



STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES

BUREAU OF GRAPHIC SERVICES

12 HILLS AVENUE
CONCORD, NH 03301
PHONE: 603-271-3205
FAX: 603-271-1949

TIPS FOR CORRECT BID SUBMISSION

- 1) **BE AN AUTHORIZED VENDOR TO NH STATE GOVERNMENT** – Your bid cannot be considered if your firm is not an authorized vendor to the State or has not at least submitted to us a completed vendor application and Alt. W-9 form by the date and time of closing of the bid in question. Call us at (603) 271-3205 or write us at Jill.Roy@nh.gov to receive a vendor application packet.
- 2) **SUBMIT YOUR BID ON TIME** – The date and time given for the submission deadline is a hard and fast cutoff. If your bid arrives one minute after that time, it will definitely be disqualified.
- 3) **INCLUDE A SIGNED COPY OF OUR “GENERAL CONDITIONS FOR BIDDING AND CONTRACTS” SUBMITTAL FORM** – Your bid submission must include this 2-page form (pages 3 & 4 of this bid document), filled out on the first page with your company’s name and address and signed by an official who has the authority to obligate the company in a binding contract. Any bid that does not include a duly signed copy of this form cannot be considered.
- 4) **INCLUDE OUR COMPLETE BID DOCUMENT WITH YOUR BID** – Your bid offer must include originals or exact copies of all sheets and sides of our bid document and must give the information requested on our “Vendor’s Bid Offer” page. A house quote sheet will not be accepted as a bid.
- 5) **DO NOT STIPULATE TERMS AND CONDITIONS** – We cannot accept any vendor terms and conditions and will not award on any bid that requires such acceptance.
- 6) **BID ON THE SPECIFICATIONS** – We cannot make an award on a bid offer that deviates from the specifications. You may offer pricing on an alternate way of doing a job for informational purposes, but unless we amend the specifications or re-bid to officially allow that alternate way for all vendors, your alternate bid cannot possibly win. Only bids that strictly conform to the official specifications will be considered “qualified”.
- 7) **BE REGISTERED WITH THE NH SECRETARY OF STATE** – 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. Visit the Secretary of State’s website to find out more about requirements and filing fees and to download forms. <http://www.sos.nh.gov/corporate/index.html> Or call their Corporate Division office at (603) 271-3246.

ADDITIONAL INFORMATION

- ❖ **BROKERING/SUBCONTRACTING** – Bids based on brokering or subcontracting for print or bindery services will be accepted unless explicitly ruled out in the specifications. However in all cases the awarded bidder shall be fully accountable to the State to meet all terms and conditions, specifications, deadlines and reasonable product quality expectations inherent in the contract, regardless of who is doing the work.
- ❖ **APPROVED BID TRANSMISSION METHODS** – Bids may be hand-delivered by the bidder or other courier, sent by US mail, UPS, FedEx or other common carrier, or faxed. E-mailed bids will not be accepted. A faxed bid will be accepted for purposes of meeting the bid submission deadline, but must be followed by a hard copy with a live signature on the contract that reaches us no later than the third business day after the closing date of the bid.
- ❖ **LATE BIDS** – All bids that arrive late will be irrevocably disqualified, no matter the reason. We are not responsible for late deliveries caused by couriers stuck in traffic jams, lost mail, slow carriers, nor for 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, make every effort to keep our fax machine set to the correct time.
- ❖ **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 close of the bidding period. Interested parties are welcome to attend these openings. However, we are prohibited by law from revealing bid amounts before the award is made. Therefore, only the identities of the bidders will be made public at the bid openings. Bid amounts will not be disclosed.
- ❖ **CONFIRMATION OF PRICE** – Upon opening and reviewing all bids, we will contact the apparent low bidder to request a confirmation of price. This is the bidder's opportunity to double-check their numbers and signal their readiness to proceed at the price(s) offered in their bid. At this point, it is not certain that a contract will be awarded, so vendors are cautioned not to buy materials for the project or begin chargeable work on it yet.
- ❖ **CONTRACT AWARD** – After the price is confirmed, we contact the client agency for approval to award the contract. The agency may elect to cancel, re-bid with changed specs, or award the order, as best suits their purposes and budget. If they choose to award, we will issue a purchase order. The P.O. officially certifies that the contract has been awarded and work may begin.
- ❖ **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.
- ❖ **BID RESULTS** – A tabulation of the bidding will be posted at our website after the contract is awarded. A hard copy of the bid tabulation may be obtained by requesting one in writing and providing a self-addressed stamped envelope. Bid results will not be given over the telephone at any time.



State of New Hampshire
Division of Plant and Property Management
Bureau of Graphic Services
12 Hills Avenue, Concord, NH 03301-4803

Date: **March 24, 2010**
Bid No.: **Graphics 1367**
Date of Bid Opening: **March 30, 2010**
Time of Bid Opening: **11:00 a.m. EDT**

REQUEST FOR BID FOR: Printing: RDMV 975 Temporary Plate Registration / NH Dept. of Safety

QUESTIONS ABOUT THIS PROJECT MAY BE DIRECTED TO: Daniel J. Ostroth, Creative Services Manager, Phone: (603) 271-3205.
TO MEET A BID OPENING DEADLINE, BID MAY BE FAXED TO: (603) 271-1949. SIGNED HARD COPY MUST FOLLOW SHORTLY.

GENERAL CONDITIONS FOR BIDDING AND CONTRACTS FOR GRAPHIC SERVICES

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

NATURE OF PROPOSAL AND ELIGIBILITY TO BID. The proposal is submitted in accordance with Chapter 21-I and Chapter 8, and rules promulgated thereunder, and constitutes a firm and binding offer. The determination of whether a bid proposal may be withdrawn is solely at the discretion of the Director of Plant and Property Management. However, in no event shall a proposal be withdrawn unless the request for withdrawal is filed within five days of the date of the bid opening, and the bidder establishes that the bid contains a material mistake, and that the mistake occurred despite the exercise of reasonable care.

Proposals may be issued only by the Bureau of Graphic Services and Division of Plant and Property Management to authorized vendors 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 purposes shall be delivered and installed free of charge and shall be removed by the vendor at no cost to the State. Said 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 made on the official bid proposal 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. Bids that are not complete or unsigned will not be considered.

Bids will be made public at the time of the opening and may be reviewed, only after they have been properly recorded. Bid results will not be given by telephone and shall be given by mail only if requested in writing and accompanied by a self-addressed, stamped business size envelope.

SPECIFICATIONS. Vendors must bid on items as specified. **Any proposed changes must be detailed in writing on an additional sheet and submitted with the bid within the same bid envelope and will be reviewed at the bid opening.** Vendors shall be notified in writing if any changes to bid specifications are made. Verbal agreements or instructions from any source are not authorized.

AWARD. The award will be made to the responsible bidder meeting specifications at the lowest cost unless other criteria are noted in the proposal. Unless otherwise noted in the proposal, the award may be made by individual items. The state reserves the right to reject any or all bids or any part thereof.

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

When identical low bids are received with respect to price, award will be made by drawn lot.

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.

DELIVERY. If the vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may repurchase similar items from any other source without competitive bidding, and the original vendor may be liable to the state for any excess costs. 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 shipment.

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 proposal or pur-

chase 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.

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

ASSIGNMENT PROVISION. The contractor/vendor hereby agrees that it will 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 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 Plant and Property Management, as the delegated enforcement agency of RSA 21-I:14, VIII for the Commissioner's Office, shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the Federal Procurement Standards.

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.

SPECIFICATION COMPLIANCE. The vendor may be required to supply proof of compliance with bid specifications. When requested, the 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 vendor.

FORM OF CONTRACT. The terms and conditions set forth on the reverse side of this form are part of the proposal and will apply to any contract awarded the bidder unless specific exceptions are taken and accepted by the Director.

OFFER. The undersigned hereby offers to sell to the State of New Hampshire the commodities or services indicated in the following page(s) of this Proposal at the price(s) quoted in complete accordance with all conditions of this Proposal.

Company
Name: _____

Address: _____

Tel. #: _____

Authorized
Signature: _____

**THIS BID IS NOT VALID UNLESS SIGNED ON ABOVE LINE
BY A PERSON AUTHORIZED TO LEGALLY BIND THE BIDDER**

(TYPE OR PRINT NAME)

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

CONTRACT TERMS AND CONDITIONS

1. The State of New Hampshire, acting through the Division of Plant and Property Management, engages the firm or individual identified in the attached purchase order ("the Contractor") to perform the services and/or sale of goods, described in the attached State Proposal and the Contractor's bid or quotation, both of which are incorporated herein by reference.

2. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS. In connection with the performance of this agreement, the Contractor 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 Contractor, 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 Contractor 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 Contractor 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 RFP and the Contractor's bid. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Contractor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Contractor for all expenses of any nature incurred by the Contractor in the performance by the contractor and complete payment for the Services. The State shall have no other liability to the Contractor.

5. PERSONNEL.

5.1. The Contractor 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.

5.2. 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.

6. EVENT OF DEFAULT; REMEDIES.

6.1. Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Events of Default"):

6.1.1. failure to deliver the goods or services satisfactorily or on schedule; or

6.1.2. failure to submit any report required hereunder; or

6.1.3. failure to perform any of the other covenants and conditions of this agreement.

6.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

6.2.1. give the Contractor 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 notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Contractor notice of termination; and

6.2.2. give the Contractor 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 Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default, shall never be paid to the Contractor; and

6.2.3. set off against any other obligation the State may owe to the

Contractor any damages the State suffers by reason of any Event of Default; and

6.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

7. 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 Contractor.

8. CONTRACTOR'S RELATION TO THE STATE. In the performance of this agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor 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.

9. ASSIGNMENT AND SUBCONTRACTS. The Contractor 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.

10. 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 Contractor. 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.

10.2 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).

11. 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.

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

13. 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.

14. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this agreement shall not be construed to confer any such benefit.

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

16. 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 #1367

Project Specifications

PROJECT: RDMV 975: TEMPORARY PLATE REGISTRATION

BID SUBMISSION DEADLINE: 11:00 a.m. EDT Tuesday, March 30, 2010.

QUANTITY:

- 1) 150,000 form sets.
- 2) No overrun. Underrun not to exceed 1%.

SIZE/FORMAT:

- 1) This is a 3-part carbonless snap set, size 5" x 4-1/8" including 5/8" top stub. Form prints front side only and all plies print the same except for the routing marginal lines.

STOCK:

- 1) Ply 1: 16# White Carbonless Recycled Bond CB.
- 2) Ply 2: 14.5# Canary Carbonless Recycled Bond CFB.
- 3) Ply 3: 15# Pink Carbonless Recycled Bond CF.
- 4) **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.

FILM:

- 1) Printer to print from customer-supplied negatives.
- 2) All negatives remain/become the property of the N.H. Department of Safety and must be returned to them upon completion of the project, prior to invoicing.

PROOFS:

- 1) Printer must provide one set of blueline proofs with indication of size for approval prior to printing to: Attn: Bonnie Goudreau, NH Dept. of Safety Warehouse, 41 Hazen Drive, Concord, NH 03305.
- 2) Please refer to the project number and title on the proof.
- 3) No production run shall be made until proofs have been approved by the New Hampshire Division of Motor Vehicles.

PRINTING:

- 1) All imaging prints in PMS 354 green, to match sample, except marginal words.
- 2) No printing on the back sides of any of the three plies.
- 3) Marginal lines print in standard red on all plies.
- 4) Serial numbering to be done in standard red ink on ply 1.

SPECIFICATIONS PAGE 2, PROJECT #1367: RDMV 975 TEMPORARY PLATE REGISTRATION

- NUMBERING:**
- 1) A 6-digit serial number is required in one location on all plies. Do not exceed 6 digits.
 - 2) Numbering may be accomplished by either press- or crash-imprinting. Print in standard red numbering ink.
 - 3) Begin numbering at **850001**. In order to avoid the need for a 7th digit, it will be acceptable to deliver 149,999 form sets, thus going up to number 999999.
 - 4) Vendor must guarantee no missing or duplicated numbers.
- FINISHING:**
- 1) Perforate to create a 5/8" top stub. Finished form size after removal of stub must be 5" x 3-1/2".
 - 2) Collate plies in the order: white, canary, pink. Glue at the stub.
- PACKING:**
- 1) Shrink wrap in packages of 100 form sets in numerical order with lowest number on top. Number of top set must be readable through the shrink film.
 - 2) Pack in manageable-size cartons weighing no more than 40 lbs. each. Carton packing must be in numerical order with lowest serial numbers accessible first.
 - 3) Mark cartons clearly with form number, form name, carton number, and beginning and ending serial numbers contained.
 - 4) If shipping palletized loads:
 - a. Cartons must be stacked on the pallet for access in numerical order with lowest-numbered cartons coming off first.
 - b. To fit in Dept. of Safety Warehouse storage bays, palletized loads may not exceed any of the following dimensions: 40" wide, 48" deep and 52" high.
- DELIVERY:**
- 1) Deliver or ship FOB Destination to the loading dock at: NH Dept. of Safety Warehouse, 41 Hazen Drive, Concord, NH 03305. This is the tan building with green roof just east of the James H. Hayes Dept. of Safety main building (33 Hazen Drive).
- DELIVERY DATE:**
- 1) Delivery requested by April 21, 2010 latest.
 - 2) Please quote working days ARO to proof, and from approved proof to delivery. Days indicated may be a consideration in the award of this bid.
- LATENT DEFECTS:**
- In the event that latent defects are discovered in the product after delivery has been accepted, the State reserves the right to reject delivery, require replacement or 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.

MAKE BID ON NEXT PAGE

NEW HAMPSHIRE BUREAU OF GRAPHIC SERVICES

REQUEST FOR BID

Project #1367: RDMV 975 Temporary Plate Registration / 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 and custom cutting dies; they shall not include litho printing plates or commonly used standard cutting dies.

Proposed Pricing: No overrun, and underrun may not exceed 1%. Prices must be in U.S. dollars, less federal excise tax, and must include delivery.

Price per M: _____ x 150 M = _____ Total

Proposed Turnaround:

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

Able to meet April 21, 2010 delivery? _____

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

Additional Vendor Comments: _____

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