



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

BID NUMBER: 0849-15

BID TITLE: RDMV 334 Motor Vehicle Inspection Stickers (2017 Expiration)

CLIENT: NH Dept. of Safety

SUBMISSION DEADLINE: 11:00 a.m. EST Friday, January 30, 2015

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

Contents

Cover Page	1
Instructions for Correct Bid Submission	2
Additional Information About Bids and Bid Submission	3 – 4
Public Disclosure of Bid Information	5
Bid Transmittal Letter	6
Contract Language: General Conditions and Instructions	7
Contract Language: Contract Terms and Conditions	8 – 9
Bid Specifications & Images.....	10 - 16
Additional Images	17
Vendor’s Bid Proposal Page	18

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 if you need assistance.

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

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

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

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

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

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

ADDITIONAL INFORMATION ABOUT BIDS AND BID SUBMISSION

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

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

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

7. **TIED BIDS** – In the event of a tie for lowest bidder: 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 be notified and will have an opportunity to appear in person to witness the drawing if they wish.
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 the bids in order from lowest to highest. The first bid listed is the winning bid. You can view, save or print this document.
 - E. The bid results document remains permanently available at this location and can be accessed much later to inform bidding strategy in the event the project comes to bid again for a reprint.

PUBLIC DISCLOSURE OF BID INFORMATION

A. Introduction

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

B. Disclosure of Information Submitted in Response to RFB

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

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

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

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

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

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

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: January 22, 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 334 Motor Vehicle Inspection Stickers
Bid Number: 0849-15
Bid Submission Deadline: 11:00 a.m. EST Friday, January 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 #0849-15** for a contract to produce **RDMV 334 MV Inspection Stickers** at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

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

Authorized Signor's Signature _____ Signor's Title _____

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

COUNTY: _____ STATE: _____ ZIP: _____

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

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

(Notary Public/Justice of the Peace)

My commission expires: _____ (Date)

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

GENERAL CONDITIONS AND INSTRUCTIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACT TERMS AND CONDITIONS

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

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

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

12. INDEMNIFICATION. The contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

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

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

14. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given below.

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

16. CONSTRUCTION OF AGREEMENT AND TERMS. This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

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

18. ENTIRE AGREEMENT. This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.



NEW HAMPSHIRE BUREAU OF GRAPHIC SERVICES

REQUEST FOR BID FOR NH STATE PRINTING PROJECT #0849-15

Project Specifications

PROJECT TITLE: RDMV 334: Motor Vehicle Inspection Stickers (2017 Expiration)

CLIENT AGENCY: NH Dept. of Safety, Division of Motor Vehicles

BID SUBMISSION DEADLINE: 11:00 a.m. Eastern Standard Time, Friday, January 30, 2015.

BIDDER QUALIFICATIONS:

- 1) Only manufacturers may bid on this project, and all production must be done within bidder's own facilities. Bids from independent sales reps or brokers will not be accepted. Bids based on subcontracting any portion of the production process will also not be accepted.
- 2) Bidders must be authorized vendors to the State of NH. See Item 1 in our "Instructions for Correct Bid Submission".
- 3) To be awarded a contract, bidder must already be registered and in good standing with the NH Secretary of State, or else be willing upon award notification to become so registered. See Item 2 in our "Instructions for Correct Bid Submission".

QUANTITY:

- 1) 30,000 booklets with 25 sticker pages per book, for a total of 750,000 sticker pages.
- 2) Underrun may not exceed 0.5%. No overrun allowed.

CONSTRUCTION:

- 1) Booklets will be 7-1/2" wide x 3" high; will consist of twenty-five (25) interior leaves sandwiched between front and back cover leaves; and will be bound at the left side edge by two heavy duty staples. There shall be no binding tape of any type around the binding edge.
- 2) Front and back cover leaves of the booklets will be flat sheets of 100 lb. tag, size 7-1/2" wide x 3" high. Front & back covers must both have a stub perforation. The front cover will be printed 1/1 in black. Each booklet's front cover will show the range of serial numbers contained in that booklet. The back cover will not be printed.
- 3) Interior leaves shall be made entirely of white 60 lb. opaque vellum text paper, size 7-1/2" wide x 3" high, and will have two functionally distinct areas, as follows:
 - A) On the left (as seen from the front side view), a 4-1/2" x 3" inspector's worksheet area. This will include the unprinted portion that is bound with staples. There will be no stub perforation, since the inspector's worksheet will remain always bound in the booklet.
 - B) On the right, a 3" x 3" inspection sticker, perforated for tear-off from the inspector's worksheet. This sticker shall be made of the same paper as the inspector's worksheet, and will be made into a sticker through the application of an adhesive transfer tape covering exactly the 3" x 3" area of the sticker face (on the back side of the leaf). See images of the 2014 sticker on next page.

SPECIFICATIONS CONTINUE ON NEXT PAGE

Inside Leaf, Front View:

Binding Area **Inspector's Worksheet** **Inspection Sticker (back side)**

The form is divided into three main sections:

- Binding Area:** Contains fields for Owner, Address, Registration No., Mileage, Year Mfg., V.I.N., Station No., and Date.
- Inspector's Worksheet:** Includes a "Check Only Items" list with checkboxes for various vehicle components (e.g., V.I.N., Bumper Height, Horn, Foot Brake, etc.). A "CORRECTED" stamp is present, along with "Stakes Checked" (LF, RF, LR, RR) and a large serial number "0143775".
- Inspection Sticker (back side):** Features the text "State of New Hampshire Department of Safety - Division of Motor Vehicles", fields for Registration No., Mileage, V.I.N., Inspection Station No., and Issue Date. It also includes a "Next Inspection Due" section with a date stamp for "Month 014 75 Year".

At the bottom of the worksheet, there is a "Mechanic's Signature" line and a note: "Signed under penalty of unsworn falsification pursuant to RSA 641:3."

Inside Leaf, Back View (translucent liner removed from sticker face for better viewing):

The back view of the sticker features an orange background on the left with the text "NEW HAMPSHIRE MOTOR VEHICLE INSPECTION" and "2014". The right side contains the "OBD Inspection (1996 and newer only)" section with the following fields:

- Make _____ Model _____
- Readiness Status: (R=Ready, N=Not Ready, N/A=Not Available/Not Supported)
- Misfire: _____ Fuel: _____ Components: _____ Catalyst: _____ Heated Cat: _____
- Evap.: _____ EGR: _____ O2Sensor: _____ O2Heater: _____ Sec. Air: _____ A/C: _____
- MIL Status (engine running): Is MIL commanded ON? Y _____ N _____
- List any Trouble Codes detected: _____
- OBD Inspection result: PASS _____ Repaired to PASS _____ Fail: _____
- Repairs made: _____
- Reason for FAIL: (CHECK)
 - Connector removed or inoperable _____ No Communication _____ MIL commanded ON _____
 - MIL not lit with Key On, Engine Off _____ More than two monitors Not Ready _____

- The inspection stickers will be adhered to the inside windshields of motor vehicles and will have printing on both sides. The side of the sticker that faces out through the windshield will be printed with a full-bleed solid of PMS 206 that denotes the current sticker year, plus some black text. The side of the sticker that faces into the interior of the vehicle will be printed in black, with black serial numbering.

SPECIFICATIONS CONTINUE ON NEXT PAGE

SPECIFICATIONS PAGE 3, PROJECT #0849-15: RDMV334 INSPECTION STICKERS / NH DEPT. OF SAFETY

STOCK:

- 1) Front and back covers: manila 100 lb. tag. Quote on 30% PCW if available; if not available, quote on best postconsumer waste content available, if any, and make a note of it in the proposed stock section of the "Vendor's Bid Proposal".
- 2) Interior leaves: white 60 lb. opaque offset text, vellum finish, having 30% or more postconsumer waste content, such as Cascades "Rolland Opaque 50 vellum text".
Additional duty requirements:
 - A. Stock caliper before application of the adhesive transfer tape must be not less than .0047".
 - B. Stock must readily accept all standard writing methods, including ball point pen, and must allow all writing to easily become securely anchored and indelible and to remain legible and free of smudging.
 - C. Stock must work compatibly with the adhesive transfer tape to provide effective adhesion to the windshield, when correctly applied, for a service life of up to 24 months on the windshield.
 - D. Stock must be able to endure the year-round extremes of temperature, humidity and ultraviolet light encountered during a service life of up to 24 months on the interior side of an automobile windshield, without yellowing, blistering or deteriorating significantly.
- 3) **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.
- 4) Vendors must identify their proposed papers with their bid, and may be required to provide samples before a bid award determination is made.
- 5) Bids based on the use of non-compliant paper may be disqualified.

STICKER ADHESIVE:

- 1) A pressure-sensitive sticker shall be made out of the right-most 3" x 3" section of each interior leaf of the booklet by applying an adhesive transfer tape with liner. The location of the tape will be on the solid-colored face of the sticker. Note that this will be on the back side of the leaf as it sits in the booklet.
- 2) The transfer tape adhesive and its liner must cover 100% of the 3" x 3" inspection sticker area, with no area left uncovered on any edge of the sticker.
- 3) The choice of adhesive must be knowledgeably made with careful consideration given to the longevity needs of the project, as well as to the harsh demands of the windshield environment. Any performance failure of the adhesive during the stickers' normal installed service life of up to 24 months may be considered an event of default by NH Dept. of Safety and may trigger the "Latent Defects" provision found later in this specifications document.
- 4) Adhesive characteristic requirements are as follows:
 - A. The adhesive used must be crystal clear, non-yellowing, permanent, with high peel and good shear strength, and having a thickness of approximately .0001 inches.
 - B. The adhesive must hold the stickers aggressively and securely to the interior windshield glass, without blistering, peeling or falling off, at all times of year. There shall be no loss of adhesive performance due to the extremes of heat, cold or humidity that are normally encountered in vehicle windshields in the New Hampshire climate.
 - C. There shall be no oozing of adhesive from the edges of stickers or blocking of stickers while they are in the booklets.
 - D. The adhesive selected for this application must be able to work as intended for a period of at least 24 months,

SPECIFICATIONS CONTINUE ON NEXT PAGE

TRANSFER TAPE LINER:

- 1) The liner part of the adhesive transfer tape shall be an easy release, silicone treated kraft paper with low elongation and high strength.
- 2) The liner must be sufficiently translucent so that face printing, numbers and colors can be recognized through the liner without removing or lifting it. An opaque liner will **NOT** be accepted.
- 3) The inspection sticker with its adhesive transfer tape and liner must remain flat under all conditions and must not bunch, wrinkle or curl over time while in the book.
- 4) The transfer tape and liner must cover the entire 3" x 3" area of the sticker portion of the leaf.
- 5) The liner must be cleanly kiss-cut to facilitate easy removal of the liner from the sticker after the sticker has been torn out of the book.
- 6) The liner shall peel off easily without tearing or delaminating or causing damage to the sticker over a temperature range of -30° Fahrenheit to +110° Fahrenheit.

SAMPLES w/ BID:

- 1) Each bid submission must be accompanied by a minimum of six (6) samples typical of the type of sticker to be supplied under these specifications.
- 2) The samples provided must have been manufactured by the firm submitting the bid.
- 3) The samples of the proposed stickers **must be furnished with the bid, or if provided under separate cover, not more than 3 business days after the bid submission deadline.** Failure to provide samples with the bid may be cause for rejection of the bid.
- 4) Samples submitted are subject to testing by the State of New Hampshire. If the samples fail to exhibit the required properties, the bid may be disqualified.

COMPOSING:

- 1) Negatives and mock-up of revisions from the previous year's printing will be provided at the time of award.
- 2) Vendor shall compose revisions to the previous artwork as follows:
 - A. Update the year to 2017 in all locations where the year is given.
 - B. Under "Mechanic's Signature", add: "Signed under penalty of unsworn falsification pursuant to RSA 641:3."
- 3) All artwork, film and/or electronic layout files used or produced for this project shall be considered the property of the State of New Hampshire and MUST be returned upon completion of the project and PRIOR to invoicing. Send to: Attn: Jennifer Jones, NH Dept. of Safety Warehouse, 41 Hazen Drive, Concord, NH 03305. Phone (603) 223-8091. E-mail jennifer.jones@dos.nh.gov

PROOFS:

- 1) Vendor shall provide PDF proofs, with size and color indications. Email proofs to jennifer.jones@dos.nh.gov. Phone (603) 223-8091.
- 2) Please indicate "RDMV 334 Proof" on subject line.
- 3) A performance bond is required for this project. Proof approval will not be given until a copy of the performance bond has been received. See "PERFORMANCE BOND" spec on the 7th page of bid specifications.

PRINTING:

- 1) Front Cover: 1 over 1 in black ink.
- 2) Back Cover: no printing on either side.
- 3) Item 1 Interior Leaves: 1 over 2 with black ink on the front and black plus Pantone 206 on the back. The PMS 206 will appear as a 3" x 3" solid background color with black text printed on top. The solid of PMS 206 will abut the perforation dividing the sticker from the inspector's worksheet, and will bleed off of 3 edges.
- 4) Item 2 Interior Leaves: 1 over 1 with black ink on both sides.
- 5) All inks must be sunfast. Printing shall hold excellent color strength and legibility for a minimum of twenty-four (24) months after application to the windshield. **Any significant fading of inks will be considered an event of default and will result in action by the State as described in the "LATENT DEFECTS" section of these specifications.**

SPECIFICATIONS CONTINUE ON NEXT PAGE

SPECIFICATIONS PAGE 5, PROJECT #0849-15: RDMV334 INSPECTION STICKERS / NH DEPT. OF SAFETY

NUMBERING:

- 1) Each interior leaf in the booklet shall have a unique 7-digit serial number, which is to be printed in two locations on the front side of the leaf as described and shown below:
 - A) In the inspector's worksheet area in the provided space following "2017 Sticker No."; and
 - B) In the sticker area, centered at the foot of the sticker's back side.

Owner _____ (✓) Check Only Items
Address _____ **CORRECTED**
Registration No. _____
Mileage _____
Year Mtg _____
V.I.N. _____
Station No. _____ Date _____
2014 Sticker No. **0143775**
I certify this vehicle to be the same vehicle described in the registration certificate and that it now is properly equipped and in good mechanical condition.
Mechanic's Signature _____
Signed under penalty of unsworn falsification pursuant to RSA 641:3.

State of New Hampshire
Department of Safety
Division of Motor Vehicles
Registration No. _____
Mileage _____
V.I.N. _____
Inspection Station No. _____
Issue Date _____
Next Inspection Due
Month **014 75** Year

- 2) Each booklet shall have numbering on the outside front cover to show the range of numbers (lowest and highest) contained within that book.

APPLICATION INSTRUCTIONS

1. Complete information required on both inspection sticker and inspector's sheet.
2. Remove sticker from booklet.
3. Lift right portion of release liner.
4. Apply monthly validation tab to front of sticker in designated area.
5. Remove entire release liner and apply sticker to designated area of windshield.
6. Rub firmly in place.
7. When booklet is complete, return no later than 30 days following the removal of the last valid sticker to:

NH Department of Safety
Division of Motor Vehicles
Attn: Inspection Desk
23 Hazen Drive
Concord NH 03305

Inspection Sticker No. **0143751 TO 0143775** RDMV 334

- 3) Serial numbering shall ascend from "0000001". Always use 7 digits; print leading zeroes where applicable.
- 4) Print all serial numbers in indelible sunfast black ink, in a font size of 17.
- 5) Numbering accuracy in correct numerical sequence is critically important to the utility of this product. **NO skips or duplicates are permitted.** The serial number of the last sticker in each booklet must be a whole multiple of 25. Any deviation from the requirement of complete numbering accuracy may be considered by the State as an event of default, and treated as outlined in the "LATENT DEFECT" section of these specifications.

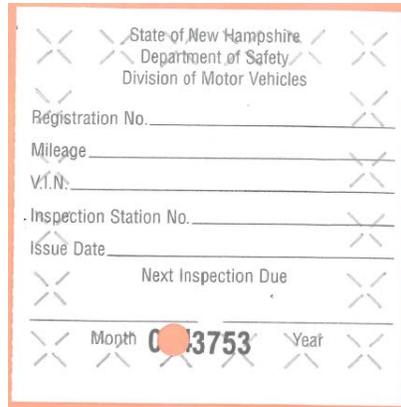
BINDING & FINISHING:

- 1) Perforations:
 - A) Front and back cover leaves shall have a ½" stub perforation on the left side edge.
 - B) Interior leaves shall have a perforation to allow the 3" x 3" sticker to be detached from the inspector's worksheet. No stub perforation.
 - C) All perforations shall be made with 10 Ties Per Inch tooling.
- 2) Destructibility Slits:
 - A) Once affixed to a windshield, the stickers must not be able to be removed intact and placed on another vehicle that has not passed inspection.

SPECIFICATIONS CONTINUE ON NEXT PAGE

SPECIFICATIONS PAGE 6, PROJECT #0849-15: RDMV334 INSPECTION STICKERS / NH DEPT. OF SAFETY

- B) Vendor shall diecut X-shaped slits in the face stock of the stickers, around the inner perimeter of the stickers and close to the edges as shown below, to ensure disintegration if an unlawful transfer of the whole sticker to another vehicle's windshield is attempted.



- 3) Binding: Collate in numerical order by serial number into booklets of 25 interior leaves, with front and back cover. Bind at the left side edge with a minimum of two heavy duty staples in the stub area of the cover. Staples must have legs of appropriate length for the purpose (5/16" or longer) and be well clinched with no protrusions.

PACKING:

- 1) Pack in cartons containing fifty (50) booklets each. Booklets must be packed to facilitate issuance in numerical order from lowest to highest.
- 2) Cartons shall be of sufficient construction and sturdiness to ensure freight carrier acceptance and safe, intact delivery to destination. Weight shall not exceed 40 lbs. per carton, and the size of each carton shall support one-person handling.
- 3) Each carton shall be clearly marked with the form number, form name, the year printed on the sticker, and the range of serial numbers contained therein. Also, each carton shall be clearly marked with the words "PRINTED MATTER", the name of the contractor, the address of the consignee, and the words "STORE IN A COOL, DRY PLACE".
- 4) If shipped on pallets, carton stacking shall be done in numerical order with lower numbers on top, so that the cartons can be removed from the pallet in numerical sequence from lowest to highest.
- 5) Pallet-loads, including the pallet itself, must not exceed any of the following dimensions: 40" width, 48" depth and 54" height.

SHIPPING:

- 1) Deliver or ship FOB Destination to the loading dock at:
NH Dept. of Safety Warehouse
41 Hazen Drive
Concord, NH 03305.

This is a tan building with green roof just east of the James H. Hayes Dept. of Safety main building (33 Hazen Drive). A forklift truck is available at this location for unloading of whole pallet-loads.

SECURITY:

- 1) In bidding, vendor implicitly warrants that all manufacturing will be done within the contractor's own plant. This contract may not be brokered or subcontracted, in part or in whole. Bids based on brokering or subcontracting are subject to disqualification.
- 2) The successful bidder shall guarantee to the State of New Hampshire that no samples of the stickers (other than securely-stored retains for company production records) will be kept or distributed by the contractor or its agents, employees or associates. Vendor shall control, account for and irrevocably destroy all misprinted, mutilated or duplicated stickers.

SPECIFICATIONS CONTINUE ON NEXT PAGE

PERFORMANCE BOND:

- 1) A performance bond or equivalent alternative subject to the approval of the Director of Procurement and Support Services will be required in the principal amount of 100% of the contract amount within fifteen (15) days after notification of award of bid.
- 2) The bond must be made through a bonding company licensed to do business in the State of New Hampshire.
- 3) The life of the bond shall be thirty-six (36) months.
- 4) The performance bond shall be sent to:

Attn: Jennifer Jones
NH Dept. of Safety Warehouse
41 Hazen Drive
Concord, NH 03305

Also send a photocopy or scan to:

Attn: Daniel Ostroth
NH Bureau of Graphic Services
12 Hills Ave.
Concord, NH 03301

Daniel.Ostroth@nh.gov

LATENT DEFECTS:

- 1) In the event that significant defects become apparent in the supplied product either before or after delivery has been received, NH Dept. of Safety shall have recourse to reject delivery and require the Contractor to repair or replace the defective product at no cost. Absent satisfactory remediation by the Contractor, Dept. of Safety may cancel payment, procure replacement product elsewhere without competitive bidding, and bill the Contractor for any costs thus incurred in excess of the original contract amount.
- 2) In the event latent defect(s) are discovered necessitating a return of product to Contractor's production facility, any packing or other preparation for shipping, and any trucking or shipping by common carrier shall be at the expense of the contractor.

DELIVERY SCHEDULE:

- 1) Delivery of a partial quantity of 4,000 or more booklets must be received at NH Dept. of Safety by no later than March 11, 2015. The serial numbering of this first shipment must begin at 0000001 and ascend continuously without any breaks in the sequence..
- 2) Balance of order must follow by no later than March 27, 2015.
- 3) Ability to meet delivery will be a qualifying factor in the award of this bid, unless no bidder is able to meet the schedule.
- 4) Please quote turnaround as indicated on the "Vendor's Bid Proposal" page.

SEE ADDITIONAL IMAGES ON NEXT PAGE; MAKE BID ON FOLLOWING PAGE

OUTSIDE TOP COVER

APPLICATION INSTRUCTIONS			
<ol style="list-style-type: none">1. Complete information required on both inspection sticker and inspector's sheet.2. Remove sticker from booklet.3. Lift right portion of release liner.4. Apply monthly validation tab to front of sticker in designated area.5. Remove entire release liner and apply sticker to designated area of windshield.6. Rub firmly in place.7. When booklet is complete, return no later than 30 days following the removal of the last valid sticker to:			
NH Department of Safety Division of Motor Vehicles Attn: Inspection Desk 23 Hazen Drive Concord NH 03305			
Inspection Sticker No.	0145001	TO	0145025
			RDMV 334

INSIDE TOP COVER

<p>STATE OF NEW HAMPSHIRE DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES STEPHEN E. MERRILL BUILDING HAZEN DRIVE, CONCORD, NH 03305</p>	<p style="text-align: center;">INSPECTION STICKERS REQUEST FOR REFUND</p> <p>Station # _____</p> <p>Station Name: _____</p> <p>Address: _____</p> <p style="text-align: center;">_____ Zip _____</p> <p>Authorized Signature: _____</p> <p>Attached are Stickers # _____ thru _____ _____ returned in usable condition. (Complete and submit a separate card for each book of unused stickers returned.)</p> <p>Verified _____ Refund \$ _____</p>
--	---

REQUEST FOR BID

Project #0849-15: RDMV 334 Inspection Stickers / NH Dept. of Safety

VENDOR'S BID PROPOSAL

Vendor: _____

Contact: _____ **Phone:** _____

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

Proposed Pricing: Underrun not to exceed 0.5%. No overrun allowed. Prices must be in U.S. dollars, less federal excise tax, and must include delivery.

On an order of 30 M booklets (750,000 stickers):

Price per M booklets: _____ x 30 = _____ Total

Option: On a smaller re-order (exact reprint) placed within one year of the initial order:

Price per M booklets: _____ Minimum reorder quantity: _____ Lead time required: _____

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

Able to deliver 4,000 or more sticker booklets by March 11, 2015? _____

Able to deliver balance of order by March 27, 2015? _____

Proposed Stock: (Please also indicate postconsumer waste content of stock)

Additional Vendor Comments: (attach extra pages if needed)

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