



CONTRACT DATA SHEET

Monroe County Division of Purchasing
200 County Office Building, Rochester NY 14614

TITLE: OFFICE SUPPLIES

CONTRACT #: BP216-09

CONTRACT DATES: 04/01/09 - 12/31/14

BUYER: WALTER B. LARAUS
PHONE: 585/753-1121
FAX: 585/753-1104

VENDOR(S): STAPLES BUSINESS ADVANTAGE INC.
50 METHODIST HILL DR., SUITE 1300
ROCHESTER, NY 14623
PHONE: 800-724-1480
FAX: 585/334-7075

TERMS AND CONDITIONS

- BID ITEM:** OFFICE SUPPLIES
- FOR:** PURCHASING AND CENTRAL SERVICES
- DUPLICATE COPIES:** PLEASE SUBMIT YOUR BID IN DUPLICATE; THE ORIGINAL AND ONE (1) COPY.
- BID INFORMATION:** At the time of bid, the bidder shall supply detailed specifications covering the item(s) contained herein and shall clearly indicate any areas in which item or items offered do not fully comply with the specifications contained herein.
- SUBMITTAL OF FORMAL PROPOSAL:** Bid proposal must be legible and submitted in the original form, bearing an original signature. **COPIES AND FACSIMILES ARE NOT ACCEPTABLE.**
- All bidders must submit proof that they have obtained the required **Workers' Compensation** and **disability benefits** coverage or proof that they are exempt.
- SPECIFICATION ALTERATIONS:** Specifications will be construed to be complete and be considered the entire description of the goods or services upon which Monroe County is now seeking bids. **Only formal written addenda can materially alter this set of specifications.** No verbal statement made by a Monroe County employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.
- QUANTITIES:** The quantities listed on are the estimated annual requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term. **Estimates are based upon actual annual usage for 2008 by County departments only.**
- QUALIFIED BIDDER:** Each bidder must be prepared to present satisfactory proof of its capacity and ability to perform this contract. Such proof may include, but is not limited to, an inspection of the bidder's facilities and equipment, financial statements, references and performance of similar contracts. **The Purchasing Manager reserves the right to reject any bid where the bidder cannot satisfy the County as to its ability to perform.** Monroe County reserves the right to reject any and all bids if the Monroe County Purchasing Manager deems said action to be in the best interests of Monroe County.
- METHOD OF AWARD:** Monroe County intends to award the bid to the lowest responsive and responsible bidder, based on the **TOTAL**. Bidder must bid on all items to be considered. **The County reserves the right to reject any and all bids** if the Purchasing Manager deems said action to be in the best interest of the County.
- CONTRACT TERM:** Contract will start with the date of the contract award and run through **March 31, 2010**, with the option to renew the contract up to four (4) additional twelve (12) month periods with the mutual consent of both parties.

MINIMUM ORDER:

No minimum order is specified for this contract. Agencies must be able to order as needed. **Political subdivisions and others authorized by law may participate in this contract.**

**PURCHASE ORDER
ISSUANCE:**

Delivery of services may be directed by the receipt of a Purchase Order only. **Items that are not part of this bid will not be paid for by Monroe County.** As to all purchase orders issued by Monroe County, exceptions may only be authorized, in writing, by the Purchasing Manager or her authorized agent prior to delivery.

**BILLING
PROCEDURE:**

All invoices for items sold any authorized agency as a result of this contract must be billed in the following manner: Purchase Order #, Quantity, Description of Item Purchased, BP#, Item #, Extension and Total. **ALL INVOICES MUST BE MARKED WITH THE PURCHASE ORDER NUMBER. INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED FOR PAYMENT.**

**UNCONTEMPLATED
PURCHASES:**

Monroe County reserves the right to request separate bids for such quantities of items on this contract that may be best procured via separate public bid offering and to otherwise act in furthering its own best interests.

SUBCONTRACT:

The Contractor shall not subcontract any work without first obtaining the written consent of the Monroe County Purchasing Manager.

RELATED ITEMS:

The County reserves the right to add miscellaneous related items to this contract during the contract term upon agreement by both parties as to the price. Approval must be given in writing by the Purchasing Manager or her Designee.

**REPORT OF
PURCHASE:**

The Contractor must, upon request, provide the County Purchasing Manager with detailed information showing how much of each item was delivered, to any and all agencies under this contract. This includes deliveries to not only the County but any other municipality or agency which orders from this contract.

OTHER AGENCIES:

The Contractor(s) must honor the prices, terms and conditions of this contract with political subdivisions, school districts, fire districts or other district or public authority located entirely or partly within Monroe County. Usage of this contract by any of these other political subdivisions or agencies or corporations will have to be coordinated between that subdivision or agency or corporations and the contractor. Orders placed against this contract between any subdivision or agency or corporation will be contracts solely between the Contractor(s) and those entities. Monroe County will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor(s) and any third party.

INDEMNIFICATION:

The Contractor agrees to defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, arising from any act, omission or negligence of the Contractor, its agents and employees or arising from any breach or default by the Contractor under this Agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

SPECIFICATIONS

GENERAL DESCRIPTION:

This is a systems contract for office supplies for Monroe County. Prices are requested in three categories. First, high volume, general use items must be bid on an item-by-item basis. These items must be maintained by the Contractor as stock items. Second, for other office supplies listed in the Stock catalog, a discount must be provided. Third, items in the United Catalog. A discount from the catalog list price is to be provided.

QUANTITIES:

Quantities shown on the Unit Price Sheets reflect estimated annual purchases of those stock items shown by Monroe County based upon the previous contract. Quantities of other catalog items are not available. However, for purposes of this bid, it is assumed that catalog purchases will be \$50,000 per year. Monroe County has purchased approximately \$500,000 per year from this contract; however, there can be no guarantees as to the actual quantities to be ordered from this contract, which may be substantially more or less than the amounts shown. Bidders should note that substantial additional business may be generated due to orders from other municipalities, school districts and agencies. Unit prices will be extended for the actual quantities ordered.

OTHER CONTRACTS:

The County reserves the right to purchase items covered by this contract from other contracts, should doing so result in substantial savings. The County further reserves the right to seek separate bids for items covered by this contract where separate bids may result in more favorable pricing to the County because of quantities, market factors or other reasons.

PRODUCTS SUPPLIED:

The items specified as stock items and items covered in the United catalog, are readily available in the marketplace. Therefore, in order to insure consistency of quality, no substitutions will be permitted. Items specified by manufacturer number must be provided.

In addition, during the term of the contract, the County reserves the right to delete items or add comparable items to the stock items list, at prices to be negotiated with the Contractor.

BIDDER'S QUALIFICATIONS:

In order to be considered responsive, a bidder must demonstrate, to the satisfaction of the County, that the bidder is capable immediately upon award of contract of meeting the terms and conditions of this contract. By submitting a bid, a bidder acknowledges and accepts the right of the County, at its sole discretion, to apply whatever criteria it deems to be reasonable in determining whether or not a bidder has demonstrated its capability of meeting the terms and conditions of this contract.

The capable bidder must be able to demonstrate the experience, financial stability, personnel, stock, plant capacity and systems requirements to perform this contract. Major criteria to be considered in evaluating these factors are:

1. Demonstration of stocking, warehousing and ordering capability. Sufficient stock on hand to handle routine quantities of orders.
2. Demonstration of order taking and tracking capability. The bidder must have a system in place to efficiently and correctly handle multiple large orders from over 100 separate accounts within the County itself. Systems such as laundry blanket order release forms are important. Other technological capabilities (i.e. EDI, product information on the Internet, etc.) are preferred.
3. Demonstration of delivery capability, (i.e. ability to provide over-the-counter service, if needed and ability to provide separate delivery to each separate account within the County within the time frames specified.)

4. Demonstration of billing systems to insure smooth, correct and efficient billing to as many separate accounts as are established. Bidders should be aware that it is their responsibility to honor the terms of County blanket orders.
5. Designated internal customer service team with designated telephone and fax numbers.

A bidder must supply, within three (3) days of request, any information requested by the County as part of its review of qualifications. The County further reserves the right to conduct site visits and inspect plant and inventory. Since purchases will be on an individual and as-needed basis, the bidder's principal facilities must be located within Monroe County for easy access by the County.

PACKING:

All merchandise shall be shipped in sealed packages or cartons to avoid breakage or damage in shipment as well as pilferage. The County will require that packages or cartons be made of recycled material as available. Each package shall be clearly marked to identify ordering department, purchase order number and location where delivery is to be made. Items will be routinely supplied in standard lots (i.e. the standard packaged quantity). However, the County reserves the right to order odd lots, i.e. other than standard packaged quantity, at the regular contract prices (pro-rated if necessary).

WARRANTY:

All defective or damaged items are to be picked up and replaced by the Contractor, within the original delivery time, without additional charge. All standard and available manufacturer or dealer warranties and guarantees shall apply to any item delivered.

OTHER AGENCIES:

The successful bidder must honor the prices, terms and conditions of this public bid with any **political subdivisions, school districts, fire districts or other district or public authority located entirely or partly within Monroe County**. Usage of this public bid by any of these other political subdivisions or agencies or corporations will have to be coordinated between that subdivision or agency and the successful bidder. Orders placed against this public bid between any subdivision or agency will be a contract solely between the successful bidder and those entities.

Monroe County **will not** be responsible for, nor will it have any liability or other obligation for, such a contract between the successful bidder and any third party.

PURCHASE ORDERS:

Each ordering agency will issue a purchase order for items on this contract. No items are to be delivered without a valid purchase order. No substitutions may be made. Items which are not covered by this contract may not be delivered and will not be paid for.

Some agencies, including Monroe County, may issue "blanket orders" which will authorize the Contractor to release commodities on this contract upon verbal request of the ordering department. However, the Contractor may not: 1) deliver any item not covered by this contract, 2) fill an order which exceeds the remaining unexpended balance of the blanket order. The Contractor is solely liable for delivery of any item or order in violation of these terms.

PRICE CHANGES:

The Contractor may request price changes for any items no more frequently than once every (180) days. The County may also request price reductions each time the Contractor requests price changes, should market conditions warrant. Price changes shall only be implemented upon the mutual agreement by both parties. Monroe County expects its vendors to continuously institute productivity improvements and suggest other ways to keep the County's costs as low as possible and offer increased quantity discounts as warranted. The County reserves the right, in its sole discretion, to terminate this contract at any time that a price change request is made which is unacceptable to the County.

CATALOG REQUIREMENTS:

Vendor must supply a four-color in-stock catalog representing a minimum of 7,000 general line office supply items.

EXCEPTIONS/ EXCLUSIONS:

Vendor must clearly indicate with a symbol next to the part number in the stock catalog any/all items that would not be included in general discount off list on Category B.

CATALOGS TO BE PROVIDED:

At the start of the contract, the Contractor must provide as many stock and United catalogs as required to each agency or department, upon request, at no charge.

DELIVERY TIME:

Delivery of all items listed in the Unit Price sheets (stock items) shall be within one (1) day A.R.O. Vendor must deliver daily to departments throughout Monroe County. Delivery of items listed in the United catalog (catalog items) shall be within two (2) calendar days A.R.O., unless the ordering agency is specifically notified at the time the order is placed that delivery will take longer than two (2) calendar days and when delivery can be expected. Should the Contractor notify the ordering agency that delivery will take longer than one (1) day, the County may place the order with some other vendor should the delay be unacceptable. Repeated instances of failure to deliver in one (1) calendar day may lead to termination of this contract. A monthly fill rate of 95% or better must be maintained. For each percentage under 95, the vendor must rebate the County the percentage difference between 95 and the actual percent they achieve on a monthly basis.

DELIVERY COSTS:

Delivery of all items shall be F.O.B. destination. Delivery costs must be built into the unit prices charged. Delivery may be to any Monroe County location and directly to any ordering office in a location. The successful bidder must have a package tracking system in order to track deliveries.

There shall be no minimum order size requirement. However, for individual orders to one ordering agency, if the total order is less than thirty (\$30.00) dollars, a five (\$5.00) dollar delivery fee may be added. Each such fee must clearly be shown on the invoice. The five (\$5.00) dollar delivery fee may not be added for delivery of a back ordered item. Prior to delivery, ordering department must be notified that their order does not meet minimum dollar requirement.

OVER-THE-COUNTER SERVICE:

The Contractor shall provide over-the-counter service to any agency, which desires to obtain stock items immediately. The price to be charged shall be the unit price in the contract and charged against their blanket purchase order.

MAXIMUM PRICE:

The Contractor must not accept any order for, or deliver, any order where the list prices, as shown in the catalog, for the individual item itself or the unit cost (i.e. package, case, etc.) exceeds two hundred (\$200.00) dollars, unless such order is placed on a separate and distinct written purchase order. Any order for an individual item, which exceeds \$200.00, which the Contractor accepts from a blanket order, will not be paid by the County.

**CATALOG
ITEMS/SECTIONS
DELETED:**

The County reserves the right to delete certain sections from the stock and United Catalog from this contract. This will be done in order to provide control over County expenditures or to avoid conflicts with other County contracts.

**SYSTEM
ENHANCEMENTS:**

The County reserves the right, during the contract, to negotiate lower prices if system enhancements such as electronic ordering or complete E.D.I. are implemented between the County and the Contractor.

RETURNS:

Vendor must have in place a pre-authorized easy, express return program enabling each department to return product directly to vendor via vendor's company owned truck when necessary and being credited properly to individual department having to call vendor for an R/A number or permission to return goods is unacceptable.

ENCUMBRANCE:

County will issue blanket orders to each individual department within the County. Vendor is responsible, on an ongoing basis, to track purchases of each order to assure departments do not exceed blanket order dollar amount. County will not be responsible for any purchases exceeding blanket order amount.

MINORITY BUSINESS:

Vendor must be able to generate an M/WBE dollar volume on a monthly basis and proactively utilize M/WBE suppliers.

**BEST PRICE
POINTING SYSTEM:**

Vendor's systems must have the ability to accept United Stationer's part numbers and point them to stock items. Vendor's lower pricing program would apply, not United's.

**METHOD ORDERING
ABILITY:**

Internet, fax or assisted designated team telephone orders will be available to ordering personnel. If Internet ordering is available, state if it is at a discounted price. Offer Internet return authorization.

UNIT PRICE SHEET

Discount from Stock Catalog: 64%

Discount from United Catalog: 35%

MONROE COUNTY PURCHASING
Vendor Performance Survey

Contract Title:

Contract Number:

Vendor:

Please rank the vendor performing the contract specified on a scale from "1" to "10" with "1" being poor, "5" average and "10" excellent. Please include any additional comments or suggestions in the space provided below. Monroe County Purchasing appreciates your input.

	Poor				Average					Excellent
	1	2	3	4	5	6	7	8	9	10
Item(s) supplied met specifications										
Product provided value (taking into account price, quality, etc.)										
Timeliness of delivery										
Completeness and accuracy of order										
Ability to contact representatives of vendor when needed? (If unavailable was call back prompt?)										
Invoices received promptly and accurately										
Recommendations received from the vendor (i.e. product information, cost saving strategies, ideas for better use of resources, etc.)										

Survey Completed by:

Name:

Title:

Agency:

Telephone: _____ **Fax:**

E-mail:

Please submit this survey to Monroe County Purchasing.