



STATE OF NEW HAMPSHIRE

BUREAU OF GRAPHIC SERVICES

PRINTING PROJECT REQUEST FOR BID

BID NUMBER: 240315

BID TITLE: TDMV 23: Application for Certificate of Title (Rev 12/19)

CLIENT: NH Department of Safety

SUBMISSION DEADLINE: 11:00 a.m. EST Wednesday, September 20, 2023

SUBMIT BIDS BY E-MAIL TO: Printing.Bids@das.nh.gov

Contents

Cover Page	1
Instructions for Correct Bid Submission	2
Additional Information About Bids and Bid Submission	3 - 5
Bid Transmittal Letter	6
Contract Language: General Conditions and Instructions	7
Contract Language: Contract Terms and Conditions	8- 9
Bid Specifications	10 -13
Vendor's Bid Proposal Page	14

INSTRUCTIONS FOR CORRECT BID SUBMISSION

- 1) **REQUIRED DOCUMENTS IN A BID SUBMISSION** – In order to submit a bid that we can consider, your bid must consist of these two items:
 - A copy of the “State of New Hampshire Bid Transmittal Letter” found on page 6 of this bid document, signed by a company representative who has authority to do so.
 - A copy of the “Vendor’s Bid Proposal” page with the requested information filled out. This form is found after the specifications.
- 2) **PUT A PROPER SIGNATURE ON THE “STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER”** – This form must be submitted with your bid, signed by an official of your company who has the authority to obligate the company in a binding contract, usually a senior officer of the company. The signature certifies that your company agrees to be contractually bound by all our terms and conditions and project specifications in the event that we award you the project. Notarization is not required with the initial bid submission.
- 3) **NOTARIZATION OF THE SIGNATURE ON THE BID TRANSMITTAL LETTER** – If you have the low bid and the client wishes to proceed with an award, we will contact you and ask you to re-do the bid transmittal letter in the presence of a notary so that the signature can be notarized. Notarization is only required of the winning bidder, after receipt of notification from us.
- 4) **SUBMIT YOUR BID ON OUR FORM** – Your bid offer must be made on the form found on our “Vendor’s Bid Offer” page. A house quote sheet may be appended if you wish, but will not be accepted in place of our bid offer form.
- 5) **SUBMIT YOUR BID ON TIME** – The date and time given for the submission deadline is a hard and fast cutoff. Bids arriving late will be disqualified.
- 6) **DO NOT STIPULATE TERMS AND CONDITIONS** – Bids that stipulate any additions, deletions or changes to our terms and conditions will not be accepted.
- 7) **BID ON THE SPECIFICATIONS** – Only a bid that offers to meet or exceed the specifications set forth in the full bid document can receive an award. Bids that do not comply fully with all aspects of the specifications are subject to disqualification.
- 8) **ALTERNATE BIDS** – We welcome suggestions of cost-saving alternate constructions, but we cannot accept any alternate proposal without first publishing an addendum or doing a re-bid to give all bidders the same opportunity. If you have a proposal for a cost-saving alternate construction that you think we might want to consider, you should contact us about it as soon as possible in advance of the bid submission deadline. We will give it due consideration. Meanwhile, against the possibility that your suggestion may not be adopted, you should submit a bid that is fully compliant with the original specifications.
- 9) **STATE OF NEW HAMPSHIRE VENDOR APPLICATION** – Any vendor may submit a bid, but in order to receive a contract award, you must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. There is no fee to file the required forms. See the following website for information on obtaining and filing a vendor application: <https://das.nh.gov/purchasing/vendorresources.aspx>. If you need assistance, call (603) 271-3147 or write to PRCH.WEB@das.nh.gov .

ADDITIONAL INFORMATION ABOUT BIDS AND BID SUBMISSION

- 1) **HOW OUR BIDDING WORKS** – Bids are kept confidential until the submission deadline. The lowest qualified bid takes the order, assuming all things work out and an award is made. There is no second-round opportunity to sway the award decision by making an improved offer after first-round results are known.
- 2) **NO PREFERENCES** – State of New Hampshire procurement policies generally do not allow any vendor to receive preferential treatment for any reason. Bid awards are made simply on the basis of lowest delivered price from a qualified bidder. That means that in-state businesses, women-owned businesses, minority-owned businesses, veteran-owned businesses, and businesses that have a favorable past performance record with the State or elsewhere are on equal footing with all other competitors. The only exception would be in the case of a tied bid, as described below.
- 3) **TIED BIDS** – In the case of an exact tie, if one of the tied bidders is a New Hampshire business and the other(s) are from another state, then the tie will be automatically decided in favor of the in-State bidder. If the tie is between two or more New Hampshire businesses, or between two or more out-of-state bidders, then the tie will be decided by a coin toss.
- 4) **BROKERING/SUBCONTRACTING** – Brokering or subcontracting for print or bindery services is generally allowed on most State of New Hampshire print work and may be assumed to be allowed unless the bid specifications explicitly prohibit it.

In any case where the State's Contractor is brokering or subcontracting, that Contractor shall be solely and fully responsible to the State to meet all terms and conditions, specifications, deadlines and reasonable product quality expectations for the contract, the same as if they were producing the entire job themselves. The Contractor shall also handle all communication, coordination, transportation, accountability and financial arrangements with its subcontractors; the State shall not have to deal with any subcontractor at any time for any reason.

- 5) **APPROVED BID TRANSMISSION METHODS** – E-mail is now the preferred method of bid submission. Send bids to Printing.Bids@das.nh.gov. If necessary, bids may also be faxed, hand-delivered, or sent by common carrier. A hard copy bid is only required of the winning bidder, upon notification, so that we have "live" signatures and notarization on the bid transmittal letter on which the award is based.
- 6) **LATE BIDS** – The date and time indicated as the submission deadline is the cutoff for submitting a bid. Bids that reach us after the cutoff time will be disqualified. This includes late bid arrivals caused by couriers stuck in traffic jams, lost mail, slow mail or common carrier, fax bids delayed by busy telephone lines, delayed or sidetracked e-mail or other technical glitches outside our control. If there is a discrepancy between our fax machine's date and time stamp and yours, ours prevails.
- 7) **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 submission deadline. Interested parties may attend these openings and hear the prices offered.
- 8) **TENTATIVE BID AWARD DETERMINATION** – Upon opening and reviewing all bids, we will identify the apparent lowest qualified bidder. If there are any questions that need to be resolved in order to make this determination, we may contact one or more of the bidders to request a clarification of their offer(s). This process may take some time beyond the bid opening to complete.

- 9) **CONTRACT AWARD** – Upon completing the bid opening and any required followup to accurately determine the lowest qualified bid, we contact the client agency for approval to award the contract at the indicated price. The agency may elect to award the order as originally bid, but it also has the option to cancel the order or request a re-bid with changed specs, as best suits their purposes and budget. If they choose to go ahead with the project as bid, we will issue a purchase order.
- 10) **PURCHASE ORDER** – Our issuance of a State of NH purchase order establishes the contract and officially certifies to the recipient that they have been contracted and may begin chargeable work with full confidence of remuneration. If a vendor incurs costs by performing work or buying materials for a State of NH project before our purchase order has been issued to them, they do so at their own risk. In the event that the purchase order does not get issued for some reason, such costs will go uncompensated. The State of New Hampshire does not expect vendors to take this risk.
- 11) **RIGHT TO CANCEL A BID** – The State reserves the right to cancel a bid at any time. Neither initiating nor completing an RFB process obligates the State in any way to make a purchase. In the event a bid is canceled after completion of bidding, no bid summary will be posted for the project.
- 12) **BID RESULTS** – Bid results will not be given over the telephone. After we have issued a purchase order for the contract, we will post a bid summary at our bid website. When ready, the bid summary may be found online as follows:

- A. Go to: <https://das.nh.gov/purchasing/bidscontracts/bids.aspx>
- B. Type the bid number in the “Search by Bid #” field, then click on “Search”.
- C. The bid listing is displayed. In the “Status/Bid Results” column, click on “Awarded”. This will be a link to the bid summary for the project (links are deactivated in the example below but they are live at the bid website).

Description	Bid #	Attachments	Addendum	Closing Date	Closing Time	Status/Bid Results	Contact	Commodity Category
GRAPHICS: NH Highway Map	Bid Graphics 1126-19			3/8/2019	11:00am	Awarded	Ostroth, Daniel	PRINTING AND TYPESETTING SERVI...

- D. A page opens listing all the bidders and their offers. These will be listed in order from lowest to highest with the first being the winner. You can view, save as PDF or print this document.
- E. The bid summary document remains permanently available at this location and can be accessed much later to inform bidding strategy in the event the project comes to bid again for a reprint.

PUBLIC DISCLOSURE OF BID INFORMATION

DURING THE OPEN BIDDING PERIOD – Notwithstanding the State of NH's Right to Know Law, RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff concerning specific responses to this bid invitation from the time this bid is published until the closing date for responses.

FROM BID CLOSING TO AWARD – The time from the closing date of the bid until the award is made is considered "quiet time." Bidders may not discuss their bid or anything specifically pertaining to the bid with any State entity other than personnel from the Bureau of Graphic Services. If found in violation of this part, the bidder shall be deemed non-compliant and will no longer be allowed to proceed in the award process.

AFTER AWARD -- Generally, the full contents of any bid or proposal (including all materials submitted in connection with it, such as attachments, exhibits and addenda) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning bids, including but not limited to pricing or scoring, is generally available to the public even before this time, in accordance with the provisions of RSA 21-G: 37. However, to the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, RSA Chapter 91-A (the "Right to Know" Law), the State will, after completion of final negotiations with the selected vendor, attempt to maintain the confidentiality of portions of a bid or proposal that are clearly and properly marked by a Vendor as confidential.

CONFIDENTIALITY MARKING – Vendors' price proposals are subject to public disclosure regardless of whether or not they have been marked as confidential. Any information other than price contained in or connected to a bid or proposal that a Vendor considers confidential must be clearly designated in the following manner:

1. If the Vendor considers any portion of a submission to be confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions to be regarded as confidential by blacking them out, and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential." Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is *not* acceptable.
2. Together with the completely separate redacted copy of the bid submission, the bidder must also provide an accompanying letter stating the rationale for each item that they are designating as confidential. This letter must specifically state why and under what legal authority each redaction has been made.
3. Marking an entire bid, proposal, attachment or full sections thereof as confidential without taking into consideration the public's right to know will neither be accepted nor honored by the State.

HANDLING OF DISCLOSURE REQUESTS IF MARKED If the State receives a request to disclose information in a bid containing portions that have been marked as confidential, the State is not obligated to comply with the Bidder's designations regarding confidentiality. The State will assess what information it believes is subject to release. It will then notify the Bidder that the disclosure request has been made; will indicate which, if any, portions of the proposal or related material will not be released; and it will tell the Bidder the planned date of release to the requestor. The State may release the information it considers subject to release on the date specified in the notification without any liability to the Bidder unless the Bidder obtains and provides to the State a court order enjoining the release of the requested information. Such court order would be at the Bidder's own sole expense, must be valid and enforceable in the State of New Hampshire, and must be received by the State prior to the specified release date.

HANDLING OF DISCLOSURE REQUESTS IF IMPROPERLY MARKED – Redacted submissions which do not include a letter specifying the rationale for each redaction, or which fail to designate redactions in the manner required by the above instructions, or which include redactions that are contrary to these instructions or to operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. It is specifically understood and agreed that the Vendor waives any claim of confidentiality over any portion of a bid or proposal that is not marked as indicated above, and that unmarked or improperly marked submissions may be disseminated to any person or online without limitation.

HANDLING OF DISCLOSURE REQUESTS IF NOT MARKED – If a request is made to the State by any person or entity to view or receive copies of any portion of a bid, proposal or other related materials that have not been marked as confidential, then the State will generally assume that such materials contain no information which the Vendor deems confidential. In such situations, if disclosure is not prohibited under RSA 21-G:37 or any other applicable law or regulation, then Vendors acknowledge and agree that the State may disclose such materials.

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: _____

Company Name: _____
Address: _____

To: Point of Contact: Don Labrie
Telephone: (603) 271-1453
Fax: (603) 271-1949
RE: Bid Submission
Project Title: TDMV 23: Application for Certificate of Title (Rev. 12/19)
Bid Number: 240315
Bid Submission Deadline: 11:00 a.m. EST Wednesday, September 20, 2023

Dear Don:

[Insert name of signor] _____, on behalf of _____ [insert name of entity submitting bid (collectively referred to as "Vendor") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID #240315 TDMV 23: Application for Certificate of Title (Rev. 12/19) at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

- 1. The Vendor has reviewed and agreed to be bound by the Bid.
- 2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
- 3. The Bid offer is effective for a period of 45 calendar days from the Bid Opening date as indicated above.
- 4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
- 5. The Vendor has read and fully understands this Bid.
- 6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
 - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
 - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
 - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
 - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
 - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
 - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
 - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
 - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
 - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
 - j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

Authorized Signor's Signature _____ Signor's Title _____

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

COUNTY: _____ STATE: _____ ZIP: _____

On the _____ day of _____, 2023, the above named, _____, personally appeared before me in his/her capacity as authorized representative of _____, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

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

(Notary Public/Justice of the Peace)

My commission expires: _____ (Date)

GENERAL CONDITIONS AND INSTRUCTIONS

Unless specifically amended or deleted by the NH Division of Procurement and Support Services, the following General Terms and Conditions apply to this Bid and any resulting Purchase Order or Contract.

NATURE OF, AND ELIGIBILITY TO RESPOND. This bid invitation is submitted in accordance with Chapter 21-1, and rules promulgated thereunder, and constitutes a firm and binding offer. A bid may not be withdrawn unless permission is obtained from the Bureau of Graphic Services.

Bids may be issued only by the Bureau of Graphic Services 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 State. Demonstration units shall not be offered to the State as new equipment.

BIDS. Bids must be received at the Bureau of Graphic Services before the date and time specified for the opening. Bids must be 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 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 submit on items as specified. Proposed changes must be submitted in writing and received at the Bureau of Graphic Services at least five (5) working days prior to the bid opening. Vendors shall be notified in writing if any changes to the specifications are made.

AWARD. The award will be made to the responsible Vendor submitting a conforming bid meeting specifications at the lowest cost unless other criteria are noted in the bid. Unless otherwise noted, 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 the award will be made in accordance with the Administrative Rules.

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 state under this contract if so requested by the State of New Hampshire.

FEDERAL FUNDS. The Division of Procurement and Support Services, under RSA 21-1:14, VIII shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the Federal Procurement Standards.

STATE'S OPTIONS: The Bureau of Graphic Services 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 State, 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 State of New Hampshire shall incur no liability of any kind.

PROOF OF COMPLIANCE. The responding vendor may be required to supply proof of compliance with proposal specifications. When requested, the responding vendor must immediately supply the Bureau of Graphic Services with certified test results or certificates of compliance. Where none are available, the State may require independent laboratory testing. All costs for such testing certified test results or certificate of compliance shall be the responsibility of the responding vendor.

FORM OF CONTRACT. The terms and conditions set forth in any additional Terms and Conditions by the Bureau of Graphic Services 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.

CONTRACT TERMS AND CONDITIONS

1. The State of New Hampshire, acting through the Division of Procurement and Support Services, engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State 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 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.

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 bid invitation and the Vendor's bid. 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 Vendor 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 re-purchase similar items from any other source without competitive bidding, and the original vendor may be liable to the state for any excess costs.

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 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 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 upon 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. If a vendor is unable to complete delivery by the date specified, he must contact the using agency. However, the agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipments. All deliveries shall be FOB Destination.

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 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.



NEW HAMPSHIRE BUREAU OF GRAPHIC SERVICES

REQUEST FOR BID FOR NH STATE PRINTING PROJECT #240315

Project Specifications

- PROJECT TITLE:** TDMV 23: Application for Certificate of Title (Rev. 12/19)
- CLIENT AGENCY:** NH Dept. of Safety
- BID SUBMISSION DEADLINE:** 11:00 a.m. EST Wednesday September 20, 2023
- QUANTITY:**
- 1) 365,000 sets.
 - 2) Underrun may not exceed 10%. No overrun allowed.
- SIZE/FORMAT:**
- 1) 3-part carbonless snap set.
 - 2) Form size is 8-1/2" x 11-5/8", including 5/8" top stub.
- PAPER:**
- 1) Ply 1: 15 lb. CB White carbonless bond having 30% or more postconsumer waste content. Brightness must be at least 82% to optimize contrast for microfilming purposes.
 - 2) Ply 2: 14.5 lb. CFB White carbonless bond. Virgin-fiber stock will be accepted.
 - 3) Ply 3: 15 lb. CF White carbonless bond. Virgin-fiber stock will be accepted.
- FILES:** This is an exact reprint of Rev 12/19. Electronic layout files will be provided in hi-res PDF format. See image following specifications.
- MODIFICATIONS:** No modifications.
- MARGINAL WORDS:**
- 1) Ply 1 - "DIVISION OF MOTOR VEHICLES COPY"
 - 2) Ply 2 - "TOWN CLERK'S COPY"
 - 3) Ply 3 - "OWNER'S COPY"
- PROOFS:**
- 1) Printer must provide a PDF proof, including marginal words.
 - 2) E-mail proof to Christopher.J.Cote@dos.nh.gov
 - 3) Reference project number, form number and name in e-mail subject line.
 - 4) No run shall be made until the NH Division of Motor Vehicles has approved all proofs.
- PRINTING:**
- 1) All plies print 1/0 in BLACK ink.
 - 2) Marginal lines to be printed in standard red.
 - 3) All plies print the same, except for the marginal lines.
 - 4) Crash number in standard RED, with carbonless image transfer to 2nd & 3rd plies.
 - 5) No back printing on any plies.
- NUMBERING:**
- 1) 8-digit serial numbering to be crash printed in RED ink in the upper right-hand corner.
 - 2) Begin numbering at **18419601**
 - 3) **NO SKIPS OR DUPLICATES ALLOWED. ANY OCCURRENCE OF SKIPS OR DUPLICATES IN THE DELIVERED PRODUCT MAY BE CONSIDERED AN EVENT OF DEFAULT AND HANDLED AS PROVIDED IN THE LATENT DEFECT SECTION OF THESE SPECIFICATIONS.**

SPECIFICATIONS CONTINUE ON NEXT PAGE

SPECIFICATIONS PAGE 2, PROJECT 240315: TDMV 23 APPLICATION FOR TITLE

- BINDING/FINISHING:**
- 1) Perforate all plies to create a 5/8" top stub.
 - 2) Collate and glue with double glue lines at the stub.

- PACKAGING:**
- 1) Shrink-wrap in packages of 100 unit sets in numerical order. Lowest number must be on top and clearly readable through the shrink film. Pack in boxes of 200, i.e., two shrink-wrapped packages per box, with lowest numbers on top. Pack these boxes in larger cartons of 5 boxes each.
 - 2) Boxes of 200:
 - A) These boxes shall be of 2 piece construction, with separate top and bottom pieces. The boxes must be made of sturdy corrugated cardboard, since they will be subsequently used as stand-alone shipping containers. Inside dimensions of the box should be: 11.75" x 8.625" x 3.75" deep. Outside dimensions: 12" x 9" x 3.75" deep.
 - B) Inside each box, two packages of 100 forms shall be packed, with stubs at opposite ends for more level stacking.
 - C) Each box should be sealed with one piece of wide packaging tape running the long way across the bottom and coming up onto the sides of the lid.
 - D) Each box shall be individually labeled at one end with the following information: form number, form name, quantity (200), Purchase Order No., and the range of serial numbers contained in that box.
 - 3) Cartons of five boxes:
 - A) The master cartons shall be of 1 piece construction and made from sturdy corrugated cardboard to hold one stack of five of the smaller boxes of 200, for a total of 1,000 forms. The smaller boxes are to be packed in the master cartons in numerical order with the lowest numbers on top.
 - B) This project has been successfully packaged this way in the past. Inside dimensions of previously-used cartons are: 12-1/2" x 9-1/2" x 22-1/8" deep. No alternative packaging will be accepted.
 - C) Each master carton must show the carton number (in usage order), form number, form name, revision date, and beginning and ending serial numbers contained in each.
 - 4) If shipping on pallets, palletized loads (including the pallet itself) must not exceed any of these dimensions: 40" width, 48" depth and 54" height. Cartons stacking on the pallet must facilitate easy usage in numerical order from lowest-numbered forms to highest.

- DELIVERY:**
- 1) Bid amount must include staggered delivery of two shipments as indicated below under "Schedule".
 - 2) All deliveries to be made FOB Destination to the loading dock at: NH Department of Safety Warehouse, Attn: Christopher Cote, 41 Hazen Drive, Concord, NH 03305. This is a tan building with green roof just east of the James H. Hayes Department of Safety main building (33 Hazen Drive).

- SCHEDULE:**
- The entire quantity of forms must be printed in one run allowing for delivery as follows:
- 1) Staggered delivery required, beginning with a 1st shipment of approximately 100,000 forms September 29, 2023. Ability to meet this date will be a qualifying factor in the award of this project.
 - 2) Balance of order, approximately 265,000 forms, shall be stored by vendor at its own warehouse facility and shipped out upon request to NH Dept. of Safety. Bid amount to include storage, handling and insurance.

SPECIFICATIONS CONTINUE ON NEXT PAGE

SPECIFICATIONS PAGE 3, PROJECT 240315: TDMV 23 APPLICATION FOR TITLE

INVOICING: NH Dept. of Safety will accept an invoice and remit payment for the entire order, including all freight, storage, handling and any other charges contained in the original bid amount, upon receipt of initial shipment and notification of total quantity produced.

- LATENT DEFECTS:**
- 1) In the event that significant defects become apparent in the supplied product either before or after delivery has been received, NH Dept. of Safety shall have recourse to reject delivery and require the Contractor to repair or replace the defective product at no cost. Absent satisfactory remediation by the Contractor, Dept. of Safety may cancel payment, procure replacement product elsewhere without competitive bidding, and bill the Contractor for any costs thus incurred in excess of the original contract amount.
 - 2) In the event latent defect(s) are discovered necessitating a return of product to Contractor's production facility, any packing or other preparation for shipping, and any trucking or shipping by common carrier shall be at the expense of the Contractor.

PERFORMANCE BOND: A performance bond (or equivalent alternative subject to the approval of the Director of Procurement and Support Services) must be furnished in the principal amount of 100% of the contract amount within fifteen (15) days after notice of award. The bond must be made through a bonding company licensed to do business in the State of New Hampshire. The performance bond is an integral requirement of this bid and will not be waived. The life of the bond shall be one (1) year.

SEE SAMPLE ON NEXT PAGE;

MAKE BID ON FOLLOWING PAGE

SAMPLE ONLY (SHOWN HERE AT REDUCED SIZE)

**FORWARD DMV COPY - DISTRIBUTE CUSTOMER AND TOWN CLERK COPY
THIS FORM MUST BE TYPEWRITER / COMPUTER PRINTED**



STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF MOTOR VEHICLES
BUREAU OF TITLE AND ANTI-THEFT
CONCORD, N.H. 03305

APPLICATION FOR
CERTIFICATE OF TITLE
FORM TDMV 23 (Rev 12/19)

THIS IS NOT A CERTIFICATE OF TITLE

MAKE CHECK PAYABLE TO: ► STATE OF NEW HAMPSHIRE - DMV ◀

C.T.A.
NUMBER 17769601

APPLICATION COMPLETED
BY: (Check One Below)

- TOWN CLERK
 LICENSED DEALER
 LENDING INSTITUTION
 OTHER _____

TITLE WILL BE MAILED TO LIEN
HOLDER IF SO LISTED (SEE ITEM 22)

DO NOT TYPE IN THIS SPACE

APPROVED BY _____

SUSPENDED BY _____

DRIVER LICENSE# OR GOV ID#: _____ DRIVER LICENSE# OR GOV ID#: _____

1. OWNER'S NAME(S) (LAST, FIRST, MIDDLE)										
STREET OR BOX NO.					2. <input type="checkbox"/> JOINT TENANCY WITH RIGHTS OF SURVIVORSHIP					
CITY OR TOWN			STATE		ZIP CODE		3. VEHICLE POWERED BY		DATE(S) OF BIRTH	
4. LEGAL RESIDENCE IF OTHER THAN MAILING ADDRESS (OR LESSEE)							GAS	<input type="checkbox"/>	MO./DAY/YR.	
							DIESEL	<input type="checkbox"/>	1.	
							ELECTRIC	<input type="checkbox"/>	2.	
							HYBRID	<input type="checkbox"/>		
							OTHER	<input type="checkbox"/>		
5. VEHICLE IDENTIFICATION NO.					6. PURCHASED					
					NEW () USED () DEMO ()					
7. MAKE OF VEHICLE		8. MODEL NAME OR NUMBER		9. BODY TYPE		10. VEHICLE COLOR(S)				
11. YR. OF MFG	12. MODEL YR.	13. NO. OF CYLINDERS	14. GROSS WEIGHT	AXLES	15. TITLE NO.	16. STATE				
17. N.H. LICENSED DEALER'S SIGNATURE				18. DEALER NO.		19. ODOMETER-ACTUAL MILEAGE				
20. SELLER'S NAME(S) & ADDRESS							21. DATE OF PURCHASE			
							MO./DAY/YR.			
THIS VEHICLE IS SUBJECT TO THE FOLLOWING LIENS										
22. FIRST LIENHOLDER'S NAME (IF NONE, TYPE NONE)					23. DATE OF LIEN		#			
					MO./DAY/YR.					
ADDRESS					MSRP PRICE					
CITY OR TOWN			STATE		ZIP CODE					
24. SECOND LIENHOLDER'S NAME(S) & ADDRESS							25. DATE OF LIEN			
							MO./DAY/YR.			

I/WE CERTIFY THAT ALL LIENS ON THIS VEHICLE ARE LISTED ABOVE. SIGNATURE(S) MUST AGREE WITH OWNER(S) NAMED IN BOX 1.

26. OWNER'S SIGNATURE(S) READ PENALTY BEFORE SIGNING		27. DATE SIGNED
X _____ X		MO./DAY/YR.

IF THE OWNER IS A CORPORATION, PARTNERSHIP OR OTHER ASSOCIATION, THE PERSON SIGNING ON ITEM 26 MUST CERTIFY BELOW, THAT HE/SHE IS AUTHORIZED TO SIGN ON BEHALF OF THE OWNER. THIS APPLICATION IS SIGNED UNDER PENALTY OF UNSWORN FALSIFICATION PURSUANT TO RSA 641:3.

I, _____ HEREBY CERTIFY THAT I AM AN AGENT AUTHORIZED TO SIGN THIS APPLICATION ON BEHALF
PRINTED NAME

OF _____, THE OWNER NAMED IN BOX 1
PRINTED COMPANY NAME

PENALTY:

A PERSON WHO, WITH FRAUDULENT INTENT, USED A FALSE OR FICTITIOUS NAME OR ADDRESS, OR MAKES A MATERIAL FALSE STATEMENT, OR FAILS TO DISCLOSE A SECURITY INTEREST, OR CONCEALS ANY OTHER MATERIAL FACT, IN AN APPLICATION FOR A CERTIFICATE OF TITLE, OR IN ANY PROOF OR STATEMENT OF WRITING IN CONNECTION THEREWITH, SHALL BE GUILTY OF A CLASS B FELONY IF A NATURAL PERSON, OR GUILTY OF A FELONY IF ANY OTHER PERSON. RSA 262:1,1

DIVISION OF MOTOR VEHICLES COPY

TOWN CLERK'S COPY

OWNER'S COPY

NEW HAMPSHIRE BUREAU OF GRAPHIC SERVICES

REQUEST FOR BID

Project #240315: TDMV 23 Application for Title / Dept. of Safety

VENDOR'S BID OFFER

Vendor: _____ **Date:** _____

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.

Pricing: No overrun, and underrun may not exceed 10%. Price must include storage and freight for staggered delivery. Prices must be in U.S. dollars, less federal excise tax.

On an order of 365,000: Price per M: _____ x 365 = _____ Total

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

Able to make first delivery of 100M forms by September 29, 2023? _____

Stock: _____

Additional Vendor Comments: _____

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