

STATE OF NEW HAMPSHIRE
Dept. of Administrative Services
Div. of Procurement and Support Services
Bureau of Purchase and Property
State House Annex
Concord, New Hampshire 03301

DATE: March 11, 2016

NOTICE OF CONTRACT - REVISION
(Updated Contract)

COMMODITY: PAPER : CLASP ENVELOPES

CONTRACT NO.: 8001859

NIGP: 645-3900

VENDOR: Comade, Inc. **VENDOR # :** 175358 P001
1920 E. Warner Ave, #3N
Santa Ana, CA 92705

CONTACT PERSON(S): George Dobilas
Tel. No.: 714-389-9600 or 888-923-9922
Fax No.: 714-389-9696
E-Mail: gdobilas@comade.com

EFFECTIVE FROM: September 1, 2015 **Through:** August 31, 2017

PAYMENT TERMS: Procurement Card will be used at time of purchase.

PRODUCTS & PRICES: Section 1V: Clasp Envelopes (see pricing below)

DELIVERY TIME: The Contractor shall be required to accomplish delivery of any item ordered under the contract within five (5) business days from the placement of the order. Deliveries may not occur prior to 8:15 AM without prior approval of the receiving Agency.

F.O.B.: Destination

ORDERING: State agencies will place their orders by electronic order entry, by e-mail, by FAX, or they may establish a standard delivery order. Eligible participants will utilize their own individually established ordering procedures.

MINIMUM ORDERS: Contract users must order a minimum of 10 cases at a time. Users may order 10 cases of the same item or any mix of items totaling 10 cases. For orders less than 10 cases in total, the statewide contract for Office Supplies may be used.

INVOICING & PAYMENTS: Invoicing shall be done to the Agency Remit Account on the basis of each order completed. Invoices shall clearly indicate the quantity, description, packaging, date delivered, and contract price. Invoicing for eligible participants will be in accordance with their individual requirements.

Contractor may submit a monthly itemized statement with corresponding invoices rather than individual invoices.

QUESTIONS: Matt Johnson at Matthew.Johnson@NH.Gov or call 603-271-3146

ELIGIBLE PARTICIPANTS:

Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the Contractor. The State of New Hampshire assumes no liability between the Contractor and any of these entities.

PRODUCT SUBSTITUTION:

There can be no change in the items offered in this bid during the term of contract without the prior approval of Bureau of Purchase and Property. If at any time during the contract period, an item supplied within this category should become no longer available; a request for substitution with supporting specifications for the new item shall be submitted to the Bureau of Purchase and Property and must be approved prior to sale of that item to any agency. An approved equal or better item must be offered and supplied at the same net price offered for the original item. The State may request a sample of the new item for evaluation purposes prior to approving any substitution.

PRODUCT DISCONTINUATION:

If awarded a contract, the Contractor must notify the State if when a "standard" item is discontinued. If an item is discontinued, the Contractor must provide to the Bureau of Purchase and Property for approval, a suggested replacement item with item number and description. The replacement item must be offered at the same or better level of discount/mark-up pricing structure as was offered for the original item in this bid.

ESTABLISHMENT OF ACCOUNTS:

Each State of New Hampshire agency must have its own individual customer account number. There will be instances where sub-sections of an agency will need their own individual customer account number. Should any State of New Hampshire agency place an order under the contract, the Contractor agrees to establish an account within three business days from the date the order is placed. However, there must be no delay in any shipment; the agency must receive the items ordered in accordance with the delivery time required under the "Delivery Time" section of this bid invitation, as if an account already exists for them.

BACK ORDER:

Contractor will be required to notify agencies within 24 hours if items on order are unavailable in the stated time frame and must provide an anticipated delivery date. Exceptions may be made for special orders and back orders. Contractor must inform the agency of the availability date of non-filled and partial orders within 48 hours after receipt of an order.

OUT OF STOCK ITEMS:

If a commonly stocked inventory item is out of stock, the Contractor are required to make every effort to supply the ordered item within the original delivery time frame. This effort would include checking other distribution branches or the factory (if applicable) for the requested product to expedite availability and delivery. If such arrangements cannot be made, the Contractor shall make every effort to have the item delivered within 7 days from original request or order.

The ordering agency may purchase items from another source (for items offered under contract) if the Contractor is stocked out at time of order.

All ordering agencies are allowed to cancel any item on back order status without penalties or fees by giving notice to the Contractor.

It will be the responsibility of the Contractor to contact the ordering agency as soon as possible when the back ordered or "special order product" has been received and is available for delivery.

RETURNED GOODS:

The Contractor must resolve all order and invoice discrepancies within five (5) business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. must be picked up by the successful Vendor within ten (10) business days of notification with no restocking or freight charges, and must be replaced with specified products or the agency will be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed.

Standard stock products ordered in error by the State of New Hampshire must be returned for full credit within fifteen (15) business days of receipt. Products must be in re-saleable condition (original container, unused) and there will be no restocking fee charged for these products. The using agency will be responsible for any freight charges to return these items to the successful Vendor.

SPECIFICATION COMPLIANCE:

Contractor must meet or exceed the required specifications as written. The State of New Hampshire shall be the sole determining factor of what meets or exceeds the required specifications.

The Contractor will notify the Bureau of Purchase and Property any time an item in this bid becomes unavailable or the percentage of post-consumer waste is reduced, see POST CONSUMER WASTE CONTENT below. Any new or replacement items added to this contract shall be priced using the same discount/mark-up pricing structure as submitted in this bid.

Swatch Books:

Swatch books shall be provided by the Contractor upon request by any end-user agency. As swatch books are updated and stocks change the Contractor shall automatically send updated books.

Brightness Factor:

The brightness factor for any white paper in this contract shall be no less than 92%, except where noted otherwise in the section tables.

Product Listing:

Prior to the commencement of contract activities, the Contractor must, upon notification, provide to the purchasing agent an Excel file listing all papers offered under their contract. This listing must contain the following information: Stock Ordering Code, Manufacturer, Product Brand Name, Size, Color, Finish and Contract Pricing. For purposes of web ordering the Contractor may also set up a "favorite" list for regular users in their online catalog including all the contract items and the contract pricing; however, the favorite list shall not be taken as a substitute for the Excel product listing.

Pricing:

Product pricing will be provided in both carton price and per thousand (/m) sheet. Carbonless products shall be priced as per thousand (/M) sets.

Packing Slips:

All packing slips must include product pricing.

POST CONSUMER WASTE CONTENT:

For many items, there is a required percentage of Post-Consumer Waste Content, hereafter abbreviated as "pc waste". The indicated percentage is a minimum and should not be taken to exclude papers with a higher level of pc waste. If during the term of any contract, it becomes impossible or impractical to provide product at the specified post-consumer waste content percentage, the Contractor will request to substitute an alternatively constituted product in writing, subject to the State's approval.

BALANCE OF PRODUCT LINE ITEMS

The clasp envelope items covered are most commonly purchased by State of New Hampshire agencies. During the term of contract, the state can purchase other items in relation to the above from the Contractor's Balance of Product Line. All items ordered will include all shipping/charges as specified below.

Additional clasp envelopes and other items sizes, weights and colors may be required by an agency or agencies during the term of this contract. Agencies will contact the Contractor directly for pricing on any additional items.

SECTION IV CLASP ENVELOPES				
DESCRIPTION	MANUFACTURER /BRAND	SHEETS/CASE	UNIT OF MEASURE	PRICE PER/M
Clasp Envelopes, 28# Manila or Brown Kraft/ Jute; Gummed Flap w/ clasp; Boxed 100; 30% pc waste requirement waived				
6 x 9 *	ALL QUALITY PARK 90955	500	M	\$48.00
6.5 x 9.5 *	QP 37863	500	M	\$60.00
7.5 x 10.5 *	QP 37875	500	M	\$70.00
9 x 12 *	QP 90990	500	M	\$62.50
9.5 x 12.5 *	QP 37893	500	M	\$80.00
10 x 13 *	QP 90997	500	M	\$72.60
12 x 15.5 *	QP 90910	500	M	\$102.10