

STATIONERY & OFFICE SUPPLIES
VARIOUS AGENCIES
T-0052

NOTICE OF AWARD

THIS NOTICE OF AWARD PROVIDES CONTRACT INFORMATION FOR OFFICE AND STATIONERY SUPPLIES FOR VARIOUS USER AGENCIES.

CHANGES TO THE PREVIOUS CONTRACT:

1. A MINIMUM DISCOUNT RATE IS 38%.
NOTE: A MINIMUM ORDER REQUIREMENT OF \$50.00 REMAINS THE SAME.
2. A PRIMARY AND A BACKUP AWARD FOR EACH REGION WAS MADE FOR THE NON SET-ASIDE CATEGORY TO RESPONSIVE BIDDERS OFFERING THE HIGHEST DISCOUNT IN EACH REGION. USING AGENCIES ARE TO USE THE PRIMARY CONTRACTOR IN THE REGION THEY ARE UTILIZING TO SECURE THE PRODUCT, UNLESS THE ITEMS ARE OUT OF STOCK FOR IMMEDIATE DELIVERY. IN SUCH EVENT, THE AGENCY SHALL USE THE SECONDARY VENDOR.
3. SIX AWARDS FOR EACH COUNTY WERE MADE IN THE SET-ASIDE CATEGORY TO THE RESPONSIVE BIDDERS OFFERING THE HIGHEST DISCOUNTS IN EACH COUNTY. USING AGENCIES ARE TO PURCHASE FROM THE CONTRACTOR OFFERING THE HIGHEST DISCOUNT FOR THE ITEM IN ITS COUNTY. WHEN USING A SET-ASIDE VENDOR, USING AGENCIES MAY ALSO CONSIDER PROXIMITY AND EXPEDITED DELIVERY AS WELL AS PRICE AS A FACTOR.
4. LINES 1 THROUGH 21 ARE SMALL BUSINESS CONTRACTORS AND ARE AWARDED TO THE CONTRACTORS OFFERING THE HIGHEST RESPONSIVE DISCOUNTS IN EACH COUNTY. LINES 22 THROUGH 25 ARE NON SET-ASIDE AND ARE AWARDED TO THE CONTRACTORS OFFERING THE HIGHEST DISCOUNTS IN EACH REGION.
5. THE THREE CATALOGS IN USE FOR THIS CONTRACT ARE THE UNITED OFFICE PRODUCTS, THE S. P. RICHARDS AND THE ACTION EMCO CATALOGS. THE 2004 UNITED OFFICE PRODUCTS, 2004 S P RICHARDS AND 2004 ACTION EMCO CATALOGS WILL BE IN USE FOR THIS BID UNTIL 10/31/04. THE 2005 WILL BE IN USE FOR THE SECOND YEAR OF THE CONTRACT EFFECTIVE NOVEMBER 1, 2004 UNTIL 10/31/05, ETC.
6. QUARTERLY MODIFICATIONS, INCREASES AND /OR DECREASES, TO THE LIST PRICES WILL BE GRANTED ON THE FOLLOWING DATES: APRIL 1, JULY 1, OCTOBER 1 AND JANUARY 1, FOR EACH YEAR OF THE CONTRACT. THE

CONTRACTORS ARE REQUESTED TO SUBMIT A HARD COPY OF THE "POCKET PRICERS" THAT ARE PROVIDED BY THE WHOLESALE TO THE PURCHASE BUREAU PRIOR TO THE DATES LISTED ABOVE. IT IS THE CONTRACTOR'S

RESPONSIBILITY TO PROVIDE DOCUMENTATION TO THE USING AGENCY ANY TIME THE STATE HAS AN APPROVED MODIFICATION, INCREASE AND/OR DECREASE.

THIS MAY BE ACCOMPLISHED BY PROVIDING TO THE USING AGENCY A POCKET PRICER.

CONTRACT VENDORS AT A GLANCE

REGION	PRIMARY	BACKUP
NON SET-ASIDE:		
NORTH	ALLIED OFFICE SUPPLY (73.3%)	W B MASON COMPANY (70.6%)
CENTRAL	ALLIED OFFICE SUPPLY (73.3%)	W B MASON COMPANY (70.6%)
CAPITAL	ALLIED OFFICE SUPPLY (73.3%)	W B MASON COMPANY (70.6%)
SOUTH	ALLIED OFFICE SUPPLY (73.3%)	W B MASON COMPANY (70.6%)

SMALL BUSINESS ENTERPRISE

COUNTY	VENDOR NAME	DISCOUNT
ATLANTIC	ACTION OFF. SUP.	60%
ATLANTIC	RARITAN VALLEY OFF. SUP.	56.5%
ATLANTIC	EXECUTIVE BUS. PRODS.	53%
ATLANTIC	TRIANGLE BLUE PRINT	51.5%
ATLANTIC	SOMERSET OFF. SUP.	51.5%
ATLANTIC	E J SCHUSTER	50.1%
BERGEN	ACTION OFF. SUP.	60%
BERGEN	SAVEON STATIONERY CO.	60%
BERGEN	RARITAN VALLEY OFF. SUP.	56.5%
BERGEN	ACCURATE OFF. SUP.	56.5%
BERGEN	ABLE OFFICE PRODUCTS	53%
BERGEN	JOHNSON BUS. PRODS. INC	53%
BURLINGTON	ACTION OFF. SUP.	60%
BURLINGTON	SAVEON STATIONERY CO.	60%
BURLINGTON	RARITAN VALLEY OFF. SUP.	56.5%
BURLINGOTN	EXECUTIVE BUS. PRODS.	53%
BURLINGTON	TRIANGLE BLUE PRINT	51.5%
BURLINGTON	SOMERSET OFF. SUP.	51.5%
CAMDEN	ACTION OFF. SUP.	60%
CAMDEN	RARITAN VALLEY OFF. SUP.	56.5%
CAMDEN	EXECUTIVE BUS. PRODS.	53%
CAMDEN	TRIANGLE BLUE PRINT	51.5%
CAMDEN	SOMERSET OFF. SUP.	51.5%
CAMDEN	PREMIER OFF. SUP.	49%
CAPE MAY	ACTION OFF. SUP.	60%
CAPE MAY	EXECUTIVE BUS. PRODS.	53%

CAPE MAY	SOMERSET OFF. SUP.	51.5%
CAPE MAY	PREMIER OFF. SUP.	49%
CAPE MAY	SUPPLIES SUPPLIES INC.	48%
CAPE MAY	AL MEHTA & CO. INC.	43.92%
CUMBERLAND	ACTION OFF. SUP.	60%
CUMBERLAND	EXECUTIVE BUS. PRODS.	53%
CUMBERLAND	SOMERSET OFF. SUP.	51.5%
CUMBERLAND	PREMIER OFF. SUP.	49%
CUMBERLAND	SUPPLIES SUPPLIES INC.	48%
CUMBERLAND	AL MEHTA & CO. INC.	43.92%
ESSEX	ACTION OFF. SUP.	60%
ESSEX	SAVEON STATIONERY CO.	60%
ESSEX	RARITAN VALLEY OFF. SUP.	56.5%
ESSEX	ACCURATE OFF. SUP.	56.5%
ESSEX	ABLE OFFICE PRODUCTS	53%
ESSEX	JOHNSON BUS. PRODS. INC.	53%
GLOUCESTER	ACTION OFF. SUP.	60%
GLOUCESTER	EXECUTIVE BUS. PRODS.	53%
GLOUCESTER	SOMERSET OFF. SUP.	51.5%
GLOUCESTER	PREMIER OFF. SUP.	49%
GLOUCESTER	SUPPLIES SUPPLIES INC.	48%
GLOUCESTER	BELLIA OFF. FURNITURE CO.	45%
HUDSON	ACTION OFF. SUP.	60%
HUDSON	SAVEON STATIONERY CO.	60%
HUDSON	RARITAN VALLEY OFF. SUP.	56.5%
HUDSON	ACCURATE OFF. SUP.	56.5%
HUDSON	ABLE OFFICE PRODUCTS	53%
HUDSON	JOHNSON BUS. PRODS. INC.	53%
HUNTERDON	ACTION OFF. SUP.	60%
HUNTERDON	SAVEON STATIONERY CO.	60%
HUNTERDON	RARITAN VALLEY OFF. SUP.	56.5%
HUNTERDON	ABLE OFF. PROD. CORP.	53%
HUNTERDON	TRIANGLE BLUE PRINT	51.5%
HUNTERDON	SOMERSET OFF. SUP.	51.5%
MERCER	ACTION OFF. SUP.	60%
MERCER	SAVEON STATIONERY CO.	60%
MERCER	RARITAN VALLEY OFF. SUP.	56.5%
MERCER	EXECUTIVE BUS. PRODS.	53%
MERCER	ABLE OFF. PROD. CORP.	53%
MERCER	SOMERSET OFF. SUP.	51.5%
MIDDLESEX	ACTION OFF. SUP.	60%
MIDDLESEX	SAVEON STATIONERY CO.	60%
MIDDLESEX	RARITAN VALLEY OFF. SUP.	56.5%
MIDDLESEX	ABLE OFF. PROD. CORP.	53%
MIDDLESEX	SOMERSET OFF. SUP.	51.5%
MIDDLESEX	TRIANGLE BLUE PRINT	51.5%
MONMOUTH	ACTION OFF. SUP.	60%
MONMOUTH	SAVEON STATIONERY CO.	60%
MONMOUTH	RARITAN VALLEY OFF. SUP.	56.5%

MONMOUTH	ABLE OFF. PROD. CORP.	53%
MONMOUTH	TRIANGLE BLUE PRINT	51.5%
MONMOUTH	SOMERSET OFF. SUP.	51.5%
MORRIS	ACTION OFF. SUP.	60%
MORRIS	SAVEON STATIONERY CO.	60%
MORRIS	RARITAN VALLEY OFF. SUP.	56.5%
MORRIS	ACCURATE OFF. SUP.	56.5%
MORRIS	ABLE OFF. PROD. CORP.	53%
MORRIS	SOMERSET OFF SUP	51.5%
OCEAN	ACTION OFF. SUP.	60%
OCEAN	SAVEON STATIONERY CO.	60%
OCEAN	RARITAN VALLEY OFF. SUP.	56.5%
OCEAN	EXECUTIVE BUS. PRODS.	53%
OCEAN	ABLE OFF. PROD. CORP.	53%
OCEAN	SOMERSET OFF. SUP.	51.5%
PASSAIC	ACTION OFF. SUP.	60%
PASSAIC	SAVEON STATIONERY CO.	60%
PASSAIC	RARITAN VALLEY OFF. SUP.	56.5%
PASSAIC	ACCURATE OFF. SUP.	56.5%
PASSAIC	ABLE OFF. PROD. CORP.	53%
PASSAIC	SOMERSET OFF SUP	51.5%
SALEM	ACTION OFF. SUP.	60%
SALEM	EXECUTIVE BUS. PRODS.	53%
SALEM	SOMERSET OFF. SUP.	51.5%
SALEM	CANTON OFFICE SUPPLY	50%
SALEM	PREMIER OFF. SUP.	49%
SALEM	SUPPLIES SUPPLIES INC.	48%
SOMERSET	ACTION OFF. SUP.	60%
SOMERSET	SAVEON STATIONERY CO.	60%
SOMERSET	RARITAN VALLEY OFF. SUP.	56.5%
SOMERSET	ABLE OFF. PROD. CORP.	53%
SOMERSET	SOMERSET OFF. SUP.	51.5%
SOMERSET	TRIANGLE BLUE PRINT	51.5%
SUSSEX	ACTION OFF. SUP.	60%
SUSSEX	SAVEON STATIONERY CO.	60%
SUSSEX	OAK TREE OFF. SUP. INC.	55.1%
SUSSEX	SOMERSET OFF. SUP.	51.5%
SUSSEX	PREMIER OFF. SUP.	49%
SUSSEX	SUPPLIES SUPPLIES INC.	48%
SUSSEX	PEARSON BUSINESS PRODS.	48%
UNION	ACTION OFF. SUP.	60%
UNION	SAVEON STATIONERY CO.	60%
UNION	RARITAN VALLEY OFF. SUP.	56.5%
UNION	ACCURATE OFF. SUP.	56.5%
UNION	ABLE OFF. PROD. CORP.	53%
UNION	SOMERSET OFF SUP	51.5%
WARREN	ACTION OFF. SUP.	60%
WARREN	SAVEON STATIONERY CO.	60%

WARREN	RARITAN VALLEY OFF. SUP.	56.5%
WARREN	SOMERSET OFF. SUP.	51.5%
WARREN	CLINTON BUSINESS PROD.	50.5%
WARREN	CANTON OFF SUP	50%

TERMS AND CONDITIONS
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE & PROPERTY
PURCHASE BUREAU
33 WEST STATE STREET, TRENTON, NEW JERSEY 08625

STATIONERY & OFFICE SUPPLIES REVISED
T-0052

REVISED MARCH 2004

*****IMPORTANT NOTE: THIS IS A PARTIAL SET-ASIDE, BUT EVEN IF YOU ARE AN INCUMBENT BIDDER AND/OR HAVE BEEN PREVIOUSLY REGISTERED OR CERTIFIED UNDER THE FORMER SBE/MBE/WBE PROGRAM, YOU WILL NEED TO BE SURE THAT YOU ARE REGISTERED WITH THE COMMERCE COMMISSION ON THE DAY OF BID RECEIPT AND OPENING UNDER THE NEW, SMALL BUSINESS PROGRAM TO BE ELIGIBLE FOR AWARD, BY COUNTY. REGIONS WILL BE AWARDED TO NON-SET-ASIDE VENDORS. THE TELEPHONE NUMBER TO CALL TO CHECK YOUR SMALL BUSINESS REGISTRATION STATUS IS 609 292-2146. *****

THIS REVISED RFP REPLACES THE RFP ORIGINALLY ISSUED ON DECEMBER 23, 2003. ONLY THOSE BIDDERS WHO ATTENDED AND PROPERLY REGISTERED ARE ELIGIBLE TO BID.

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- 1.0 INFORMATION FOR BIDDERS
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- 6.0 PROPOSAL EVALUATION AND CONTRACT AWARD
- 7.0 EXHIBITS/ATTACHMENTS
- 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 various State Agencies and Local Governments. The purpose of this RFP is to solicit bid proposals for office supplies and stationery items that are not available at Distribution & Support Services.

The intent of this RFP is to award contracts to those responsible bidders whose bid proposals, conforming to this RFP are most advantageous to the State, price and other factors considered.

The Standard Terms & Conditions, pages 2 to 7 of this RFP, 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 same unless the RFP specifically indicates otherwise.

The State intends to extend the contracts awarded to the Purchase Bureau's cooperative purchasing partners. These partners include quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges.

ALTHOUGH THE STATE, WITH THE ASSENT OF THE VENDOR(S), IS MAKING THE USE OF ANY CONTRACT RESULTING FROM THIS RFP AVAILABLE TO NON-STATE AGENCIES, THE STATE MAKES NO REPRESENTATION AS TO THE ACCEPTABILITY OF ANY STATE RFP TERMS AND CONDITIONS UNDER THE LOCAL PUBLIC CONTRACTS LAW OR ANY OTHER ENABLING STATUTE OR REGULATION.

It is the State's intent to award one primary and one backup award for each region (North, Central, Capital and South) for non set-aside vendors.

See Section 7.0 for the identification of the region.

It is also the State's intent to award a maximum of six small business set-aside awards for each county (in any of the set-aside categories).

See Chapter 13 attached to this RFP.

1.2 Background

This is a reprocurement of the Stationery and Office Supplies contract, presently due to expire on April 30, 2004. Vendors who are interested in the current contract specifications and pricing information are encouraged to visit the Purchase Bureau's website on the World Wide Web. The applicable "T" reference number for this lookup is T-0052. The exact WWW address is [HTTP://www.state.nj.us/treasury/purchase/contracts.htm](http://www.state.nj.us/treasury/purchase/contracts.htm)

1.3 Key Events

1.3.1 Questions and Inquiries

It is the policy of the Purchase Bureau to accept questions and inquiries from all vendors. Written questions should be mailed, e-mailed or faxed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

Purchase Bureau
Division of Purchase and Property
State of New Jersey
P.O. Box 230
Trenton, New Jersey 08625
Fax: (609) 292-0490
Attention: Beverly Speck
E-Mail Address: Beverly.Speck@treas.state.nj.us

After the submission of bid proposals, unless requested by the State, contact with the State is limited.

1.3.1.1 Question Protocol

Questions should be submitted in writing to the attention of the assigned Purchase Bureau buyer. Written questions should be directly tied to the RFP by the writer. Questions should be 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.

Short procedural inquiries may be accepted by telephone by the Purchase Bureau buyer, however, oral explanations or instructions given over the telephone shall not be binding on the State. Vendors shall not contact the Using Agency directly, in person, or by telephone, concerning this RFP.

1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

A Mandatory Pre-Bid Conference has been scheduled for this procurement. The cut-off date for submission of questions was the date of the Mandatory Pre-Bid Conference. While all questions will be entertained at the Mandatory Pre-Bid Conference, it is strongly urged that questions be submitted in writing prior to the Mandatory Pre-Bid Conference. Written questions must be submitted to the Purchase Bureau buyer. It is requested that vendors having long, complex or Multiple part questions submit them in writing as far in advance of the Mandatory Pre-Bid Conference as possible. This request is made so that answers can be prepared by the State by the time of the Mandatory Pre-Bid Conference.

1.3.3 Mandatory Pre-Bid Conference

The date, time and location of the Mandatory Pre-Bid Conference was as follows:

February 24, 2004
NJ State Museum
205 West State Street
Trenton, NJ 08625

CAUTION: 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.

Any revisions to the RFP resulting from the Mandatory Pre-Bid Conference will be formalized and distributed to attendees as written addendum to this RFP. Answers to deferred questions will also be distributed to attendees as written addendum to this RFP.

1.4 Additional Information

1.4.1 Revisions to this RFP

In the event it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any RFP addendum will be distributed to all vendors sent this RFP.

Any addendum issued before the Mandatory Pre-Bid Conference will be distributed to all vendors who were sent this RFP. Any addendum issued at the time of or after the Mandatory Pre-Bid Conference will be distributed only to those vendors represented and properly registered at the Mandatory Pre-Bid Conference.

1.4.2 Addendum as a Part of this RFP

Any addendum to this RFP shall become part of this RFP and part of any contract awarded as a result of this RFP.

1.4.3 Issuing Office

This RFP is issued by the Purchase Bureau, Division of Purchase and Property. The buyer noted in Section 1.3.1 is the sole point of contact between the vendor and the State for purposes of this RFP.

1.4.4 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. By submitting a bid proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, as to all of the requirements of this RFP.

1.4.5 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.

1.4.6 Contents of Bid Proposal

The entire content of every bid proposal will be publicly opened and will become a matter of public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal. All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment to inspect bid proposals received in response to this RFP by contacting the Purchase Bureau buyer.

1.4.7 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 being made to the bidder.

1.4.8 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, Affirmative Action Employee Information Report, MacBride Principles Certification and business registration must be supplied by each party to the joint venture.

1.5 The bidder's signature guarantees that prices set forth within the manufacturer's preprinted catalogs will govern for the period of the contract. The bidder also acknowledges that, notwithstanding any reference to price escalation clauses, fob shipping point, and shipping charges contained in the preprinted catalogs, and/or literature, such references shall not be part of any State contract awarded as a result of this RFP.

In addition to the above requirements, all bidders are encouraged to submit their price list(s) in the form of a CD in PDF or text format. However, the preprinted hard copy paper price list must be included with the bid proposal.

NOTE: The State may upload the CD to the internet in order to facilitate user ordering from the contract. If the CD is uploaded, the contractor will NOT have to provide the Using Agency with a hard copy of the preprinted price list(s), and the contractor will not have to verify pricing and/or products.

2.0 DEFINITIONS

2.1 The following definitions shall be part of any contract awarded or order placed as a 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. An amendment is not effective until signed by the Director, Division of Purchase and Property.

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.

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 Agencies, as identified herein.

Shall or Must - Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal, as materially non-responsive.

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

State - State of New Jersey

Using Agency or Agencies - The entities for which the Division has issued this RFP.

3.0 COMMODITY DESCRIPTION

3.1 Items Included in this RFP are as follows:

UNITED STATIONERS CATALOG

ITEMS	PAGE NUMBERS
Art & Drafting	236
Badges	274-277
Binders & Binding Systems, Supplies	283-313, 316-319
Boards (Supplies)	327, 329, 340-341
Books	345-348
Briefcases	391, 393-395, 397-399
Calendar	422-452
Card Filing & Cards	458-469
Cash Boxes & Handling	472-477
Catalog Racks	478-479
Clipboards, Clips & Clamps	480-483
Computer Supplies & Dustcovers	497-501, 509, 521-526, 534-539
Copyholders	550-552
Correction Supplies	553-556
Data Storage Media (Tape Cartridges)	564-565, 567, 569-576
Desk Accessories	577-599, 605-615
Dictation Tapes & Diskettes	627
Erasers	641
File Fasteners, Folders & Files	661-731
Flags	732-734
Forms	737-758
Frames	759-762

Glues & Adhesives	763-767
Indexes	773-786
Labelmakers (Manual) & Labels	792-808
Label Holders	809
Laminating Accessories	810-813
Lamps	814-821
823	Letter Openers
Literature Files	830
Mailroom	841-848
Magnifiers	851
Notebooks & Organizers	859-872
Pads & Pad Holders	873-889
Paper	911
Pens, Pencils & Pencil Sharpeners (No pens or pencils costing more than \$10.00 list)	920-933, 938-986
Posters	987-988
Pricemarkers	989
Paper Punches	1027-1031
Report Covers	1033-1048
Ribbons	1049-1061
Rubber Bands, Rulers & Scissors	1062-1063, 1077-1079
Sheet Protectors	1080-1084
Signs	1092-1095
Stamps	1103-1106
Staplers, Staples & Removers (No staplers costing more than \$600.00 list)	1111-1119
Surge Protectors	1122-1127
Tags & Tape	1128-1136
Time Cards	1155

S. P. RICHARDS CATALOG

ITEMS	PAGE NUMBERS
Adhesives	162-167
Badges & Holders	202-207
Bank Supplies	208-213
Binders, Accessories & Supplies	219-249, 252-255, 1137
Board Accessories	258, 260, 266, 269
Books	272-279
Calculator Accessories	318-319
Calendars	320-343
Card Filing	349-358
Cases	359-362
Catalog Racks	375-377

Clipboards & Form Holders		378-380	Clips, Clamps &
Fasteners	381-385		
Computer Cleaning		396-404	
Computer Media		430-432, 434-446	
Computer Monitor Screens		448-452	
Computer, Mouse Pads, etc.		453-461, 481-485	
CPU Stands		473	
Copyholders		493-497	
Corrections Supplies		498-502	
Desk Accessories		504-521, 523-537	
Dictation & Accessories		538	
Drawing/Graphics/Art		555	
Easel Pads		559-560	
Erasers		579	
File Folders		598-667	
Forms		670-684	
Frames		685-692	
Healthcare		714	
Indexes		717-737	
Labelmakers(Manual) & Supplies		781, 783-785	
Labels		789-807	
Laminating Accessories		814-816	
Lamps		817-823	
Magnifiers		834-835	
Mailers		838-843	
Motivational Materials		850-851	
Notebooks		861-868	
Organizers		873-884	
Pads & Pad Holders		885-906	
Paper		907-911, 1146-1147	
Pens, Pencils & Sharpeners		944-958, 961, 964-1015	
(No pens or pencils costing more than \$10.00 list)			
Price Markers		1016	
Punches		1056-1063	
Report Covers		1064-1080	
Ribbons		1081-1095	Rubber Bands &
Rulers	1096-1099		
Sheet Protectors		1160-1165	
Signs		1172-1176	
Stamps		1179-1184	
Staplers(Battery & Electric)		1186-1199	
(No staplers costing more than \$600.00 list)			

Tags	1200
Tape & Dispensers	1201-1211
Telephone List Finders, pads, etc.	1214-1218
Time Recorder Cards	1236-1237

ACTION EMCO CATALOG

Adhesives	192-197
Badges	214-218
Binders, Accessories & Supplies	221-250, 252-255
Board Accessories	261, 268-270, 272, 274
Bookends/Book Racks	275
Books	276-279, 281-282
Calendars & Diaries	305-328
Card Files	329-338
Cases	340-346
Cash Boxes	347-348
Catalog Racks	349-351
Certificates & Holders	352-353
Check Supplies & Clipboards	354-356
Copyholders	362-364
Correction Supplies	365-367
Computer Cleaning Supplies	371-375
CPU Stands	376
Computer Media Storage	393-400
Computer Monitor/Filters	400-403
Computer Mouse Pads, Wrist Pads	406-408, 423-427
Data Storage (Tapes)	380-382
Desk Accessories	429-442, 457-459
Desk Organizers	443-456
Dust Covers	387
Erasers (No Electric)	201, 479
Fasteners	493-495
File Folders	497-555
Flags	556-560
Form Holders & Forms	562-574
Indexes	576-590, 815
Labelmakers (Manual) & Supplies	616-644
Laminating Accessories	645-648
Lamps	649-652
Legal Supplies	652-653
Magnets/Magnifiers	658
Mailing Supplies	661-674
Moisteners/Money Handling	667-679
Motivational Materials	680
Notebooks/Numbering Machines	682-690
Organizers	694-700

Pads & Pad Holders		702-721
Paper Clips, Pins, Tacks		740-743
Pens, Pencils & Sharpeners (No pens costing more than \$10.00 list)		744-747,749-760,763-811
Photo Accessories		812-814
Punches		815-823
Report Covers		825-835
Ribbons		836-850
Rubber Bands, Rulers		852-854
Sharpener		862-865
Protectors	866-873	865
Signs		880-881
Stamps		886-891
Staples, Staplers, etc.		892-906
Surge Suppressors		906-909
Tags & Tickets		911-913
Tape		913-916
Telephone List Finders, Pads, etc.		922-927
Time Cards		928

3.2 Items Excluded from this RFP are as follows:

All furniture, filing cabinets, custom rubber stamps, air cleaners, time recorders and racks, equipment, software and items covered by other State contracts are excluded from this contract. Additional items excluded from this contract are listed below as follows:

UNITED STATIONERS CATALOG

ITEMS	PAGE NUMBERS
Office Suites, Furniture, Chairs, etc.	4-230
Air Cleaners	231-232
Art & Drafting	233-235,237-248
Audio Visual	249-271
Back Supports	272-273
Batteries/Flashlights	278-280
Binding Systems	313-315
Boards	321-326,328,330-339,342-344
Books	349-351
Breakroom/Janitorial	352-389
Briefcases (Luggage & Computer)	390-397,400
Calculators	401-421
Cameras & Film	453-457
Card Filing Cabinets	469
Carts	470-471

Cash (Registers & Drawers)	472
Check (Check Writers)	472
Clocks	484-487
Coat Racks/Hangers	488-492
Computer Hardware & Accessories	493-496, 502-520, 527-533, 540-542
Copiers	544-549
Data Storage Media	558-563, 566, 568
Desk Accessories	594-595, 600-604
Dictation Equipment	616-626
Envelopes	629-640
Extension Cords	642
Fans	643-645
Fax Machines & Supplies	647-660
Footrests	735-736
Hand Trucks	768-769
Heaters & Humidifiers	770-772
Key Control & Knives	787-790
Labelmakers, Electronic & Printers	792-799
Laminating Machines	810-811
Lamps/Light Bulbs	822
Letter Openers, Electric	823
Literature Files	824-829, 831-834
Mailroom Equipment	835-840
Mail Bags	844
Maps & Globes	849-850
Mats	852-858
Paper	890-910, 912-913
PDA's & Accessories	914-919
Pens, Pencils (Exceeding \$10.00 list)	921, 925, 935-939, 944, 950
Printers & Supplies	990-1026
Paper Punches (Exceeding \$150.00 list)	1027-1028
Safety & Security	1064-1076
Shredders	1086-1091
Stamp, Electric Time & Custom Stamps	1096-1103
Staplers (Exceeding \$600.00 list)	1108-1110
Step Stools & Ladders	1120-1121
Surge Protectors (UPS Battery Backup Systems) (Exceeding \$500.00 list)	1123
Tape Dispensers (Exceeding \$600.00 list)	1134
Telephones	1137-1150
Time Clocks & Time Card Racks	1151-1154
Tools	1156-1159
1160-1162	Trimmers, Paper
Typewriters	1163
Waste Containers	1164-1180

S. P. RICHARDS CATALOG

ITEMS	PAGE NUMBERS
Furniture	4-161
Air Cleaners & Humidifiers	168-169
Audio Visual	170-200
Backrests	201
Bank Supplies (Courier Bags)	208
Batteries & Flashlights	214-218
Binding Systems	250-251,255
Bulletin Boards	256-257,259,261-271
Books	280-281
Breakroom Appliances & Supplies	282-300
Calculators	301-317
Cameras & Supplies	344-348
Cases (Luggage & Computer)	363-372
Cash Registers & Check Writers	373-374
Clocks	386-389
Computer A/V	390-395
Computer Vacuums	404
Computer Input Devices	406-424,462-464
Computer Media, CD, etc.	425-429,433
Computer Monitor Stands & Arms	474-480
Computer Tools	486
Computer Peripherals (Battery Backups)	465-471,485
(Exceeding \$500.00 list)Computer Security	472
Copiers & Supplies	487-492
Desk Organizers	516,522-523
Dictation & Recorders	539-547
Drawing/Graphics/Art	548-554
Easels	556-558
Electrical Supplies	561
Envelopes	562-578
Fans	580-582
Fax Machines, Paper & Supplies	583-597
Footrests	668-669
Garment Racks	693-695
Hand Trucks & Heaters	696-698,715-716
699-713	Healthcare
Janitorial & Key Control	738-777
Knives & Blades	778-779
Labelmakers (Electronic) &	781-783,786-788
Lettering SystemsLadders, Stepstools & Laminating Machines	808-
813,815-816	

Light Bulbs	824
Literature Sorters & Racks	825-832
Magnifiers & Eyeglasses	833
Mailroom Equipment	836-837, 841, 844-845
Maps & Flags	846-847
Mats	848-849
Multifunctional Machines	852-860
Organizers, Electronic & Software	869-872
Paper	912-943
Pens, Pencils, etc (Exceeding \$10.00 list)	945, 947, 960-967, 974, 980, 982, 985
Printer & Printer Supplies	1017-1055
Paper Punches (Exceeding \$150.00 list)	1056, 1058-1059
Safety & Security	1100-1111
School Supplies	1112-1136, 1138-1145, 1148-1153
Scissors & Trimmers	1154-1159
Shredders	1168-1171
Signs, Electronic Moving Message (LED)	1173
Stamps (Custom Stamps)	1177-1178, 1181
Telephones & Answering Machines	1212-1214, 1219-1231
Time Recorders	1232-1235
Tools & Accessories	1238-1240
Trimmers	1241-1243
Typewriters	1244
Waste Containers	1245-1253
New Additions	1254-1256

ACTION EMCO CATALOG

Furniture	4-190
Art & Drafting 208-212	198-207 Audio Visual
Batteries	219-220
Binding Systems	251-252, 254
Bulletin Boards	257-267, 270-274
Books, (Maps, Dictionaries, Electronic)	280-282
Breakroom Supplies	283-290
Calculators	292-304
Carts	339
Cases (Luggage & Computer)	341-346
Checkwriters	354
Clocks	356-358, 452
Copiers & Supplies	359-361
Cushions	368
Computer Cables & Vacuums	370-371
Computer Input Devices	383-386

Computer Keyboard Platforms	387-392
Computer Media Vault	400
Computer Monitor Stands, Printer Stands & Accessories	404-406,408-409
Computer Printers & Supplies	411-422
Computer Tool Kits	423
Cord Control	376
Data Storage	377-379,382
Desk Organizers	450-451
Easels	461-463
Electrical Supplies	463-464
Envelopes	465-479
Facsimile Machines & Supplies	481-488
Fans & Heaters	489-491
Filing Systems (Racks & Stands)	541,544
Flashlights	560
Footrests	561-562
Janitorial Supplies, Key Control & Knives	592-613
Label Makers, Electronic Printers	616-618
Laminating Machines	645-647
Literature & Sign Holders	654-656
Mailroom Equipment	659-660
Meeting Room Accessories	675-676
Office Accessories	692
Organizers, Electronic & Software	693-694
Paper	721-740
Pens,Pencils,etc.(Exceeding \$10.00 list)	749,751,761-767,777,798
Pencils (Colored and Crayons)	198,748,789,797
Punches (Exceeding \$150.00 list)	815-817
Safety & Security	856-858
Scales	859
Scissors	860-861
Shredders	875-879
Signs (Electronic Moving Message)	880
Stamps (Custom Stamps)	883-885
Telephones & Telephone Accessories	917-923
Time Clocks	929-930
Tools/Transparencies	853,931-933
Travel Accessories	934
Trimmers	935-937
Typewriters	938
Wastebaskets	940-944

3.3 Discounts and Catalogs

The bidder must offer a discount off the United Office Products, the S. P. Richards or the Action Emco catalogs. All discounts shall remain firm for the entire term of this contract, including any extensions.

The bidder must bid all items identified in Section 3.1 of this RFP in order to be considered for an award. Bidders must exclude the items identified in Section 3.2. Bidders may not exclude any other items from this bid.

Bidders seeking awards in more than one county (set-aside bidders) and/or regions (non set-aside bidders) must offer the same discount in all counties and regions bid.

The 2004 United Office Products Catalog, the 2004 S P Richards Catalog and the 2004 Action Emco Catalog will be in use for this bid until 10/31/04. The 2005 United Office Products Catalog, the 2005 S. P. Richards Catalog and the 2005 Action Emco Catalog will be in use for the second year of the contract effective November 1, 2004 until 10/31/05, etc.

During the contract term, the State reserves the right to review all three catalogs and revise the list of excluded and included items, to include additional items to be available under this contract. The level of discounts offered may affect the volumes ordered under this contract.

In the second year of this contract, contractors must provide their new catalogs to the Purchase Bureau and Using Agencies, if requested, within five (5) days of notification.

Based on the current contract awards, a minimum discount of thirty-eight percent(38%) is required in order to be considered for award.

If a contractor provides diskettes or CD's, the pricing included on the diskettes or CD's must be the same as the pricing listed in the United Office Products, the S. P. Richards and the Action Emco catalogs. The contractor must provide additional catalogs, diskettes and CD's free of charge to the Using Agencies and to the Purchase Bureau, if requested.

The contractor's discounts will be identified, in descending order, in the notification of award to all Using Agencies. Instructions in the Notice of Award resulting from this RFP will include the suggestion for all Using Agencies to purchase the items required from the contractor offering the highest discount for the item in its applicable region for non set-aside vendors and in its county for set-aside vendors. Using Agencies will be permitted to select either a non set-aside or a set-aside vendor. When using a set-aside vendor, Using Agencies may also consider proximity and expedited delivery as well as price as a factor.

Quarterly modifications, increases and/or decreases, to the list prices will be granted on the following dates: April 1, July 1, October 1 and January 1, for each year of the contract. The contractors are requested to submit a hard copy of the "pocket

pricers" that are provided by the wholesaler to the Purchase Bureau prior to the dates listed above. The increased list prices will be confirmed on the United Stationers, the S P Richards and the Action Emco websites.

It is the contractor's responsibility to provide documentation to the Using Agency any time the State has an approved modification, increase and/or decrease. This may be accomplished by providing to the Using Agency a pocket pricer. Users will be advised via the contract Notice of Award to use the internet capability for price verification when available to them.

Small Business Enterprise contractors are required to make and can only make deliveries in the counties awarded.

Non Set-Aside contractors may only make deliveries in the regions they are awarded.

Onsite delivery must be made to stockrooms designated by the person placing the order. It is not the purpose of this contract for deliveries to be made to individual desks or persons.

A minimum order of \$50.00 list is required for free shipping. Contractors may charge a handling fee of up to \$10.00 for all orders under \$50.00. However, contractors having pick-up facilities available are to allow Using Agencies the option to pick up orders at no additional charge.

Website Ordering

Non Set-Aside bidders bidding more than one region must have a website on which orders can be placed. The website is to be listed on the information sheet included in this RFP. Other bidders should have this capability. Using Agencies will be instructed to use internet capability whenever possible. The contractors are responsible for providing sufficient training to the end users for ordering on their website.

Order Fill Rate

Contractors must provide ninety-seven percent (97%) fill rate within the two (2) day delivery period. The remaining three percent (3%) must be delivered within five (5) days when billing by voucher. Billing can be made when the order is complete.

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 General

The bidder must follow instructions contained in this RFP and on the bid cover sheet in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The first page (face) of this RFP shall be signed by an authorized representative of the bidder. However, if the bidder is a limited partnership, the first page (face) of this RFP must be signed by a

general partner. If the bidder is a joint venture, the first page (face) of this RFP must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

Pricing and information sheets must be completed in their entirety. Failure to comply with this requirement may result in rejection of the bid proposal.

No changes or white outs will be permitted on the specification sheets, unless each change is initialed and dated in ink by the bidder.

4.2 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 cover sheet. 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 must be labeled with the bid identification number, final bid opening date and the buyer's name (See RFP cover sheet).

4.3 Number of Bid Proposal Copies

Each bidder must submit one (1) complete original bid proposal, clearly marked as the "ORIGINAL" bid proposal. Each bidder should submit one (1) full, complete and exact copy of the original. The copies requested are necessary in the evaluation of the bid proposal. Bidders failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 Proposal Content

4.4.1 Forms

4.4.1.1 Ownership Disclosure Form

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

4.4.1.2 MacBride Principles Certification

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another vendor.

4.4.1.3 Affirmative Action

The bidder must 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.

4.4.1.4 Set-Aside Contracts

In addition to non set-aside awards by region, this is also a Set-Aside Contract for Category I, II and III Small Businesses for individual county awards. The bidder should provide, with its bid proposal, evidence of current and valid registration as a small business from the New Jersey Commerce & Economic Growth Commission (Commerce).

*****IMPORTANT NOTE: EVEN IF YOU ARE AN INCUMBENT BIDDER AND/OR HAVE BEEN PREVIOUSLY REGISTERED OR CERTIFIED UNDER THE FORMER SBE/MBE/WBE PROGRAM, YOU WILL NEED TO BE SURE THAT YOU ARE REGISTERED WITH THE COMMERCE COMMISSION ON THE DAY OF BID RECEIPT AND OPENING UNDER THE NEW, SMALL BUSINESS PROGRAM TO BE ELIGIBLE FOR AWARD. THE TELEPHONE NUMBER TO CALL TO CHECK YOUR STATUS IS 609 292-2146.*****

4.4.2 Submittals

4.4.2.1 Catalogs

Bidders must submit their catalogs with their bids from S. P. Richards, United Stationers or Action Emco in order to be considered for award. No contract will be awarded if a catalog is not received.

4.4.2.2 BIDDER DATA SHEET

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly note here that it is doing so:

- 1. Name of individual that may be contacted at all times if information, service, or problem solving is required by the Using Agency. This service shall be available at no additional charge.

(please print or type)

Name: _____

Address: _____

City, State: _____

Telephone Number: _____ Fax Number: _____

- 2. Years of this individual's experience in servicing similar accounts: _____

- 3. Identify the similar accounts this individual has serviced:

4.4.2.3 REFERENCE DATA SHEETS - SATISFACTORY CUSTOMER SERVICE

The bidder should provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly state here that it is doing so:

Supply the name(s) of present customers you are servicing for contracts of a similar size and scope to those required by this RFP. The State reserves the right to visit these locations and verify production.

1. Name of customer provided as reference: _____

Name of individual State may contact to verify reference:

Phone # of contact person: _____

Length of time services provided by the bidder to this customer:

2. Name of customer provided as reference: _____

Name of individual State may contact to verify reference:

Phone # of contact person: _____

Length of time services provided by the bidder to this customer:

3. Name of customer provided as reference: _____

Name of individual State may contact to verify reference:

Phone # of contact person: _____

Length of time services provided by the bidder to this customer:

4.4.2.4 Mandatory Contractor Data Sheet - Terminated Contracts

The bidder should provide all of the information requested. The bidder may provide its response on a separate attachment but should

clearly state here that it is doing so:

Provide a list of contracts, if any, your firm has been terminated from during the last three years along with the reason that your contract was terminated. List name of contact person and phone number of the firm that terminated your firm's contract.

1. Name of Firm: _____

Contact Person: _____

Phone Number: _____

Reason for Termination: _____

2. Name of Firm: _____

Contact Person: _____

Phone Number: _____

Reason for Termination: _____

3. Name of Firm: _____

Contact Person: _____

Phone Number: _____

Reason for Termination: _____

4.4.3 Cost Proposal

The bidder must submit its pricing using 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.

4.4.4 Method of Bidding

The bidder is to indicate the catalog on which its percent discount is based by putting an (X) on the line next to the catalog being bid on the pricing page. Small businesses bidding more than one county must bid the same catalog in every county. Non set-aside businesses bidding more than one region must bid the same catalog in every region. The bidder must bid an entire region in order to be considered. Selected counties within a region will not be accepted.

4.4.5 Plan of Action

Bidders are required to provide a well-defined Plan of Action that will describe the bidder's method for providing office supplies to the users. Failure to do so may result in your bid being rejected. Included as part of this plan should be the following information:

- The region of the State for which the bidder is bidding.
- The region of the State in which the bidder is located.
- A list of locations from which supplies will be made available and will be distributed for this contract including inventory on hand for supplying Agencies under this contract.
- An explanation of how the vendor will distribute the required supplies. Do you use your own fleet of vehicles, UPS, or other delivery services, etc?
- The bidder's capability to utilize the State Procurement Card.

NOTE: THIS IS A MANDATORY REQUIREMENT. BIDDERS HAVE BEEN DISQUALIFIED FOR FAILURE TO INCLUDE A PLAN OF ACTION WITH THEIR BID.

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 Standard Terms and Conditions of the RFP.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the Standard Terms and Conditions, 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 Business Registration - See Standard Terms & Conditions, Section 1.1

5.3 Contract Term and Extension Option

The term of the contract shall be for a period of two (2) years. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP. 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 45 days after contract expiration.

5.4 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.

5.5 Availability of Funds

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes is made. No legal liability on the part of the State for payment of any money shall arise unless funds are made available each fiscal year to the Using Agencies by the Legislature.

5.6 Contract Amendment

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

5.7 Procedural Requirements and Amendments

5.7.1 The contractor shall comply with procedural instructions that may be issued from time to time by the Director.

5.7.2 During the period of the contract, no contractual changes are permitted, unless approved in writing by the Director.

5.7.3 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.

5.8 Items Ordered and Delivered

The Using Agencies are authorized to order and the contractors are authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agencies 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 in the termination of the contract or in the award of any 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 that 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.

5.9 Disclosure of Product Composition - Not Applicable

5.10 Remedies for Non-Performance

In the event that the contractor fails to comply with any material contract requirement, the Director may take steps to terminate the contract in accordance with the State administrative code. In this event, the Director may 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.

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

5.12 All products shall be manufactured and packaged under modern sanitary conditions in accordance with good commercial practice.

5.13 All products are to be packaged in sizes as specified in this RFP and shall be packaged in such a manner as to insure 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.

5.14 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.

5.15 Contract Activity Report

In conjunction with the standard record keeping requirements of this contract, as listed in paragraph 3.19 of this RFP's standard terms and conditions, the contractor must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under its contract. 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 under contract, subtotaled by product.

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

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

Failure to submit these mandated reports will be a factor in future award decisions.

6.0 PROPOSAL EVALUATION AND CONTRACT AWARD

6.1 For a product bid that has been determined to be in compliance with this RFP, the contract shall be awarded on the basis of the following criteria, not necessarily listed in the 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.

6.1.4 Tie Bids - In the event that tie bids are received, the tie factors listed in NJSA 17:12-2.10 will be used to break the tie. If the tie cannot be broken, the State will request a best and final offer from only the tie bidders and the bidder whose discount is the highest will receive the award.

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

After the submission of bid proposals, 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 to the buyer or any other state official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal. A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with a 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 Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee 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 Contract awards shall be made with reasonable promptness by written notice to those responsible bidders, whose bid proposals, conforming to this RFP, are 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 so to do.

7.0 GEOGRAPHIC REGIONS

NON SET-ASIDE VENDORS

Counties within the regions are identified below.

(DISCOUNT OFFERED MUST BE FOB DESTINATION)

NORTH	CENTRAL	CAPITAL	SOUTH
BERGEN	HUNTERDON	MERCER	ATLANTIC
ESSEX	BURLINGTON		CAMDEN
HUDSON	MIDDLESEX		CAPE MAY
MORRIS	MONMOUTH		CUMBERLAND
PASSAIC	OCEAN		GLOUCESTER
SUSSEX	SOMERSET		SALEM
UNION			
WARREN			

ELECTRONIC ORDERING: _____ YES _____NO (MANDATORY IF BIDDING MORE THAN ONE REGION)

WEBSITE: _____

SET-ASIDE VENDORS

(DISCOUNT OFFERED MUST BE FOB DESTINATION)

ELECTRONIC ORDERING: _____ YES _____NO

WEBSITE: _____