



Request for Proposal 07-X-38764

For: Printing – QERP - Quarterly Employer Report Package (T-1256)

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	August 9, 2006	5:00 PM
Mandatory Pre-bid Conference (Refer to RFP Section 1.3.3 for important details about the new electronic bid option.)	August 9, 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.)	August 24, 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 checked="" type="checkbox"/> Not Applicable	Category <input type="checkbox"/> I
	<input type="checkbox"/> Entire Contract	<input type="checkbox"/> II
	<input type="checkbox"/> Partial Contract	<input type="checkbox"/> III
	<input type="checkbox"/> Subcontracting Only	

RFP Issued By

State of New Jersey
 Department of the Treasury
 Division of Purchase and Property
 Trenton, New Jersey 08625-0230
Date: July 28, 2006

Using Agency/Agencies

State of New Jersey
 Cooperative Purchasing Members

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the DIVISION OF REVENUE, Department of Treasury. The purpose of this RFP is to solicit bid proposals for FULFILLMENT OF THE QUARTERLY EMPLOYER REPORT PACKAGE (QERP).

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

The NJ Standard Terms and Conditions version 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 term contract for printing of the Quarterly Employer Report Package, presently due to expire on **11/14/06**. Bidders who are interested in the current contract specifications and pricing information may review the current contract T-1256 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:

NJ 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 or the Court to be proprietary, are available for public inspection.

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

1.4.5 PRICE ALTERATION

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

1.4.6 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder, Affirmative Action Employee Information Report, MacBride Principles Certification, and Business Registration or Interim Registration must be supplied for each party to a joint venture.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

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

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

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

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

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

Contractor - The contractor is the bidder awarded a contract.

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

Division - The Division of Purchase and Property.

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

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

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

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

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

State - State of New Jersey

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

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

3.1 OVERVIEW AND TECHNICAL SPECIFICATIONS

The purpose of this contract is to provide the Division of Revenue of the New Jersey Treasury Department with forms comprising the Quarterly Employer Reports Package (QERP).

The contractor will be required to produce, populate selected fields on the form with information from data supplied by the Division of Revenue and mail the forms, within a specified time period each week, using a system totally compatible with the Division of Revenue's processing systems and mail opening equipment. The package must be of the appropriate size and weight to qualify for first class postage.

For security reasons, all services under this contract are to be performed by the awarded Contractor at its place of business without the use of sub contractors or independent contractors. The contractor shall take full responsibility for supplied data and must protect the confidentiality of all data.

3.2 FORM PROCESSING SYSTEM AND EQUIPMENT

The QERP Package consists of four base forms: NJ-927 (NJ-927, NJ-927-W, NJ-927-H), WR-30, NJ-500 and NJ-W-3 plus addressed outgoing and return envelopes and appropriate instruction sheets. Information on forms and envelopes in any single package must refer to the same employer. No mixing of addressed forms or envelopes is permitted. The variable data that must be placed on envelopes and forms each quarter is known as imaged data.

The Division of Revenue's processing system is designed to capture the imaged or written data on each form and convert it to a format that can be stored on the mainframe computer. The system reads data at the exact locations on each form, finding such locations by using specified reference points. The placement of the reference points and various fields on the forms must be exact or it will disable the recognition process. The location of all placed and imaged data, font size, type and style, print and image densities, paper quality and folding are critical to successful scanning and image recognition processing.

A format of the base form is stored in the system, and data capture fields are precisely zoned to match the design printed on the form. Imaged and placed data on all subsequent forms must match the stored zoned fields to be successfully captured.

The top and bottom of each data field is critical. The scanner allows approximately 1/16" tolerance - 1/32" on the top of each data field and 1/32" on the bottom - for the location of placed data. These tolerance levels are not negotiable. Once set, the distance between fields and lines must remain constant or scanning and recognition will not be successful. (See Forms Specifications attached for further detail.)

All printing and data placement described must be consistent to avoid requiring Division of Revenue personnel to manually recapture data from returned forms, at significantly higher processing costs. Prior to award, the recommended Vendor may be required to provide The Division of Revenue with 1500 press proofs for which the Division of Revenue will allow \$3000 (1000 for quarterly process and 500 for the AD HOC process). The Division of Revenue will supply a test tape for this purpose. The base forms will be imprinted with sample imaged data and tested on The Division of Revenue's scanning equipment.

The QERP forms may require redesign or programming changes over the course of the term contract due to various legislative initiatives. Also, there may be a need to develop new forms to streamline business-related applications administered by the Division of Revenue. The Division of Revenue may elect, at its sole discretion and under the terms of the contract, to engage the Contractor in providing development, redesign and/or programming services for QERP forms and/or other related forms. The Bidder must identify hourly rates on the pricing sheet that accompanies this Request for Proposal. The quoted hourly rates shall be fixed over the term of the contract and will be the rate at which the contractor will be compensated for such work.

3.3 KEY DATES

- 08/09/06 - Mandatory Pre Bid Conference Date
- 08/24/06 - Proposal Due Date
- 09/29/06 - Contract Award
- 10/31/06 - All Contractor Testing and Implementation Complete

4th Quarter 2006 QERP

- 11/10/06 - Changes to QERP to Contractor
- 12/1/06 - Data Output Records (FTP), Verification Reports and Record Counts to Contractor
- 12/4/06 - Live Data Reports for Selected Employers from Vendor for Verification and completed QC Checklist from Contractor

Note: Live data reports will not be accepted without receipt of QC Checklist showing all items as completed.
- 12/15/06 - Division of Revenue Approval to Contractor
- 12/28/06 - Contractor To Mail Last Report Package

1st Quarter 2007 QERP

- 2/12/07 - Changes to QERP to Contractor
- 3/2/07 - Data Output Records (FTP), Verification Reports and Record Counts to Contractor
- 3/5/07 - Live Data Reports for Selected Employers from Contractor for Verification and Completed QC Checklist from Contractor
- 3/16/07 - Division of Revenue Approval to Contractor
- 3/28/07 - Contractor To Mail Last Report Package

2nd Quarter 2007 QERP

- 5/14/07 - Changes to QERP to Contractor
- 6/1/07 - Data Output Records (FTP), Verification Reports and Record Counts to Contractor
- 6/4/07 - Live Data Reports for Selected Employers from Contractor for Verification and Completed QC Checklist from Contractor
- 6/15/07 - Division of Revenue Approval To Contractor
- 6/28/07 - Contractor will Mail Last Report Package

3rd Quarter 2007 QERP

- 8/13/07 - Changes to QERP to Contractor
- 8/31/07 - Data Output Records (FTP), Verification Reports and Record Counts to Contractor
- 9/3/07 - Live Data Reports for Selected Employers from Contractor for Verification and Completed QC Checklist from Contractor
- 9/14/07 - Division of Revenue Approval to Contractor
- 9/28/07 - Contractor to Mail Last Report Package

4th Quarter 2007 QERP

- 11/12/07 - Changes to QERP to Contractor
- 11/30/07 - Data Output Records (FTP), Verification Reports and Record Counts to Contractor
- 12/03/07 - Live Data Reports for Selected Employers from Contractor for Verification and Completed QC Checklist from Contractor
- 12/14/07 - Division of Revenue Approval to Contractor
- 12/28/07 - Contractor will Mail Last Report Package

1st Quarter 2008 QERP

- 2/11/08 - Changes to QERP to Contractor
- 2/29/08 - Data Output Records (FTP), Verification Reports and Record Counts to Contractor
- 3/3/08 - Live Data Reports for Selected Employers from Contractor for Verification and Completed QC Checklist from Contractor
- 3/14/08 - Division of Revenue Approval to Contractor
- 3/28/07 - Contractor will Mail Last Report Package

2nd Quarter 2008 QERP

- 5/12/08 - Changes to QERP to Contractor
- 5/31/08 - Data Output Records (FTP), Verification Reports and Record Counts to Contractor
- 6/02/08 - Live Data Reports for Selected Employers from Contractor for Verification and Completed QC Checklist from Contractor
- 6/13/08 - Division of Revenue Approval to Contractor
- 6/28/08 - Contractor will Mail Last Report Package

3rd Quarter 2008 QERP

- 8/11/08 - Changes to QERP to Contractor
- 8/29/08 - Data Output Records (FTP), Verification Reports and Record Counts to Contractor
- 9/01/08 - Live Data Reports for Selected Employers from Contractor for Verification and Completed QC Checklist from Contractor
- 9/12/08 - Division of Revenue Approval to Contractor
- 9/28/08 - Contractor to mail last Report Package

4th Quarter 2008 QERP

- 11/10/08 - Changes to QERP to Contractor
- 11/28/08 - Data Output Records (FTP), Verification Reports and Record Counts to Contractor
- 12/01/08 - Live Data Reports for Selected Employers from Contractor for Verification and Completed QC Checklist from Contractor
- 12/19/08 - Division of Revenue Approval to Contractor
- 12/28/08 - Contractor to Mail Last Report Package

3.4 MAIL PIECE COMPONENTS

There may be four (4) general types of mailings:

1. Standard Quarterly Mailing: 1st, 2nd and 3rd Quarters
2. 4th Quarter Mailing: 4th Quarter will include NJ-927-H (Household Employers) and the NJ-W-3 (Reconciliation).
3. Weekly Ad Hoc Mailings
4. 4th Quarter Mailing: To include NJ-W-3 only

Note: The State of New Jersey reserves the right to, at its discretion, eliminate any component of the package at any time during the term of the contract. The Contractor will be informed at least thirty (30) days prior to such action.

3.5 QUARTERLY PACKAGE COMPONENTS

Each package mail piece may contain several of the following sixteen (16) selectable components.

- 1) Window outgoing envelope
- 2) NJ-927/REG-C form
- 3) NJ-927-W/REG-C form
- 4) WR-30 (At 4th quarter – NJ-927-H (Package may contain up to 4 WR-30 forms)
- 5) NJ-927 Instruction Sheets
- 6) NJ-927-W Instruction Sheets
- 7) NJ-927-H Instruction Sheets
- 8) NJ-927 Return Window Envelope (PO Specific)
- 9) NJ-927-W Return Window Envelope(PO Specific)
- 10) NJ-927-H Return Window Envelope(PO Specific)

- 11) WR-30 Return Envelope(PO Specific)
- 12) NJ-927-H/REG-C
- 13) NJ-500 (1 sheet w/2 stubs attached)
- 14) NJ-W-3
- 15) NJ-500 Return Envelopes (2 per package)
- 16) NJ-W-3 Return Envelope (PO specific)

IMPORTANT NOTE: THE FOLLOWING INFORMATION IS TO PROVIDE THE PROSPECTIVE BIDDER AN IDEA OF THE SCOPE OF THE PROJECT. (REFER TO PDF FILE ATTACHED)

IN ADDITION TO A PDF FILE, A SET OF DETAILED SPECIFICATIONS AND PRINTED SAMPLES FOR ALL COMPONENTS WILL BE HANDED OUT AT THE MANDATORY PRE BID CONFERENCE.

3.5.1 OUTGOING ENVELOPE

One outgoing window envelope is used for all mail pieces.

**** SEE OUTGOING ENVELOPE SPECIFICATIONS ****

3.5.2 WR-30 RETURN ENVELOPE

One WR-30 return envelope is used for all mail pieces.

**** SEE WR-30 RETURN SPECIFICATIONS ****

3.5.3 NJ-927 OR NJ-927-W OR NJ-927-H RETURN ENVELOPE

One NJ-927 or NJ-927-W or NJ-927-H Return Envelope is used for all mail pieces.

**** SEE NJ-927 OR NJ-927-W or NJ-927-H SPECIFICATIONS ****

3.5.4 WR-30 FORM

One preprinted scannable copy to be used when applicable

Folding: Bi-folded with other sheets.

Matching: All pages are intelligently matched at the inserter.

**** SEE WR-30 SPECIFICATIONS ****

3.5.5 NJ-927/REG-C, NJ-927-W/REG C OR NJ-927-H/REG-C FORM

One preprinted scannable copy for all mail pieces. Each mail piece will contain a NJ-927, NJ-927-W or a NJ-927-H.

Electronic Imaging: 600 x 600 dots per inch (DPI), on the face only. Imaging includes an OCR-A scan line on the bottom edge. Image the employers outgoing address, Post-net barcode, quality control number, FID number, current quarter, and year, onto face, to show through the window of the outgoing envelope.

Perforation: Full width perforation 3 1/2" from the bottom edge.

Folding: bi-folded with other sheets.

Matching: Pages are intelligently matched at the inserter with the other sheets in the mail piece.

**** SEE NJ-927, NJ-927-W or NJ-927-H SPECIFICATIONS ****

3.5.6 INSTRUCTION SHEET SECTIONS FOR NJ-927, NJ-927-W OR NJ-927-H

One (1) pre-printed copy for each "927" mail piece.

Printing: Face - black.

Back - black.

Overall Size: 8 1/2" x 11".

Folded Size: 5 1/2" x 8 1/2".

Paper: 15 # OCR white.

Electronic Imaging: None.

Folding: Bi-folded with other sheets.

Quantity: One (1) instruction section in each mail piece.

3.6 WEEKLY AD HOC MAILINGS

3.6.1 PURPOSE

The purpose of this mailing is to provide forms WR-30, 927, 927W, 927H, NJ-500 and NJ-W-3 forms to employers as replacements or for new employers since the last quarterly mailing. All forms are designed for automated scanning of data upon their return to the State of New Jersey. These mailings will take place each week.

3.6.2 SELECTABLE COMPONENTS FOR THE WEEKLY AD HOC MAILINGS

- 1) Window outgoing envelope
- 2) 927 form(current or prior quarters)
- 3) 927-W form (current or prior quarters)
- 4) 927-H(applicable quarters)
- 5) WR-30 form(current or prior quarters)
- 6) 927 Instruction Sheets
- 7) 927-W Instruction Sheets
- 8) 927-H Instruction Sheets
- 9) 927 Return Window Envelope
- 10) 927-H Return Envelope
- 11) 927-W Return Window Envelope
- 12) WR-30 Return Envelope
- 13) NJ-500 Forms
- 14) NJ-500 Return Envelopes (2)
- 15) NJ-W-3 Form
- 16) NJ-W-3 Return Envelope

3.6.3 A COMPLETE WEEKLY AD HOC MAIL PIECE WILL CONTAIN:

* Window outgoing envelope

* 927 or 927-W or 927-H form

- WR-30 Page (No employee information printed, Employer only information is to be printed)
- 927 Instruction Sheets or 927-W Instruction Sheets or 927-H Instruction Sheets

- 927 Return Window Envelope or a 927-W Return Window or a 927-H Return Envelope
- WR-30 Return Envelope (selectable)
- NJ-500 Forms (Selectable)
- NJ-500 Return Envelopes (2) (Selectable)
- NJ-W-3 Form and Return Envelope (Selectable)

3.7 A COMPLETED QUARTERLY EMPLOYER REPORT MAIL PIECE WILL CONTAIN:

* Window outgoing envelope

* 927 or 927-W or 927-H form (927-H 4th quarter only)

* WR-30 Page

- -927 Instruction Sheets or 927-W instruction Sheets or 927-H Instruction Sheets

* 927 Return Window Envelope or a 927-W Return Window

Envelope or 927-H Return Window Envelope

- WR-30 Return Envelope (selectable)
- NJ-500 forms (2) with 2 return envelopes
- NJ-W-3 form with return envelope

3.7.1 PROCESSING REVIEW:

Each mail piece will contain a mixture of the components listed above. The programming is designed to image the correct employer data on the correct forms and locations, apply the 2 of 5 bar code required for the page scanning equipment and apply the OCR-A scan line for the various versions of the NJ-927 remittance forms.

No employee information will be imaged on the WR-30 forms for the Ad Hoc weekly reports. Ad Hoc mailings requiring duplicate forms from the latest quarter, will receive the current 927 or 927w form, with weekly dates on the reverse side. Ad Hoc mailings requiring 927 or 927W forms outside of the current quarter will receive a 927 or 927W blank form in place of the current 927 or 927W form.

All mail pieces will include the current WR-30 form at the time of mailing, regardless of the quarter date.

3.8 VARIABLE DATA IMAGING SPECIFICATIONS

Imaging density is required to be at least 600 by 600 DPI. Any density less than 600 by 600 DPI is not acceptable, and the bid will be rejected. The successful bidder must be able to produce the bar code requirements described below.

The bidder must be able to prove, that at the time of bid submission, it has the capability to image data on both sides of the form.

The Contractor must produce and inspect imaged quality control pieces during production, with test patterns to assure quality, placement, and density of the laser-imaged data. These quality control pieces must be

produced at regular intervals of at least every 500. These documents shall be retained by the contractor and made available to the State upon request.

A quality control page number and package number must be assigned to every page in the mail piece to assure that the proper number of pages and packages were produced and were inserted correctly. The bidder must include with its RFP, the procedures it will use to develop these quality control numbers while the data is processed for production. They are not part of the input file from the State.

3.9 BAR CODES (REQUIRED ON ALL SHEETS):

A) 2 of 5 Interleaved Bar Codes

These bar codes are pre-programmed and laser imaged on each sheet. There is a unique bar code for each sheet. These are used by the State of NJ to scan and process data on Northrop Grumman scanning equipment.

B) 3 of 9 Feed Assurance Bar Codes

These are preprinted and programmed for use by the imaging equipment before imaging of data. There is one feed assurance bar code for each form design. They assure that the correct form is selected and the correct side is being imaged.

3.10 ADDITIONAL REQUIREMENTS

(Specifications for each form will be supplied at Mandatory Pre Bid Conference)

- * Preprint and inventory all components required for production..
- * Receive data on IBM cartridges or electronically (FTP)
- * Merge employee data with correct employer
- * Assign quality control number page count to each sheet.(See Section 3.8 of the RFP)
- * Develop and assign quality control package numbers for each sheet after pages have been assigned to each mail piece. Suppress Forms 927, 927-W, 927-H or Form WR-30 as indicated by data supplied by the State.
- * Build quality control image sheets at least every 500 documents.
- * Format imaging of data to fit the imaging requirements including the 3 of 9 inserting bar codes and 2 of 5 scanner bar codes.(See specifications for each form requirement.)
- * Intelligently select correct components for each mail piece.
- * Laser-imaged variable data on each form
- * Selectively insert all required inserts, instruction sheets, reply envelopes, etc.
- * To obtain maximum postage discounts, mail sort the entire mailing into one large mail group through the use of licensed CASS certified software.
- *Apply the pre-barcode to all mail pieces that qualify.
- * Establish and maintain postal permit. State of New Jersey will replenish per usage.

3.11 INSERTING / FINISHING

Selectively insert up to sixteen (16) possible components into each envelope and prepare for mailing.

All pages must be electronically scanned and checked through the use of 3 of 9 bar codes to assure that the correct pages are inserted into each mail piece and no employee data is mismatched into the wrong mail piece.

All pages must be bi-folded into a window envelope.

Report exact postage amount required for each mailing to the State of NJ. On a monthly basis, provide detailed usage report in our postal permit account.

The Contractor must provide production control reports that detail how many packages contained 1, 2, 3, 4, 5, 6, or 7 imaged pages in a mail piece.

Mail delivery must be placed directly into the USPS mail stream through the use of a USPS "Detached Mail Unit" on site.

3.12 CHANGE MANAGEMENT

The Contractor must be able to accommodate changes to both the forms design, programming of the data and bar code imaging through on-site resources. These may be changes mandated by law or process improvements.

Programming and creative design services for form changes must be performed with in-house resources. Subcontracting is not permitted.

3.13 ELECTRONIC IMAGING

- * All imaging will be 600 x 600 DPI laser imaging on the face only.
- * Image six (6) possible address lines on the 927, 927W, or 927H. Float the address lines up so that the first address line is located in the same place every time. The first line of the address is a custom bar code using the Post-net bar code font.
- * A custom bar code will be located on the face of the WR-30. An OCR-A scan line shall be imaged on the face of the 927, 927-W, 927H, NJ-500 and NJ-W-3 forms.
- * Two variable data message areas will be located on the face of the WR-30 form. One to the right of address and one directly above signature line.

3.14 DATA PROCESSING

- * The State will provide one data file for each production run. (i.e., one file for quarterly run, one file for each Ad Hoc Run)
- * Calculate a hash total of Social Security numbers present and compare to hash total provided by New Jersey Division of Revenue before proceeding with production. Do not print the hash total quality control number.

3.15 POSTAL/BAR CODING

Postal presort all mail pieces for postage discounts. Apply the postal post-net barcode to the outgoing address of all employers.

3.16 POSTAL COSTS

Postage will be paid prior to each mailing. Foreign postage will vary and will be added to the invoice for payment.

3.17 SHEET SEQUENCE IN ENVELOPE

First sheet - Address page - Laser imaged 927/REG-C, or 927-W/REG-C or 927-H/REG-C

Second sheet - Laser imaged WR-30. (927-H package may have 1 to 4 WR-30 forms at 4th quarter only)

Third sheet - Instruction sheet.

Fourth sheet – NJ-500 sheet

Fifth sheet – NJ-W-3 Sheet (4th quarter only)

Sixth Sheet - WR-30 Return envelope

Seventh Sheet - Appropriate 927 Return envelope

Eighth Sheet - NJ-500 Return envelope (1)

Ninth Sheet - NJ-500 Return Envelope (2)

Tenth Sheet - NJ-W-3 Return envelope (4th quarter only)

3.18 FOREIGN MAIL

Foreign mail must be separated and mailed directly from the production facility.

3.19 UNDELIVERABLE ADDRESSES

Split off no-mails. Do not mail. Return to Division of Revenue if address is not deliverable.

3.20 MANUAL 927-M, WR-30-M, ST-51-M AND NJ-500-M

Are forms that may be required from the Contractor. These forms will not contain variable pre-printed information.

3.21 MINIMUM CONTRACTOR REQUIREMENTS -

- 1- All production including programming, on-site creative services, data processing, laser imaging, inserting, postal sorting and entry into the USPS must be provided from within one secure facility. The Contractor must also have a back-up facility with same capabilities as its primary facility to ensure steady production of the project.
- 2 - The Contractor must own both its primary and back-up facilities and must be linked through a telecommunication network that allows for transfer of data to the alternate production site.
- 3 - Imaging density to be at least 600 by 600 DPI. Any density less than 600 by 600 DPI is not acceptable and bid will be rejected. The Contractor must have the capability to laser image data on both sides of the form.
- 4 - The Contractor shall be required to enter mail into the US Postal Service as a "Plant Load" with USPS "Verification Clerks" on site.
- 5 - The Contractor must perform its own postal sorting of the mail group in-house through the use of Licensed CASS-certified software.

- 6 - The Contractor must be able to demonstrate its ability to produce printed and data imaged documents that can be scanned properly on both the Northrop Grumman scanning equipment and the Unisys remittance processing equipment. This demonstration may require a site visit by the Evaluation Committee. An equipment list to be used for this project must be submitted by the bidder either with the bid or within 3 days of request by the bid evaluation committee.
- 7 - The Contractor should have USPS Certified Mail-piece Quality Control Specialists on site at both the primary and back up facilities.
- 8 - The Contractor must produce and inspect imaged quality control pieces during production, with test patterns to assure quality, placement, and density of the laser imaged data. These quality control pieces must be produced at regular intervals of at least every 500.
- 9 - A quality control page number and package number must be assigned to every page in the mail piece to assure proper number of pages and packages were produced and inserted correctly. The Contractor must develop these quality control numbers while the data is processed for production. They are not part of the input file from the State of New Jersey.

3.22 PROJECT DEVELOPMENT

The Contractor must commit a project manager to assist in the preparation of the forms for production, programming coordination, develop timeline for implementation, as well as ongoing change management for the term of the contract. This project manager must provide on site assistance at the State when required to meet in the development, testing and implementation stages of the project.

All programming development must be performed by the Contractor's own on-site programming staff.

The Contractor shall be responsible for completing all implementation and testing by October 30, 2006 and for completing production and mailing of the fourth quarter mailing on December 28, 2006.

The Contractor shall be responsible for completing all implementation and testing of the Ad Hoc Weekly Report mailing process by October 30, 2006.

3.23 POSTAGE

The Contractor shall be required to enter mail into the US Postal Service as a "Plant Load" with USPS "Verification Clerks" on site.

The Contractor must perform its own postal sorting of the mail groups in-house through the use of licensed CASS-certified software.

Foreign addresses must be identified and mailed from the Contractor's facility. Any non-mailable addresses that can be identified, must be separated from the mail sort and returned to the State for processing.

Postage costs must be separate from production costs.

Postal Permit must be maintained by the Contractor.

The Contractor must have the capability to allocate postage by region or by a predetermined group.

The Contractor shall be required to provide the State with a certified (by the post office) copy of the CASS report; i.e. certified proof of mailing.

The Contractor must have a USPS Certified Mail Piece Quality Control Specialist on site at both the primary and back up facilities.

3.24 QUALITY CONTROL

THE CONTRACTOR MUST –

Add a quality control record every 500 mail pieces and test imaging scanability to assure consistent quality electronic imaging throughout the production process.

Add a control record number to each page in the bottom left corner to account for every page of the production processed.

Add a 3 of 9 variable bar code to each page to:

- 1) Match page together
- 2) Intelligently pull in the correct instruction sheet
- 3) Intelligently pull in the correct 927/927W reply envelope

Preprint Feed Assurance bar codes at the top of each page to:

- 1) Make sure the correct document is being processed
- 2) Orientate the document to assure that the laser imaging is being placed on the correct side and location of the page

3.25 SPECIAL PROJECTS/ADDITIONAL WORK

Should additional work be required that is beyond the detailed original scope of this RFP, but related to the overall contract, the Contractor will be required to supply a written cost estimate and production schedule to the requesting agency.

Costs for this additional work will be appropriately documented and billed as an up-charge via the contract. Examples of such work can include alterations, ink, paper stock variations, authors alterations, programming/scan line changes, additional components, or other variations the State deems necessary.

The Contractor will receive written authorization to proceed from the requesting agency.

Also note: Appropriate pro ratings will be made for combination runs/combination pricing, as applicable.

3.26 QUANTITY - QUARTERLY

Quarterly mailings - 200,000 - 225,000 mail pieces per run

3.27 GENERAL REQUIREMENTS

3.27.1 FREQUENCY:

Duration of contract

3.27.2 DATA FILE

Input record layouts will be identical to the attached "Data Output File - Mailing Tape to Vendor" with the addition of new fields as required. All input files will be flat files, not print image.

3.27.3 MAILING

All pieces will mail first-class presort directly from the Vendor's facility.

3.27.4 PRICING

Pricing shall include preprinting of the 6 different forms, data conversion and merging of employees to employers, variable data imaging, one outgoing envelope, six (6) different return envelopes, 3 different instruction sheets, applying 3 of 9 bar code for page matching and inserting, folding, machine page matching, intelligent inserting, postal presort, add postal bar code, preparation for mailing and delivery to the US Postal Service.

3.28 QUANTITY - AD HOC

Ad Hoc Weekly Mailing – approximately 3,000 mail packages per month.

Frequency: Duration of Contract

Fifty-Two (52) total processing runs per year. (ONE EACH WEEK)

Data File: Input record layout will be the exact same as the current Quarterly Employers Report data file.

Mailing: All pieces will mail first-class presort directly from the Vendor's facility.

3.29 PRICING WILL INCLUDE:

- Preprinting and storage of the various different forms.
- Data conversion of the input data
- Laser imaging of employer data
- Preprinting and storage of one outgoing envelope and 6 different return envelopes
- Preprinting and storage of 3 different instruction sheets
- Applying 3 of 9 bar code for page matching and inserting command
- Machine page matching, folding, intelligent inserting
- Portal pre-sort and add postal bar code
- Preparation for mailing and delivery to the US Postal Service

3.30 BID COMPONENTS

QUARTERLY REPORT PACKAGES – 6 PACKAGES

QUARTERLY BASE PROCESSING FEE – 4 QUARTERS

AD HOC WEEKLY CHARGE - 52 WEEKS

HOURLY ALTERATION CHARGE - 20 HOURS (Estimated for bidding purposes)

SPECIAL QUARTERLY DELIQUENCY MAILING- 4 QUARTERS

There are six different quarterly report packages. Specifications for each component are available as a PDF file attached to this bid for comprehensive review before the pre bid conference.

The ADDITIONAL SPECIFICATIONS and PRICE SHEETS are on PDF files included as separate attachments to this RFP.

NOTE: Unit Prices prevail when determining the lowest bid prices.

3.31 PROJECT MANAGER

The Division of Revenue Project Manager who will be the contact person for the life of the contract will be:

Robert J. Benco Jr., CPA
Chief, Business Support Services Bureau
NJ Division of Revenue
PO Box 308
Trenton, NJ 08646-0308
Phone: 609-633-8294
FAX: 609-984-6832

Bidders are required to identify the Project Manager, who will be responsible for coordination, communication, adjustments and program changes when required for the life of the contract:

Please indicate below the Name, Phone number, Official Title and duration of time with company of the Project Manager:

NAME: _____,
OFFICAL TITLE: _____,
PHONE NUMBER: _____,
LENGTH OF TIME WITH THIS COMPANY: _____.

A summary of the proposed project manager's experience should accompany.

3.32 MANUFACTURING PRINCIPALS/SUBCONTRACTORS

MANUFACTURING PRINCIPALS - For purposes of this bid, a Manufacturing Principal is a firm who owns the facility and business in which the principal portions of this project will be performed. Printing, variable imaging (personalizing) the forms, folding, stuffing, and inserting (fulfillment) may not be subcontracted.

SUBCONTRACTING - Components of this contract which (MAY) be subcontracted include but is not limited to: typography, envelopes, addressing and postal sorting. Bidders must complete the subcontracting form which is supplied as a separate attachment to this RFP and clearly identify what portions of this project are to be subcontracted.

3.33 BROKERS -

Bids submitted by Brokers will not be considered.

3.34 ATTACHMENTS -

The following attachments are made available in PDF form as part of the bid package: Detailed Forms Specifications, File Layouts, Work Sheet and Bid Summary, and Subcontracting Form are attached as PDF files. Samples of all forms and envelopes will be available at the Mandatory Pre Bid Conference.

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/07x38764.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 **eleven (11) full, complete and exact copies** 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.

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/07x38764.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/07x38764.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/07x38764.shtml>.

4.4.1.4 SUBCONTRACTOR (S)

- A. **All bidders** must complete the “**QERP 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. 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. The bidder should provide detailed resumes for each 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 designated to perform.
- E. The bidder should 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.

4.4.2 PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

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

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

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage
<http://www.state.nj.us/treasury/purchase/bid/summary/07x38764.shtml>

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/07x38764.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/07x38764.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/07x38764.shtml>.

4.4.4.2 SAMPLES/SAMPLE TESTING

1 - Bidder must provide imaged samples and references of at least two projects similar in size and design produced in the primary and back-up facilities. (one from each) These samples should be submitted with the bid or within 2 days of request.

2 - The bidder should provide with the return bid response or within 2 days of request, 50 actual samples of work with the two (2) required bar codes described in this bid from a live project similar in output design and quantity.

3- The bidder must provide with the return bid response or when requested, 50 actual samples of work with the three (3) required bar codes described above from a live project similar in output design and quantity. Provide a name and phone number of a client reference that can be contacted regarding the samples submitted.

4 – The bidder must ensure that quality control, security and continuous quality project management are in place. The bidder should provide with the bid or within 2 days of request, an ACTION PLAN and/or CERTIFICATION for both the primary and back-up facilities on how it intends to – 1) Maintain quality control during each step of the process. 2) Maintain security and integrity of classified documents in the project. 3) Provide quality Project Management at each step.

5 - The bidder should provide a summary of the security in place at the both the primary and back-up facilities either with the bid or within 2 days of request.

6 – The bidder must be a USPS National Account. Provide the name and phone number of the USPS National Account Manager assigned to your firm with the bid or within 2 days of request.

7 - The bidder must provide production control reports that detail how many packages contained 1, 2, 3, 4, 5, 6, or 7 imaged pages.

8 - The bidder must be a manufacturer, and must identify the plant locations to be used for this process.

9 - The bidder must describe in detail, previous experience in manufacturing and processing similar forms, and provide references including company names, telephone numbers, which demonstrate current success in providing the types of services and accuracy rates required under this contract.

10 - The bidder must include a detailed description of the manufacturing process and methodology, including the requirement to describe in detail, in-house statistically significant quality control procedures to be followed during production of the tax packages.

11 - The bidder must provide as part of its ACTION PLAN, a complete listing of equipment to be used to fulfill the requirements of this project including forms typography, printing, variable imaging, collating, sorting, stuffing, bindery work. Provide a list of functions and staff in-house necessary to manufacture and process the tax packages.

12 – The bidder must be a USPS National Account and provide the name and phone number of the USPS National Account Manager assigned to its firm with the return bid.

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 WORK SHEET AND SUMMARY OF PRICES available on the PDF file attached to this bid.

Failure to submit all information and prices required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

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/07x38764.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 **TWENTY FOUR (24) MONTHS**. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP:

<http://www.state.nj.us/treasury/purchase/bid/summary/07x38764.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 **120** 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 contractor is** authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agency reveals that material other than that covered by the contract has been ordered and

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

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

5.7 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/07x38764.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 PERFORMANCE BOND

This section supplements Section 3.3b 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/07x38764.shtml>.

A performance bond is required. The amount of the performance bond is noted on the RFP signatory page located on the Advertised Solicitation, Current Bid Opportunities <http://www.state.nj.us/treasury/purchase/bid/summary/07x38764.shtml>. The performance bond must be posted within 30 days of the effective date of the contract award. The performance bond must remain in full force and effect for the term of the contract and any extension thereof.

5.12 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.

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 - The lowest bid prices will be determined by the sum of all major components of the quarterly mailing cycle and the one time charge for set up. (See WORK SHEET & PRICING SUMMARY to be handed out at Mandatory Pre Bid Conference.)

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 The bidder's approach to meet the objectives for each task, activity and firm fixed price

requirements of the RFP.

6.1.5 The qualified experience of the company and project manager assigned in providing the types of forms and technical services required under this RFP.

6.1.6 The bidder's description of proposed processing methodology as described in the RFP.

6.1.7 The bidder's evidence of in-house quality control procedures in the production, processing and Mailing requirements detailed in the RFP.

6.1.8 The bidder's organizational resources, reputation and facilities to perform the project.

SPECIAL NOTE: The State reserves the right to inspect the vendor's production facility to determine if it has manpower and equipment necessary to produce this project.

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 PAPER PRICE ESCALATION

Paper price increases may be considered by the Purchase Bureau no sooner than 6 months into the contract by providing documentation & proof to the Purchase Bureau Printing Office, that the increase has been applied by the paper mill and no other source of comparable paper is available. Permission will be granted or denied by the Director.

6.5 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

The contractor shall not begin performing any additional work or special projects without first obtaining written approval from both the State Contract Manager and the Director.

In the event of additional work and/or special projects, the contractor must present a written proposal to perform the additional work to the State Contract Manager. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the contractor in its proposal.

The contractor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written cost proposal must be based upon the hourly rates, unit costs or other cost elements submitted by the contractor in the contractor's original bid proposal submitted in response to this RFP. Whenever possible, the cost proposal should be a firm, fixed cost to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the contractor's written proposal, the State Contract Manager shall forward same to the Director for the Director's written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Contract Manager to the Director must all include all other required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget (OMB) and Office of Information and Technology (OIT).

No additional work and/or special project may commence without the Director's written approval. In the event the contractor proceeds with additional work and/or special projects without the Director's written approval, it shall be at the contractor's sole risk. The State shall be under no obligation to pay for work performed without the Director's written approval.

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.