

43. INTENT OF SPECIFICATION

The intent and purpose of this specification is to adequately describe the requirements for Supplying and Delivering Office Supplies for the County of Cumberland and the Cumberland County Cooperative Contract Purchasing System, Identifier Number 181-CCCCPS and to list all requirements necessary for entering into a contract, and for being declared winning bidder, for providing the services described herein or as mutually agreed upon.

44. SCOPE OF WORK

The County of Cumberland, acting as Lead Agency on behalf of itself and for the Cumberland County Cooperative Contract Purchasing System, Identifier Number 181-CCCCPS, is interested in entering into a contract with a qualified vendor who is able to Supply and Deliver Office Supplies for the County of Cumberland is additionally interested in declaring the winning bidder for the Cumberland County Cooperative Contract Purchasing System, Identifier Number 181-CCCCPS.

The catalog for use in this contract for the period from February 1, 2010, through December 31, 2010, shall be the 2010 United Stationers Catalog.

The catalog for use in this contract for the period from January 1, 2011, through December 31, 2011, shall be the 2011 United Stationers Catalog.

It shall be the contractor's responsibility to deliver the new 2011 United Stationers Catalog, in sufficient quantities, to all County departments prior to December 15, 2010. The contractor shall not deliver the catalogs to the Purchasing Department, or any other single department, for distribution to any other department.

Substitutions for generic items shall be acceptable.

Substitutions for name-brand items shall not be acceptable.

There shall be no minimum order requirement for this contract.

Minimum discount rate for Section B, Included Items, bid shall be fifty percent (50%). Bidders submitting a discount rate less than fifty percent (50%) shall have their bid rejected as non-responsive.

This shall be a supply contract with the County and the participating cooperative members purchasing the items listed herein on an as needed basis.

The County reserves the right to reject any and all bids as allowable by law. The County and/or participating Coop members reserves the right to purchase items from an approved New Jersey State Contract Vendor if it is in the County's and/or Participating Coop member's best interest. The County and/or participating Coop members reserves the right to add and/or delete delivery locations during the contract period.

Estimates of usage contained in this Bid Document are provided as informational only and the County and the participating cooperative members shall not be obligated to purchase any minimum or maximum amount of items as herein described. The contractor shall be compensated for the cost of the items actually delivered.

The contract shall commence February 15, 2010, and shall terminate December 31, 2011.

The unit prices submitted herein for Section A, Core Items, shall be fixed for the period through December 31, 2010.

The contractor may request a price adjustment for the unit prices submitted herein for Section A, Core Items, for the period from January 1, 2011, through December 31, 2011. Such request, if any, shall be made by the contractor, in writing, to the County Purchasing Agent, no later than November 30, 2010. Any price adjustment request shall not exceed the Index Rate posted on the New Jersey Department of Local Government Services website prevailing at the time of the request. If no request for a price adjustment is received by the Purchasing Agent by November 30, 2010, the prices indicated in the original agreement for Section A, Core Items, shall prevail for the contract period from January 1, 2011, through December 31, 2011. All other terms and conditions of the original contract shall remain in force.

The discount submitted herein for Section B, Included Items, shall be fixed for the entire term of the contract.

This contract shall be contingent upon the appropriation of sufficient funds in the 2010 and 2011 temporary and/or permanent budgets by the Board of Chosen Freeholders. There shall be no penalty for cancellation due to non-appropriation of funds.

The County and/or participating cooperative members may, at any time, cancel, without recourse, any contract awarded as a result of this Request for Bid by providing ten (10) calendar days written notification, return receipt, to the contractor, if services provided under this contract are not complete and satisfactorily performed. For County of Cumberland purposes, the Cumberland County Purchasing Agent shall be the sole judge as to what constitutes complete and/or satisfactory/unsatisfactory performance.

The County and/or participating Cooperative members shall give the contractor one (1) written notice for failure to deliver as required and/or any other failure to comply with these specifications. Thereafter, the County and/or the participating Cooperative member shall have the right to cancel this contract on ten (10) calendar days written notice for failure to deliver as required or other noncompliance to these specifications.

45. ON-LINE ELECTRONIC ORDERING

The contractor shall be required to provide to the County a secure, web-based, on-line electronic ordering system at no additional charge to the County. This system shall be made available to all departments identified by the County. Various levels of access and authority shall be available and enacted in accordance with the directives from the Purchasing Department.

The contractor shall provide system training at all ordering locations designated by the Purchasing Department.

The contractor shall be required to provide on-going training when new employees are assigned and/or when requested by the Purchasing Department.

This system shall be in full operation, and all training completed, within thirty (30) calendar days of contract commencement.

Bidders shall provide in the Bidders Data Sheet and Questionnaire a description of the features of the on-line ordering system they propose to utilize for this contract, including at a minimum a description of system security and levels of access and authority.

46. DELIVERIES

Next business day delivery shall be required for all orders placed before 3:00 PM the previous business day.

Deliveries shall be made inside to each ordering department.

There shall be no minimum order requirement.

All deliveries are to be made between the hours of 8:30 A.M. and 3:30 P.M. on business weekdays, except as otherwise arranged by the County and the contractor.

Cooperative members will make payments according to their payment policies. The contractor shall obtain the proper billing address from each participating Cooperative member.

47. PENALTY

In the event that delivery is not made as specified, the County and/or the participating Cooperative member reserves the right to obtain the contract item on the open market from any available source. In such event, the amount involved will be charged to the defaulting contractor.

48. COUNTY OF CUMBERLAND BUSINESS HOURS

For the purposes of this agreement, normal business hours for the County of Cumberland are Monday through Friday, 8:30 AM to 3:30 PM, excluding holidays observed by the County.

49. CONTRACT MANAGEMENT

Questions and communications regarding the County of Cumberland requirements of this contract, once awarded, shall be directed to:

Cumberland County Purchasing Department
790 East Commerce Street
Bridgeton, New Jersey 08302
Telephone (856) 453-2132
Facsimile: (856) 451-0967

50. PAYMENT

Each participating cooperative member shall be responsible for payment to the contractor(s) for goods supplied to them.

For County of Cumberland purchases, payment for delivery of goods will be made within seven (7) days following the next regular monthly meeting of the Board of Chosen Freeholders subsequent to said delivery.

51. BID DOCUMENT INFORMATION

Bidders shall bid on all Core Items listed in Section A on the Official Bid Document. Bidders who do not provide a bid for all items listed therein shall have their bid rejected as non-responsive.

Bidders shall provide the discount they shall apply to the Included Items identified in Section B on the Official Bid Document. The minimum discount rate shall be fifty percent (50%). Bidders who do not provide a discount for these items or who provide a discount rate of less than fifty percent (50%) shall have their bid rejected as non-responsive.

Bidders are instructed to indicate in the area provided on the Official Bid Document for Section A, Core Items, the unit price they shall charge the County for each of the items identified therein. Bidders shall then multiply the unit prices times the upper range number of the Usage Estimate to equal their extended cost for each item. Bidders shall then add all the extended costs together to equal their Section A total bid.

Bidders are instructed to indicate the discount they shall apply to the items identified in Section B, Included Items. Bidders shall then multiply that discount amount times the \$140,000.00 (estimated gross purchase amount) to equal the Total Discount Amount. Bidders shall then subtract that Total Discount Amount from the \$140,000.00 (estimated gross purchase amount) to equal the total amount for Section B. For example a bidder indicating a discount of 60% shall multiply that amount times \$140,000.00 to equal a Total Discount Amount of \$84,000.00 which amount shall then be subtracted from \$140,000.00 to equal \$56,000.00, the amount that shall then be entered and expressed as the total amount for Section B. Bidders having any questions regarding the correct method for providing this information on the Official Bid Sheet shall contact David A. Mulford, Jr., Director of Purchasing, at (856) 453-2130.

Bidders shall then add their total for Section A to their total for Section B to equal their total, all-inclusive, lump sum bid.

Bidders are hereby advised that this bid is being solicited on behalf of the Cumberland County Cooperative Contract Purchasing System, Identifier Number 181-CCCCPS, as authorized by N.J.S.A. 40 A:11-11(6) and regulated by N.J.A.C. 5:34-7.1, that permits government entities within the geographic boundaries of a County, and at the discretion of the County, to utilize any contract made by the County, provided that the successful bidder to the County is awarded a contract and has elected to extend their prices to those government entities.

The decision to award the County contract for this bid will not be affected by a bidder's decision to extend, or not to extend, their prices to the government entities within the County.

Bidders are hereby instructed to check yes or no on the Official Bid Document as to whether they are willing to provide the item(s) herein bid upon to local government entities within the County of Cumberland, without substitution or deviation from specifications, features, quality, price, or availability, as herein set forth. It shall be understood that orders will be placed subject to the overall terms and conditions of the contract to be awarded by the County of Cumberland, and that no other charges, including but not limited to, additional service or delivery charges, will be allowed except as permitted by the terms and conditions specified herein. It shall be further understood that the decision to extend, or not to extend bid prices, will not adversely effect consideration of this bid with respect to the needs of the County of Cumberland and the consequent award of contract.

Failure by the bidder to indicate on the Official Bid Document whether or not they will extend their bid prices to local government entities shall be taken to mean that bid prices will not be extended.

52. CONTRACT AWARD

The County of Cumberland shall award a contract to the bidder offering the lowest, responsive bid for supplying and delivering the items described herein and in the manner described herein.

Additionally, the County of Cumberland shall declare as winning bidder for the cooperative members the bidder offering the lowest, responsive bid for supplying and delivering the items described herein and in the manner described herein.

The County shall award a single contract for the provision of these services.

Bidders shall bid on all items listed herein. Bidders who do not provide a bid for all items listed herein shall have their bid rejected as non-responsive.

The County reserves the right to reject any and all bids as allowable by law. The County reserves the right to investigate the bidder's ability and to satisfy itself that the bidder will be able to fulfill the requirements of these specifications and any future service requirements.

The County shall notify all interested entities of the bid results obtained pursuant to the public opening herein scheduled, and shall additionally identify the vendor to whom the County intends to award a contract and which vendor will be declared the winner for cooperative members. It shall be the responsibility of the winning vendor to contact said cooperative members and to forward any required documentation necessary to enter into any contracts directly to each individual member. Contract documentation for participating cooperative members shall not be sent to the County for consequent distribution to participating entities.

53. CONTRACTOR REQUIREMENTS

The successful bidder (contractor) is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written consent and approval of the County.

The contractor and his employees engaged in performance of work shall at all times be deemed to be performing as independent contractors and not as agents or employees of the County and the acts and omissions of such employees shall be deemed to those of the contractor. The contractor shall hold harmless the County and its employees from and against any and all losses, claims, demands, judgments, cost and expenses of every nature of any kind, arising out of or incidental to or in any way resulting from the acts or omission of the contractor or his employees while acting within the scope of their employment.

Contractors shall be paid for performance of the services as described and allowed herein, and as mutually agreed to, and shall not seek, and shall not be reimbursed, for any fee or service not described or allowed in this specification or mutually agreed to, including but not limited to, tolls, mileage fees, overtime rates, etc.

The contractor shall familiarize himself, in detail, with the total requirements of this contract and shall be required to closely monitor and inspect all work to insure compliance with these requirements.

54. APPLICABLE LISTINGS, CODES, STANDARDS

All materials/services provided pursuant to this contract award and as specified herein, shall comply with all current codes and standards for this jurisdiction.

All materials/services provided pursuant to this project shall comply with all applicable requirements of Federal, State, and other local codes and authorities having jurisdiction.

55. SUBMITTAL DOCUMENTS REQUIREMENTS

It shall be the responsibility of the bidders to familiarize themselves with the documentation required by all authorities having jurisdiction and approval for this project, which approval may be required prior to commencement of any work.

56. EXAMINATION OF DOCUMENTS

Each bidder is under an affirmative duty to inform itself by personal examination of the specifications and the proposed work and by such other means as it may select, of the

character, quality and extent of work to be performed and the conditions under which the contract is to be executed.

Each bidder shall examine the specifications and all other data or instructions pertaining to the work required for this contract. No pleas of ignorance of conditions that exist, or of difficulties or conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the work will be accepted by the County of Cumberland as an excuse for any failure or omission on the part of the bidder to fulfill every detail of all the requirements of the documents governing the work. Bidder, if awarded contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such bidder might have fully informed themselves prior to bidding.

57. LAWS AND ORDINANCES

All work shall be performed in all respects, in strict conformity to all laws, regulations and ordinances of the Federal, State, County and Municipal governments, and all departments and bureaus having jurisdiction thereof.

58. QUESTIONS

Questions concerning this specification must be submitted in writing to the Purchasing Office by 12:00 P.M. (Noon) on Wednesday, January 20, 2010. Questions may be faxed to (856) 451-0967. Questions received after this date/time will not be answered.

59. COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM

Bidders are hereby reminded that this bid is being solicited on behalf of the Cumberland County Cooperative Contract Purchasing System, Identifier Number 181-CCCCPS, as authorized by N.J.S.A. 40 A:11-11(6) and regulated by N.J.A.C. 5:34-7.1, that permits government entities within the geographic boundaries of a County, and at the discretion of the County, to utilize any contract made by the County, provided that the successful bidder to the County is awarded a contract and has elected to extend their prices to those government entities.

Bidders are hereby reminded that the decision to award the County contract for this bid will not be affected by a bidder's decision to extend, or not to extend, their prices to the government entities within the County.

Bidders are hereby reminded to check Yes or No on the Official Bid Sheet regarding whether they are willing to provide the item(s) herein bid upon to local government entities within the County of Cumberland, without substitution or deviation from specifications, features, quality, price, or availability, as herein set forth. Bidders are reminded that it shall be understood that orders will be placed subject to the overall terms and conditions of the contract to be awarded by the County of Cumberland, and that no other charges, including but not limited to, additional service or delivery charges, will be allowed except as permitted by the terms and conditions specified herein. Bidders are additionally reminded that it shall be understood that the decision to extend, or not to

extend bid prices, will not adversely effect consideration of this bid with respect to the needs of the County of Cumberland and the consequent award of contract.

Failure by the bidder to indicate on the Official Bid Sheet whether or not they will extend their bid prices to local government entities shall be taken to mean that bid prices will not be extended.