



Request for Proposal 06-X-37741 (T1624)

For: Printing: Forms

Continuous Certified Mailers

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	02/13/06	5:00 PM
Mandatory Pre-bid Conference (Refer to RFP Section 1.3.3 for important details about the new electronic bid option.)	02/14/06	10:00 AM
Mandatory Site Visit (Refer to RFP Section 1.3.3 for more information.)	N/A	N/A
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	02/28/06	2:00 PM

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

<p>Small Business Set-Aside (Refer to RFP Section 4.4.2.2 for more information.)</p>	<p>Status</p> <p><input checked="" type="checkbox"/> Not Applicable</p> <p><input type="checkbox"/> Entire Contract</p> <p><input type="checkbox"/> Partial Contract</p> <p><input type="checkbox"/> Subcontracting Only</p>	<p>Category</p> <p><input type="checkbox"/> I</p> <p><input type="checkbox"/> II</p> <p><input type="checkbox"/> III</p>
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RFP Issued By

State of New Jersey
Department of the Treasury
Division of Purchase and Property
Trenton, New Jersey 08625-0230

Using Agency:

State of New Jersey
Administrative Office of the Courts
Cooperative Purchasing Members

Date: 02/02/06

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the Administrative Office of the Courts. The purpose of this RFP is to solicit bid proposals for printed certified mailers.

The intent of this RFP is to award a contract to that responsible bidder whose bid proposal, conforming to this RFP is most advantageous to the State, price and other factors considered. However, the State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

The NJ Standard Terms and Conditions version 01 20 06 will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

1.2 BACKGROUND

This is a re-procurement of the Certified Mailers, Continuous Forms term contract, which expired on January 31, 2006.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Purchase Bureau will accept questions and inquiries from all potential bidders electronically via web form. To submit a question, please go to Current Bid Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>

Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Bidders are not to contact the Using Agency directly, in person, by telephone or by email, concerning this RFP.

The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Addenda to this RFP, if any, will be posted on the Purchase Bureau website after the cut-off date (see Section 1.4.1. of this RFP for further information.)

1.3.2 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time.

ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED. THE DATE AND TIME IS INDICATED ON THE COVER SHEET.

THE LOCATION IS AS FOLLOWS:

**BID RECEIVING ROOM - 9TH FLOOR
PURCHASE BUREAU
DIVISION OF PURCHASE AND PROPERTY
DEPARTMENT OF THE TREASURY
33 WEST STATE STREET, P.O. BOX 230
TRENTON, NJ 08625-0230**

Directions to the Purchase Bureau can be found at the following web address:

<http://www.state.nj.us/treasury/purchase/directions.shtml>

Note: Bidders using USPS Regular or Express mail services should allow additional time since USPS mail deliveries are not delivered directly to the Purchase Bureau.

1.3.3 MANDATORY EBID PRE-BID CONFERENCE

The State of New Jersey, Department of the Treasury, Division of Purchase and Property, Purchase Bureau is pleased to announce the division's electronic procurement modernization process. This RFP will allow bidders the opportunity to submit their bid proposal electronically.

Electronic bid submittal is optional but highly recommended. Therefore, even if a bidder decides to participate in the program by submitting a bid electronically, the bidder is also required to submit the sealed bids as described in Section 4.3 and 4.4.

PLEASE READ THE IMPORTANT INFORMATION BELOW REGARDING THE eBID PROCESS AND THE REQUIREMENTS FOR THE MANDATORY PRE-BID CONFERENCE.

The date, time and location of the Mandatory Pre-Bid Conference is indicated on the cover sheet. The location of the conference will be as follows:

Department of the Treasury-Division of Purchase and Property
33 West State Street-9th Floor Bid Room
Trenton, NJ 08625-0230

Directions to the Purchase Bureau can be found on the following website:

<http://www.state.nj.us/treasury/purchase/directions.shtml>

Bid proposals will be automatically rejected from any bidder that was not represented or failed to properly register at the Mandatory Pre-Bid Conference.

The purpose of the Mandatory Pre-Bid Conference is to provide a structured and formal opportunity for the State to accept questions from vendors regarding this RFP.

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, SELECT THE BID NUMBER ON THE BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

[HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML.](http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml)

There are no designated dates for release of addenda. Therefore interested bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.

It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.

1.4.2 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP.

1.4.3 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

1.4.4 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. A bidder may designate specific information as not subject to disclosure when the bidder has a good faith

legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter.

The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.

All bid proposals, with the exception of information determined by the State to be proprietary, are available for public inspection.

Interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

1.4.5 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

1.4.6 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories

from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder, Affirmative Action Employee Information Report, Mac Bride Principles Certification, and Business Registration or Interim Registration must be supplied for each party to a joint venture.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

The following definitions will be part of any contract awarded or order placed as result of this RFP.

Addendum - Written clarification or revision to this RFP issued by the Purchase Bureau.

Amendment - A change in the scope of work to be performed by the contractor after contract award. An amendment is not effective until signed by the Director, Division of Purchase and Property or his/her designee.

Bidder – A vendor submitting a bid proposal in response to this RFP.

Contract - This RFP, any addendum to this RFP, the bidder's bid proposal submitted in response to this RFP and the Division's Notice of Acceptance.

Contractor - The contractor is the bidder awarded a contract.

Director - Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Division - The Division of Purchase and Property.

Joint Venture – A business undertaking by two or more entities to share risk and responsibility for a specific project.

May - Denotes that which is permissible, but not mandatory.

Request for Proposal (RFP) - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of [the] Using Agency[ies], as identified herein.

Shall or Must - Denotes that which is a mandatory requirement.

Should - Denotes that which is recommended, but not mandatory.

State - State of New Jersey

Using Agency[ies]- The entity[ies] for which the Division has issued this RFP.

2.2 CONTRACT SPECIFIC DEFINITIONS

N/A

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

3.1 PURPOSE, INTENT AND BACKGROUND:

This Request for Proposals (RFP) is distributed to solicit from qualified individuals or firms, proposals for the initial purchase of approximately nine hundred thousand (900,000) certified continuous mailers with double envelopes. Also, provide quotes for the following quantity (price) breaks:

500; 1000; 5000; 10,000; 25,000; 50,000; 100,000; 500,000 and 600,000.

A sample of the certified mailer (PS Form 3811 Privately Printed Form) will be available for review at the mandatory pre-bid conference.

A MANDATORY PREBID CONFERENCE IS SCHEDULED FOR FEBRUARY 14, 2006. SEE SECTION 1.3.3 FOR IMPORTANT DETAILS ABOUT THE PREBID CONFERENCE AND ELECTRONIC BID SUBMITTAL(eBID).

The contractor will:

- (1) Print the county's return address with correct bar and FIM coding on the back of the return address card.
- (2) Print the ADA logo, bar code, the return address and the article number on the face of the certified mailer.
- (3) Warehouse the certified mailers.
- (4) Ship the certified mailers to the shipping destinations on a quarterly basis or upon request.

The printing must be in accordance with new and current United States Postal Service regulations regarding the above form.

The above number represents an estimate and is not a guarantee of a minimum or a maximum. Over-runs/Underruns will not be accepted.

The vendor will also be required to provide quarterly or monthly usage and inventory reports.

The time period for the initial order quantity is one (1) year. The time period for this RFP is two (2) years (03/21/06 to 03/20/08).

3.2 PROCEDURAL REQUIREMENTS:

3.2.1 Within the first 30 days after award, the contractor will be required to meet with the Using Agency. This will allow for the implementation of procedures, clarification of billing and other processes relating to the contract.

3.2.2 Delivery and Damages

If circumstances beyond the control of the contractor result in the inability to meet project deadlines, it is the responsibility and obligation of the vendor to make the details known immediately to the Administrative Office of the Courts and also notify:

The Department of Treasury
Purchase Bureau
33 West State Street
PO Box 230
Trenton, NJ 08625.
3.3 Ordering/Billing and Warehouse/Shipping Process

The purchase order for the before-mentioned quantity will be placed at one time for the duration of the year. Lesser quantities may also be ordered during the course of the year should the need arise, in accordance with the appropriate unit price bid.

Each initial order will be paid in full by the State upon completion of the order and warehoused.

The certified mailers will be warehoused by the contractor. Shipments will be made on a quarterly basis to the vicinages, or in specified quantities upon demand should the need arise.

Quarterly or monthly useage and inventory reports will be generated by the contractor and issued to each vicinage and to the Administrative Office of the Courts. The Administrative Office of the Courts will determine whether monthly or quarterly reports are required.

3.4 Transfer and Ownership of the Forms:

Title to the forms will pass from the contractor to the State when production is completed, forms are warehoused, and payment is made by the State to the contractor. However, while the forms are in the possession of the contractor, the contractor will be responsible for, and will ensure the overall quality of, the forms while in production and storage, including the maintaining of insurance coverage adequate to cover their replacement value.

3.5 PROPOSAL PREPARATION

The proposal should be submitted in one volume (where practical) and that volume divided into three (3) easily identified sections as follows:

Section 1 - Corporate/Proprietor Profile

This section shall provide detailed information about the firm or individual, and references. References should include address, contact name, and phone number, of at least three (3) firms for whom the bidder has provided services of similar scope and nature. Information should also be provided concerning warehousing capacity and warehouse locations, the ordering process, and the delivery ARO.

Section 2 - Technical Proposal

This section shall provide, in detail, the vendors approach to the tasks listed in this RFP. The vendor should also provide a list of potential questions or problems they may encounter and possible solutions to those problems. The bidder should provide a schedule of projected delivery dates.

Section 3 - Cost

This section should include all costs related to the project.

Bid prices must be all inclusive of direct and indirect costs, clerical, overhead, travel, general, report preparation and administrative costs. Warehousing and shipping costs must be included.

It is required that the bidder's price quote be expressed in cost per thousand, as applicable on the Price Sheet.

3.6 SUBMITTAL OF SAMPLES:

Vendors must submit, with their bids, samples of similar certified mailers previously produced by the vendor on a similar job.

3.7 DELIVERY:

SEE EXHIBIT #1 FOR LOCATIONS, QUANTITIES AND DELIVERY DATES.

Note: Some cities may have more than one delivery address. Included in Exhibit 1 is a preliminary list of the delivery addresses for each location. The quantities listed therein represent estimates, and are not guarantees of minimums or maximums.

3.7.1 The contractor is required to give at least two (2) working days prior notice to the delivery addressee before delivery.

3.7.2 All prices quoted must be FOB Destination and inside spotted delivery.

3.7.3 The State shall have the authority to inspect the supplied product. Should the result of any inspection made by the State indicate that the supplied product is not satisfactory, the contractor will immediately remedy the situation, which may include replacement of the product, at no additional cost, to meet the requirements of the State.

3.7.4 All deliveries are to be made in accordance with security hours at the delivery location. Arrangements are to be made with the local contact as specified on the purchase order. The State does not guarantee loading dock or freight elevators at the delivery location, and it is the vendor's responsibility to be appropriately equipped.

3.7.5 Cartons are not to exceed 35# gross weight. Each carton is to be labeled with correct stock identification and quantities.

3.7.6 On the signatory page, the contractor must indicate expected delivery date after receipt of the initial purchase order from The Administrative Office of the Courts.

3.8 TECHNICAL SPECIFICATIONS

3.8.1 Supplier must provide approval letter from the USPS authorizing the Certified Mailer. Supplier must have USPS approval prior to production to privately print the USPS Form 3800 and Form 3811. The USPS should be contacted annually in the event of changes or updates.

3.8.2 Supplier must be certified by the USPS National Customer Support Center (NCSC), Special Services Certification Process, in order to privately print the PS Form 3800.

3.8.3 General Specifications: Overall Size: 11-1/2" x 6" See detailed specs below.

- A. Ply 1: Domestic Receipt Card PS Form 3811 with printed article number and postal indicia Permit No. G-10.
- B. Ply 2: Top mailer envelope with ADA logo, return address, green Certified Mail lines, yellow blown-on label, and printed article numbers and bar code.

- C. Ply 3: Tissue insert with carbon.
- D. Ply 4: Back mailer envelope with return address and ADA logo.

3.8.4 Paper Specifications:

A. The weight of the Domestic Return Receipt must meet postal requirements (90 lb. Index or 100 lb. Tag).

B. Weight of mailer stock:

- Ply 1: Domestic Receipt Card
- Ply 2: 20# Bond
- Ply 3: 15# Bond
- Ply 4: 20# Bond
- Ply 5: 15# Bond

3.8.5 Printing Specifications:

A. The Vicinage return address will be printed in black ink in three (3) locations:

1. On the front face 1-11/16" from the top edge, and 5" from the left edge of the mailer.
2. On the back of the green Domestic Return Receipt card. FIM bar-coding must also be printed in this location.
3. On the upper left corner of the back envelope.

Camera-ready copy will be supplied by the Judiciary - The Administrative Office of the Courts.

3.8.6 The supplier will provide 20-Digit sequential article numbers (the bar code numbers). The numbers must follow the requirements in Publication 109 of the Domestic Mail Manual of the USPS.

A. The digits of the bar code numbers are as follows:

First 2 digits are "71" to reflect that it is a privately printed certified mail piece.

The next 9 digits reflect the DUNS number.

The next 8 digits are the serial number (the article number)

The last digit is a "check" digit.

B. The bar code number is to be printed in three (3) locations:

1. In position 2 "Article Number" on the Domestic Return Receipt.
2. In the upper left corner of the yellow peel-off label.
3. Under the bar code on the front page using approved florescent ink and OCR font 1A.

C. A Taggant Area of Angstrum Ink is to be printed to the left of the bar code.

3.8.7 The green Certified Mail lines:

- A. Dimensions are 7/32" high x 3-1/8" wide.
- B. Location: flush against the top edge of the mailer, 2-3/4" from the right edge of the mailer, and 5-1/2" from the left edge of the mailer.
- C. Green ink must be fluorescent green ink as approved by the US Postal Service.

3.8.8 1" x 4" Blown-on Yellow label:

- A. Adhesive on yellow label must be strong enough to maintain adherence during printing, yet must peel off cleanly and easily during removal.
- B. Location:
 - 1. Top edge must be 2-1/2" from top of mailer.
 - 2. Right edge must be 2" from right edge of mailer.
 - 3. "Detach Before Mailing _____" must be printed on the lower third of the label.

3.8.9 American Disability Act (ADA) logo (1-1/4" x 5/8") will be printed in black ink on:

(a) front face of top mailer (behind the Domestic Receipt Card)

and

(b) front face of back mailer.

Location (on both envelopes) will be 2" down from the top edge of the mailer, and 2" from the left edge of the sprocket strip.

Copy reads: "Please notify court of disability accommodation needs".

3.8.10 Tissue Insert with Carbon.

Tissue is 6-1/4" x 6" and attached to right edge of back mailer. A carbon box (4" x 1-3/4") is superimposed on the tissue at 3-3/4" from the top edge of the envelope to the top edge of the carbon, and 2" from the right edge of the envelope to the right edge of the right sprocket strip.

3.8.11 The closed end of the mailer must use neural lock and glue to seal the mailer together.

3.8.12 Coated transfer tape must be used to seal right side of the envelope after the documents are inserted.

3.8.13 Perforations on the open-end of the mailer are (12) per inch on the sealer strip. Perforations on the sprocket hole strips and between each mailer are (4) per inch.

3.8.14 Creases of the mailers must be boned (de-tenting) to ensure smooth flow of the mailers through the printers.

3.8.15 The completed certified mailers must be tightly packed in the shipping cartons to prevent movement that will damage the sprocket hole strips. Cardboard inserts are to be placed in the cartons on top of the mailers to level out the imbalance caused by the extra thickness of the Return Receipt.

3.8.16 The certified mailers must be continuous forms.

3.8.17 Compatibility

IMPORTANT NOTE:

THE CERTIFIED DATA MAILERS MUST BE COMPATIBLE WITH AND GUARANTEED TO RUN FLAWLESSLY ON THE FOLLOWING EQUIPMENT:

- IBM 4247 V03
- IBM 4230-5S3
- IBM 4224
- MEMOREX 1330

3.8.18

PLEASE NOTE: THE VARIOUS SHIP TO ADDRESSES AND THE RETURN ADDRESS IMPRINTS, AND BID ACCORDINGLY. SEE EXHIBIT #1.

ADDRESS SHEETS, DELIVERY SCHEDULES AND QUANTITIES WILL BE DISCUSSED AT THE MANDATORY PRE-BID CONFERENCE TO BE HELD ON FEBRUARY 14, 2006.

3.8.19

IMPORTANT NOTE: THE POSSIBLITY EXISTS THAT THERE MAY BE ADDITIONAL RETURN ADDRESSES WHICH MAY BE INCLUDED IN THE INITIAL QUANTITY PURCHASED. BIDDERS ARE REQUIRED TO PROVIDE A FLAT UNIT PRICE FOR ADDITIONAL RETURN ADDRESS IMPRINT. THE UNIT OF MEASURE WILL BE A FLAT "COST PER ADDITIONAL ADDRESS" (SEE APPROPRIATE 'PER M' PRICE LINE).

THE TIME SPAN OF THIS ADDITIONAL LINE ITEM WILL BE FOR THE DURATION OF THE CONTRACT.

SPECIAL PROJECTS/ADDITIONAL WORK:

SHOULD ADDITIONAL WORK BE REQUIRED WHICH IS BEYOND THE SCOPE OF THIS RFP, BUT IS RELATED TO THE OVERALL CONTRACT, THE CONTRACTOR WILL BE REQUIRED TO SUBMIT A WRITTEN COST ESTIMATE AND PRODUCTION SCHEDULE TO THE STATE CONTRACT MANAGER.

COSTS FOR THIS ADDITIONAL WORK WILL BE APPROPRIATELY PRORATED AS A ONE-TIME UPCHARGE. EXAMPLES OF SUCH MODIFICATIONS CAN INCLUDE AUTHORS ALTERATIONS, PROGRAMMING CHANGES, INK OR PAPER STOCK VARIATIONS, ETC.

THE CONTRACTOR WILL RECEIVE WRITTEN AUTHORIZATION TO PROCEED FROM THE STATE CONTRACT MANAGER AND THE PURCHASE BUREAU.

TO REPEAT: BECAUSE OF THE CHANGES WHICH CAN BE IMPLEMENTED BY THE USPS, IT WOULD BEHOVE THE PRINTER TO GET **USPS COPY APPROVAL** BEFORE GOING TO PRESS.

4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP’s signatory page, in preparing and submitting its bid proposal.

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page:

<http://www.state.nj.us/treasury/purchase/bid/summary/06x37741.shtml>.

Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration.**

THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.

4.3 NUMBER OF BID PROPOSAL COPIES

The bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the **“ORIGINAL” bid proposal**.

The bidder should submit one (1) **full, complete and exact copy of the original bid proposal, clearly marked "COPY"**.

The copy requested is necessary in the evaluation of the bid proposal. A bidder failing to provide the requested copy will be charged the cost incurred by the State in producing the requested copy.

It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 BID PROPOSAL CONTENT

4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/06x37741.shtml>.

The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract.

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/06x37741.shtml>.

4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/06x37741.shtml>.

4.4.2 PROOF OF REGISTRATIONS THAT MUST BE SUBMITTED WITH THE BID PROPOSAL

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

FAILURE TO SUBMIT A COPY OF THE BIDDER'S BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE WITH THE BID PROPOSAL MAY BE CAUSE FOR REJECTION OF THE BID PROPOSAL.

The bidder may go to www.nj.gov/njbgs to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 01 20 06 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/06x37741.shtml>

4.4.3 FORMS FOR SUBMITTAL

4.4.3.1 MAC BRIDE PRINCIPLES CERTIFICATION

The bidder is required to complete the attached Mac Bride Principles Certification evidencing compliance with the Mac Bride Principles. The requirement is a precondition to entering into a State contract. The Mac Bride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/06x37741.shtml>.

4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a State contract. The Affirmative Action Forms are located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/06x37741.shtml>.

4.4.4 SUBMITTALS

The bidder should submit printed samples with its bid.

4.4.4.1 BIDDER EXPERIENCE - DATA SHEETS

The bidder must provide all of the information requested in the Bidder's Data Packet located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/06x37741.shtml>.

4.4.4.2 SAMPLES/SAMPLE TESTING

The mandatory samples submitted with the bid must meet the specification requirements set forth in the RFP and must be representative of the product bid.

Please Note: Additional bid samples for evaluation and testing purposes are to be made available at no charge and delivered to The Administrative Office of the Courts, at the bidder's expense.

The bidder must, within five (5) working days following a request from the State, submit bid samples to The Administrative Office of the Courts.

Bid samples will not be returned.

The Administrative Office of the Courts will conduct laboratory tests to assure that the bid samples submitted conform to this RFP.

The State reserves the right to perform any tests necessary to assure that the bid samples conform to this RFP.

The testing results of the State are final.

4.4.5 FINANCIAL CAPABILITY OF THE BIDDER

Upon request, in order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit two years of certified financial statements that include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

The bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with its Bid Proposal.

The State reserves the right to make the determination whether to accept the bidder's assertion of confidentiality and will advise the bidder accordingly.

4.4.6 PRICING

The bidder must submit its pricing using the format set forth in the State supplied price sheet(s) attached to this RFP. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

Each bidder is required to hold its prices firm for a period of ninety (90) days. Every effort will be made to award the contract prior to the time period set forth above.

4.4.7 PRICE SHEET INSTRUCTIONS

All prices must be entered on the price sheet.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 01 20 06 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/06x37741.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and the NJ Standard Terms and Conditions version 01 20 06, and any Addendum to this RFP, the Addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any Addendum to this RFP, and the bidder's bid proposal, the RFP and/or the Addendum shall govern.

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of twenty-four (24) months.

The anticipated "Contract Effective Date" is provided on the signatory page of this RFP:

<http://www.state.nj.us/treasury/purchase/bid/summary/06x37741.shtml>.

If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of two (2), one-year periods, by the mutual written consent of the contractor and the Director.

Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than forty-five (45) days after contract expiration.]

5.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract.

5.4 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the contractor and the Director.

5.5 ITEMS ORDERED AND DELIVERED

The Using Agency is authorized to order and the contractor is authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the

Using Agency reveals that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or as a basis not to award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the Agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

The contract involves items which are necessary for the continuation of ongoing critical State services. Any delay in delivery of these items would disrupt State services and would force the State to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the State's ongoing needs.

5.6 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State administrative code and/or authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

5.7 MANUFACTURING/PACKAGING REQUIREMENTS

5.7.1 All products must conform in every respect to the standards and regulations established by Federal and New Jersey State laws.

5.7.2 All products shall be manufactured and packaged under modern sanitary conditions in accordance with federal and state law and standard industry practice.

5.7.3 All products are to be packaged in sizes as specified in this RFP and shall be packaged in such a manner as to ensure delivery in first class condition and properly marked for identification. All shipments must be comprised of original cartons associated with the commercial industry represented by the actual product contained within each carton. Deliveries containing re-used, re-labeled, re-worked or alternate cartons are subject to rejection by the Using Agency at the contractor's expense.

5.8 CLAIMS

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1.1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

5.9 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as required by in paragraph 3.19 of the NJ Standard Terms and Conditions version 01 20 06, located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/06x37741.shtml>

contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for

Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

This information must be provided in a tabular format such that an analysis can be made to determine the following:

- Contractor's total sales volume to each purchaser under the contract, subtotaled by product, including, if applicable, catalog number and description, price list with appropriate page reference and/or contract discount applied.
- Total dollars paid to subcontractors.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement for information.

Contractors are strongly encouraged to submit the required information in electronic spreadsheet format. The Purchase Bureau uses Microsoft Excel.

Failure to report this mandated information will be a factor in future award decisions.

6.0 PROPOSAL EVALUATION/CONTRACT AWARD

6.1 CONTRACT EVALUATION

The following criteria will be used to evaluate the bid proposal submitted in response to this RFP. The criteria are not listed in order of importance:

6.1.1 Price

6.1.2 Experience of the bidder

6.1.3 The bidder's past performance under similar contracts, including if applicable, the Division's vendor performance database.

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

Prior to contract award and with the exception of scheduling a review of submitted bids, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal with the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

The bidder may be required to give an oral presentation to the State concerning its bid proposal. The State may also require the bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with the bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the State's discretion whether to require the bidder to give an oral presentation or require the bidder to submit written responses to questions regarding its bid proposal. Action by the State in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

6.3 BID DISCREPANCIES

In evaluating bids:

- Discrepancies between words and figures will be resolved in favor of words.
- Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices.
- Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices.
- Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total.
- Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum of the column of figures.

6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

Following the opening of bid proposals, the State reserves the right, pursuant to N.J.S.A. 52:34-12(f), to negotiate: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder and reserves the right to seek a Best and Final Offer (BAFO) from one or more bidders and request to negotiate, the bidder must continue to satisfy all mandatory RFP requirements but may improve upon its original technical proposal in any revised technical proposal. However, any revised technical proposal that does not continue to satisfy all mandatory requirements will be rejected as non-responsive and the original technical proposal will be used for any further evaluation purposes, in accordance with the following procedure:

The State will conduct an initial review and determine whether and with which bidder(s) it will negotiate, and will communicate its request to each such bidder. In response, the bidder will submit any required revisions to its proposal.

In response to the State's request for a BAFO, the bidder may submit a revised price proposal that is equal to or lower in price than its original submission, but must continue to satisfy all mandatory requirements.

After receipt of the results of the negotiation and/or the BAFO(s), the Evaluation Committee will complete its evaluation and recommend to the Director for award that responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered.

All contacts, records of initial evaluations, any correspondence with bidders related to any request for negotiation or BAFO, any revised technical and/or price proposals, the State's evaluation and the Award Recommendation, will remain confidential until an Intent to Award notice is issued.

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted N.J.S.A. 19:44A-20.13 – 25 on March 22, 2005 the “Legislation”), retroactive to October 15, 2004, superseding the terms of Executive Order 134. Pursuant to the requirements of the Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

7.1.1.1 DEFINITIONS

For the purpose of this section, the following shall be defined as follows:

a) Contribution – means a contribution reportable as a recipient under “The New Jersey Campaign Contributions and Expenditures Reporting Act.” P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition of a business entity includes (i)all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii)any subsidiaries directly or indirectly controlled by the business entity; (iii)any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv)if a business entity is a natural person, that person’s spouse or child, residing in the same household.

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

It shall be a breach of the terms of the contract for the Business Entity to (i)make or solicit a contribution in violation of the Legislation, (ii)knowingly conceal or misrepresent a contribution given or received; (iii)make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv)make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any State or county party committee; (v)engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi)fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii)engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii)directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134> , shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State’s request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134> , shall be provided to the intended awardee with the Notice of Intent to Award.

7.1.1.4 STATE TREASURER REVIEW

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor’s responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

7.2 FINAL CONTRACT AWARD

Contract award shall be made with reasonable promptness by written notice to that responsible bidder, whose bid proposal, conforming to this RFP, is most advantageous to the State, price, and

other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

7.3 INSURANCE CERTIFICATES

The contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured.

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the contractor will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and email address.

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.