NEW HAMPSHIRE STATE

LIQUOR COMMISSION

DESIGN AND PRODUCTION FOR

“InvestiGATOR” MASCOT COSTUME AND LOGO

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL
FOR DESIGN AND PRODUCTION OF MASCOT COSTUME AND LOGO 2008
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Request for Proposals

Title: Design and Production of Mascot Costume and Logo **Issue Date**: April 12, 2008

Issuing Agency: New Hampshire State Liquor Commission
Mailing Address: P.O. Box 503
Concord NH 03302-0503
Physical Address: 50 Storrs Street
Concord, NH 03301

Period of Contract: From Governor and Council Approval through June 30, 2008.

Written Proposal Deadline: Sealed proposals will be received until **9:00AM, on Monday, April 28, 2008**, at 50 Storrs Street, Concord, for furnishing the services described herein. **Proposals postmarked prior to, but received after deadline, will not be accepted**.

If sending through the mail, send to: NHSLC, P.O. Box 503, Concord, NH 03302-0503
If sending via another carrier, send to: NHSLC, 50 Storrs Street, Concord, NH 03301
Or hand-delivered, deliver to: The New Hampshire State Liquor Commission, 50 Storrs Street, Concord, NH 03301.

Proposal Opening: Monday, April 28, 2008 at 9:00 AM

Bids must be made on the enclosed bid form and must be typed or clearly printed in ink, and signed. Corrections must be initialed. Bids that are not complete or are unsigned will not be considered. Faxed Bids will **NOT** be accepted.

Bid information made public at the time of the opening, will be limited to the names of the companies bidding.

ALL PROPOSALS MUST BE LABELED: PROPOSAL-MASCOT COSTUME AND LOGO
Attention: Tina Demers

All inquiries for information should be directed to: Lieutenant, James Wilson, telephone 603-271-8825

In compliance with this Request for Proposals, and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal, or as mutually agreed upon by subsequent negotiation.

THIS BID IS NOT VALID UNLESS SIGNED BY A PERSON AUTHORIZED TO LEGALLY BIND THE COMPANY.

Name and Address of Company:

_____

_____

_____

_____

Phone: _____ Fax: _____

E-Mail: _____

Date: _____

Contact: _____

Title: _____

Authorized Signature:

_____

State of New Hampshire
Liquor Commission
50 Storrs Street, P.O. Box 503
Concord, NH 03302-0503

RFP Issue Date: Saturday, April 12, 2008
Proposal No.: Mascot Costume and Logo
Date of Bid Opening: Monday, April 28, 2008
Time of Bid Opening: 9:00 a.m.

PLEASE DIRECT ANY QUESTIONS REGARDING THIS PROPOSAL TO: James Wilson, Lieutenant, **PHONE:** 271-8825

PROPOSAL FOR: Proposal for Design and Production of Mascot Costume and Logo

Unless specifically deleted by the N.H. State Liquor Commission, the following General Terms and Conditions apply to this Proposal and any resulting Contract.

GENERAL CONDITIONS FOR BIDDING AND CONTRACTS FOR MATERIALS, EQUIPMENT AND SUPPLIES

NATURE OF PROPOSAL AND ELIGIBILITY TO BID. The proposal is submitted in accordance with Chapter 21-1 and Chapter 8, and rules promulgated thereunder, and constitutes a firm and binding offer. The determination of whether a bid proposal may be withdrawn is solely at the discretion of the N.H. State Liquor Commission. However, in no event shall a proposal be withdrawn unless the request for withdrawal is filed within five days of the date of bid opening, and the bidder establishes that the bid contains a material mistake, and that the mistake occurred despite the exercise of reasonable care.

Proposals may be Issued only by the N.H. State Liquor Commission to authorized vendors 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 demonstrations purposes shall be delivered and installed free of charge and shall be removed by the vendor at no cost to the State. Said demonstrations units shall not be offered to the State as new equipment.

BIDS. Bids must be received at the N.H. Liquor Commission before the date and time specified for the opening. Bids must be made on the official bid proposal 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. Bids that are not complete or unsigned will not be considered.

Bids will be made public at the time of the opening and may be reviewed, only after they have been properly recorded. Bid results will not be given by telephone and shall be given by mail only if requested in writing and accompanied by a self-addressed, stamped business-size envelope.

SPECIFICATIONS. Vendors must bid on items as specified. Any proposed changes must be detailed in writing and received at the N.H. Liquor Commission at least five (5) days prior to the bid opening. Vendors shall be notified in writing if any changes to bid specifications are made. Verbal agreements or instructions from any source are not authorized.

AWARD. The award will be made to the responsible bidder meeting specifications at the lowest cost unless other criteria are noted in the proposal. Unless other criteria are noted in the proposal, the award may be made by individual items. The State reserves the right to reject any or all bids or any part thereof.

If there is a discrepancy between the unit price and the extension, the unit price will prevail.

When identical low bids are received with respect to price, award will be made by drawn lot.

Discounts will not be considered in making award but may be offered on the invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of invoice, whichever is later. On orders specifying split delivers, discounts will apply on the basis of each delivery or receipt of invoice, whichever is later.

DELIVERY. If the vendor fails to furnish items and/or service in accordance with all requirements, including deliver, 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. 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 delivers are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with theses rules has been established State personnel signatures on shipping documents shall signify only the receipt of shipment.

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 proposal 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.

PATENT INFRINGEMENT: Any bidder who has reason to believe that any other bidder will violate a patent should such bidder be awarded the contract shall set forth in writing, prior to the date and time of bid opening, the grounds for his belief and a detailed description of the patent.

ASSIGNMENT PROVISION. The bidder/vendor hereby agrees that it will 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 affect the price of goods or services obtained by the State under this contract if so requested by the State of New Hampshire.

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.

SPECIFICATION COMPLIANCE. The vendor may be required to supply proof of compliance with bid specifications. When requested, the vendor must immediately supply the N.H. State Liquor Commission with certified test results or certificates of compliance. When 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 vendor.

FORM OF CONTRACT. The terms and conditions set forth on the following pages are part of the proposal and will apply to any contract awarded the bidder unless specific exceptions are taken and accepted by the N.H. State Liquor Commission.

OFFER. The undersigned hereby offers to sell to the State of New Hampshire the commodities or services indicated in the following page(s) of this Proposal at the price(s) quoted in complete accordance with all conditions of this Proposal.

Bidder: _____

Address: _____

_____

Telephone #: _____

Fax #: _____

By: _____

THIS BID IS NOT VALID UNLESS SIGNED BY A PERSON AUTHORIZED TO LEGALLY BIND THE BIDDER.

_____

Type or Print Name and Title

EXHIBIT A - PART ONE

GENERAL INFORMATION

1. NON-COMMITMENT OF THE STATE

1.1. The solicitation of bids by this RFP does not commit the New Hampshire State Liquor Commission to award a contract or to pay costs incurred in the preparation of a bid proposal. All materials received in response to this RFP shall become the property of the State of New Hampshire and will not be returned to the Vendor. Regardless of the Vendor(s) selected, the State reserves the right to use any information presented in the proposal. The content of each Vendor's proposal is required by law to become public information once a contract has been awarded.

1.2. The State of New Hampshire assumes no responsibility or liability for costs incurred by the bidders in preparing or submitting their proposals or for samples included in their response to this RFP, or in making any requested oral presentation regarding this RFP. Any samples or any type of artwork submitted by the vendor will be returned upon request.

1.3. All proposals shall remain valid for a period of 180 days from the proposal due date.

1.4. The New Hampshire State Liquor Commission reserves the right to accept, reject any or all proposals received in response to this RFP, or to cancel this RFP entirely if it is in the best interest of the State.

1.5. The New Hampshire State Liquor Commission reserves the right to waive any informality in bid proposal content. However, failure to furnish all information requested may disqualify the bid.

1.6. The contents of the proposal of the successful bidder will become part of any contract awarded as a result of this procurement process.

1.7. Addenda to the Request for Proposal:
In the event it becomes necessary to revise any portion of the RFP, addenda will be provided to all bidders who have requested the original RFP prior to the proposal deadline.

1.8. Proposal Disclosure:
RSA 21-I:13-a, II – (1988) provides, in part that no information shall be made available to the public concerning invitations or proposals for public bids from the time the proposal is made public until contract is actually awarded, in order to protect the integrity of the public bidding process. Accordingly, the NHSLC has determined that information contained in proposals submitted to this or any subsequent RFP issued by the NHSLC shall not be released to the public or to other persons identified in RSA21-1:13-a, II, until the NHSLC has awarded a contract. At that time all proposals will be disclosed to the public to the extent required by the statutes governing access to public records and meeting (the "Right to Know" law), RSA Ch. 91-A.

1.9. Proposal Disclosure Exemption
If an Offeror wishes to submit information it believes to fall within an exemption from the disclosure requirements of the Right to Know Law, RSA Ch. 91-A, the Vendor must clearly mark each page of its proposal containing such information. A designation by the Vendor of information it believes exempt does not have the effect of making such information exempt. The State will determine the information it believes is properly exempted from disclosure.

EXHIBIT A - PART ONE

GENERAL INFORMATION

2. TERMS AND DEFINITIONS

2.1. The NHSLC has issued, and is responsible for this RFP. The Department will enter into the resulting Contract on behalf of the State.

2.2. "Bidder" or "Vendor" refers to any individual, corporation, partnership or agency that responds in writing to this RFP. "State" refers to the State of New Hampshire; "NHSLC" refers to the New Hampshire State Liquor Commission.

2.3. "Contractor" refers to the Bidder under this Request for Proposals (RFP) with which the New Hampshire State Liquor Commission negotiates a contract. The terms in this RFP referring to "Contractor", represent contract terms that will be a part of the final Contract.

2.4. The "Contract" is the resulting contract entered into between NHSLC and the successful Offeror.

3. CONTRACTING OFFICER

The Contracting Officer, acting on the Liquor Commission's behalf, is the sole point of contact in all matters relating to this RFP. All communications concerning this RFP must be addressed **in writing** via email, mail or facsimile to the Contracting Officer:

James Wilson, Lieutenant
New Hampshire State Liquor Commission
Enforcement Division
P.O. Box 1794
Concord, NH 03301
Tel: (603) 271-8825
FAX: (603) 271-3756
Email: jwilson@liquor.state.nh.gov

4. RESTRICTIONS ON COMMUNICATIONS

Other than the contracting officer listed above, bidders shall make **no unsolicited contact with any New Hampshire Liquor Commission personnel including Commissioners**, or agency designee regarding this RFP. Prior to the award of a contract, bidders shall not represent themselves to liquor commission staff or liquor commission retailers as having the endorsement of the liquor commission. Bidders who are currently doing business with New Hampshire Liquor Commission may continue to do so. However, any communication regarding this RFP is prohibited.

EXHIBIT A - PART TWO

REQUIREMENTS

1. SCOPE OF SERVICES:

1.1. The NHSLC proposes to enter into an agreement with a contractor for the sole purpose of designing and producing an "InvestiGATOR" mascot costume and mascot logo for image branding and public awareness purposes.

1.2. The Contractor shall provide design and production for the "InvestiGATOR" mascot costume and mascot logo for image branding. Costume design shall give the utmost consideration to ergonomics, safety, durability and comfort for the performers who will wear it. Contractor services shall include but not be limited to:

- Conceptual artwork for the costume and character logo
- Costume construction requirements:
  - Construction shall be lightweight closed cell foam materials that are easily cleaned
  - Costume shall have adequate ventilation
  - Costume shall have an upper body liner
  - Costume hands/gloves shall be attached to the costume
  - Costume feet shall provide stability and be responsive to the movements of the performer
  - Costume head and body components shall be independent of each other allowing maximum range of motion and visibility
  - Costume head shall be lightweight and mounted to a compact helmet with a chin strap

1.3. The Contractor shall meet with the Enforcement Representative to coordinate and receive approval before any final work is completed.

1.4. The NHSLC shall own or have exclusive rights to the logo and associated artwork.

1.5. The Contractor shall secure and pay for all permits, inspections, and licenses necessary for the execution of his work. The Contractor shall guarantee all materials and installation under normal use to be free from defects and poor workmanship for a period of one (1) year from the date of acceptance.

1.6. Experience Requirements: **It is mandatory that the Bidder as a company, corporation, or other entity must have a minimum of three (3) years successful experience in logos and costume design. This experience must be completed prior to the date established for the receipt of the proposal.** Any bidder unable to or failing to comply with this provision will not be considered for this contract.

1.7. Caution to Bidders: The logo and mascot services called for by this solicitation are critical to the needs of the New Hampshire State Liquor Commission. All contractual requirements will be strictly enforced. Any Contractor receiving an award hereunder will be held fully responsible for proper performance of contract requirements. The Liquor Commission expects a high standard of cleanliness and professionalism in performance of this contract. It is expected that an initial extra effort on the part of the Contractor will be provided to create and maintain a condition of excellence meeting the requirements of the Liquor Commission and their representative who shall be the sole judge of the level of excellence expected.

1.8. All work must be performed in such a manner as not to inconvenience building occupants. The Contractor shall conduct his work so as to interfere as little as possible with State business, determine the State's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner.

1.9. The Contractor shall secure and pay for all permits, inspections and licenses necessary for the execution of his work.

EXHIBIT A - PART TWO

REQUIREMENTS

1.10. The Contractor shall do all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner within the time specified. The Contractor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon. All the work, labor, and equipment to be done and furnished under this contract, shall be done and finished strictly pursuant to, and in conformity with the specifications described herein and any directions of the State representatives as given from time to time during the progress of the work, under the terms of this contract.

1.11. The Contractor shall at his own expense, wherever necessary or required, furnish safety devices and take such other precautions as may be necessary to protect life and property.

1.12. The Contractor shall bear all losses resulting to him or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work being done is different from what was estimated or expected, or account of the weather, elements or other causes.

1.13. Unsatisfactory response to any or all of the listed services or requirements will be a basis for immediate termination of the contract.

1.14. The Liquor Commission reserves the right to terminate this contract at any given time with a 30 day written notice.

2. INSURANCE:

2.1. The bidders shall furnish to the Contracting Officer, prior to the start of any work, insurance certificates for comprehensive general liability, automobile liability and worker's compensation in accordance with the following:

a. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per incident; and

b. Fire and extended coverage insurance covering all property which has been received from the State or purchased with funds provided for that purpose under this agreement.

c. The policies shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.

EXHIBIT A - PART TWO

REQUIREMENTS

3. BIDS

3.1. If sub contractors are to be utilized, please include information regarding the proposed subcontractors including the name of the company, their address and three references with contact personnel for each sub-contractor.

3.2. Bidders shall take careful note that only material contained in their proposal shall be criteria for contract award consideration. Bids should encompass all criteria set forth in this RFP.

3.3. Bids will be made public at the time of the opening and may be reviewed, only after they have been properly recorded. Bid results will not be given by telephone and shall only be given by mail only if requested in writing and accompanied by a self-addressed, stamped business size envelope.

3.4. The time and effort expended in bid preparation is entirely the responsibility of the bidder.

3.5. Before submitting a bid, each vendor is encouraged to visit the sites and become familiar with the equipment and pertinent local conditions, such as location, accessibility and general character of the buildings. The act of submitting a bid is to be considered full acknowledgement that the vendor has inspected the sites and is familiar with the conditions and requirements of these specifications. Arrangements to look at these locations must be made prior to bidding by contacting John Tower at telephone number 271-1710**.**

3.6. All Bidder correspondence and submittal shall be sent to :

State of New Hampshire
Liquor Commission
P.O. Box 503
Concord, NH 03302-0503
Attn: Tina Demers

Questions can also be sent via e-mail to tdemers@liquor.state.nh.us.

4. TERM:

The term of the contract shall be effective upon Governor and Executive Council Approval through June 30, 2008.

EXHIBIT B – PART ONE

BIDDER'S RESPONSE

1. EVALUATION:

1.1. The Liquor Commission will evaluate the bid proposals received in response to the RFP. The bid proposals must include specific responses for each item.

1.2. The Liquor Commission will select the bid proposal(s) most advantageous to the State for award; the resulting contract to be executed by the Commission subject to approval by the Attorney General's Office and Governor and Executive Council, as required.

1.3. Failure of the bidder to provide any information requested by the RFP may result in disqualification of the bid.

1.4. The criteria to be used in the evaluation of the bid proposals is as follows:

a. The ability of the bidder to meet the minimum specified requirements contained in Exhibit A – Part 1.

b. The overall costs of the proposal satisfying the requirements contained in Exhibit A.

1.5. Bids will only be considered from Contractors that have a minimum of three years of successful experience providing costume and character logo artwork. The Contractor shall be required to demonstrate that they have successfully completed these type services for clients of the same size and magnitude for a minimum of three years. Failure to demonstrate this experience will be grounds for bid rejection.

1.6. The Commission will make the decision for selection of a Bidder. Proposals will be evaluated for purpose of award by the New Hampshire Liquor Commission. The selected Bidder will be notified in writing.

1.7. NHSLC may cancel this RFP, or reject proposals at any time prior to an award.

1.8. Bid award for the services requested under these specifications will be based upon capacity to perform, capacity of the state to monitor and enforce performance, availability of resources to perform services, and price.

1.9. The State reserves the right to reject any or all bids or any part thereof as deemed to be in the best interest of the state.

1.10. Any agreement that may result from this proposal shall not be binding on either party until it has been approved by the New Hampshire Attorney General Office and Governor and Executive Council.

EXHIBIT B – PART ONE

BIDDER'S RESPONSE

1. **BIDDER'S REPRESENTATIVES:** The Bidder shall be required to supply the Contracting Officer with the name and telephone number of the Bidder's representative who will be on call incase of emergency twenty-four (24) hours a day.

   Name, address, and telephone number of Bidder's agent who is on twenty-four-(24) hour call.

   Name: _____

   Address: _____

   Telephone #: _____

2. **REFERENCES:** Please list three references and contact persons that your firm has performed similar work for.

   1. _____

   _____

   _____

   2. _____

   _____

   _____

   3. _____

   _____

   _____

EXHIBIT B – PART TWO

BUDGET AND METHOD OF PAYMENT

A. BILLING CHARGES:

(Billing Not to Exceed $10,000.00)

Breakdown:

1. **Mascot costume and logo design** $ _____
2. **Mascot costume production** $ _____
3. **Mascot logo licensure** $ _____
4. **Miscellaneous** $ _____

B. INVOICING:

1. All invoices must include detail of work performed, dates and location of service and prices. Please include one original invoice and one copy. Payment will not be due until thirty (30) days after the invoice has been received at the New Hampshire State Liquor Commission business office.

2. All invoices must be submitted within 30 days of the fiscal year-end, (June 30th) of each year for work completed within the current fiscal year. It is the contractor's further responsibility to ensure that they have been paid within 60 days from the time of submittal. If invoices haven't been submitted within the above mentioned time frame, approval will be required from The Governor and Executive Council prior to any processing of payments, which will delay the payment process.

3. Payment may be withheld if work is not performed as described under SCOPE OF SERVICES, and the immediate termination of this contract could occur.

4. A check will be issued through the State Treasurer and forwarded to the Vendor within fourteen (14) days after processing begins at the agency level. Payments will be for only what has been agreed to in the contract. The State of New Hampshire Liquor Commission does not pay late charges or interest.

EXHIBIT C
SPECIAL PROVISIONS

There are no special Provisions

ATTACHMENTS TO BE INCLUDED WITH BID RESPONSE

NOTE: These forms will be REQUIRED during contract signing. We ask that you provide them during the bid submission if possible, or be prepared to furnish them during contract signing.

1. Certificate of Insurance: This certificate is obtained from the Bidder's Insurance Company. One Original and two copies should be returned with Bidder's Response Sheet. The amount of insurance should reflect the requested levels of the RFP.

2. Certificate of Authorization/Good Standing: This document may be obtained through the Secretary of State's Office located in the State House, 107 North Main Street, Concord, NH 03301, 603-271-3242. One Original and two copies should be returned with the Bidder's Response Sheet.

3. Certificate of Authority/Existence: This is merely a notarized form on your company's letterhead stating the individual signing the contract is authorized to enter into contracts on behalf of the company. Make sure this form is notarized and that the person that signs this form is not the same person that signs the contract. Standard forms available upon request. One Original and two copies should be returned with the Bidder's Response Sheet.