

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: \_\_\_\_\_

Bid Transmittal From (company name & address):

Re: Bid Title: **FISHNH and HUNTNH Bumper Stickers**  
Bid Number: **1386-12**  
Bid Opening Date: **April 24, 2012**  
Time of Bid Opening: **11:00 A.M. EDT**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: Daniel Ostroth, Creative Services Manager  
NH Bureau of Graphic Services  
12 Hills Ave.  
Concord, NH 03301  
Telephone (603) 271-3205  
Fax (603) 271-1949

Dear Daniel Ostroth:

On behalf of the above-named company, I hereby submit an offer to the State of New Hampshire in response to **Request for Bid #1386-12, "FISHNH and HUNTNH Bumper Stickers"**, as contained in the accompanying written bid submission ("Bid") and at the price(s) quoted herein in complete accordance with the bid. I affirm that:

1. I have reviewed the terms and conditions and all specifications set forth in the bid and agree that the above-mentioned company will be bound by these in the event that we are awarded the project.
2. I have not altered, nor allowed to be altered, any of the original language or any of the provisions to which we are agreeing in this Bid document.
3. My Bid offer is in effect for orders placed within 45 calendar days of the Bid submission deadline of **April 24, 2012**.
4. The prices I am quoting in the Bid have been established without collusion with other Vendors.
5. I have read and fully understand this Bid.
6. I am authorized by my company to sign this Bid and legally obligate my company in any printing contract issuing from it.

Authorized Signor's Name, Printed: \_\_\_\_\_

Authorized Signor's Signature: \_\_\_\_\_

Official point of contact (if other than Signor): \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

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

County: \_\_\_\_\_ State: \_\_\_\_\_, to wit:

On the \_\_\_\_\_ day of \_\_\_\_\_, 2012, there appeared before me,  
in the state and county foresaid, a person who satisfactorily identified him/herself as

\_\_\_\_\_ ,

and I acknowledge that he/she executed this document indicated above.

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

\_\_\_\_\_  
(Notary Public/Justice of the Peace)

My commission expires: \_\_\_\_\_ (Date)

## CONTRACT TERMS AND CONDITIONS

1. The State of New Hampshire engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State Proposal and the Vendor's proposal, bid or quotation, any 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. In addition, the Vendor shall comply with all applicable copyright 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 proposal or bid invitation and the Vendor's response. 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 contractor 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 repurchase similar items from any other source without competitive process, 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 branch and or agency. However, the branch and or 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.

**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 proposal 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, 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 regarding 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.

**12. INDEMNIFICATION.** The Vendor 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 Vendor agrees to indemnify and defend the State of New Hampshire 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.

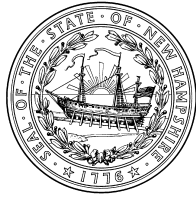
**14. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given below.

**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.



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

### INSTRUCTIONS FOR CORRECT BID SUBMISSION

- 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: [http://admin.state.nh.us/purchasing/bids\\_posteddte.asp](http://admin.state.nh.us/purchasing/bids_posteddte.asp) . Contact us at (603) 271-3205 or write to [Jill.Roy@nh.gov](mailto:Jill.Roy@nh.gov) if you need assistance.
- 2) **BE REGISTERED 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 it is a prerequisite to receive a project award and get paid. 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.
- 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) **INCLUDE A SIGNED COPY OF THE “STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER”** – To be considered, your bid must include this form, filled out with your company’s name and address and signed by an official who has the authority to obligate the company in a binding contract. When this completed form accompanies your bid, it signifies that your company agrees to be contractually bound by the listed terms and conditions, as well as all particulars of the project specifications, in the event that we make an award to you. This form does not have to be notarized as part of your initial bid submission, but the winning bidder will have to notarize upon receipt of our notification so that we have “live” signatures and notarization in support of a binding contract.
- 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 compliance to the official specifications. Alternate bids will not have standing to be considered alongside compliant bids. We welcome suggestions of cost-saving alternate constructions, but be advised that we cannot adopt an alternate construction without first publishing an addendum or doing a re-bid to give all bidders the same opportunity.

## 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** – 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 ever required of the winning bidder, upon notification, so that we have “live” signatures and notarization on the bid transmittal letter.
- ❖ **LATE BIDS** – All bids that arrive late will be irrevocably disqualified, no matter the reason. We will not accommodate late deliveries caused by couriers stuck in traffic jams, lost mail, slow carriers, nor 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 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.
- ❖ **CONFIRMATION OF PRICE** – Upon opening and reviewing all bids, we contact the apparent low bidder to request a confirmation of price. This is an opportunity for the bidder to double-check their print estimate, if they wish, before affirming their readiness to proceed at the price indicated in their bid. At this point, the client has not heard and accepted the price, so contract award is not yet a certainty. Vendors are cautioned not to buy materials or begin chargeable work on the project until an award has been made.
- ❖ **CONTRACT AWARD** – After the price is confirmed, we contact the client agency for approval to award the contract. The agency may elect to cancel, or to re-bid with changed specs, or to award the order, as best suits their purposes and budget. If they choose to award, we will issue a purchase order. Only a purchase order from us officially certifies that we have awarded you the contract, and that you may begin chargeable work with full confidence of remuneration.
- ❖ **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. Bid results will not be given over the telephone at any time.



NEW HAMPSHIRE BUREAU OF GRAPHIC SERVICES

REQUEST FOR BID FOR NH STATE PRINTING PROJECT #1386-12

Project Specifications

**PROJECT TITLE:** FISHNH and HUNTNH Bumper Stickers

**CLIENT AGENCY:** NH Fish & Game Dept.

**BID SUBMISSION DEADLINE:** 11:00 a.m. EDT Tuesday, April 24, 2012.

**QUANTITY & FORMAT:** Please quote on quantity options of 10,000, 15,000 and 20,000 each of two different 10" x 3" bumper stickers with underrun/overrun not to exceed 5% on any quantity. Printing on both stickers will be 3/0 using black plus two PMS spot colors as pictured below (actual size larger than shown):



Vendors may bid on either or both of the production scenarios described below. Upon review of the bid results, NH Fish & Game will choose which scenario they wish to go with, and the project will be awarded to the vendor offering the lowest qualified bid for the chosen scenario.

Scenario A – Long-life Stickers: printed on 5 year-rated vinyl and the stickers must be screen printed using sunfast inks to produce stickers that will last in good condition with little or no fading for an installed service life of at least 5 years on the bumper.

Scenario B – Regular-life Stickers: printed on a synthetic sticker material rated for 2 years or better outdoors. Any combination of printing method and protective coating may be used that will ensure material longevity and print longevity of at least 2 years on the bumper with little or no fading.

SPECIFICATIONS CONTINUE ON NEXT PAGE

**SPECIFICATIONS PAGE 2, PROJECT #1386: FISHNH AND HUNTNH BUMPER STICKERS**

**STOCK:** Scenario A bids: white 3.5 - 4 mil vinyl with permanent pressure sensitive adhesive, having a rated performance life of 5 years or more, such as Extended Life Vinyl or Premium Life Vinyl. Prior to removal of liner, product must lay flat.

Scenario B bids: white 3.5 – 4 mil synthetic film with permanent pressure-sensitive adhesive, rated for a service life of 2 years or more on the bumper without cracking, peeling or adhesion failure. Prior to removal of liner, product must lay flat.

**DESIGN:** None by vendor.

**PAGE MAKEUP:** Both stickers will be provided in Photoshop or TIFF format with hard copy for reference.

**FILM:** By vendor if/as needed from provided electronic files.

**PROOFS:** Printer to provide color hard copy proofs of both stickers to Attn: Pamela Riel, NH Fish & Game Dept., 11 Hazen Drive, Concord, NH 03301. Phone (603) 271-1735.

**PRINTING:** Scenario A bids: **Screen printing required**, using sunfast inks. Ink colors will be as follows:

FISHNH Sticker: 3/0 in black plus PMS 381 and PMS 311. Full bleed format. The large letters have drop shadows with gradient.

HUNTNH Sticker: 3/0 in black plus PMS 356 and PMS 1585. Full bleed format. The large letters have drop shadows with gradient.

Scenario B bids: choice of printing/coating/laminating method at vendor's discretion, provided stickers last well and in good condition on the bumper without significant fading for a minimum of 2 years. Same imaging as given above under Scenario A.

**BINDING & FINISHING:** Deliver both sticker styles in sheet form, trimmed for full bleeds at 10" x 3" finished size, with the liner kiss-cut to facilitate peel-off.

**PACKING:** Shrink-wrap all stickers in 100's. Pack the two sticker versions in separate cartons weighing no more than 35 lbs each. Mark contents clearly on the outside of each carton.

**DELIVERY:** Deliver or ship both items FOB Destination to NH Fish & Game Dept., 11 Hazen Drive, Concord, NH 03301.

Bid amount must include delivery.

**SAMPLES:** Send 10 finished samples of each sticker to Attn: Dan Ostroth, NH Bureau of Graphic Services, 12 Hills Ave., Concord, NH 03301.

**SCHEDULE:** Project files ready upon award of bid. Delivery required by May 30, 2012. Ability to meet this date will be a qualifying factor in the award of this bid. Please quote turnaround as indicated on the "Vendor's Bid Proposal" page.

**MAKE BID ON NEXT PAGE**

NEW HAMPSHIRE BUREAU OF GRAPHIC SERVICES

REQUEST FOR BID

Project #1386-12: FISHNH and HUNTNH Bumper Stickers / NH Fish & Game

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 printing plates or commonly used standard cutting dies.

**Proposed Pricing:** Vendors may bid on either or both longevity scenarios. Upon reviewing bid results, NH Fish & Game will decide which scenario they want. Bid award will be made to the lowest qualified bidder on the chosen scenario.

Prices must be in U.S. dollars, less federal excise tax, and must include delivery.  
Underrun/overrun not to exceed 5% on any quantity.

**Enter Bids Here for "Scenario A" 5-Year Stickers (Scenario B table is on next page):**

On 10,000 each of two stickers:

Price per M: \_\_\_\_\_ x 10 M = \_\_\_\_\_ x 2 = \_\_\_\_\_ Total

On 15,000 each of two stickers:

Price per M: \_\_\_\_\_ x 15 M = \_\_\_\_\_ x 2 = \_\_\_\_\_ Total

On 20,000 each of two stickers:

Price per M: \_\_\_\_\_ x 20 M = \_\_\_\_\_ x 2 = \_\_\_\_\_ Total

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

Able to meet May 30, 2012 delivery? \_\_\_\_\_

**Proposed Stock:** \_\_\_\_\_

**Vendor:** \_\_\_\_\_

**Enter Bids Here for "Scenario B" 2-Year Stickers:**

On 10,000 each of two stickers:

Price per M: \_\_\_\_\_ x 10 M = \_\_\_\_\_ x 2 = \_\_\_\_\_ Total

On 15,000 each of two stickers:

Price per M: \_\_\_\_\_ x 15 M = \_\_\_\_\_ x 2 = \_\_\_\_\_ Total

On 20,000 each of two stickers:

Price per M: \_\_\_\_\_ x 20 M = \_\_\_\_\_ x 2 = \_\_\_\_\_ Total

**Printing Method:** \_\_\_\_\_

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

Able to meet May 30, 2012 delivery? \_\_\_\_\_

**Proposed Stock:** \_\_\_\_\_

\* \* \* \* \*

**Additional Vendor Comments (Either Scenario):** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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