



Contract Overview 06-X-38099

For NOA

For: Photographic Materials and Supplies
(T-0104)

RFP Issued By
State of New Jersey
Department of the Treasury
Division of Purchase and Property
Trenton, New Jersey 08625-0230

Using Agency/Agencies
State of New Jersey
Cooperative Purchasing Members

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THE FOLLOWING WAS DUPLICATED FROM THE ORIGINAL RFP FOR THIS SOLICITATION. CERTAIN SECTION NUMBERS HAVE BEEN OMITTED FROM THIS OVERVIEW, THEREFORE, CERTAIN SECTION NUMBERS BELOW ARE MISSING. THE FULL RFP DOCUMENT IS ON FILE AT THE PURCHASE BUREAU. THE INFORMATION PROVIDED SHOULD BE SUFFICIENT TO PROPERLY EXECUTE THIS CONTRACT.

1.0 INFORMATION FOR BIDDERS

1.1 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 all State Agencies and Cooperative Purchasing Partners. The purpose of this RFP was to solicit bid proposals for conventional film photographic materials and supplies.

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

This is a Set-Aside Contract for **Category I, II, or III Small Businesses**. The bidder should provide, with its bid proposal, evidence of current and valid registration as a small business from the New Jersey Commerce & Economic Growth Commission (Commerce). In the alternative, evidence that the bidder has registered with Commerce, as a small business, must be received on the date the bid proposal is received and opened.

The NJ Standard Terms & Conditions located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38099.shtml> will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with same unless the RFP specifically indicates otherwise.

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

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

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

3.1 ITEMS COVERED UNDER CONTRACT

Photographic supplies, darkroom supplies, film processing, and basic still camera equipment are covered under this contract.

The current contract contains a number of price lines for discontinued items or other items that are no longer in demand for one reason or another. Technological advances of digital photography over the past few years has changed the demand for conventional photographic equipment and supplies. This new contract addresses these changes by consolidating the contract to obtain prices for the most widely used items based on past history and anticipated usage. This contract, however, does not include digital cameras

There are 9 pages as a separate attachment to this RFP titled "**Exclusive State of New Jersey Limited Award Price Schedule**". These Price Schedules are what will be evaluated to determine what bidder's will be awarded contracts. Certain price submissions on these price schedules will be awarded if it is deemed to be in the best interest of the State of New Jersey. These secondary submissions are further clarified on the "Price Schedules". A hard copy of these Price Schedules must be included with the bid. Bidder's should also supply prices electronically on a CD or floppy disk. The Price Schedules are supplied as writable PDF. The Price schedules are titled as follows:

- ❖ **PRICE SCHEDULE 1: PHOTOGRAPHIC FILM-DELIVERED**
Section A is evaluated for award and Line 7 and 8 items are secondary awards
- ❖ **PRICE SCHEDULE 2: FILM DEVELOPING-DELIVERED**
Section A is evaluated for award and line 15 and 16 items are secondary awards
- ❖ **PRICE SCHEDULE 3: POLAROID CAMERAS AND FILM-DELIVERED**
Line 17, 18 and 19 will be evaluated for award
- ❖ **PRICE SCHEDULE 4: 35MM CAMERA'S AND ACCESSORIES-DELIVERED**
Line 20 and 21 will be evaluated for award and Line 22 items will be secondary awards
- ❖ **PRICE SCHEDULE 5: DARKROOM SUPPLIES AND ACCESSORIES**
Comparable items will be awarded for each item bid to the two low bidders per region

This contract does not include digital cameras and related items.

Past experience has shown that the items most often purchased under this contract are:

- ❖ **Polaroid Camera's**
- ❖ **Polaroid Film**
- ❖ **Film and Papers**
- ❖ **Darkroom Chemicals, Equipment and Supplies**
- ❖ **Film Processing**

Below is a summation of the commodities and services covered under this contract. However, bidders should see the supplied price schedules for all the items covered herein.

Bidders can only submit prices for one brand per Price Schedule. If a bidder wants to bid on multiple brands they must submit a separate Price Schedule for each brand. The Price Schedules may be duplicated for multiple brand submissions. Awards will be based on brands. For example, there may be two low bidders bidding on Kodak film and there may also be two low bidders bidding on Fuji film. 4 contracts could ultimately be awarded; two for Kodak film and two for Fuji film.

3.1.1 VARIOUS BRANDS OF FILM, PAPER AND SUPPLIES

See Price Schedule 1. Provide a separate price schedule sheet for each brand bid.

3.1.2 FILM DEVELOPING

See Price Schedule 2..

Normal processing shall be completed and returned to the ordering agency within forty-eight (48) hours of receipt of film by the contractor. Any additional or special processing shall be completed and returned to the ordering agency within seventy-two (72) hours of receipt by contractor.

3.1.3 POLAROID CAMERA'S AND FILM

See Price Schedule 3.

http://shopus.polaroid.com/shop/public/products/details/dsp_product_details.cfm?product=642954

http://shopus.polaroid.com/shop/public/products/details/dsp_product_details.cfm?product=642955

Past history of expenditure reports show the most frequently purchased item on this contract is Polaroid film. Expenditures for Polaroid film amount to over 80% of this contract.

Awards will be based on a percentage off of the Polaroid price list supplied as a PDF. This price list will be held for one year from the date of the price list. After one year a new price list will be supplied to contractors and the same percentage off will hold for this new price list. This new price list will be good for another year. At the conclusion of two years, if there are any extensions, a new price list will be supplied.

Contracts will be awarded to those responsible bidders offering the greatest discount off the above referenced price list. In the event of a tie, contracts will be awarded to all first and second low bidders.

3.1.4 35 MM CAMERA'S AND ACCESSORIES

See Price Schedule 4.

3.1.5 DARKROOM CHEMICALS, EQUIPMENT AND SUPPLIES

See Price Schedule 5.

Darkroom chemicals, equipment and supplies may be awarded to bidders who only bid on these items and not the items above. Bidder's for darkroom supplies should either submit prices on Price Schedule 7 supplied or supply an exclusive "**State of New Jersey Price Schedule**" on company letterhead of various darkroom chemicals, equipment and supplies. These price submissions shall be limited to 35 items.

Bidders should provide prices for items they feel are the most commonly used in the "Darkroom Environment". Detailed descriptions and brand names must be included. Prices will be compared for like items and contracts will be awarded for each individual item.

The Purchase Bureau will evaluate price list submissions to determine if they should become a part of the final contract. The Purchase Bureau may compare submissions to other State contracts, Federal GSA contracts, industry standards or any combination thereof. *PRICE LIST SUBMISSIONS DEEMED AS NOT IN THE BEST INTEREST OF THE STATE OF NEW JERSEY MAY BE ELIMINATED AS A PART OF THIS CONTRACT.*

3.2 REGIONAL VENDOR DESIGNATION

Two (2) contracts will be awarded per region per price schedule: North, Central, or Southern. Contractors can opt to service any region. They must service the region in which their principal place of business is located and may also service other regions. Bidders must place a check next to the region(s) they wish to service: North, Central, or Southern on the "Regional Vendor Designation Form" provided as a separate attachment.

Awards will be based on the best overall price submitted.

The Regional Vendor Designation chart is attached as a bid specific form to this RFP.

3.3 DELIVERY REQUIREMENTS

3.3.1 DELIVERY TIME FOR STOCK AND NON-STOCK ITEMS

If deliveries cannot be made within the stated time after receipt of the order, the Using Agency shall be advised immediately to permit purchase from another source. There will be no back ordering, except upon specific approval of the Using Agency.

Delivery time for non-stock items: Unless otherwise indicated, all non-stock items are to be delivered within 10 days.

Bidder's must be able to make delivery to all regions of the State for which they are bidding.

Brands delivered must be strictly in accordance with those bid upon.

3.3.2 PACKING AND SHIPPING

Packaging for shipment shall be such as to protect the product adequately to insure safe shipment.

Shipping cases shall be marked to show the name of the supplier, the name and address of the receiving Agency and the State purchase order number.

4.4.1.8 SET-ASIDE CONTRACTS

This is a Set-Aside Contract for **Category I, II, or III Small Businesses**. The bidder should provide, with its bid proposal, evidence of current and valid registration as a small business from the New Jersey Commerce & Economic Growth Commission (Commerce). In the alternative, evidence that the bidder has registered with Commerce, as a small business, must be received on the date the bid proposal is received and opened.

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

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 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38099.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the NJ Standard Terms and Conditions, and any Addendum to this RFP, the Addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any Addendum to this RFP, and the bidder's bid proposal, the RFP and/or the Addendum shall govern.

5.2 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 Manager name, department, division, agency, address, telephone number, fax phone number, and email address.

5.2.1 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.

5.2.2 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 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; the Project Performance Assessment Form shall be submitted annually for multi-year contracts and at their completion. For contracts of one (1) year or less, the Project Performance Assessment Form shall be submitted within six (6) months of signing and at project completion.
- 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.

5.2.3 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.

5.4 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/06x38099.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 (2) one-year periods, by the mutual written consent of the contractor and the Director. **Purchase orders may be**

placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than 45 days after contract expiration.

5.5 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 sixty days beyond the expiration date of the contract.

5.6 AVAILABILITY OF FUNDS

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

5.7 CONTRACT AMENDMENT

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

5.8 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, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38099.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

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.

5.9 PROCEDURAL REQUIREMENTS AND AMENDMENTS

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

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

5.9.3 The State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

5.10 ITEMS ORDERED AND DELIVERED

The **Using Agencies** are authorized to order and **the contractors** are authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agency Agencies reveals that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director in the termination of the contract or in the award of any subsequent contract. The Director may take such steps as are necessary to have the items returned by the Agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

The contract involves items 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.

5.11 REMEDIES FOR NON-PERFORMANCE

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. In this event, the Director may authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

5.12 MANUFACTURING/PACKAGING REQUIREMENTS

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

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

5.13.3 All products are to be packaged in sizes as specified in this RFP and shall be packaged in such a manner as to insure delivery in first class condition and properly marked for identification. All shipments must be comprised of original cartons associated with the commercial industry represented by the actual product contained within each carton. Deliveries containing re-used, re-labeled, re-worked or alternate cartons are subject to rejection by the Using Agency at the contractor's expense.

5.13 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.

5.14 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.

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work.

The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

5.15 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

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

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

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

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

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

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

5.16 FORM OF COMPENSATION AND PAYMENT

This Section supplements Section 4.5 of the New Jersey Standard Terms and Conditions located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38099.shtml>. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

In addition, primary contractors must provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business subcontractor(s). This breakdown shall be sent to the Purchase Bureau Business Unit, Set-Aside Coordinator.

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

5.16.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD

The State of New Jersey now offers State contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card, however, is optional.

P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions using the p-card will usually result in payment to a contractor in three days.

A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the MasterCard. Additional information can be obtained from banks or merchant service companies.

6.5 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 so to do.