GENERAL CONDITIONS AND INSTRUCTIONS:

Conditions apply to this Bid and any resulting Purchase Order or Contract.

MAIL YOUR BID TO:

YOU MAY DIRECT ANY QUESTIONS REGARDING THIS BID TO:

Community College System of NH
26 College Dr
Concord NH 03301

FAX: 603-271-2725
EMAIL: purchasing@ccsnh.edu
MAIL: CCSNH, 26 College Dr, Concord, NH 03301

BID INVITATION FOR: NHTI DCE MAILER

Unless specifically amended or deleted by the Community College System of New Hampshire – NHTI, Concord’s 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 A bid may not be withdrawn unless permission is obtained from the Community College System of NH (CCSNH).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 the NHTI, Concord’s 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 – NHTI, Concord’s 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 – NHTI, Concord’s 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 is required to supply proof of compliance with bid specifications. When requested, the responding vendor must immediately supply the Community College System of NH - NHTI, Concord’s Community College with certified test results or certificates of compliance. Where none are available, the CCSNH - NHTI, Concord’s 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 – NHTI, Concord’s 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 – NHTI, Concord’s 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 - NHTI, Concord’s Community College 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 – NHTI, Concord’s Community College, 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 – NHTI, Concord’s Community College may repurchase similar items from any other source without competitive bidding, and the original vendor may be liable to the CCSNH – NHTI, Concord’s Community College for any excess costs.

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.

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 that 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 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- NHTI, Concord’s Community College may owe to the Contractor any damages the CCSNH – NHTI, Concord’s Community College 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 – NHTI, Concord’s Community College 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.
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 or by email to purchasing@ccsnh.edu or if needed, may fax to (603)271-2725. All bids must be clearly marked with bid number, and date due.

The Community College System of NH – NHTI, Concord’s Community College 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 State of New Hampshire/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 – NHTI, Concord’s 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 the Community College System of NH no later than one day prior to the date of the bid opening.

**ADDENDUM:**
In the event it becomes necessary to add or revise any part of this bid prior to the schedules submittal date, CCSNH will post on our website any addenda. Before your submission, always check the site for any addenda or other materials that may have been issued affecting the bid. The website address is [www.ccsnh.edu/open-bids](http://www.ccsnh.edu/open-bids)

**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.

**BID RESULTS:**
Bid results may be viewed when available, once the award has been made, on our web site only at: [www.ccsnh.edu/closed-bids](http://www.ccsnh.edu/closed-bids)

For vendors wishing to attend the bid opening. **only the names of the Vendors submitting responses will be made public.**

**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:

```
NHTI, Concord’s Community College
1 Institute Dr
Concord NH 03301
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**REQUISITION NO.:** DCE Mailer

**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.
Project Specifications

PROJECT TITLE: Three Issues of NHTI DCE Mailer

CLIENT AGENCY: NHTI, Concord’s Community College

BID SUBMISSION DEADLINE: June 23, 2015 by 1:00 PM EST

QUANTITY & FORMAT: 225,000 copies each of three issues. Underrun/overrun not to exceed 2% on any issue. Each issue will be using 13.75” x 22” flat sheets, printed 4/4 in process color and quarter folded to 6.875” x 11” finished size.

Item one Fall 2015 issue: 225,000, 3 flat sheets (total of 12 pages)

Item two Spring 2016 issue: 225,000, 3 flat sheets (total of 12 pages)

Item three Summer 2016 issue: 225,000, 2 flat sheets (total of 8 pages)

STOCK: Self cover 50# bright white (Abitibi, or comparable paper. Must state paper in the Paper Stock section of the Bid Invitation below), interior pages 35# 80 bright white

Memo of understanding regarding paper price increases:

Since this contract involves the use of a substantial amount of paper for each issue, and paper prices may change over the life of the contract, the following provisions are hereby agreed to by NHTI and all bidders who sign this contract:

1) It is assumed the contractor will buy the paper for each issue on a just-in-time basis rather than buying paper for all issues at contract inception and storing it until needed. It is also recognized that the price of paper may be different at the time of purchase for later issues of this contract than it was at the time of the bid.

2) Vendor’s bid amount shall be based on paper prices current at the time of the bid and shall be in effect for the printing of the first issue of the contract. However on the 2nd issue, the contractor may adjust their price per issue if there has been a significant change in the price of the required paper.

3) Vendor will not increase the per-issue price more than is strictly necessary to exactly cover the increased paper costs levied upon vendor by its paper supplier. Vendor will provide client with documentation to show that any rate increases do not exceed the level required to just offset paper price increases.

4) Vendor will communicate conscientiously and in a timely way with NHTI, Concord’s Community College to give fair notice when the price of an issue will go up due to paper cost increases. Vendor will not print at increased rates without having first provided a written quotation of revised pricing and received approval on the new price from NHTI. Contact person at NHTI is Chris Metcalf (603) 271-6484 x4258.

5) If the price of paper should go down, vendor will reduce their charges to NHTI correspondingly in the same manner as described above for increases.

DESIGN: All issues: none by vendor.

PAGE MAKEUP: All issues: provided in Adobe InDesign CC (PC files, vendor must be able to use PC InDesign platform files) files with hard copy for reference. All project materials are the property of NHTI and must be returned upon completion of each issue and prior to invoicing. Return to Attn: Chris Metcalf, NHTI, Concord’s Community College, 31 College Drive, Concord, NH 03301. Phone (603) 271-6484 x4258.

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

PROOFS: For each issue, vendor must provide one contract-quality color proof. Send or deliver all proofs to Attn: Chris Metcalf, NHTI, Concord’s Community College, 31 College Drive, Concord, NH 03301. Phone (603) 271-6484 x4258.

PRINTING: 4/4 in process color with heavy ink coverage and no bleeds.

SPECIFICATIONS CONTINUED ON NEXT PAGE
BINDING & FINISHING: Quarter fold, no trim

PACKING: Pack each issue for shipment to multiple locations as indicated in “DELIVERY” below. Mark contents with Fall 2015 DCE Mailer, Spring 2016 DCE Mailer or Summer 2016 DCE Mailer respectively, clearly on the outside of each carton or pallet-load. Bulk pack the smaller shipment in cartons and the larger shipments on pallets with bands, gaylords, polywrap, etc., to hold everything together.

DELIVERY: Bid amount to include delivery or shipping. Deliver or ship to the following:
500 to NHTI Receiving, NHTI, Concord’s Community College, 1 Institute Drive, Concord, NH 03301
224,500 to Mailways, 10 Bartlett St., Allenstown, NH 03275

INVOICING: Vendor may invoice on a per-issue, bill-as-shipped basis. Overrun billing not to exceed 2% on any issue.

SCHEDULE:

<table>
<thead>
<tr>
<th>ISSUE</th>
<th>FILES TO PRINTER</th>
<th>REQUIRED</th>
</tr>
</thead>
<tbody>
<tr>
<td>DELIVERY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item one Fall 2015</td>
<td>July 7, 2015</td>
<td>10 Working Days</td>
</tr>
<tr>
<td>Item two Spring 2016</td>
<td>October 26, 2015</td>
<td>10 Working Days</td>
</tr>
<tr>
<td>Item three Summer 2016</td>
<td>March 24, 2016</td>
<td>10 Working Days</td>
</tr>
</tbody>
</table>

SCHEDULE (cont’d): Requested turnaround is 10 working days after receipt of files. NHTI will render a decision on the proofs on the same day they receive them.

Vendor to quote working days from receipt of project materials to proof and from approved proof to delivery. Ability to meet a 10-working-day total turnaround schedule will be a consideration in the award of this bid.

MAKE BID ON NEXT PAGE
NHTI – CONCORD’S COMMUNITY COLLEGE

BID INVITATION

Project: Three Issues of NHTI DCE Newspaper Inserts

VENDOR’S BID PROPOSAL

Vendor Name: ________________________________________________________________

Contact: __________________________________________ Phone: ___________________

Proposed Pricing: Prices must include delivery or shipping. No underrun/overrun on any issue. Price per issue on the 2nd and 3rd issue may be minimally modified to reflect paper price increases; see Memo of Understanding in the “STOCK” specifications.

Item one Fall 2015 Issue (3 flat sheets, 12 finished pages):
Price per M: $______________ x 225 M/issue = $______________________

Item two Spring 2016 Issue (3 flat sheets, 12 finished pages):
Price per M: $______________ x 225 M/issue = $______________________

Item three Summer 2016 Issue (2 flat sheets, 8 finished pages):
Price per M: $______________ x 225 M/issue = $______________________

Grand Total: __________________________________________

Proposed Turnaround: (Note: Ability to meet a 10-working-day total turnaround schedule will be a consideration in the award of this bid.)

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

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

____________________________________________________________________________

Additional Vendor Comments: ____________________________________________________

____________________________________________________________________________

Important Notice: All project materials except printing plates and standard cutting dies (e.g., manuscripts, mockups, mechanicals, photos, art, disks, scans or other digitally stored files, negatives, flats, custom cutting dies), whether provided by the client NHTI, Concord’s Community College or created by the vendor, become the property of the client Agency and are to be returned to that Agency upon completion of the project and prior to invoicing unless arranged otherwise with that Agency. In the case of storage by vendor, project materials must be returned to the Agency without charge whenever requested for purposes of competitive re-bidding or use by another contractor. It is hereby understood that all price proposals are based upon subsequent client ownership of these materials.