



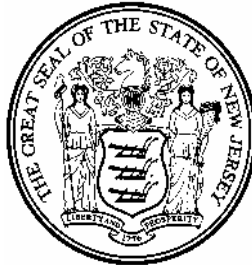
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Acting Governor

State of New Jersey
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. Box 230
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OCTOBER 1, 2005

RFP #: **06-X-37690 (T-0095)**
Micrographics Equipment, Maintenance and Supplies



Bid Number: 05-X-37690

NOTICE OF AWARD

MICROGRAPHICS EQUIPMENT, MAINTENANCE AND SUPPLIES

Date Issued: 09/15/05

Purchasing Agency
State of New Jersey
Department of the Treasury
Division of Purchase and Property
Purchase Bureau, PO Box 230
33 West State Street
Trenton, New Jersey 08625-0230

Using Agency
State of New Jersey
Cooperative Purchasing Members

PURPOSE AND INTENT

This Request for Proposal (RFP) was issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of Various State Using Agencies. The purpose of this RFP was to solicit bid proposals for the purpose of awarding term contracts for MICROGRAPHICS EQUIPMENT, MAINTENANCE & SUPPLIES, (T-0095). The contracts awarded will be for two years.

Although the State, with the assent of the vendor(s), is making the use of any contract resulting from this RFP available to non-State Agencies, the State makes no representation as to the acceptability of any State RFP terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.

BACKGROUND

This is a re-procurement of the term contract T-0095 for Micrographics Equipment, Maintenance and Supplies. This contract will provide Micrographics Equipment, Maintenance and Supplies to Various State Using Agencies and Cooperative Purchasing Partners.

METHOD OF OPERATION

THE FOLLOWING PRICE LINES ARE TO BE USED BY STATE AGENCIES WHEN PURCHASING EQUIPMENT, MAINTENANCE OR SUPPLIES FROM THIS CONTRACT.

PRICE LINE ONE - State Agencies to use LINE ONE for the outright purchase of equipment.

PRICE LINE TWO - State Agencies use LINE TWO to pay for the purchase of consumable supplies from Price Lists provided by the vendors. Some are discounted.

PRICE LINE THREE - State Agencies use LINE THREE to pay for annual maintenance whether, monthly, quarterly, or annually.

ADVANCE PAYMENTS - Some vendors have granted discounts for maintenance payments paid to them in advance. The discounts are shown at the bottom of the EXCLUSIVE NEW JERSEY EQUIPMENT PRICE SCHEDULES submitted by the vendors with the bid.

PRICE SCHEDULES - Contractors are required to present a copy of the appropriate PRICE SCHEDULE to the prospective Purchaser of the equipment when submitting its price proposal.

This is a term contract for PURCHASE ONLY of Micrographics Equipment & Supplies. Bidders were required to submit purchase prices for the equipment they offer which must include a one year warranty period including maintenance and parts. Bidders also provided maintenance prices for two consecutive years beginning at the end of the warranty period. These prices must also include all maintenance and all parts.

Bidders were required to develop exclusive "**State of New Jersey Micrographics Equipment Price Schedules**".. An equipment catalog or other price list was unacceptable.

State agencies using this contract will select equipment that is most appropriate to each agency's actual needs, and according to each machine and model's specified performance.

Price and other factors will determine which equipment best suits agency needs. Other factors include, but are not limited to, ease of operation, equipment performance, past experience with equipment, space requirements, decor compatibility, equipment diagnostics, configuration, and additional available accessories.

All acquisitions by State agencies must have the approval of Mr. Vince Scardino of the Bureau of Archives.

EQUIPMENT COVERED

The equipment covered in this contract is comprised of IMAGE FILING EQUIPMENT and includes the following micrographics equipment and storage units.

IMAGE FILING EQUIPMENT will include: Archive Writers, Readers, Reader-Printers, Cameras, Processors, Duplicators, Microfilm Scanners, and Storage Equipment. Computer output microfilm (COM) systems, computer assisted retrieval (CAR) systems.

Duplicators may be NEW or REMANUFACTURED. All other equipment must be NEW only. REMANUFACTURED EQUIPMENT shall include the same warranty guarantee as new equipment.

Storage equipment of only the following types will be considered for inclusion under this contract:

Freestanding files, boxes, drawers, carts and cabinets specifically designed for the storage of 8 mm, 16 mm, and 35mm reels cartridges, aperture cards and 6" x 4" microfiche.

Excluded will be all electrically driven or mechanically assisted power filing systems and shelving of all types.

No computer peripheral devices are to be bid for inclusion under these contracts. Only those items made for use within a specific brand line for Micrographics may be offered.

WARRANTIES

Equipment must be warranted FOR ALL PARTS AND LABOR for a period of at least one year from the time of completion of installation. The warranty will cover parts, service, transportation and all associated costs for on-site warranty work. This warranty pertains to all equipment accepted on this contract. The beginning date of the warranty period shall be at the date of acceptance by the State. Bidders providing a warranty of less than one year will not be considered for award.

Contractors will replace or repair any product which does not perform according to specifications at any time during the one year warranty period. New equipment which must be consistently repaired from the beginning of the installation date may be subject to a new replacement model after consultation with the Contract Manager and the Contract Compliance Office.

Contractors must render all repairs within 48 hours of notification by the Using Agency. Replacements must be completed within 3 business days of notification by using agency.

The State shall give prompt notice to the Contractor of observed defects. In the event that the Contractor fails to provide service or replacement, or to make adjustments, repairs or corrections, the State may take remedial action and charge the Contractor for any cost incurred.

All electrically powered components supplied to the State which are normally subject to Underwriters Laboratory (UL) review must have received UL listing.

NEW & OBSOLETE MODELS

If a model of equipment listed on a State of New Jersey Micrographics Equipment Price Schedule is discontinued or in any way becomes obsolete during the term of the contract, it may be replaced with a machine of equal or lower cost and with equal performance features after permission is granted by the Purchase Bureau.

MAINTENANCE SERVICES AND PARTS

The maintenance and warranty guarantee must include, as a minimum, one preventive maintenance checkup annually and all other maintenance services on an as needed basis. All service must include parts, except consumables, on the newly installed equipment.

Contractors must respond to service calls within eight (8) working hours of the call regardless of geographic locations - continued failure to do so will lead to contract cancellation.

Contractors must determine and schedule preventive maintenance for all devices that require it. The actual times for the preventive maintenance to be performed are to be agreed upon with the agency site representative in advance of the actual performance. All preventive maintenance activity must also be entered in the site service log.

The cost of maintenance service shall include repair work and transportation. The Contractor shall be responsible for all costs associated with parts acquisition. Only new or certified OEM parts shall be used when replacement parts are required.

Contractors are to furnish a central dispatch number and dispatch services.

Contractors are to be sufficiently staffed to provide maintenance services to all awarded areas of the State either by using its own facilities or by its dealer network.

All costs of maintenance service must include unlimited service calls during the principal period of maintenance as defined in this RFP and must be all inclusive.

CONSUMABLE SUPPLIES

The vendor's signature will guarantee that consumable supplies offered in the manufacturer's price lists to be submitted with the bid will hold firm for the entire contract period. Prices are to including all shipping costs. The State does not pay freight.

The successful Contractor(s) shall make available to Using Agencies, copies of product descriptive/technical literature and the published supplies price lists submitted with its proposal.

WRITTEN QUOTATIONS

For purposes of verifying prices, when responding to an agency (State or Political Subdivision) request for contract price proposal, a contractor or its representative must provide a written proposal on its letterhead or proposal form which mirrors the prices on its Microfilm Equipment Price Schedule that was submitted with the bid.

A. Product identity - name of manufacturer.

B. The contract number and a copy of the price schedule from which the product and pricing are derived.

C. Detailed listing of all items to be delivered and/or installed by model number/description and unit list price for each item, identified with page number reference of the contract price list.

D. Schedule that will define the delivery schedule, installation and completion.

DELIVERY

The Contractor(s) shall furnish with the written proposal, a delivery schedule for each type of machine as to time required for delivery after receipt of order (ARO) and notify the agency in advance of delivery so that necessary arrangements can be made. The Contractor must be able to make delivery and have product available for delivery to all parts of the State.

The Contractor shall be responsible for all delivery, unloading, staging and training, of products and supplies. The contractor shall notify the State at least 48 hours in advance of shipment. The State will provide specific and timely authorization for each delivery. The Contractor may not proceed with delivery until he has been given expressed approval to commence delivery.

All deliveries and installation work shall be performed during regular working hours, usually 8:00 a.m. to 5:00 p.m. Monday through Friday. Changes thereto may be granted with written approval of the State.

The Contractor shall be responsible for the delivery of product and equipment in first class condition at the point of delivery, and in accordance with good commercial practice.

Shipping cases shall be marked to show the name of the supplier, name and address of receiving agency and state Purchase Order number.

REPLACEMENT OF UNSATISFACTORY SUPPLIES

A Contractor whose supplies cause equipment malfunction may be held responsible for the cost of any corrective action deemed necessary by the State and/or may be subject to contract cancellation.

A Contractor whose contract is canceled for cause will be obligated to accept the return of unused supplies and to refund to the State the cost of these supplies.

STANDARD MICROFICHE READER

Fiche reader must accept all COM and source document fiche. Screen size: 11" x 8 1/2" minimum.

Carrier: Standard 4" x 6" minimum size.

Construction is to be steel, aluminum or high impact plastic.

Lens: Manufacturer's standard with reader.

Reader is to perform as specified in a manufacturer's instruction booklet provided with each reader.

PERSONNEL

All Contractor's employees shall be subject to such security clearance as the Director, Division of Purchase and Property, shall require.

The Contractor shall at all times during installation and/or service keep the premises free from the accumulation of all refuse, rubbish, scrap materials and debris caused by his operations. At all times, the premises shall present a neat, orderly and workmanlike appearance.

The Contractor shall be responsible for any damages to buildings or individuals as a result of delivery and installation of the materials and services supplied under this contract.

TRAINING AND TECHNICAL SUPPORT

Contractor provide, and include in the price, two (2) days of instruction to operating personnel as required, along with one copy of the instructional manual for each machine installed.

Contractor shall assist each State agency by supplying information relative to all new developments in equipment, supply materials and procedures.

MANUFACTURER'S DESCRIPTIVE LITERATURE

All literature submitted should be properly labeled, showing the bidder's name and address.

Price lists for supplies submitted with the bid shall apply for the term of the contract.

Technical literature submitted must be adequate for proposal evaluators to determine compliance with the requirements of this RFP.

BID PRICES

Bidders were required to submit a Price Schedule for each Make/Manufacturer and Model of Micrographics Equipment it intends to offer to the State. The Price for the base machine includes a one year warranty. The bidder included prices for maintenance for years one and two after the warranty period.

Accessories will not be calculated in the evaluation but the prices cannot exceed Federal GSA prices or they may be rejected. However, the additional cost of accessories shall be used to compare prices when Agencies are investigating a purchase.

EXCLUSIVE STATE OF NEW JERSEY PRICE SCHEDULES

Prices for equipment are listed by category on an exclusive price schedule tailored to this bid. Bidders are allowed to submit an individual price schedule for each piece of equipment it intends to sell.

Each price schedule includes: Category, Manufacturer, Base Model & Cost, Base Maintenance Cost, Additional Accessories & Costs and their Maintenance Cost if any.

EQUIPMENT ACQUISITION PAYMENT METHODOLOGY

EQUIPMENT OUTRIGHT PURCHASE PAYMENTS

All equipment sold on this contract will be outright purchase only. Purchase prices shall be reflected on the Price Schedules to be submitted by the bidder.

DEFERRED PAYMENTS FOR EQUIPMENT

There are no provisions for leasing under this contract. The State will entertain, however, offers by contractors to defer payments over extended periods by paying monthly. The offer will consist of spreading payments over a number of months suggested by the vendor from twelve months to sixty months with no interest added. The monthly payment to be calculated by dividing the number of months offered into the posted purchase price including the warranty.

MAINTENANCE PAYMENTS

Each equipment installation includes one year full warranty and two years full service maintenance of the equipment. Maintenance payments are to be paid separately by the month or quarterly in arrears as agreed to by the Using Agency. However, payments for maintenance may be made in advance for six months in advance or twelve months in advance if the contractor offers a percentage discount off the annual cost. The advance payment discounts are shown at the bottom of the PRICE SCHEDULES.

PRICE SCHEDULES

In order to be considered for a contract award, vendors were required to submit EXCLUSIVE N.J. EQUIPMENT PRICE SCHEDULES by category. As previously stated, the lists include the cost of maintenance for two years beyond the one year warranty period.

After the first three year period of the installation, maintenance will be acquired by a Using Agency from the complementary T-095S contract which should have maintenance costs for this equipment included in it by that time.

In the event the maintenance is not on T-095S, Contractors on this contract will be required to continue to extend the second year's maintenance pricing from this contract which will give Using Agencies a continuous source of maintenance until the T-095S contract is updated..

An example of a typical Price Schedule follows on page 7. Contractors are required to provide copies of their original submittals when requested by an End User. Using Agencies can use the information provided to verify prices for additional accessories and maintenance prices.

MICROGRAPHICS EQUIPMENT PRICE SCHEDULE

BIDDER/CONTRACTOR _____ DATE _____

CATEGORY - _____

MAKE/MODEL NUMBER _____

A. BASE MACHINE

OUTRIGHT PURCHASE PRICE - \$ _____
(ONE YEAR FULL SERVICE & PARTS WARRANTY - INCLUDED IN PRICE)

B. 1ST YEAR FULL SERVICE MAINTENANCE & PARTS \$ _____

C. 2ND YEAR FULL SERVICE MAINTENANCE & PARTS \$ _____

TOTAL BID PRICE - A + B + C \$ _____

ACCESSORIES INCLUDED IN BASE PRICE ---

OPTIONAL ACCESSORIES (USE SIDE 2 IF NECESSARY)

ACCESSORY ITEM (Includes warranty)	PURCHASE PRICE	MAINTENANCE (year one)	MAINTENANCE (year two)
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% PERCENT DISCOUNT OFF ANNUAL MAINTENANCE COST LISTED ABOVE FOR 6 MONTH PREPAYMENT _____

%PERCENT DISCOUNT OFF ANNUAL MAINTENANCE COST LISTED ABOVE FOR 12 MONTH PREPAYMENT _____

STATE 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 Manger name, department, division, agency, address, telephone number, fax phone number, and email address.

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.

OTHER DUTIES OF THE STATE CONTRACT MANAGER

The State Contract Manager shall have the following additional duties:

- a) If the State Contract Manager determines that the Contractor has failed to perform the work of the contract and is unable to resolve that failure to perform directly with the contractor, the State Contract Manager shall file a formal complaint with the Contract Compliance Unit in the Division of Purchase and Property and request that office to assist in the resolution the contract performance problem with the contractor.
- b) The State Contract Manager is responsible for arranging for contract extensions and preparing any re procurement of the contract with the Purchase Bureau.
- c) The State Contract Manager is responsible for obtaining permission from the Director to reduce the scope of work, amend the contract or add work or special projects to the contract after contract award.
- d) The State Contract Manager is responsible for completion of the Project Performance Assessment Form for submission to the CCAU Unit of the Division, with a copy to the Associate Director of OMB; and
- e) The State Contract Manager is responsible for submitting the Contractor final deliverables to the Associate Director of OMB.
- f) The State Contract Manager is also responsible to formally report, to the Division of Purchase and Property's Assistant Director, CCAU, using the PB-36 Formal Complaint form, all instances when deliverables, i.e. commodities and/or services, are not in accordance with the contract specifications or scope of work. Variances from contract pricing shall be reported in this same manner to ensure that State and other using agencies receive the goods and/or services at the pricing established at the time of contract award or amendment(s) to the contract.

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.