

Community College System of NH  
26 College Dr  
Concord NH 03301

Date: February 17, 2013

Bid No.: NCC13-03

Bid Submission Due: March 18, 2013

Time Bid Submission Due By: 1:00 PM EST

PLEASE DIRECT ANY QUESTIONS REGARDING THIS BID TO: KIMBERLY BRENT

TEL. NO: (603) 230-3540

YOU MAY:

FAX YOUR BID TO: 603- 271-2725

MAIL YOUR BID TO: Kimberly Brent, CCSNH, 26 College Dr, Concord NH 03301

EMAIL YOUR BID TO: [purchasing@ccsnh.edu](mailto:purchasing@ccsnh.edu)

**BID INVITATION FOR: SUMMER 2013 COURSE MAILER**

Unless specifically amended or deleted by the Community College System of New Hampshire – Nashua Community College, 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 and the rules promulgated thereunder, and constitutes a firm and binding offer. A bid may not be withdrawn unless permission is obtained from the Community College System of NH (CCSNH.)

Bids may be issued only by the Community College System of NH 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 CCSNH. Demonstration units shall not be offered to the CCSNH as new equipment.

**BIDS.** Bids must be received at Nashua Community College 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 that are not complete or unsigned will not be considered.

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 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. Vendors shall be notified in writing if any changes to the 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.

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 priced, 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.

**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 Community College System of NH – Nashua Community College under this contract if so requested by the State of New Hampshire.

**FEDERAL FUNDS.** The Community College System of NH shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the Federal Procurement Standards.

**CCSNH'S OPTIONS:** The Community College System of NH – Nashua Community College 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 CCSNH, 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 Community College System of NH shall incur no liability of any kind.

**SPECIFICATION COMPLIANCE.** The responding vendor may be required to supply proof of compliance with bid specifications. When requested, the responding vendor must immediately supply the Community College System of NH- Nashua Community College with certified test results or certificates of compliance. Where none are available, the CCSNH- Nashua Community College 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 Community College System of NH – Nashua Community College 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.

**OFFER.** The undersigned hereby offers to sell to the Community College System of NH – Nashua Community College 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.:(local)** \_\_\_\_\_ **(Toll free)** \_\_\_\_\_

**Fax#:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

(TYPE OR PRINT NAME)

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

## CONTRACT TERMS AND CONDITIONS

1. The Community College System of NH (CCSNH), engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached CCSNH 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 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 CCSNH - NCC 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 by the RFP and the Contractor's bid. All payments shall be conditioned upon receipt and approval by the CCSNH – NCC, of appropriate vouchers and upon satisfactory performance by the Contractor, as determined by the CCSNH. The payment by the CCSNH 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 CCSNH shall have no other liability to the Contractor.

**5. DELIVERY.** If the vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the CCSNH – Nashua Community College may repurchase similar items from any other source without competitive bidding, and the original vendor may be liable to the CCSNH – NCC for any excess costs.

If a vendor is unable to complete delivery by the date specified, he must contact Nashua Community College. However, the campus 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 receiving campus. Deliveries are not considered accepted until compliance with these rules has been established. CCSNH personnel signatures on shipping documents shall signify only the receipt of shipments.

All deliveries shall be FOB Destination.

**6. INVOICING.** All invoices must show 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 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/CCSNH. 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 CCSNH, or his or her delegee ("Contracting Officer") shall be the CCSNH'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 CCSNH may take any one, or more, or all, of the following actions:

**8.2.1.** give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this agreement and ordering that 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 CCSNH determines the Contractor has cured the Event of Default, shall never be paid to the Contractor, 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 CCSNH 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 CCSNH- NCC may owe to the Contractor any damages the CCSNH – NCC 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 CCSNH – NCC 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 CCSNH to enforce each and all of the provisions hereof upon any further or other default on the part of the Contractor.

**10. VENDOR'S RELATION TO THE CCSNH.** 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 CCSNH. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the CCSNH nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the CCSNH to its employees.

**11. ASSIGNMENT AND SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the CCSNH. No work required by this contract shall be subcontracted without the prior written consent of the CCSNH.

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

**19. 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.

**BID INVITATION FOR:**  
**SUMMER 2013 COURSE MAILER**

**INSTRUCTIONS TO BIDDER:**

Read the entire bid invitation prior to filling it out. Complete the pricing information in the “Offer” section (the unit price is the price for the unit of purchase required by this bid invitation {i.e. each, case, box, etc.}) and all other required information on your offer. The extension is the unit price multiplied by the quantity required by this bid invitation. Also complete the “Bidder Contact Information” section. Finally, complete the company information on the “General Conditions and Instructions” page of this bid invitation, then sign the bid in the space provided on that page.

**BID SUBMITAL:**

All bids must be submitted on this form or an exact copy, must be typed or clearly printed in ink and must be received on or before the date and time specified on page 1 of this bid. Interested parties may submit a bid to the Community College System of NH, 26 College Dr, Concord NH 03301 by email to [purchasing@ccsnh.edu](mailto:purchasing@ccsnh.edu) or if needed, may fax to (603)271-2725. All bids must be clearly marked with bid number, date due and purchasing agent’s name.

The Community College System of NH is not responsible for proposals not received due to equipment failure, mail delays, etc. If you want to ensure your proposal was received please verify by calling Kimberly Brent at (603)230-3540.

**GOVERNING TERMS AND CONDITIONS:**

A responding bid that has been completed and signed by your representative will constitute your company’s acceptance of all CCSNH terms and conditions and will legally obligate your company to these terms and conditions.

A signed response further signifies that any terms and/or conditions that may be or have been submitted by the bidder are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

**PUBLIC DISCLOSURE:**

Any information contained in the bid that a vendor considers confidential must be clearly designated. Marking of the entire bid or entire section of the bid (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision of this bid to the contrary, vendor pricing will be subject to public disclosure upon the effective date of all resulting contracts or purchase orders.

Generally, each bid shall become public information upon the effective date of all resulting contracts or purchase orders; however, to the extent consistent with applicable state and federal law and regulations, as determined by the State, including, but not limited to, RSA Chapter 91-A (Right to Know Law), the State/CCSNH shall endeavor to maintain the confidentiality of portions of the bid that is clearly and properly marked confidential. If a request is made to CCSNH to view portions of a bid that a vendor has properly and clearly marked as confidential, CCSNH will notify vendor of the request and of the date that CCSNH plans to release the records. By submitting a bid, vendors agree that unless the vendor obtains a court order, at its sole expense, enjoining the release of the requested information, CCSNH may release the requested information on the date specified in the CCSNH’s notice without liability to the vendors.

**PURPOSE:**

The purpose of this bid invitation is to establish contract for supplying the Community College System of NH – Nashua Community College with the item(s) indicated in the “Project Specifications” section of this bid invitation, in accordance with the requirements of this bid invitation. This will be a one-time order with delivery required to the location indicated in the F.O.B. section of this bid invitation.

**VENDOR CERTIFICATIONS:**

- The winning bidder must have a completed alternate W-9 on file with the Community College System of NH. If the winning bidder does not have a completed alternate W-9 on file, they will be required to completely fill the alternate W-9 and return to CCSNH before a purchase order will be issued.

**BID INQUIRIES:**

Any questions must be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid. Submissions must clearly identify the Bid Number, the Vendor’s name and address and the name of the person submitting the question.

**CHANGES:**

Any requested changes to this bid invitation by the bidder must be received in writing at Nashua Community College no later than one day prior to the date of the bid opening.

**BID PRICES:**

Bid prices must be in US dollars and must include delivery and all other costs required by this bid invitation. Bid prices should result in prices that are no higher than those charged to the bidder’s best/preferred customer. Special charges, surcharges, or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges **must be built into your bid price** at the time of the bid.

**BID AWARD:**

The award of the bid will be based upon the total net low bid from the listing of the item(s) indicated in the "Project Specifications" section of this bid invitation. If an award is made it will be in total based on this signed Request For Bid.

If upon the award of any bid of multiple items (awarded by line item) it is determined that an order for any particular item would be \$500.00 or less, and said item would be the only item on a purchase order, the state reserves the right to award that item to a bidder already receiving an award for multiple items.

**TERMINATION:**

The Community College System of NH shall have the right to terminate the purchase contract at any time by giving the successful bidder a thirty (30) day written notice.

**F.O.B.:**

The F.O.B. shall be destination to the following delivery point:

**1,000 Copies To:**

Nashua Community College  
Attn: Dawn Kilcrease  
505 Amherst Street  
Nashua, NH 03063

**79,000 (remaining copies) TO:**

Mailways  
10 Bartlett Street  
Allenstown, NH 03275

**REQUISITION NO.:** R0069232

**RETURNED GOODS:**

The successful bidder must resolve all order and invoice discrepancies within five business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. must be picked up by the successful bidder within five business days of notification with no restocking or freight charges, and must be replaced with specified products or the agency will be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed.

**COMMUNITY COLLEGE SYSTEM OF NH**

**NASHUA COMMUNITY COLLEGE**

**REQUEST FOR BID FOR PROJECT #NCC13-03**

**Project Specifications**

**PROJECT TITLE:** Summer 2013 Course Mailer

**BID SUBMISSION DEADLINE:** March 18 at 1:00pm EST

**QUANTITY &**

**FORMAT:** 80,000 copies. No underrun, and overrun may not exceed 2%. 8.25" x 10.75" saddle-stitched booklets. Page count: 16 inside text pages plus a 4-page cover. Printing on the inside text will be black ink. Printing on the cover will be 4/2 (full color with 2 PMS colors).

**STOCK:** Inside Text: White 60 lb. #1 opaque offset text with at least 30% postconsumer waste content, such as Wausau "Exact Opaque White" or similar.

Cover: white 80 gloss text, #2 grade or better, having 10% or more postconsumer waste content, such as Burgo "Chorus Art Gloss" text.

**Note:** According to New Hampshire RSA 21-I:14-a,III, effective May 27, 2001, "uncoated printing and writing paper purchased by or for state agencies shall contain not less than 30% postconsumer waste material and coated printing paper purchased by or for state agencies shall contain not less than 10% postconsumer waste material." 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. Vendors should only offer bids on noncompliant paper if: 1) specifications ask for or allow a less compliant paper, or; 2) vendor is certain that compliance with the above standard is not possible.

**DESIGN:** None by vendor.

**PAGE MAKEUP:** Files created with InDesign (CS2) and uploaded to vendor's FTP site or provided on jumpdrive (vendor's choice.)

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

**PROOFS:** Vendor shall provide: A) one contract-quality color proof of outside cover; B) one set of blueline proofs with color break indications or comparable digital hard copy proofs; C) a proof showing correct construction of brochure. All three forms of proof may be combined into a single document if vendor prefers.

Send or deliver proofs to: Attn: Dawn Kilcrease, Nashua Community College, 505 Amherst Street, Nashua, NH 03063. Phone: (603) 578-8911.

Bid amount must include delivery or shipping of all proofs both to and from Nashua Community College, including by overnight express when required.

**PRINTING:** Cover: 4/2 with full-bleed process color on the outside. Ink coverage may be heavy. Inside text black ink. No bleeds. Sheetfed or heatset web print quality is required; no bids based on cold web production please.

**BINDING &**

**FINISHING:**

Fold, insert text into cover as needed, saddle-stitch with two staples, and trim on three edges to a finished size of 8.25" x 10.75".

**PACKING:**

Some copies will go to Nashua Community College, and the remainder will be sent to a mail distribution center, Mailways.

To Nashua Community College, approximately 1,000 copies are to be packed in cartons weighing no more than 35 lbs. each. Mark contents clearly on the outside of each carton.

The copies sent to the mail distribution center (Mailways), approximately 79,000 are to be bulk-packed on skids or with wrapping and banding to hold everything together. Mark contents clearly on the outside of each pallet-load.

**DELIVERY:**

Bid amount must include all shipping or delivery charges. Ship or deliver to FOB Destination as follows:

Some copies will go to Nashua Community College, and the remainder will be sent to a mail distribution center, Mailways.

To Nashua Community College, approximately 1,000 copies are to be packed in cartons weighing no more than 35 lbs. each. Mark contents clearly on the outside of each carton.

The copies sent to the mail distribution center, approximately 79,000 are to be bulk-packed on skids or with wrapping and banding to hold everything together. Mark contents clearly on the outside of each pallet-load.

**SCHEDULE:**

Project materials ready for vendor by **March 25, 2013**; vendor proof to client, **March 28, 2013**; and finished product to Mailways by **April 10, 2013**.

**MAKE BID ON NEXT PAGE**

**COMMUNITY COLLEGE SYSTEM OF NH**

**NASHUA COMMUNITY COLLEGE**

**REQUEST FOR BID**

**SUMMER 2013 COURSE MAILER**

Project #NCC13-03

VENDOR'S BID PROPOSAL

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

**Contact:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

OWNERSHIP OF MATERIALS: All price proposals shall be based upon subsequent CCSNH – NCC ownership of all master materials for the project, whether provided to or created by the Contractor. These materials are to be returned to the client agency upon completion of project and prior to invoicing, unless arranged otherwise with Nashua Community College. In the case of storage by contractor, materials shall be returned to NCC 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 80 M = \_\_\_\_\_ Total

**Proposed Turnaround:** Working days ARO to proof: \_\_\_\_\_

Working days from approved proof to delivery: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_