

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

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](http://www.keene.edu/purchasing)

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

## BIDDER INFORMATION FORM

1/05/16

RFP Number: 13129-0001

Due Date: 1/26/16 at Noon - EST

Project Description: OSHA Brochures, Spring and Fall 2016

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 <input type="checkbox"/>	Will Not RFP <input type="checkbox"/>
This RFP only <input type="checkbox"/>	All RFPs <input type="checkbox"/>

(Please type)

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

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

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Today's Date: 1/5/16

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**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

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Due Date & Time: 1/26/16 at Noon - EST

## **STATEMENT OF WORK**

### **Project Description: OSHA Brochures, Spring and Fall 2016**

#### **I. INTRODUCTION**

##### **A. Purpose and B. Contract Term**

Keene State College seeks to enter into an agreement with a qualified firm that can publish OSHA Brochures, per this RFP specification for the Spring of 2016.

##### **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**

**Union Bug is required for all bidders.**

**PROJECT: OSHA BROCHURE SPRING and Fall 2016**

Quantity: 20,000 - 25,000 Course Brochures

FINAL TRIM: 8 1/2" X 11"

PAGES: 28 (self cover)

STOCK: 80# Gloss Text (or equivalent)

INK: Process CMYK with bleeds

ART: electronic

PREPRESS: Mac InDesign CS3 or Print PDF

PROOFS: hard copy color proof

BINDERY: Saddle-stitch; flat mailing.

ADDITIONAL REQUIREMENTS: **Union bug** is required, placement as noted in design file.

DELIVERY: Within two weeks from receiving the brochure file.

Deliver flat brochures to a provided shipping list

Ship designated amount to mailing house address provided.

**All boxes must be clearly marked outside with quantity in each box.**

FOB: Manchester, N.H

Questions concerning bid specifications should be directed to Renee Harlow, Interim Purchasing Manager, (603)358-2493.

**PRICE SCHEDULE: Please provide price details per issue and total costs**

If bidder plans to subcontract any portion of the job, the portion and the subcontractor must be listed. Use of any subcontractor is subject to approval by the KSC Purchasing Office and may constitute grounds for refusal of bid.

Copyright, film, artwork — all materials including photographs, photo negatives, creative artwork, and printer's negative/film are to be considered the property of Keene State College and the costs incurred in production included in the quotation submitted. All copyright privileges remain the sole right of Keene State College.

Delivery is FOB Keene.

THIS QUOTE IS VALID FOR \_\_\_\_\_ DAYS.

VENDOR \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

TELEPHONE \_\_\_\_\_

FAX NO. \_\_\_\_\_

TERMS \_\_\_\_\_

**III. REQUEST FOR RFP (RFP) INSTRUCTIONS/INFORMATION**

**A. Overview of RFP Process/Timeline**

1. RFP packages shall be mailed by 1/5/16.
2. RFPs are due no later than 1/26/16 at Noon - EST. Please provide a clearly marked original and one copy.
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. No FAX bids will be considered.
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.
2. Extensions  
The intent to renew or not to renew the contract by either party shall be filed in writing with the owner's agent by April of the current contract year for the succeeding contract year.  
The Owner's Agent is to be advised if that is not possible.
3. It is KSC's intent that the required negotiation and approvals for any extension will be completed by May of the current contract year for the succeeding contract year. The Owner's Agent will represent KSC during negotiations.

**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's 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. Cheryl Sprague 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.

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### **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:

<input type="checkbox"/> Contractor	<input type="checkbox"/> Manufacturer	<input type="checkbox"/> Wholesaler	<input type="checkbox"/> Distributor
<input type="checkbox"/> Dealer	<input type="checkbox"/> Individual	<input type="checkbox"/> Partners	<input type="checkbox"/> 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 you're 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 your 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: \_\_\_\_\_