.S. dollars, less federal excise tax, and must include performance bond and all deliveries.

On an order of 498,000 strips, with specific quantities for each month:

Price per M strips: _____ x 498 = _____ Total

Turnaround: Working Days ARO to Proof: _____ From Approved Proof to Delivery: _____

Able to deliver the March decals by 1/19/16? _____

Able to deliver the balance of the order by 2/9/16? _____

Proposed Stock (please send live samples, printed or unprinted, to be received at NH Bureau of Graphic Services no later than the 2nd business day after bid submission deadline):

Additional Vendor Comments: _____

UPON AWARD OF PURCHASE ORDER, BID RESULTS WILL BE POSTED AT OUR WEBSITE.