

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

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

Bid Transmittal From (company name & address):

Re: Bid Title: **RT 213 IFTA Decals for 2013**  
Bid Number: **0289-13**  
Bid Opening Date: **August 28, 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 #0289-13, "RT 213: IFTA Decals for 2013."** 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 **August 28, 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.

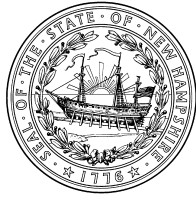
**14. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given below.

**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 #0289-13

PROJECT SPECIFICATIONS

**PROJECT TITLE:** RT 213: I.F.T.A. VALIDATION DECALS FOR 2013

**CLIENT AGENCY:** NH Department of Safety Road Toll Administration

**BID SUBMISSION DEADLINE:** 11:00 a.m. EDT Tuesday, August 28, 2012.

**NARRATIVE:** The State of New Hampshire is a participant in the International Fuel Tax Agreement. This order is for procurement of identification decals utilized for I.F.T.A. for the calendar year 2013.

**QUANTITY:** 15,000 pairs of validation decals. No underrun permitted. Overrun may not exceed one percent (1%).

**SIZE/FORMAT:** These are pressure sensitive vehicle stickers designed for outside application, outside view, like a bumper sticker. Size of a pair will be 3" x 6", consisting of two 3" x 3" decals, side by side on a single 3" x 6" liner with a kiss-cut between them (through the face stock only). Printing on the face will be in PMS 299C plus black numbering with overall clear liquid overlamination; printing on the liner will be in black.

**STOCK:** The decals shall be made of white pressure-sensitive "VOID" mylar, suitable for application to the exterior surface of a motor vehicle, and having sufficient durability, weather-resistance and adhesive strength for a minimum installed service life of 18 months. If an attempt is made to remove the decal, the word "VOID" shall appear prominently both in the sticker and on the surface from which it was removed.

The clear-coated surface shall be sufficiently solvent-resistant to permit cleaning with agents such as ammonia and ammonia-based glass cleaners, Varnish Maker's & Painter's (VM&P) naphtha, mineral spirits, turpentine or other solvents commonly used on commercial vehicle finishes. Rinsed and dried, the surface shall show no appreciable change following cleaning when compared to a new clean decal.

The decal material shall have a pressure sensitive adhesive, correct for the purpose, that is applied without the necessity of additional adhesive coats on the decal or application surface, nor use of a water solvent or other wetting agent for activation, nor use of any heating techniques. The adhesive must be able to be successfully applied to a clean and dry vehicle surface at temperatures down to -10° F (-23° C).

The pressure sensitive adhesive shall be covered by a liner which shall protect the adhesive side of the decal until ready for application, and which can be easily peeled away from the face stock without tearing and without soaking in water or other solvent.

Permanent adhesion of the decal must be obtainable on any of the following types of surfaces: previously applied decals, base metal or painted metal, painted wood, fiberglass, vitreous enamel, plastic, or any other common vehicle surface. The adhesive shall have no staining effect on the application surface.

SPECIFICATIONS CONTINUE ON NEXT PAGE

SPECIFICATIONS PAGE 2, PROJECT #0289-13: IFTA DECALS FOR 2013

**STOCK (cont'd):**

After forty-eight hours of aging at 75° F from time of application, the adhesive bond shall be tough enough to resist scuffing and marring under normal conditions and elastic enough at low temperatures to resist shocking off without appreciable effort. Stickers shall also be resistant to mildew.

**DESIGN:**

None by vendor.

**COMPOSING:**

Printer must compose layout as needed per the following instructions and illustrations (shown here at reduced size). Upon completion of project, the electronic files created for this project shall be provided in their native software format, complete and editable for use in future years, to NH Dept. of Safety. Send or deliver files to: Attn: Bonnie Goudreau, NH Dept. of Safety Warehouse, 41 Hazen Drive, Concord, NH 03305. Phone (603) 271-1065. E-mail [Bonita.Goudreau@dos.nh.gov](mailto:Bonita.Goudreau@dos.nh.gov) .



1. Apply to clean, smooth, wax-free surface at moderate temperature.
2. REMOVE PREVIOUS YEAR'S DECAL BEFORE AFFIXING.
3. Peel decal from paper backing by bending backwards at center and lifting edge.
4. Position decal on surface and rub firmly.

**PLACEMENT OF DECALS**  
Each licensee will be issued two identification decals for each qualified vehicle in its fleet. The decals must be placed on the exterior portion of BOTH SIDES of the cab. Do not place IFTA decals on windows, mirrors, tanks, or vents. Failure to display the identification decals in the required locations or to carry a temporary permit may subject the vehicle operator to the purchase of a trip permit, a citation, or both. Upon cancellation, all decals shall be destroyed or returned to the base jurisdiction. Decals shall not be transferred between motor vehicles without authorization from the base jurisdiction. Upon renewal, decals may be put on vehicles December 1<sup>st</sup> of current year.  
**DECALS TO BE PLACED ON VEHICLES TRAVELING INTO IFTA MEMBER JURISDICTIONS.**

The letters "I F T A" are to be 3/4" high (1.88 cm), reversed out of a solid-print background, in 72 pt. Arial Black, showing in the white of the label face stock. These letters shall be arranged diagonally from the upper left to the lower right corner, with the letter "I" located in the upper left hand corner and the letter "A" in the lower right hand corner.

An outline of the shape of the State of New Hampshire shall be reversed out of the center of the solid-color background, appearing as white.

The letters "NH" shall appear in the lower left corner, and the numerals "13" shall appear in the upper right corner, both reversed out of a solid-print background in 36 pt. Arial Black, appearing as white.

The solid print background shall stop short of bleeding off the edges, forming a 1/8" unprinted (white) border around all edges of the decal.

**SPECIFICATIONS PAGE 3, PROJECT #0289-13: IFTA DECALS FOR 2013**

**PROOFS:**

Printer must provide a hard copy proof of both the front and the back, shown at correct size and correct color (or with a color chip for verification), for approval prior to printing.

Send or deliver proofs to: Attn: Bonnie Goudreau, NH Dept of Safety Warehouse, 41 Hazen Drive, Concord, NH 03305. Phone (603) 223-8085. Mark outside of envelope with "RT 213: IFTA Decal Proof".

No production run may be made until all aspects of the proofs have been approved by the New Hampshire Department of Safety Road Toll Bureau.

**PRINTING:**

1/1 with Pantone 299C on the face and black on the liner. At printer's discretion, a clear liquid over-lamination may be applied on top of the printed and numbered face material to protect and enhance the durability of the imaging. Product must last well and in good condition for a minimum of 18 months installed. Such a coating is strongly recommended unless the decals will be screen printed. Bid amount must include any coatings proposed.

The quality of ink must be comparable or superior to TW-brand 8000 series screen printing ink. All inks shall have strong ultraviolet resistance and dense pigmentation to prevent fading; shall be recommended by the stock manufacturer as providing adequate weather, fade and wear resistance; and must provide guaranteed fade resistance for a period of eighteen (18) months.

Any substantial fading of color, cracking, blistering or other deterioration of the printed image within the expected 18 month service life will be considered an event of default and will trigger activation of the "Latent Defects" provision detailed below.

**NUMBERING:**

Vendor shall print a five-digit serial number in black within the white box at bottom center of each decal face. Both decals on a pair shall have the same serial number.

Sunfast, indelible black ink shall be used for the serial numbers. The serial numbers are to be printed in 18 point type.

All decal pairs shall be consecutively numbered in accurate sequence, beginning with 00001 (five digit only), with leading zeroes printed, for the total quantity produced. NO SKIPS OR DUPLICATES ARE PERMITTED.

The presence of any skips or duplicates in the numbering sequence will be considered an event of default, and vendor may be held responsible under the "Latent Defects" section of these specifications.

**CLEAR-COAT:**

If needed to provide 18-month installed longevity on the vehicle, a clear liquid over-laminate shall be applied to the face stock after all printing and numbering is complete. The protective clear coat utilized (Coating Clear U10V or R101 or equivalent) shall be recommended by the manufacturer of the decal material and must be compatible with the printing and numbering inks. The dry thickness of this clear coat shall be a minimum of .0004 inches (.4mil). It must remain clear, without yellowing, and must adhere well and provide surface protection under exposure to outdoor elements for a service period of eighteen (18) months, as well as providing a compatible surface for direct application of additional decals.

**FINISHING:**

Kiss cut: make a kiss cut through the face stock to divide it into the two 3" x 3" decals of the pair. These shall remain joined on their common liner until the time of application to a vehicle.

Trimming: trim decal pairs to 6" x 3" size.

**FINISHING (cont'd):** The kiss cut and the outer edge trimming should be done with care to leave a uniform 1/8" white border around all edges when the decals are deployed.

Decal sets shall be free from ragged edges, cracks and blisters. The adhesive may not exude from the edges of the decals and shall not cause sticking or blocking of the decal stack. Decals shall not become stuck together during printing, cutting, handling or while packaged in shipment, storage or distribution.

**PACKAGING:** Pack decals in cartons of 500 pairs each, in numerical order with the lowest serial number on top for lowest-first usage. Cartons should not weigh more than 40 lbs. each.

Cartons must be clearly marked with form name, form number, quantity, and serial numbers contained in that carton. They should also be clearly marked with the words "STORE IN A COOL, DRY PLACE."

If shipped on pallets, the cartons must be arranged on the pallet to facilitate easy use in consecutive numerical order, lowest numbers first. Pallet loads must be able to fit into a storage bay 40" wide, 48" deep and 54" high.

**DELIVERY:** 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).

**SAMPLE WITH BID:** Bidders must provide with their bid one (1) complete numbered sample of a similar decal that they have produced in their facility, as evidence of material and quality. Samples of the proposed stock must also be provided. All materials are subject to approval by the Department of Safety and may be rejected if found to be inconsistent in durability, application or usage.

**SCHEDULE:** A full order delivery of 15,000 decals is required by September 21, 2012. Ability to meet this date will be a qualifying factor in the award of this project. Please quote turnaround as indicated on the "Vendor's Bid Proposal" page.

**STORAGE:** If the materials used in the manufacturing of the decals have special storage requirements such as temperature and humidity controls, contractor will ensure that these special requirements are met and maintained while product is in their custody.

**PRODUCT DURABILITY:** Decal performance life must be at least eighteen (18) months under service conditions. Any noticeable fading of the printing or numbering inks, any loss of adhesive properties, and/or any "blocking" of decals stacks prior to the expiration of this period shall be cause for the State to apply the "Latent Defects" section of these specifications (see below).

**LATENT DEFECTS PROVISION:** In the event that defects become apparent in the supplied product, either before or at any time after delivery has been accepted, Dept. of Safety shall have recourse to: 1) reject delivery; 2) require vendor to replace the faulty product with sound product; 3) absent satisfactory remediation by the vendor within a time period not exceeding 30 calendar days after the notification of defect, Dept. of Safety may cancel the contract and surcharge the vendor for the cost of procuring satisfactory product elsewhere.

**SECURITY:** In bidding, vendor guarantees to the State that only one pair of decals will be produced for each serial number contained in this order. Vendor further guarantees that all copies of decals shall be accounted for and either delivered to the State or, in the case of misprinted or mutilated decals, securely and irrevocably destroyed. Vendor further agrees to control and account for any and all unused decal stock that may have potential for unauthorized use.



**SPECIFICATIONS PAGE 5, PROJECT #0289-13: IFTA DECALS FOR 2013**

**PROMOTIONS:**

Promotional use by contractor or subcontractor of any material incorporating these specifications and designs is expressly prohibited without written authorization from the New Hampshire Road Toll Bureau. Authorization requests must be made in writing, and must indicate the proposed quantity and distribution in list form. Any unauthorized use of material incorporating these specifications and design will constitute a breach of contract.

**MAKE BID ON NEXT PAGE**

REQUEST FOR BID

Project #0289-13: RT 213: IFTA Validation Decals for 2013 / 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:** (Prices must be in U.S. dollars, less federal excise tax, and must include delivery.)

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

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

Able to meet delivery by September 21, 2012? \_\_\_\_\_

**Proposed Stock:**

**Additional Vendor Comments:** \_\_\_\_\_