

KEENE STATE COLLEGE

Purchasing Office
Keene State College
229 Main Street
Keene, NH 03431-1601
Phone: (603)358-2493; 358-2494
Fax: (603)358-2495
Web Site: www.keene.edu/purchasing

This page MUST be faxed to the KSC Purchasing Office IMMEDIATELY!

BIDDER INFORMATION FORM

12/3/15

RFP Number: 13168-0001

Due Date: 12/22/15 at Noon – EST

Questions Due: 12/11/15 – 5:00 p.m.

Questions Answered : 12/16/15 – 5:00 p.m.

Project Description: Annual Giving Spring Appeal

Returning this form will indicate your intention on bidding and ensure we have correct information for future correspondence regarding this project.

The Information below applies to:

Will RFP ☐ Will Not RFP ☐
This RFP only ☐ All RFPs ☐

(Please type)

Company Name: _____

Contact Person: _____

Email: _____

Address: _____

Please fax this page to: (603) 358-2495.

K E E N E S T A T E C O L L E G E

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Today's Date: 12/3/15

RFP Number: 13168-0001

Due Date: 12/22/15 at Noon - EST

Project Description: KSC Annual Appeal Printing

Request for RFP (RFP). This is not an order. The University System of New Hampshire reserves the right to reject any or all RFPs and to waive any formalities in the bidding.

KSC Inclement Weather Policy:

It is the College's policy to declare curtailed operations when the most severe weather conditions are expected or experienced. Before coming to a RFP opening during inclement weather, you may call the KSC purchasing office at 603-358-2493 to learn if the College is open or if curtailed operations are in effect. Any RFP openings scheduled for a day when curtailed operations have been declared will be postponed until the next business day. All delayed RFP openings will be at the same time as originally scheduled.

Renee Harlow

Authorized Purchasing Signature

Keene State College
KSC Purchasing Office
229 Main Street
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Telephone Number: (603)358-2493/358-2494
Fax Number: (603)358-2495
Web Site: [www.keene.edu /purchasing](http://www.keene.edu/purchasing)

RFP Number: 13168-0001

Due Date & Time: 12/22/15 at Noon - EST

STATEMENT OF WORK
for the
Keene State College

Project Description: KSC Annual Appeal Printing

I. INTRODUCTION

A. Purpose and B. Contract Term

Keene State College seeks to enter into an agreement with a qualified firm that can print the Keene State Annual Appeal jobs, per this RFP specification.

B. Contact(s)

Questions concerning this request for RFP are to be directed to Renee Harlow.

C. Definition of Terms The University System of New Hampshire, Appendix A – General Terms and Conditions, the University System of New Hampshire. All bidders are responsible to read, review and apply them to this project. All can be seen at: <http://www.keene.edu/purchasing/> Click on the Bid Information button on the left side of the page.

D. Background:

KSC strives to conduct business in a sustainable manner. This is an effort to balance economic priorities with environmental health and human health. KSC will, when economically feasible, do business with companies that can further our sustainable objectives. We are interested in receiving environmental mission statements or any programs or policies that have to do with sustainable issues. These programs or policies can be, but are not limited to, reducing, reusing and recycling resources, disposal of organic and other solid waste, conservation efforts in regards to transportation, energy and water, disposal of hazardous waste, giving back to the community. Please include as part of your RFP any pertinent information in reference to any sustainable practices of your company, if applicable.

II. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

PRICE SCHEDULE: Please price out PER JOB AND TOTAL FOR ALL:

LIST OF ANNUAL GIVING APPEALS SPRING 2016

| Project | Items | Mail Date |
|--------------------------------|-------------------------------------------------|-----------|
| 1.) Athletics Challenge | 5,823 Ltrhd (1 page)/ separate donor form | 1/ 18/ 16 |
| Spring Appeal | (One version) | |
| | 5,823 #10 envelope | |
| | 5,823 #9 remittance envelope | |
| | 5,823 Variable Data & Fulfillment | |
| 2.) AEC Appeal | 1,359 Ltrhd (1 page)/ separate donor form | 3/ 15/ 16 |
| Spring | (One version) | |
| | 1,359 #10 envelope | |
| | 1,359 #9 Business reply envelope | |
| | 1,359 Variable Data & Fulfillment | |
| 3.) CCHGS Appeal | 1,994 Ltrhd (1 page)/ separate donor form | 4/ 15/ 16 |
| Spring | (2 versions: donors and non-donors) | |
| | 1,994 #10 envelope | |
| | 1,994 #9 remittance envelope with wallet flap | |
| | 1,994 Variable Data & Fulfillment | |
| 4.) Non-donors, | 24,604 Ltrhd (1 page)/ separate donor form | 4/ 15/ 16 |
| Alumni and Friends LY, | (4 versions: Non-donors, Alumni and Friends LY, | |

Alumni and Friends SY, Alumni and Friends SY, Lapsed donors)

Lapsed donors, 24,604 #10 envelope

Spring Appeal 24,604 #9 remittance envelope

24,604 Variable Data & Fulfillment

5.) Reunion Appeal 1,077 Ltrhd (1 page)/ separate donor form 4/ 15/ 16

Spring (4 versions: Class of 1966, Class of 1961,
Class of 19651, Classes of 1967, 68, & 69)

1,077 #10 envelope

1,077 #9 remittance envelope

1,077 Variable Data & Fulfillment

Project includes printing and fulfillment for five KSC Appeals:

1.) 5,823 Athletics Challenge Appeal (mails 1/ 18/ 16)

2.) 1,359 AEC (Academic Excellence Conference) Appeal (mails 3/ 15/ 16)

3.) 1,994 CCHGS Spring Appeal (mails 4/ 15/ 16)

4.) 24,604 Non-Donors, LY/SYs, Lapsed Donors, Spring Appeals (mails 4/ 15/ 16)

5.) 1,077 50th Reunion Effort Appeal (mails 4/ 15/ 16)

• PLEASE PRICE OUT EACH JOB SEPARATELY!

- **Please cost out postage estimate separately for each job.**
- **Quantities are estimated, actual usage will vary.**

JOB #1

ATHLETICS CHALLENGE APPEAL

Athletic Challenge Spring 16 Appeal includes:

AC Fund Appeal 5,823 each

Letterhead (1 sheet) printed on one side

Donor Form

#10 envelopes

#9 Remittance envelopes

FOR ALL PIECES:

PREPRESS: KSC will provide InDesign CC files with laser proofs.

PROOFS: PDF proofs OK for 2-color, paper proof for 4-color

SCHEDULE: Materials to vendor by 1/ 4/ 16. Delivery to PO by 1/ 18/ 16

FULFILLMENT: **AC Appeal: 5,823:** Mail-merge name and address on donor form, name and address on #10 envelope. KSC provides pre-formatted Excel mail list and will work with vendor on the specifics. **There will be one version.** Stuff folded letter, donor form, and remittance envelope into #10 envelope. Vendor responsible for all preparation for postal presort with intelligent barcode for non-profit standard class mailing using non-profit stamps.

DELIVERY: **AC Appeal Mailing:**

- Deliver 3 full samples to Lynn Roman, Keene State College. (Folded letter, donor form, remittance #9 envelope, #10 envelope)
- Drop stamped and sorted postal bundles at your local post office.
- After mailing is complete, deliver extras c/ o Lynn Roman, KSC Central Stores, 51 Wyman Way, Keene, NH 03435-2502. **All boxes must be clearly labeled outside with project name and quantity in each box.**

FOB: Post Office and Keene State College

LETTERHEAD

QUANTITY: **5,823 AC Appeal**

SIZE: 8.5" x 11" (1 sheet)

STOCK: 24# writing, smooth, bright white – house stock

INK: 4/ 0: Process, with bleeds

ART: Digital images placed (logo and images)

FOLD: Fold in thirds (letter fold)

DONOR FORM

QUANTITY: **5,823 AC Appeal**

SIZE: 8.5" x 3.5"

STOCK: 65# cover, smooth, bright white uncoated – house stock

INK: 4/ 2: Process/ PMS 186 + black

ART: Digital images placed

#10 ENVELOPE

QUANTITY: **5,823 AC Appeal**

SIZE: #10 Envelope

STOCK: 24# White wove

INK: 2/ 0: Black plus one PMS 186, no bleed

ART: Line-art only

#9 REMITTANCE ENVELOPE

QUANTITY: **5,823 AC Appeal**

SIZE: #9 Remittance envelope

STOCK: 24# White wove

INK: 1/ 0: Black only, no bleeds.

ART: Line-art only

JOB #2

AEC APPEAL

AEC Spring '16 Appeal includes:

AEC Appeal 1,359 each:

Letterhead (1 sheet) printed on two sides

Separate donor reply form

#10 envelopes

#9 remittance envelopes

FOR ALL PIECES:

PREPRESS: KSC will provide InDesign CC files with laser proofs.

PROOFS: PDF proofs OK for 2-color, paper proofs for full color

SCHEDULE: Materials to vendor by 3/ 1/ 16. Delivery to PO by 3/ 15/ 16

FULFILLMENT: **AEC Appeal: 1,359:** Mail-merge salutation (Dear XXXX) at top of letter, name and address on separate donor form, name and address on outside envelope. KSC provides pre-formatted Excel mail list and will work with vendor on the specifics. **There will be one version of the letter.** Stuff folded letter, donor reply form, and remittance envelope, into #10 envelope. Vendor responsible for all preparation for postal presort with intelligent barcode for non-profit standard class mailing using non-profit stamps.

DELIVERY: **AEC Spring Appeal:**

- Deliver 3 full samples of both versions to Lynn Roman, Keene State College. (Folded letter, donor form, remittance #9 envelope, #10 envelope)
- Drop stamped and sorted postal bundles at your local post office.
- After mailing is complete, deliver extras c/ o Lynn Roman, KSC Central Stores, 51 Wyman Way, Keene, NH 03435-2502. **All boxes must be clearly labeled outside with project name and quantity in each box.**

FOB: Post Office and Keene State College

LETTERHEAD

QUANTITY: **1,359 AEC Fund Appeal**

SIZE: 8.5" x 11" (1 sheet, 2 sides)

STOCK: 24# smooth, bright white – house stock

INK: 4/ 4: Process, no bleeds

ART: Digital images placed

FOLD: Fold in thirds (letter fold)

DONOR FORM

QUANTITY: **1,359 AEC Fund Appeal**

SIZE: 8.5" x 3.5"

STOCK: 65# cover, smooth, bright white uncoated – house stock

INK: 4/ 2: Process, with bleeds

ART: Digital images placed

#10 ENVELOPE

QUANTITY: **1,359 AEC Fund Appeal**

SIZE: #10 Envelope

STOCK: 24# white wove envelope

INK: 4/ 0: Process, no bleed

ART: Digital images placed

#9 ENVELOPE

QUANTITY: **1,359 AEC Fund Appeal**

SIZE: #9 Business reply envelope

STOCK: 24# White wove

INK: 1/ 0: Black, no bleeds.

ART: Line-art only

JOB #3

CCHGS SPRING APPEAL

Project includes:

CCHGS Spring Appeal 1,994 each:

Letterhead, one sheet printed 2 sides

Donor Form

#10 envelopes

#9 Remittance envelopes

FOR ALL PIECES:

PREPRESS: KSC will provide InDesign CC files with laser proofs.

SCHEDULE: Materials to vendor by 4/ 1/ 16. Delivery to PO by 4/ 15/ 16

FULFILLMENT: **CCHGS Appeal: 1,994:** Mail-merge salutation (Dear XXXX) at top of letter and in body of letter, name and address on separate donor form, name and address on outside envelope. KSC provides pre-formatted Excel mail list and will work with vendor on the specifics. KSC contact for mailing list: Lindsay Taflas (ltaflas@keene.edu) 603-358-2641. **There will be two versions of this letter (donors: 1,069 and non-donors: 925).** Stuff folded letter, donor reply form, and remittance envelope, into #10 envelope. Vendor responsible for all preparation for postal presort with intelligent barcode for non-profit standard class mailing using non-profit stamps.

DELIVERY:

- Deliver 3 full samples of both versions to Lynn Roman, Keene State College.
- Drop stamped and sorted postal bundles at your local post office.
- After mailing is complete, deliver extras c/ o Lynn Roman, KSC

Central Stores, 51 Wyman Way, Keene, NH 03435-2502. All boxes

must be clearly marked outside with project name and quantity in each box.

FOB: Post Office and Keene State College

CCHGS Spring Appeal

LETTERHEAD

QUANTITY: **1,994 CCHGS Appeal**

SIZE: 8.5" x 11" (1 sheet, two-sided) two versions

STOCK: 24# smooth, bright white – house stock

INK: 4/ 2: Process, no bleeds

IMAGES: Digital art placed

FOLD: After mail-merge, fold in thirds (letter fold)

NOTE: If there are extra copies of the letter form.

Deliver printed templates (NO LETTER) to KSC, do not fold.

DONOR FORM

QUANTITY: **1,994 CCHGS Appeal**

SIZE: 8.5" x 3.5"

STOCK: 65# cover, smooth, bright white uncoated – house stock

INK: 4/ 2: Process, with bleed

ART: Digital images placed

#10 ENVELOPE

QUANTITY: **1,994 CCHGS Appeal**

SIZE: #10 Envelope

STOCK: 24# White wove

INK: 4/ 0: Process, no bleed

ART: Digital images placed

#9 REMITTANCE ENVELOPE

QUANTITY: **1,994 CCHGS Appeal**

SIZE: #9 Remittance envelope with wallet flap

FOLDS: fold flap over

STOCK: 24# White wove

INK: 2/ 2; Black plus PMS 186 (prints on flap and on envelope body
on both sides), no bleeds.

ART: Line-art only

JOB #4

NON-DONORS, LY/SY ALUMNI, LY/SY FRIENDS, LAPSED DONORS SPRING APPEAL

Project includes:

Non-Donors, LY/SY Alumni, LY/SY Friends, Lapsed Donors Spring Appeal: 24,604 each

Letterhead (1 sheet) printed on both sides

Donor Form

#10 envelopes

#9 remittance envelopes

FOR ALL PIECES:

PREPRESS: KSC will provide InDesign CC files with laser proofs.

SCHEDULE: Materials to vendor by 4/ 1/ 16. Delivery to PO by 4/ 15/ 16

PROOFS: PDF proofs OK for 2-color, paper proofs for full color

FULFILLMENT: **Total quantity 24,604.** Mail-merge salutation (Dear XXXX) at top of letter and in body of letter for one version, name and address on separate donor form, name and address on outside envelope. KSC provides pre-formatted Excel mail list and will work with vendor on the specifics. **There will be four versions of the letter (Non-donors: 11,755, Alumni and Friends LY: 1,979 / SY: 10,870, Lapsed donors: (included in LY/SY quantity).** Stuff folded letter, donor reply form, and remittance envelope, into #10 envelope. Vendor responsible for all preparation for postal presort with intelligent barcode for non-profit standard class mailing using non-profit stamps.

DELIVERY:

- Deliver 3 full samples of four versions to Lynn Roman, Keene State College.
- Drop stamped and sorted postal bundles at your local post office.
- After mailing is complete, deliver extras c/ o Lynn Roman, KSC

Central Stores, 51 Wyman Way, Keene, NH 03435-2502. **All boxes must be clearly marked outside with project name and quantity in each box.**

FOB: Post Office and Keene State College

LETTERHEAD

QUANTITY: **24,604 Non-donor, LY/SY Alumni, LY/SY Friends, Lapsed donors**

SIZE: 8.5" x 11" (1 sheet, 2-sided)

STOCK: 24# smooth, bright white – house stock

INK: 4/ 2: Process/ Black + PMS 186 Red, no bleeds

ART: Digital images placed

FOLD: After mail-merge, fold in thirds (letter fold)

DONOR FORM

QUANTITY: **24,604 Non-donor, LY/SY Alumni, LY/SY Friends, Lapsed donors**

SIZE: 8.5" x 3.5"

STOCK: 65# cover, smooth, bright white uncoated – house stock

INK: 4/ 4: Process, with bleed

ART: Digital images placed

#10 ENVELOPE

QUANTITY: **24,604 Non-donor, LY/SY Alumni, LY/SY Friends, Lapsed donors**

SIZE: #10 Envelope

STOCK: 24# White wove

INK: 4/ 0: Process, no bleed

ART: Digital images placed

#9 ENVELOPE

QUANTITY: **24,604 Non-donor, LY/SY Alumni, LY/SY Friends, Lapsed donors**

SIZE: #9 envelope

STOCK: 24# White wove

INK: 1/ 0: Black, no bleeds.

ART: Line-art only

JOB #5

REUNION APPEAL

Project includes:

Reunion Appeal: 1,077 each:

Letterhead (1 sheet) printed on both sides

Donor Form

#10 envelopes

#9 remittance envelopes

FOR ALL PIECES:

PREPRESS: KSC will provide InDesign CC files with laser proofs.

SCHEDULE: Materials to vendor by 4/ 1/ 16. Delivery to PO by 4/ 15/ 16

PROOFS: PDF proofs OK for 2-color, paper proofs for full color

FULFILLMENT: **Reunion Appeal: 1,077:** Mail-merge salutation (Dear XXXX) at top of letter, name and address on separate donor form, name and address on outside envelope. KSC provides pre-formatted Excel mail list and will work with vendor on the specifics.
There will be four versions of the letter (Class of 1966, Class of 1961, Class of

1951, and Classes of 1967, 1968, & 1969). Stuff folded letter, donor reply form, and remittance envelope, into #10 envelope. Vendor responsible for all preparation for postal presort with intelligent barcode for non-profit standard class mailing using non-profit stamps.

- DELIVERY:
- Deliver 3 full samples of four versions to Lynn Roman, Keene State College.
 - Drop stamped and sorted postal bundles at your local post office.
 - After mailing is complete, deliver extras c/ o Lynn Roman, KSC

Central Stores, 51 Wyman Way, Keene, NH 03435-2502. **All boxes must be clearly marked outside with project name and quantity in each box.**

FOB: Post Office and Keene State College

LETTERHEAD

QUANTITY: **1,077 Reunion Appeal**

SIZE: 8.5" x 11" (1 sheet, 2-sided)

STOCK: 24# smooth, bright white – house stock

INK: 2/ 1: Process/ Black + PMS 186 Red, no bleeds

ART: Digital images placed

FOLD: After mail-merge, fold in thirds (letter fold)

DONOR FORM

QUANTITY: **1,077 Reunion Appeal**

SIZE: 8.5" x 3.5"

STOCK: 65# cover, smooth, bright white uncoated – house stock

INK: 4/ 2: Process, with bleed

ART: Digital images placed

#10 ENVELOPE

QUANTITY: **1,077 Reunion Appeal**

SIZE: #10 Envelope

STOCK: 24# White wove

INK: 4/ 0: Process, no bleed

ART: Digital images placed

#9 ENVELOPE

QUANTITY: **1,077 Reunion Appeal**

SIZE: #9 envelope

STOCK: 24# White wove

INK: 1/ 0: Black, no bleeds.

ART: Line-art only

III. REQUEST FOR RFP (RFP) INSTRUCTIONS/INFORMATION

A. Overview of RFP Process/Timeline

1. RFP packages shall be e-mailed by 12/3/15
2. RFPs are due no later than 12/22/15 at Noon - EST. Submit one original and a CD or Flashdrive. Package(s) should be clearly marked "Proposal# 13168-0001. Package(s) should be addressed as

follows:

Renee Harlow,
Interim Purchasing Manager
Keene State College
229 Main Street
Keene, NH 03435 - 1601

3. RFPs will be opened and read aloud at that time. Bidders and the general public are welcome to attend the opening. Late RFPs will not be considered.
4. All RFPs will be read, reviewed and evaluated by the evaluation committee.
5. Finalists may be asked to come to campus to discuss their RFPs further with the evaluation committee.

B. General Instructions

1. Contact with or visitation to personnel at any campus regarding this RFP may not be made by bidder's personnel without the prior approval of the KSC Agent/Manager or his/her designee.
2. Any oral information received from the evaluation committee or any other KSC personnel will not alter or change this RFP.
3. RFPs may be hand delivered or mailed.
4. By responding to this RFP the bidder acknowledges that s/he has read and understands the information contained within this RFP and has taken the contents into account in the preparation of the RFP amount(s) as well as any alternate RFP prices.
5. The cost for developing the RFPs shall be absorbed by the bidder.
6. KSC considers all terms and conditions to be accepted unconditionally by a contractor unless written exceptions are made to specific clauses of this specification. Such exceptions may, however, be used as a basis for rejection of the RFP.
7. Failure of a bidder to follow the instructions of the RFP may result in rejection of the RFP.

C. Format & Contents of RFP

All Bidders must complete all sections in full.

D. Evaluation Committee Rights/Rules of Conduct

1. The evaluation committee expressly reserves the right to reject any and all RFPs without penalty, to waive all technicalities and irregularities and deviations of RFPs from this RFP, to decide whether a RFP does or does not substantially comply with the requirements of this RFP, to be the

final judge as to which is the best overall RFP, and to award a contract to the contractor whose RFP it considers to be in the best interest KSC.

2. The evaluation committee reserves the right to award a contract without discussion or negotiation if it determines that such an award will result in fair and reasonable prices and would be the most advantageous to KSC.
3. In the event that the awarded bidder refuses to enter into a contract, his/her RFP will be rejected.
4. The evaluation committee will treat all RFPs received prior to the opening date as confidential. The committee may disseminate information to others whom the committee deems in its sole discretion to have an interest in the RFP. In no event shall the committee be liable for any breach of confidentiality. All materials submitted in response to this RFP, with the exception of any materials that both the bidder and committee deem as confidential (and so marked by the bidder) will become the property of the committee and will become part of the public record. Pricing may not be considered confidential information.
5. The content of the evaluation committee's working papers and discussions relating to the RFPs will be considered confidential.
6. The evaluation committee will evaluate all RFPs against the evaluation criteria listed in this RFP and determine which contractor will best meet the needs of KSC.
7. In the event that a contract acceptable to the committee cannot be executed with the top bidder, the committee may eliminate that bidder from further consideration. The committee may then proceed to conduct negotiations and planning sessions with the bidder next preferred among the bidders who have not been eliminated. Such processes will be continued until either an acceptable contract is executed or all RFPs have been eliminated.
8. KSC reserves the right to negotiate simultaneously with more than one bidder.

E. Evaluation Factors

1. RFP
Each RFP should address all sections of this request for RFP. The submission must be in sufficient detail to allow the evaluation committee the ability to evaluate the RFP.
2. Evaluation criteria will be based on, but not necessarily limited to the following factors:
 - A) Ability to best serve the College needs
 - B) Costs/Pricing
 - C) Reputation of bidder, including references, past dealings with the College, and a proven record of success performing these types of similar services.
 - D) Adherence to bid specifications
 - E) Proposal clarity and detail

IV. INSTRUCTIONS TO SUCCESSFUL BIDDER(S) FOR EXECUTION OF A CONTRACT

A. Contract

1. The Owner's agent listed will work with the selected bidder representative(s) to develop a mutually agreeable contract.
2. All terms and conditions listed in <http://www.keene.edu/purchasing/> will be taken into consideration when developing the contract as will the specific tasks and deliverables outlined.

B. Contract Terms and Conditions

1. Bidder shall guarantee their pricing structure for a specific period of time. If pricing changes, contractor must request increase in writing and all increases must be documented.

C. Contract Termination

1. The Owner may without prejudice to any right or remedy, and after giving the contractor and his sureties written notice, terminate the contract forthwith if any of the following conditions (a.-d.) exist:
 - a. If the contractor should be adjudged bankrupt;
 - b. If the contractor shall make a general assignment for the benefit of his creditors, or a receiver should be appointed over the property;
 - c. If the work under this contract shall be abandoned or for deficiencies not corrected within a reasonable time; and,
 - d. If this contract or any part hereof shall be subcontracted without previous written consent of KSC and the Owner.
2. The Owner reserves the right to cancel the contract awarded to the contractor, if in KSC's judgment, performance under the contract is unsatisfactory. It is understood, however, that if at any time during the term of the contract performance thereunder is deemed to be unsatisfactory, KSC shall so notify the contractor and demand that the contractor shall correct such unsatisfactory conditions immediately but not more than ten (10) days from such notification. If such corrections are not made within the allotted time period, KSC may terminate the contract within thirty (30) days of the initial notification date.
3. The contract will automatically terminate at the end of the initial contract period unless both parties agree to a renegotiate.
4. Either party may without prejudice to any right or remedy, and after giving the other party 90 calendar days written notice, terminate the contract.

D. KSC's Rights and Responsibilities

1. KSC reserves the right to audit those financial records of the contractor which pertain to contractor operations.
2. KSC reserves the right not to enter into a contract if, after reviewing all RFPs received, it is

determined such a contract would not be in the best interest of the KSC.

3. KSC intends to meet its contract obligations and to treat all bidders fairly.

E. Contractor's Rights and Responsibilities

1. The contractor agrees to maintain records arising from the operation of this contract for a period of two (2) years following its termination or expiration date, unless permission to the contrary is given by the KSC in writing. The contractor agrees to provide access to its accounting information pertaining to this KSC contract in the event an audit is requested.
2. Lynn Roman will be the designated representative for this contract and shall be the official operational contact for the contractor. Questions of conduct, methods, quantity, quality, scheduling, etc. are to be directed to this individual during the term of the contract.
3. The contractor will be responsible for purchasing merchandise and services and executing contracts in its own name and at its own cost and expense and on its own credit.

F. Rights Afforded To Both Parties

1. Each party shall indemnify and hold the other party and its affiliates and their trustees, officers, directors, employees and agents harmless from and against any and all liabilities, claims, damages, awards, judgments, costs and expenses (including reasonable attorneys' fees) arising out of its negligent acts or omissions of the negligent acts or omissions of its employees, agents, contractors or affiliates. This section shall survive termination of the contract.
2. If, because of riots, war, public emergency or calamity, fire, earthquake, Acts of God, government restriction, labor disturbance or strike, business operations at the University/ College shall be interrupted or stopped, performance of this contract, with the exception of moneys already due and owing shall be suspended and excused to the extent commensurate with such interfering occurrence, and the expiration date of the contract may be extended for a period of time equal to the time that such default in performance is excused.
3. Choice of law and legal remedies: The contract shall be governed by and construed in accordance with the laws of the State of New Hampshire. In the event any provision of these terms and conditions shall be declared illegal or unenforceable by a competent court within this jurisdiction the remaining provisions shall remain in full force and effect.
4. This contract is one of specialized service. Neither party may assign this contract without the written consent of the other party; and any assignment attempted without such consent shall give the other party the immediate right to cancel this contract except that the contractor may assign this contract with the consent of Owner to any subsidiary or affiliate of the contractor or any corporation into which the contractor or its successor may be merged, converted or consolidated, or which may otherwise succeed to substantially all of its assets; but the contractor

shall during the term hereof remain liable for its obligation hereunder.

KEENE STATE COLLEGE
KSC Purchasing Office
229 Main Street
Keene, NH 03431-1601
Phone: 603 / 358-2493// 358-2494
Fax: 603/358-2495

RFP Number: 13168-0001

Due Date & Time: 12/22/15 at Noon - EST

BIDDER STATEMENT OF QUALIFICATIONS

*****FAILURE TO REPLY MAY RESULT IN DISQUALIFICATION OF RFP*****

1. Business Name: _____

2. Addresses, Telephone Numbers and Fax Numbers (800/888 if available) for:

a. Principal Place of Business:

b. Principal Mgr. or Sales Rep:

c. RFPs:

d. Order Placement:

e. Accounts Receivable:

3. Federal ID/SSN Number _____

4. Are you registered with the NH Secretary of State? Yes ☐ No ☐ Date _____

Do you have a current Certificate of Authority? Yes ☐ No ☐ Date _____

5. General Classification of Business or Character of Work Performed: _____

6. Doing Business as:

☐ Contractor

☐ Manufacturer

☐ Wholesaler

☐ Distributor

☐ Dealer

☐ Individual

☐ Partners

☐ Corporation

in State of: _____

7. Year Organized: _____

8. Number of years engaged in this business under present business name

If another name, supply details: _____

9. Standard Conditions of Order: a. Minimum \$ Amount, if any: \$
b. Terms: _____ c. F.O.B. _____

10. If a contractor, what categories of work do you perform with your own forces?

11. Major current projects (Include name of project, owner, contract amount, percent complete, and scheduled completion date. Attach separate sheet if necessary.)

12. List any projects completed for the University System within the last five years. (Include name, gross amount, completion date, and owner representative.

13. Has this business ever defaulted on a contract? _____ If "yes", state circumstances.

14. Has this business ever failed to complete any project awarded to it? _____ If "yes", state circumstances.

15. List your major equipment available.

16. List and provide brief resume of key personnel available to manage and supervise.

17. Trade References.

18. List bank with which your firm does business. Do you grant permission to a responsible KSC Administrator to contact these banks? Yes ☐ No ☐ Banks: _____

19. Name of bonding company and address of agent.

20. If submitted with a RFP, list projects that are similar to this project and/or the major projects completed by this business in the past five years. (Include name of project, owner, contract amount, and completion date. Attach separate sheet if necessary.)

21. Number of full-time employees _____ AA/ EEO Employer? _____

22. Does your Concern meet any of the following US Government criteria?

- a. _____ Minority enterprise Concern. A minority enterprise is one that is at least fifty percent owned by minority group members, or in the case of publicly owned businesses at least fifty-one percent of the stock is owned by minority group members. (If checked, indicate ethnic group below)
_____ Black American (not of Hispanic origin)
_____ Asian American
_____ Hispanic American
_____ American Indian/Alaskan Native
- b. _____ Women Owned and Operated Concern. A business that, regardless of ethnic background is at least fifty percent owned by women members, or in the case of publicly owned businesses at least fifty-one percent of the stock is owned by women.
- c. _____ Small Business Concern. A business independently owned and operated, not dominant in its field and meets employment and/or sales standards developed by the Small Business Administration.
- d. _____ Labor Surplus Area Concern. A business located in an area (designated by the US Government Department of Labor) in which unemployment exceeds the national average.

23. While furnishing goods and services to any unit of the University System of New Hampshire pursuant to any purchase order, contract, or agreement, whether written or oral, the undersigned certifies that his/her firm or organization will comply with the provisions of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Act of 1974 and Section 503 of the Rehabilitation Act of 1973, as

well as all regulations and orders of the Secretary of Labor pursuant to these provisions. Further, the undersigned certifies that his/her firm or organization will incorporate by reference in each contract, purchase order or agreement with the University System meeting the appropriate jurisdictional limits the equal employment and affirmative action clauses contained in 41 CFR 60-1.4, 41 CFR 60-250.4, and 41 CFR 60-741.4. The undersigned also certifies that employees of the firm or organization have been instructed not to engage in any acts of sexual harassment against students or employees of the University System.

24. No financial statements are required to be submitted with your proposals. However, prior to an award, the University/College may, but is not obliged to request financial statements from you firm, credit reports, and letters from your bank and suppliers. If this information is requested and your firm does not comply with the request, this may be grounds for the rejection of your proposal/RFP.

Will this organization act as guarantor of the contract? _____

I certify the above information to be correct and authorize the University System of New Hampshire to investigate all facts contained herein, including facility visitation.

Name of organization: _____

By: _____ Date: _____

Printed Name: _____

Title: _____