



Request for Proposal 07-X-38369

For: Printing: Posters, Fliers, Brochures, Newsletters, and Folders (T-0701)

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	June 16, 2006	5:00 pm
Mandatory Pre-bid Conference (Refer to RFP Section 1.3.3 for important details about the new electronic bid option.)	June 16, 2006	10:00 am
Mandatory Site Visit (Refer to RFP Section 1.3.3 for more information.)	Not Applicable	
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	July 7, 2006	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.

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

Date: 06/05/2006

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NOTICE TO BIDDERS

SET-ASIDE CONTRACTS

N.J.S.A 52:32-17, N.J.A.C. 17:13, 12A:10

Pursuant to the provisions of the New Jersey statute and administrative code cited above, this contract, or a portion thereof, has been designated as a set-aside contract for Small Business. As such, as indicated on page one of this document, eligibility to bid is limited to bidders (or subcontractors, as applicable) that meet statutory and regulatory requirements and have had their eligibility determined by the New Jersey Commerce and Economic Growth Commission (Commerce). The definitions of each Small Business set-aside category can be found at N.J.A.C. 17:13-1.2 or N.J.A.C. 12A:10-1.2.

"Small Business" means a business that has its principal place of business in the state of New Jersey, is independently owned and operated, and has no more than 100 full-time employees.

The new program places Small Business into the following categories: (I) those with gross revenues up to \$500,000; (II) those with gross revenues of up to \$5 million; and (III) those with gross revenues that do not exceed \$12 million. While companies registered as having revenues below \$500,000 can bid on any contract, those earning more than the \$500,000 and \$5 million amounts will not be permitted to bid on contracts designated for revenue classifications below their respective levels.

Each business interested in bidding for this contract should provide, as part of its response to this solicitation, proof of its current registration as a qualifying Small Business with the New Jersey Commerce and Economic Growth Commission. Any business that seeks to register as a Small Business is required to submit a fee along with its application to Commerce.

All necessary forms and any additional information concerning registration may be obtained by contacting Commerce's office of Small Business services, by telephone at the number below, or by mail, or in person between the hours of 9:00 am and 5:00 pm at the address below:

**NEW JERSEY COMMERCE AND ECONOMIC GROWTH COMMISSION
OFFICE OF SMALL BUSINESS SERVICES
20 WEST STATE STREET - 4TH FLOOR
PO BOX 820, TRENTON, NJ 08625-0820**

TELEPHONE: 609-292-2146

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 Lottery Commission and other State Using Agencies. The purpose of this RFP is to solicit bid proposals for the printing of various posters, fliers, brochures, newsletters, and folders for the lottery Commission.

Only full service professional printing establishments with multi-color printing facilities/production equipment will be considered for this contract. Subcontracting of the printing portion is not allowed. Subcontracting of prepress and postpress is allowed.

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. 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 05 09 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 reprocurement of the Printed Posters, Fliers, Brochures, Newsletters, Folders and Booklets term contract, presently due to expire on June 30, 2006 Bidders who are interested in the current contract specifications and pricing information may review the current contract T-0701 at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

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 Pre-Bid Conference

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

**State of New Jersey Purchase Bureau
33 West State Street-9th Floor Bid Room
Trenton, NJ 08625**

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>.

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

1.5 ALTERNATIVE PROJECTS PRICE SCHEDULES

In order to make alternative options available to the Agency, "Alternative Projects Price Schedules" are provided for bidders to fill out. These price schedules are provided as a writable Excel file titled Exhibit 1-Alternative Projects Price Schedules. See Section 3.1.1 for more specific information concerning these price schedules.

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.

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

3.0 SCOPE OF WORK

3.1 GENERAL PRODUCTION INFORMATION

3.1.1 ALTERNATIVE PROJECTS PRICE SCHEDULES

In order to make alternative options available to the Agency, “Alternative Projects Price Schedules” are provided for bidders to fill out. These price schedules are provided as a writable Excel file titled Exhibit 1-Alternative Projects Price Schedules. This file will be a separate attachment from the RFP Text. Bidders should fill the schedules out, print them out and include them with their bid package. Bidders should also save them electronically to a CD and include it with the RFP package. The electronic version will be uploaded to the Purchase Bureau’s NOA page for successful bidders. Hard copy must be submitted with the bid package to be used for the bid evaluation.

The Excel file consists of 7 worksheets titled as follows:

CATEGORY 1 & 2

CATEGORY 3 & 4

CATEGORY 5 & 6

CATEGORY 7 & 8

CATEGORY 9 & 10

CATEGORY 12 & 13 (there is no alternative price schedule for category 11 or 16)

CATEGORY 14 & 15

Please be sure to fill out all of the worksheets for each category you are bidding on and return a hard copy and a copy on a CD with your bid.

The Purchase Bureau will evaluate the Alternative Projects Price Schedules submissions to determine if they should become a part of the final contract. The Purchase Bureau may compare submissions to other State contracts, Federal GSA contracts, industry standards or any combination thereof. Alternative Projects Price Schedule submissions deemed as **NOT IN THE BEST INTEREST OF THE STATE OF NEW JERSEY** may be eliminated as a part of the contract.

Following is what this separate attachment will look like (please note the worksheets on the bottom):

3.1.4 PRINTING ESTABLISHMENTS ONLY

Only full service professional printing establishments with multi-color printing facilities/production equipment will be considered for this contract. Subcontracting of the printing portion is not allowed. Subcontracting of prepress and postpress is allowed.

3.1.5 PACKING/BANDING

All work is to be packed in cartons not to exceed 40 lbs. Mark cartons with description, PO number and quantity per carton. Cartons must be stretch wrapped on skids. Paper or rubber banding in the quantities listed is very important. Quantities per package cannot vary from that which is requested. The Lottery Commission distributes the products printed based on the banded amount. For example, if a mailing is being done, they may send a package to a merchant and place one bundle of brochures containing 100 pieces, not 125 or 250 but 100 pieces as banded.

3.1.6 PRESS APPROVAL

The Agency and any contracted advertising agency may require a press check for any and all printings under this contract. Prices submitted should cover possible press checks. There can be no additional charges for added press time due to press checks.

3.1.7 PAPER PRICE ESCALATION CLAUSE

The following specifications are an integral part of this specification. Please read carefully and bid accordingly. Due to the volatility of the paper market, price escalations – for paper only – are allowable under this contract. The successful bidder will be required to keep prices firm for the first issue of the contract award, or first purchase order, whichever is later, as a minimum.

After this initial period, the contractor may submit to the Director of the Division of Purchase and Property, a request for a price adjustment if the contractor's price for the paper has been increased by the paper merchant.

This increase will only be considered after the contractor has determined that no comparable source of supply is available. The contractor must document his efforts in this regard.

The contractor must make good faith effort to secure the required amount of paper from alternate sources before applying for any increase(s). Such effort must be documented.

The contractor must also submit a letter from the paper merchant and paper mill documenting the increase. The contractor may apply for any price increase which occurs thereafter.

3.1.8 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 requested to submit a written cost estimate and production schedule to the Agency. Costs for this additional work will be appropriately paid for as an up charge. Examples of such modifications can include author's alterations, programming changes, ink or paper stock variations, etc., as pertains to this contract. The contractor will receive authorization to proceed from the Agency and the Purchase Bureau Printing Unit.

In addition, a separate price schedule titled "Alternative Price Schedules" is provided as a separate attachment to this RFP. Bidders should provide the prices requested as pertains to the specific requirements listed below. For example, the Agency may wish to have a particular

poster folded down to 9 X 12. The folding is not included in the price provided for section 3.2.1. The folding will be provided as a separate price on this Price Schedule and the Agency can use this price to acquire the folding service.

3.1.9 BIDDING OPTIONS PER CATEGORY

Bidders may provide pricing for any category they feel they can successfully produce for the State. Bidders do not have to provide pricing for all categories. Awards will be made by category or groups of categories as outlined below.

3.1.10 STOCK SUBSTITUTION

In the event the Agency wants to substitute paper stock, a written quotation must be submitted on the vendors letterhead to the Agency. Any stock substitution cwt price reductions or increases must be approved by the Purchase Bureau's Printing Unit prior to commencement of production.

3.1.11 DELIVERY

Dock to dock delivery to NJ Lottery Headquarters Lawrenceville, NJ or a contractors warehouse in Cranbury, New Jersey. The Agency will determine final destination for each particular category at the time an order is processed. Prices submitted must include delivery to either location. Samples, prior to shipment of the final job, must also be delivered NJ Lottery Headquarters in Lawrenceville.

The Cranbury location normally receives the larger run categories. Some of the smaller items will go direct to Lottery Headquarters. There is a chance the arrangement with the contractor to warehouse Lottery printed items may end before this new contract expires. That is why bidder's must cover for delivery to Lawrenceville as an option.

Warehouse location: 2615 Route 130 South
Suite 400
Cranbury, NJ 08512

3.2 SPECIFIC PRODUCTION INFORMATION

3.2.1 CATEGORY 1: POSTERS (1UP) PRICE LINE 1

Quantity is 7,000. Additional M's will be billed pro rata at the per M price. Trim Size is 18 x 24 with full bleeds. Maximum finished size is 18 x 24 to fit on a sheet size of 19 x 25. Lottery will have the option of reducing the finished size but still fit on the 19 x 25 sheet. For example, 17 x 22 finished size with bleeds.

Prints 4 color process 2 sides with the same image on both sides of the sheet. Stock is 100# Sterling Gloss Text recycled, or industry equivalent 90 (Brite, 97 Opacity). Heavy ink coverage, full bleed. Screen combinations including matching the New Jersey Lottery Logo PMS 356 green. Base this price on trim to size only. Folding, if needed, will be quoted on the Alternative Projects Price Schedule. Press check may be required by Agency.

Dock to dock Delivery to Lawrenceville, N.J. headquarters or Cranbury, N. J. is required within 5 working days of approval of proof.

Award will be made to the lowest responsive bidder for this category.

3.2.1.1 ALTERNATIVE PROJECTS PRICE SCHEDULE PRICE LINE 2:

- ❖ One fold to 18 x 12 (price per m additional to line 1).
- ❖ Two folds to 9 x 12. (price per m additional to line 1).
- ❖ Price to print one side only (price per m complete).
- ❖ Price to overall gloss varnish or aqueous (price per m additional to line 1).
- ❖ Overages (up to 10%) or additional m's will be pro rated at the per m price and be paid for using Price Line 2.

3.2.2 CATEGORY 2: POSTERS (2UP) PRICE LINE 3

One up printing is permissible on smaller 4 color process presses.

Quantity is 7,000. Additional M's will be billed pro rata at the per M price. Trim Size is 12 x 18 or smaller with full bleeds to print 2 up on a 19 x 25 sheet. Lottery will have the option of reducing the finished size but still fit on the 19 x 25 sheet. For example, 11 X 17 finished size with bleeds.

Prints 4 color process 2 sides with the same image on both sides of the sheet. Stock is 100# Sterling Gloss Text recycled, or industry equivalent (90 Brite, 97 Opacity). Heavy ink coverage, full bleed. Screen combinations including matching the New Jersey Lottery Logo PMS 356 green. Delivered flat. Press check may be required by agency.

Dock to dock delivery to Lawrenceville, N.J. headquarters or Cranbury, N. J. is required within 5 working days of receipt of an approved, signed off proof.

Award will be made to the lowest responsive bidder for this category.

3.2.2.1 ALTERNATIVE PROJECTS PRICE SCHEDULE PRICE LINE 4:

- ❖ One fold to 9 x 12 (price per m additional to line 1).
- ❖ Price to print one side only (price per m complete).
- ❖ Price to overall gloss varnish or aqueous (price per m additional to line 1).
- ❖ Overages (up to 10%) will be pro rated at the per m price and be paid for using Price Line 4.

3.2.3 CATEGORY 3: FLIERS-2 PANEL LINE 5

3 3/4 x 8 1/2 flat size. Prints 4 color process two sides with full bleeds. Provide a per m price for a quantity of 650,000 up to 750,000 on line 5 of the pricing sheet. Also provide a per m price for 751,000 to 1,000,000 on the "Alternative Projects Price Schedule". Trim only to 3 3/4 X 8 1/2, no folding. Pack in cartons not to exceed 40 lbs., label cartons with standard information. Stock is 80 lb. Sterling Gloss Text recycled, or industry equivalent. No overruns. Six day turnaround after receipt of a signed approved proof from the Agency. Dock to Dock Delivery to Lottery Headquarters in Lawrenceville or Cranbury, N.J.

Award will be made to the overall low bidder for category 3 and 4 combined.

3.2.3.1 ALTERNATIVE PROJECTS PRICE SCHEDULE PRICE LINE 6

- ❖ 751,000 TO 1,000,000 (provide price per m complete).
- ❖ Price per m for any quantity to paper or rubber band in 100's or 50's. This could be any combination dictated by the Agency. It is possible they may want 500,000 in 100's and 250,000 in 50's or vice versa. These different banded quantities will need to be packed separately and clearly marked as such.

- ❖ The State will pay for no more than .5% overs. Overruns are discouraged. If the Lottery wants extra's they will order them.

3.2.4 CATEGORY 4: FLIERS-4 PANEL PRICE LINE 7

Flat Size: 7 1/2 x 8 1/2 flat size. Folded Size: 3 3/4 X 8 1/2. Prints 4 color process two sides with full bleeds. Provide a per m price for a quantity of 650,000 on line 7 of the pricing sheet. This per m price can also be used for quantities up to 750,000. Also provide a per m price for 751,000 to 1,000,000 on the "Alternative Projects Price Schedule". Trim to size and fold to 3 3/4 X 8 1/2. Pack in cartons not to exceed 40lbs. Label cartons with standard information. Stock is 80 lb. Sterling Gloss Text recycled, or industry equivalent. No overs. Six day turnaround after receipt of a signed approved proof from the Agency. Delivery to Lottery Headquarters in Lawrenceville or Cranbury, N.J.

Award will be made to the overall low bidder for category 3 and 4 combined.

3.2.4.1 ALTERNATIVE PROJECTS PRICE SCHEDULE PRICE LINE 8

- ❖ 751,000 TO 1,000,000 (provide price per m complete).
- ❖ Price per m for any quantity to paper or rubber band in 100's or 50's. This could be any combination dictated by the Agency. It is possible they may want 500,000 in 100's and 250,000 in 50's or vice versa. These different banded quantities will need to be packed separately and clearly marked as such.
- ❖ The State will pay for no more than .5% overs. Overruns are discouraged. If the Lottery wants extra's they will order them.

3.2.5 CATEGORY 5: FLIERS-6 PANEL PRICE LINE 9

Flat Size: 8 1/2 X 11 flat size. Folded Size: 8 1/2 X 3 3/4. Prints 4 color process two sides with full bleeds. Provide a per m price for a quantity of 650,000 on line 9 of the pricing sheet. This per m price can also be used for quantities up to 750,000. Also provide a per m price for 751,000 to 1,000,000 on the "Alternative Projects Price Schedule". Trim to size and 2 parallel folds to a #10. Pack in cartons not to exceed 40 lbs. Label cartons with standard information. Stock is 80 lb. Sterling Gloss Text recycled, or industry equivalent. Six day turnaround after receipt of a signed approved proof from the Agency. Delivery to Lottery Headquarters in Lawrenceville or Cranbury, N.J.

Award will be made to the lowest responsive bidder for this category.

3.2.5.1 ALTERNATIVE PROJECTS PRICE SCHEDULE PRICE LINE 10

- ❖ 751,000 TO 1,000,000 (provide price per m complete).
- ❖ Price per m for any quantity to paper or rubber band in 100's or 50's. This could be any combination dictated by the Agency. It is possible they may want 500,000 in 100's and 250,000 in 50's or vice versa. These different banded quantities will need to be packed separately and clearly marked as such.
- ❖ The State will pay for no more than .5% overs. Overruns are discouraged. If the Lottery wants extra's they will order them.

3.2.6 CATEGORY 6: FLIERS-8 PANEL PRICE LINE 11

Flat Size: 15 x 8 1/2 flat size. Folded Size: 3 3/4 X 8 1/2. Prints 4 color process two sides with full bleeds. Provide a per m price for a quantity of 650,000 on line 11 of the pricing sheet. This

per m price can also be used for quantities up to 750,000. Also provide a per m price for 751,000 to 1,000,000 on the "Alternative Projects Price Schedule".

Folds in half then half again to 3 ¾ x 8 1/2. Pack in cartons not to exceed 40 lbs. Label cartons with standard information. Stock is 80 lb. Sterling Gloss Text recycled, or industry equivalent. Six day turnaround after receipt of a signed approved proof from the Agency. Delivery to Lottery Headquarters in Lawrenceville or Cranbury, N.J.

Award will be made to the lowest responsive bidder for this category.

3.2.6.1 ALTERNATIVE PROJECTS PRICE SCHEDULE PRICE LINE 12

- ❖ 751,000 TO 1,000,000 (provide price per m complete).
- ❖ Price per m for any quantity to paper or rubber band in 100's or 50's. This could be any combination dictated by the Agency. It is possible they may want 500,000 in 100's and 250,000 in 50's or vice versa. These different banded quantities will need to be packed separately and clearly marked as such.
- ❖ The State will pay for no more than .5% overs. Overruns are discouraged. If the Lottery wants extra's they will order them.

3.2.7 CATEGORY 7: BROCHURES-4 PAGES PRICE LINE 13

Flat Size: 17 x 11 flat size. Folded Size: 8 1/2 X 11. Prints 4 color process two sides with full bleeds. Provide a per m price for a quantity of 650,000 on line 13 of the pricing sheet. This per m price can also be used for quantities up to 750,000. Also provide a per m price for 751,000 to 1,000,000 on the "Alternative Projects Price Schedule". Trim to size and fold to 8 ½ X 11. Pack in cartons not to exceed 40 lbs. Label cartons with standard information. Stock is 80 lb. Sterling Gloss Text recycled, or industry equivalent. Six day turnaround after receipt of a signed approved proof from the Agency. Delivery to Lottery Headquarters in Lawrenceville or Cranbury, N.J.

Award will be made to the lowest responsive bidder for this category.

3.2.7.1 ALTERNATIVE PROJECTS PRICE SCHEDULE PRICE LINE 14

- ❖ 751,000 TO 1,000,000 (provide price per m complete).
- ❖ Price per m for any quantity to paper or rubber band in 100's or 50's. This could be any combination dictated by the Agency. It is possible they may want 500,000 in 100's and 250,000 in 50's or vice versa. These different banded quantities will need to be packed separately and clearly marked as such.
- ❖ The State will pay for no more than .5% overs. Overruns are discouraged. If the Lottery wants extra's they will order them.

3.2.8 CATEGORY 8: RETAILER INSIGHTS-RETAILER NEWSLETTER PRICE LINE 15

The quantity is 7,000. This newsletter is produced four to eight times per year. Prints 4 color process two sides plus overall gloss or dull varnish or aqueous coating. The flat size is 25 3/8" x 11" two parallel folds to 8 1/2" x 11" (six panels). The newsletter will have bleeds, usually on the front cover with heavy coverage. Newsletter is to be printed on white recycled 80 lb. Sterling dull coated cover or approved equal. Bidder to submit price per thousand for 7,000. Additional quantities will be billed pro-rata. Newsletters are to be shrink wrapped in hundreds, and packed in cartons.

Pack in cartons not to exceed 40 lbs. Label cartons with standard information. Six day turnaround after receipt of a signed approved proof from the Agency. Delivery to Lottery Headquarters in Lawrenceville or Cranbury, N.J.

Award will be made to the lowest, fully responsive bidder for 7,000 newsletters.

3.2.8.1 ALTERNATIVE PROJECTS PRICE SCHEDULE PRICE LINE 16

- ❖ Price per m to paper or rubber band in 100's.
- ❖ Overages (up to 10%) or additional m's will be pro rated at the per m price and be paid for using Price Line 16.

3.2.9 CATEGORY 9: ANNUAL REPORT-PRICE LINE 17

The quantity is 7,000. The Annual Report base price will be for a 24 page self cover saddle stitched book. Final size is 8 ½ X 11 full bleeds, medium coverage. Prices for additional or fewer pages should be provided on the "Alternative Projects Price Schedule". The annual report is printed once a year. It must print high quality four color process plus overall gloss or dull varnish or aqueous coating throughout. It will be printed on No. 2 80# Sterling gloss recycled text or industry equivalent.

Pack in cartons not to exceed 40 lbs. Label cartons with standard information. Six day turnaround after receipt of a signed approved proof from the Agency. Delivery to Lottery Headquarters in Lawrenceville or Cranbury, N.J.

Award will be made to the lowest, fully responsive bidder for 7,000 24 page reports.

3.2.9.1 ALTERNATIVE PROJECTS PRICE SCHEDULE PRICE LINE 18

- ❖ Price per m to paper or rubber band in 100's Price per m for any quantity.
- ❖ 16 page self cover-price per m, all else is the same.
- ❖ 20 page self cover-price per m, all else is the same.
- ❖ 28 page self cover-price per m, all else is the same.
- ❖ 32 page self cover-price per m, all else is the same.
- ❖ Overages (up to 10%) or additional m's will be pro rated at the per m price and be paid for using Price Line 18.

3.2.10 CATEGORY 10: POCKET FOLDERS-PRICE LINES 19, 20, 21, 22, 23

Standard 9 x 12 pocket folder with two 4" glued pockets and two diagonal business card slits on the right pocket. Costs of dies must be included in price. Print, die cut, glue and fold.

Flat Size: 19 ½ X 16 (flat size includes 2-¾" glue tabs)

Folded Size: 9 X 12

Ink: 4 color process on one side with full bleeds plus gloss, dull or aqueous coating.

Stock: Carolina Coated One Side Cover or industry equivalent.

Quantity: Price Line 19= 500 quantity
Price Line 20=1000 quantity
Price Line 21=1500 quantity
Price Line 22=2500 quantity
Price Line 23=5000 quantity

Pack in cartons not to exceed 40 lbs. Label cartons with standard information. Six day turnaround after receipt of a signed approved proof from the Agency. Delivery to Lottery Headquarters in Lawrenceville or Cranbury, N.J.

Award will be made to the lowest, fully responsive bidder for all 5 lines. Prices submitted for each of the five quantities will be added together. The overall low bidder for the sum will be awarded a contract. If however, it is deemed as in the best interest of the State, The Purchase Bureau's Printing Unit may award each of line separately.

3.2.10.1 ALTERNATIVE PROJECTS PRICE SCHEDULE PRICE LINE 24

- ❖ Addition of a standard PMS color (provide price per m complete for 5/5 Plus coating).
- ❖ Provide prepress cost that can be deducted for exact reorders (if any).
- ❖ Overages (up to 10%) or additional m's will be pro rated at the per m price and be paid for using Price Line 24.

3.2.11 CATEGORY 11: MASTHEADS FOR BULLETIN SHEETS PRICE LINE 25

8 1/2" x 11" flat sheets.

The quantity is 29,000 sheets per order. These sheets are used to send out photocopied notices to Lottery agents as needed. A four color masthead with bleeds across the top. Sheets are to be printed on 60 lb. No. 2 smooth opaque recycled or an approved equal. Provide price per thousand for 29,000 for each printing. Sheets will be printed two to four times per year with a copy change each time. They are to be delivered five days from receipt of approved proof. Sheets to be shrink wrapped in quantities of five hundred and be packed in cartons. Additional quantities are to be prorated.

Delivery to Lottery Headquarters in Lawrenceville or Cranbury, N.J.

Award will be made to the lowest, fully responsive bidder for 29,000. No overs.

(There is no ALTERNATIVE PROJECTS PRICE SCHEDULE for this category)

3.2.12 CATEGORY 12 SINGLE PAGE FLIERS-8 ½ X 11 ONE SIDE-PRICE LINE 26

8 1/2" x 11" flat sheets.

The quantity is 7,000. Fliers are to be printed on one side. These fliers will be printed in four color process with no bleeds. Digital printing, color copies will be an acceptable substitute for offset printing. A quick turnaround for printing of these fliers is required. These fliers have a variety of uses such as: announcements to the public, special promotions, top prizes, etc. A digital file will be provided by the Agency to the vendor. Fliers shall be shrink wrapped in quantities of five hundred and packed in cartons. They are to be delivered within two to three days maximum after receipt of digital file. Stock is 60 lb. Opaque white text, smooth , bright white.

No more than 10% overs.

Delivery to Lottery Headquarters in Lawrenceville or Cranbury, N.J.

Additional or fewer copies will be prorated at the per m price.

Award will be made to lowest, fully responsive bidder for lines 26 and 28.

3.2.12.1 ALTERNATIVE PROJECTS PRICE SCHEDULE PRICE LINE 27

- ❖ Price for 2 color printing black and PMS for 7,000 pieces (2/0).
- ❖ Overs up to 10%.
- ❖ Price per m to letterfold any quantity.

3.2.13 CATEGORY 13: SINGLE PAGE FLIERS-8 ½ X 11 TWO SIDES-LINE 28

8 1/2" x 11" flat sheets.

The quantity is 7,000. Fliers to be printed on two sides. These fliers will be printed in four color process with no bleeds. Digital printing, color copies will be an acceptable substitute for offset printing. A quick turnaround for printing of these fliers is required. These fliers have a variety of uses such as: announcements to the public, special promotions, top prizes, etc. A digital file will be provided by the agency to the vendor. Fliers shall be shrink wrapped in quantities of five hundred and packed in cartons. They are to be delivered within two to three days maximum after receipt of digital file. Stock is 60 lb. Opaque white text, smooth , bright white.

Delivery to Lottery Headquarters in Lawrenceville or Cranbury, N.J.

No more than 10% overs.

Award will be made to lowest, fully responsive bidder for lines 26 and 28.

3.2.13.1 ALTERNATIVE PROJECTS PRICE SCHEDULE PRICE LINE 29

- ❖ Price for 2 color printing black and standard PMS for 5,000 pieces.
- ❖ Up to 10% overs.
- ❖ Price per m to letterfold any quantity.

3.2.14 CATEGORY 14: SINGLE PAGE FLIERS-8 ½ X 14 ONE SIDE-PRICE LINE 30

8 1/2" x 14" flat sheets.

The quantity is 7,000. Fliers to be printed on one side. These fliers will be printed in four color process with no bleeds. Digital printing, color copies will be an acceptable substitute for offset printing. A quick turnaround for printing of these flyers is required. These fliers have a variety of uses such as: announcements to the public, special promotions, top prizes, etc. A digital file will be provided by the agency to the vendor. Fliers shall be shrink wrapped in quantities of five hundred and packed in cartons. They are to be delivered within two to three days maximum after receipt of digital file. Stock is 60 lb. Opaque white, smooth , bright white.

Delivery to Lottery Headquarters in Lawrenceville or Cranbury, N.J.

No more than 10% overs.

Award will be made to the overall low bidder for lines 30 and 32.

3.2.14.1 ALTERNATIVE PROJECTS PRICE SCHEDULE PRICE LINE 31

- ❖ Price for 2 color printing black and PMS for 7,000 pieces.
- ❖ Up to 10% overs.
- ❖ Price per m to letterfold any quantity.

3.2.15 CATEGORY 15: SINGLE PAGE FLIERS-8 ½ X 14 TWO SIDES-LINE 32

8 1/2" x 14" flat sheets.

The quantity is 7,000. Fliers to be printed on two sides. These fliers will be printed in four color process with no bleeds. Digital printing, color copies will be an acceptable substitute for offset printing. A quick turnaround for printing of these fliers is required. These fliers have a variety of uses such as: announcements to the public, special promotions, top prizes, etc. A digital file will be provided by the agency to the vendor. Fliers shall be shrink wrapped in quantities of five hundred and packed in cartons. They are to be delivered within two to three days maximum after receipt of digital file. Stock is 60 lb. Opaque white, smooth , bright white.

Delivery to Lottery Headquarters in Lawrenceville or Cranbury, N.J.

No more than 10% overs.

Award will be made to the overall low bidder for lines 30 and 32.

3.2.15.1 ALTERNATIVE PROJECTS PRICE SCHEDULE PRICE LINE 33

- ❖ Price for 2 color printing black and standard PMS for 5,000 pieces.
- ❖ Up to 10% overs.
- ❖ Price per m to letterfold any quantity.

3.2.16 CATEGORY 16:WINNING NUMBERS BROCHURE PRICE LINE 34

Quantity: 300,000

Ink: 1/1 Black-No Bleeds

Flat Size: 17 X 11

Folded Size: 4 ¼ X 11

Folds in half to 8 ½ X 11 then in half again to 4 ¼ X 11. No stitching-folding only.

8 panels at 4 ¼ X 11

Bidders should submit pricing for a quantity of 300,000. This printing should occur twice during the one year term of this contract but this is not a guarantee.

The first printing under this new contract will occur around July 2006 and the second one should be around January 2007. There can be no paper price escalations for the first printing. Due to the volatility of the paper market, an escalation may be granted for the second printing and subsequent printings if the contract is extended.

This is an 8 panel folded brochure with no stitching. The flat size is 17" x 11. The stock is 60 lb. white recycled offset. The ink color is black 1/1 with no bleeds. All line copy with medium coverage. A disk shall be supplied.

Booklets are to be banded in hundreds and packed in cartons.

Additional or fewer quantities will be prorated using the per m price.

Delivery to Lottery Headquarters in Lawrenceville or Cranbury, N.J.

Up to .5% overs.

Award will be made to the lowest, fully responsive bidder for 300,000 booklets.

(There is no ALTERNATIVE PROJECTS PRICE SCHEDULE for this category)

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/07x38369.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 full, complete and exact copy of the original. The copies requested are necessary in the evaluation of the bid proposal. A bidder 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.

The bidder must also fill out the Alternative Price Schedules they wish to bid on, print them out and include them with their bid package. Bidders should also save them electronically to a CD and sent it in with the RFP package. The electronic version will be uploaded to the Purchase Bureau's NOA page for successful bidders. Hard copy must be submitted with the bid package to be used for the bid evaluation.

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/07x38369.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/07x38369.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/07x38369.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/nibgs 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 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x38369.shtml>

4.4.2.2 SMALL BUSINESS SET-ASIDE CONTRACTS

This is a Set-Aside Contract for **[indicate category: Category I, II, or III]** for Small Businesses. The bidder must be registered as a qualifying small business with the New Jersey Commerce & Economic Growth Commission (Commerce) by the date the bid is received and opened. Evidence that the bidder has registered with Commerce as a small business should be submitted with the bid proposal.

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

4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.

4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION

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

<http://www.state.nj.us/treasury/purchase/bid/summary/07x38369.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/07x38369.shtml>.

4.4.4 SUBMITTALS

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/07x38369.shtml>.

4.4.4.2 SAMPLES/SAMPLE TESTING

Not Applicable

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.

If the information is not supplied with the bid proposal, the State may still require the bidder to submit it. If the bidder fails to comply with the request within seven (7) business days, the State may deem the proposal non-responsive.

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 sheets 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.

4.4.7 Subcontractor(s)

- A. **All bidders** must complete the Finishing Subcontracting Form whether or not they intend to utilize subcontractors in connection with the work set forth in this RFP.
- B. Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.
- C. If requested, the bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.
- D. If requested, the bidder must provide documented experience to demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

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 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/07x38369.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 05 09 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 twelve months (1 year). The anticipated "Contract Effective Date" is provided on the signatory page of this RFP:

<http://www.state.nj.us/treasury/purchase/bid/summary/07x38369.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 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.**

5.3 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 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 CONTRACTOR'S WARRANTY

- a) The Contractor is responsible for the quality, technical accuracy, timely completion and delivery of all deliverables and other services to be furnished by the Contractor under the Contract. The Contractor agrees to perform in a good, skillful and timely manner all services set forth in the Contract.
- b) The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services and deliverables furnished under the Contract. The approval of interim deliverables furnished under the Contract shall not in any way relieve the Contractor of fulfilling all of its obligations under the Contract. The acceptance or payment for any of the services rendered under the Contract shall not be construed as a waiver by the State or Agency, of any rights under the agreement or of any cause of action arising out of the Contractor's performance of the Contract.
- c) The acceptance of, approval of or payment for any of the services performed by the Contractor under the Contract shall not constitute a release or waiver of any claim the State or Agency, has or may have for latent defects or errors or other breaches of warranty or negligence.

5.6 ITEMS ORDERED AND DELIVERED

The Using Agency is 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 Agency [Agencies] reveals [reveal] 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.

5.7 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.

5.8 MANUFACTURING/PACKAGING REQUIREMENTS

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

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

5.8.3 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.

5.9 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.

5.10 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 05 09 06, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x38369.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.

5.11 CONTRACTOR RESPONSIBILITIES

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

5.12 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Section 3.11 of the NJ Standard Terms and Conditions version 05 09 06 of this RFP.

Only full service professional printing establishments with multi-color printing facilities/production equipment will be considered for this contract. Subcontracting of the printing portion is not allowed. Subcontracting of prepress and postpress is allowed.

The Subcontracting Form supplied as a separate attachment must be filled out by the bidder whether they will subcontract or not.

If it becomes necessary for the contractor to substitute a subcontractor, add a subcontractor or substitute its own staff for a subcontractor, the contractor will identify the proposed new subcontractor or staff member(s) and the work to be performed. The contractor is required to provide detailed justification documenting the necessity for the substitution or addition.

The contractor is to provide detailed resumes of its proposed replacement staff or of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

The qualifications and experience of the replacement(s) are to equal or exceed those of similar personnel proposed by the contractor in its bid proposal.

The contractor is required to forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval.

No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

6.0 PROPOSAL EVALUATION

6.1 CONTRACT EVALUATION

The following criteria will be used to evaluate all bid proposals that meet the requirements of this RFP. The criteria are not listed in order of importance:

6.1.1 Price. Overall low price for the group or individual category as described in Section 3.0

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. In response to the State's request to negotiate, the bidder must continue to satisfy all mandatory RFP requirements but may improve upon their 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 State 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 or 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[s] shall be made with reasonable promptness by written notice to that responsible bidder(s), whose bid proposal(s), conforming to this RFP, is(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 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.