



# Request for Proposal # 07-X-38065

## For: Fuel Oil, Heating --- T-0077

Event	Date	Time
<b>Bidder's Electronic Question Due Date</b> (Refer to <a href="#">RFP Section 1.3.1</a> for more information.)	August 17, 2006	4:30 PM
<b>Mandatory Pre-bid Conference</b> (Refer to <a href="#">RFP Section 1.3.3</a> for important details about the new electronic bid option.)	August 15, 2006	10:00 AM
<b>Bid Submission Due Date</b> (Refer to <a href="#">RFP Section 1.3.2</a> for more information.)	September 12, 2006	2:00 PM

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

<p><b>Small Business Set-Aside</b> (Refer to <a href="#">RFP Section 4.4.2.2</a> for more information.)</p>	<p><b>Status</b></p> <p><input checked="" type="checkbox"/> Not Applicable</p> <p><input type="checkbox"/> Entire Contract</p> <p><input type="checkbox"/> Partial Contract</p> <p><input type="checkbox"/> Subcontracting Only</p>	<p><b>Category</b></p> <p><input type="checkbox"/> I</p> <p><input type="checkbox"/> II</p> <p><input type="checkbox"/> III</p>
---	---	---

RFP Issued By

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

State of New Jersey  
Cooperative Purchasing Members

Date: July 19, 2006

# Table of Contents

<b>1.0 INFORMATION FOR BIDDERS</b> .....	<b>4</b>
1.1 PURPOSE AND INTENT .....	4
1.2 BACKGROUND.....	4
1.2.1 NOTICE OF AWARD FOR CURRENT CONTRACT .....	4
1.2.2 SIGNIFICANT CHANGES FROM PREVIOUS RFP FOR T- 0077 .....	4
1.3 KEY EVENTS.....	5
1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD .....	5
1.3.2 SUBMISSION OF BID PROPOSAL .....	5
1.4 ADDITIONAL INFORMATION.....	6
1.4.1 ADDENDA: REVISIONS TO THIS RFP.....	6
1.4.2 BIDDER RESPONSIBILITY .....	6
1.4.3 COST LIABILITY .....	6
1.4.4 CONTENTS OF BID PROPOSAL.....	6
1.4.5 PRICE ALTERATION.....	7
1.4.6 JOINT VENTURE .....	7
<b>2.0 DEFINITIONS</b> .....	<b>8</b>
2.1 GENERAL DEFINITIONS.....	8
2.2 CONTRACT SPECIFIC DEFINITIONS .....	8
<b>3.0 COMMODITY DESCRIPTION/SCOPE OF WORK</b> .....	<b>9</b>
3.1 GENERAL .....	9
3.2 FUEL OIL, HEATING SPECIFICATIONS.....	9
3.3 QUANTITIES.....	9
3.4 DELIVERY.....	10
3.4.1 ORDINARY DELIVERY.....	10
3.4.2 EMERGENCY DELIVERY .....	10
3.4.3 FOB DESTINATION.....	10
3.4.4 HOURS OF DELIVERY.....	10
3.4.5 DELIVERY SCHEDULING / FUEL DISPENSING AND SPILL PREVENTION.....	10
REQUIREMENTS .....	10
3.4.6 DELIVERY SUBCONTRACTORS .....	10
3.5 INSPECTION AND ACCEPTANCE OF DELIVERY.....	10
3.5.1 INSPECTION AND TEST CERTIFIATION SEALS .....	10
3.5.2 MEASURING DEVICES CHECKS.....	10
3.5.3 TEST SAMPLING.....	11
3.5.4 PRODUCT PERFORMANCE.....	11
3.6 CRITERIA FOR QUALIFICATION.....	11
3.7 DATA CONTAINED IN THIS BID SOLICITATION .....	12
3.8 ADDITIONAL LOCATIONS .....	13
3.9 DISPENSING OF FUEL AND SPILL PREVENTION REQUIREMENTS.....	13
3.10 OTHER SERVICES.....	15
3.11 USE OF SUBCONTRACTORS FOR DELIVERY AND/OR OTHER SERVICES .....	15
<b>4.0 BID PROPOSAL PREPARATION AND SUBMISSION</b> .....	<b>16</b>
4.1 GENERAL .....	16
4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION.....	16
4.3 NUMBER OF BID PROPOSAL COPIES.....	16
4.4 BID PROPOSAL CONTENT .....	16
4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL .....	16
4.4.1.1 SIGNATORY PAGE.....	16
4.4.1.2 OWNERSHIP DISCLOSURE FORM.....	16
4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER .....	17
4.4.2 PROOF OF REGISTRATIONS THAT MUST BE SUBMITTED WITH THE BID PROPOSAL.....	17
4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE .....	17

4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.....	17
4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION .....	17
4.4.3.2 AFFIRMATIVE ACTION.....	17
4.4.4 SUBMITTALS.....	18
4.4.4.1 BIDDER EXPERIENCE - DATA SHEETS .....	18
4.4.4.2 BIDDER DATA SPECIFIC TO FUEL PROCUREMENTS.....	18
4.4.3 FINANCIAL CAPABILITY OF THE BIDDER.....	18
4.4.4 SUBCONTRACTOR(S).....	18
4.4.5 PRICING .....	19
4.4.6 METHOD OF BIDDING OR PRICE SHEETING INSTRUCTION .....	19
4.4.6.1 BID PRICES QUOTED (UPCHARGE/DOWNCHARGE).....	19
4.4.6.2 SAMPLE LINE ITEM.....	20
4.4.6.3 "JOURNAL OF COMMERCE - OIL PRICE DAILY POSTING" (COST OF FUEL OIL, HEATING) .....	20
4.4.6.4 FUEL PRICE POSTING ON PURCHASE BUREAU'S INTERNET WEBSITE .....	21
4.4.6.5 HOW TO DETERMINE THE PRICE PER DELIVERED GALLON OF FUEL .....	21
4.4.6.6 PURCHASE ORDER EXAMPLE .....	21
4.4.6.7 OTHER PRICE ITEMS.....	23
4.4.7 SPECIAL PRICING DUE TO UNSTABLE MARKET CONDITIONS.....	23
<b>5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS.....</b>	<b>24</b>
5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS.....	24
5.2 CONTRACT TERM AND EXTENSION OPTION .....	24
5.3 CONTRACT TRANSITION.....	24
5.4 CONTRACT AMENDMENT .....	24
5.5 CONTRACTOR'S WARRANTY .....	24
5.6 ITEMS ORDERED AND DELIVERED.....	25
5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS.....	25
5.8 MANUFACTURING/PACKAGING REQUIREMENTS.....	25
5.9 CLAIMS .....	25
5.10 CONTRACT ACTIVITY REPORT .....	26
5.11 CONTRACTOR RESPONSIBILITIES .....	26
5.12 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S).....	26
5.13 PERFORMANCE BOND .....	27
<b>6.0 PROPOSAL EVALUATION .....</b>	<b>28</b>
6.1 CONTRACT EVALUATION.....	28
6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL.....	28
6.3 BID DISCREPANCIES .....	28
6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO).....	29
<b>7.0 CONTRACT AWARD.....</b>	<b>29</b>
7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD .....	29
7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134).....	29
7.1.1.1 DEFINITIONS .....	29
7.1.1.2 BREACH OF TERMS OF THE LEGISLATION.....	30
7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS.....	30
7.1.1.4 STATE TREASURER REVIEW .....	31
7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271.....	31
7.2 FINAL CONTRACT AWARD .....	31
7.3 INSURANCE CERTIFICATES .....	31
<b>8.0 CONTRACT ADMINISTRATION.....</b>	<b>31</b>
8.1 CONTRACT MANAGER .....	31
8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES.....	31
8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER .....	32

## **1.0 INFORMATION FOR BIDDERS**

### **1.1 PURPOSE AND INTENT**

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of STATE USING AGENCIES. The purpose of this RFP is to solicit bid proposals for Fuel Oil, Heating.

The intent of this RFP is 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. However, 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.

The NJ Standard Terms and Conditions version 01 20 06 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 them unless the RFP specifically indicates otherwise.

The State intends to extend the contract[s] 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.

### **1.2 BACKGROUND**

#### **1.2.1 NOTICE OF AWARD FOR CURRENT CONTRACT**

This is a reprocurement of the Fuel Oil #2 (Heating) term contract, presently due to expire on October 31, 2006. Bidders who are interested in the current contract specifications and pricing information may review the current contract #T-0077 at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

#### **1.2.2 SIGNIFICANT CHANGES FROM PREVIOUS RFP FOR T- 0077**

- When the Purchase Bureau started posting Requests for Proposals on the Internet there were changes in the format of the RFPs. This format change has also impacted the Scope of Work (SOW) for this RFP, which is now contained in Section 3 and various Exhibits as opposed to being in multiple sections in the previous RFP.
- Due to severe fluctuations in the price of fuel, and based upon requests for relief from vendors, it was determined that effective February 24, 2003, the price per gallon of fuel would be determined by the daily Journal of Commerce - Oil Price Daily posting, i.e., the price for the day of delivery, Monday through Friday, would be the price as posted in that day's Journal of Commerce - Oil Price Daily, Low End. Bills are to be calculated on a daily basis, as posted in the Journal of Commerce. (See RFP Section 4.4)

- Fuel Dispensing and Spill Prevention Requirements were added to the current contract in Addendum #43. These are incorporated into this RFP in Section 3.9 and Exhibit 3.
- The Purchase Bureau has phased out the Fuel Phone Hotline as the various fuel contracts are rebid. Prices will continue to be posted on the Purchase Bureau's Internet Website. No one responded to a notice posted on the Fuel Phone Hotline for most of 2005 requesting any user who did not have access to the Internet and relied on the phone hotline to obtain fuel prices, to contact Purchase Bureau. Therefore effective with this contract the fuel prices will be posted on the Internet only, not on the phone hotline.
- Although requested under past contracts, the requirement for submission of Contract Activity Reports was not enforced. Effective with this contract the Contractor(s) must provide a Contract Activity Report as per RFP Section 5.8, on a semi annual basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting from this Request for Proposal. This includes purchases made by all State Using Agencies including the State and political sub-divisions and cooperative purchasing partners including quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges. Failure to report this mandated information will be a factor in future award decisions.
  - **Note:** Although there is no change to the RFP: Research has been done on various fuel indexes (JOC-OPD, OPIS, Platt's, etc.). To date Purchase Bureau has not found conclusive proof that another index would provide sufficient advantage to justify a change and therefore, is continuing use of the Journal of Commerce – Oil Price Daily for this procurement.

### 1.3 KEY EVENTS

#### 1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Purchase Bureau will accept questions and inquiries from all potential bidders electronically via web form. To submit a question, please go to Current Bid Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>

Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Bidders are not to contact the Using Agency directly, in person, by telephone or by email, concerning this RFP.

The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Addenda to this RFP, if any, will be posted on the Purchase Bureau website after the cut-off date (see Section 1.4.1. of this RFP for further information.)

#### 1.3.2 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED. THE DATE AND TIME IS INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:**

**BID RECEIVING ROOM - 9TH FLOOR  
PURCHASE BUREAU  
DIVISION OF PURCHASE AND PROPERTY  
DEPARTMENT OF THE TREASURY  
33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NJ 08625-0230**

**Directions to the Purchase Bureau can be found at the following web address:**

<http://www.state.nj.us/treasury/purchase/directions.shtml>

**Note: Bidders using USPS Regular or Express mail services should allow additional time since USPS mail deliveries are not delivered directly to the Purchase Bureau.**

#### **1.4 ADDITIONAL INFORMATION**

##### **1.4.1 ADDENDA: REVISIONS TO THIS RFP**

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

**ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, SELECT THE BID NUMBER ON THE BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:**

<HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML>

**There are no designated dates for release of addenda. Therefore interested bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.**

**It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.**

##### **1.4.2 BIDDER RESPONSIBILITY**

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP.

##### **1.4.3 COST LIABILITY**

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

##### **1.4.4 CONTENTS OF BID PROPOSAL**

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder**

**either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.**

All bid proposals, with the exception of information determined by the State to be proprietary, are available for public inspection.

Interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

**1.4.5 PRICE ALTERATION**

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

**1.4.6 JOINT VENTURE**

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder, Affirmative Action Employee Information Report, MacBride Principles Certification, and Business Registration or Interim Registration must be supplied for each party to a joint venture.

## **2.0 DEFINITIONS**

### **2.1 GENERAL DEFINITIONS**

The following definitions will be part of any contract awarded or order placed as result of this RFP.

**Addendum** - Written clarification or revision to this RFP issued by the Purchase Bureau.

**Amendment** - A change in the scope of work to be performed by the contractor after contract award. An amendment is not effective until signed by the Director, Division of Purchase and Property or his/her designee.

**Bidder** – A vendor submitting a bid proposal in response to this RFP.

**Contract** - This RFP, any addendum to this RFP, the bidder's bid proposal submitted in response to this RFP and the Division's Notice of Acceptance.

**Contractor** - The contractor is the bidder awarded a contract.

**Director** - Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

**Division** - The Division of Purchase and Property.

**Joint Venture** – A business undertaking by two or more entities to share risk and responsibility for a specific project.

**May** - Denotes that which is permissible, but not mandatory.

**Request for Proposal (RFP)** - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of [the] Using Agency[ies], as identified herein.

**Shall or Must** - Denotes that which is a mandatory requirement.

**Should** - Denotes that which is recommended, but not mandatory.

**State** - State of New Jersey

**Using Agency[ies]**- The entity[ies] for which the Division has issued this RFP.

### **2.2 CONTRACT SPECIFIC DEFINITIONS**

**Upcharge/Downcharge** - An upcharge consists of all costs associated with the delivery of the fuel to the site, including but not limited to labor, profit, delivery charges, any taxes not covered in this RFP Section 4.4.5, etc. to be added to the fuel prices as calculated according to the methodology described in this RFP. A downcharge is the same except it is subtracted from the fuel prices as calculated according to the methodology described in this RFP.



### **3.0 COMMODITY DESCRIPTION/SCOPE OF WORK**

#### **3.1 GENERAL**

State locations requiring bulk deliveries of Fuel Oil, Heating have been listed on the price sheets, grouped by county. The Director reserves the right to award by location, county or for the entire State.

Significant changes from the previous RFP are described in Section 1.2.2

#### **3.2 FUEL OIL, HEATING SPECIFICATIONS**

All Fuel Oil, Heating supplied under this contract must conform in every respect to all standards and regulations established by Federal and New Jersey State laws.

Fuel supplied under this contract shall comply with the requirements of ASTM D396-05, "Standard Specification for Fuel Oils," (Refer to Exhibit 1 for information on obtaining) and New Jersey Department of Environmental Protection "Air Pollution Control (Sulfur in Fuel), NJAC Title 7, Chapter 27, (Exhibit 2) to this RFP.

NOTE: These fuel specifications and standards have previously been physically located within the Commodity Description/Scope of Work. It is still a requirement that all fuel supplied under this contract shall comply with the requirements of the specifications and standards listed in the paragraph above, they are now Exhibits in order to simplify the Commodity Description/Scope of Work contained in Section 3.0.

#### **3.3 QUANTITIES**

3.3.1 The Director reserves the right to order any quantity necessary to meet the State Using Agency's requirements. No guarantee is made by the Director to purchase any amount of product from any contractor as a result of prices offered by the bidder and approved by the State.

3.3.2 For bidding purposes, it is estimated that the total amount of contracts entered into a result of this proposal shall be approximately \$17,500,000.00 over the five year period of the contract, for New Jersey State Agencies.

3.3.3 The quantities listed on the pricing sheets are estimates based on previous usages for a one (1) year period. The State will not be bound to the quantities indicated. The RFP reflects all delivery and billing information at each location. Contractors are requested to contact the Procurement Specialist in writing in case of a discrepancy.

3.3.4 The State reserves the right to bid individual requirements separate from any contract(s) resulting from this RFP, if deemed to be in the best interest of the State.

3.3.5 Temporary Voluntary Allowances (TVA's) should not be included in bid prices as they cannot be considered in the evaluation of bids. However, if the bidder extends TVA's during the term of the contract to Federal, State, local Governments, or to commercial users in the normal course of doing business, New Jersey requires that any such TVA's be made available to the State in the maximum amount extended to others.

### **3.4 DELIVERY**

#### **3.4.1 ORDINARY DELIVERY**

Unless otherwise indicated herein, all deliveries are to be made within seven (7) days following the receipt of an order or verbal notification by a Using Agency.

#### **3.4.2 EMERGENCY DELIVERY**

Unless otherwise indicated herein, all emergency deliveries are to be made within twenty-four (24) hours upon receipt of verbal notification from a Using Agency.

#### **3.4.3 FOB DESTINATION**

All deliveries will be FOB destination.

#### **3.4.4 HOURS OF DELIVERY**

Unless otherwise indicated herein, all deliveries will be accepted only between the hours of 8:00 AM and 3:30 PM, Monday through Friday, holidays excepted, unless otherwise agreed upon by the Using Agency and the contractor.

#### **3.4.5 DELIVERY SCHEDULING / FUEL DISPENSING AND SPILL PREVENTION REQUIREMENTS**

See Section 3.8.3 of this RFP for delivery scheduling requirements under the New Jersey Department of Environmental Protection fuel dispensing and spill prevention regulations.

#### **3.4.6 DELIVERY SUBCONTRACTORS**

In the event a bid is made for several locations and the bidder proposes to use subcontractors for the actual servicing, the name(s), address, telephone and fax number and a description of the services to be provided by the subcontractor(s) must be submitted as part of the bid response for approval. The State reserves the right to inspect their facilities in order to determine their ability to satisfactorily perform under delivery conditions set forth herein.

### **3.5 INSPECTION AND ACCEPTANCE OF DELIVERY**

#### **3.5.1 INSPECTION AND TEST CERTIFICATION SEALS**

The bidder's current "Inspection and Test Certification Seals", on delivery measuring meters and compartments will be accepted in connection with Form 50 "Weights and Measures Certificate", previously obtained by the bidder from the New Jersey Weights and Measures Bureau.

#### **3.5.2 MEASURING DEVICES CHECKS**

3.5.2.1 The Director reserves the right to have all measuring devices rechecked, at any time during the life of the contract. Spot checks at delivery points may also be made.

3.5.2.2 If rechecks disclose any discrepancy in the number of gallons shown on the delivery ticket and the actual number of gallons delivered, use of such equipment will not be permitted until certification has been received from the New Jersey Weights and Measures Bureau that the measuring device is accurate, or has been corrected.

3.5.2.3 Upon notification to the Director, the Using Agency has the right to refuse delivery on metered trucks with broken seals. The contractor with the defective measuring device will be charged the added cost of obtaining fuel from an emergency source, until the defective metering device has received the necessary certification.

### 3.5.3 TEST SAMPLING

Using Agencies will take periodic samples of the fuel oil delivered to their locations from the tank wagon or container in which delivery is made. The right is reserved to cancel the contract at the contractor's expense for inferior deliveries, or if the Fuel Oil is found to contain dirt or sediment, or is of a structure that will cause clogging and prevent proper operation. Cancellation of a contractor will only be implemented upon prior approval of the Director.

### 3.5.4 PRODUCT PERFORMANCE

If the product supplied is not giving satisfactory performance or requires an excessive amount of repair or maintenance to heating equipment, the contractor will be notified in writing of the deficiency(ies). After such notice, the contractor must correct the deficiency(ies) within a reasonable time under the circumstances but, in no event, more than ten (10) days, at no cost to the Using Agency. Failure to respond or to respond inadequately may result in termination of the contract.

## 3.6 CRITERIA FOR QUALIFICATION

### 3.6.1 QUALIFICATION OF BIDDERS

No bid will be considered for a fuel oil term contract unless the bidder meets the following conditions:

3.6.1.1 The bidder owns and has in operation, a permanently established bulk storage plant with stationary tanks, or complies with Section 3.6.1.3 of this RFP.

3.6.1.2 The bidder's source of supply is with a reputable fuel oil refiner. Letters of guaranteed supply from the bidder's source must be submitted at the request of the Director but are not required to be submitted with the bid proposal.

3.6.1.3 Bidders who do not have a bulk storage plant with stationary tankage, must submit at the request of the Director, a letter from its source of supply, stating that it is committed for a certain number of gallons and that the source of supply will, in turn, guarantee that amount of supply to the bidder. Letters of guaranteed supply from the bidder's source are not required to be submitted with the bid proposal.

3.6.1.4 The bulk storage plant is located within a reasonable distance from the point to which deliveries are to be made by transport tank wagon. The decision of the Director shall be final as to whether or not the storage plant is sufficiently close enough to protect the interests of the State of New Jersey.

3.6.1.5 The Director reserves the right to request information, such as but not limited to, the following from any bidder/contractor. The bidder/contractor must, if requested, show evidence to the Director, that it has adequate facilities, equipment, resources, etc. to perform all requirements of the contract.

3.6.1.5.1 Letters of guaranteed supply from the bidder's source.

3.6.1.5.2 Certified analysis of the fuel oil offered, with such analysis to be done by an independent testing laboratory, or the refiner. The certified analysis is to be provided by the bidder at no cost to the State.

3.6.1.5.3 A certified list/statement of equipment (transport, tank wagons, barges, tank cars, barrels, etc.), if not already submitted with the bid proposal, that the bidder actually owns, for delivery of products from bulk plants to the Using Agency locations.

### 3.6.2 QUALIFICATION / REFINER, DISTRIBUTOR OR DEALER

3.6.2.1 The bidder must be an established refiner, distributor, or dealer, and must, if requested, show evidence to the Director, that it has adequate facilities and equipment to perform all requirements in the event of award.

3.6.2.2 Bidder must provide the following information on the Bidder Data Form Specific to Fuel Procurements.

Refinery

Location of Refinery (City & State)

Brand name of Fuel Oil

Delivery Terminal

Location of Bidders Storage Facility/ies (City & State)

Storage Capacity for each Facility Listed Above (List City & State and capacity at each, in gallons)

Indicate Relationship at Storage Facility/ies (i.e.: Owner, Co-mingle, Lease Agreement, etc.)

List of metered trucks, tank wagons, etc. by type & capacity of each, whether owned, leased, subcontracted, etc.

Line of Credit with Refiner (s)

In the event any of the foregoing information changes during the contract period, the contractor must inform the Purchase Bureau, in writing, within five (5) working days of the change.

### 3.6.3 EXAMINATION OF BIDDER/CONTRACTOR DOCUMENTS AND BUSINESS

The bidder/contractor will agree that the Director, or a designated representative, who is an employee of the State of New Jersey, shall have the right by appointment, to examine the books, records, documents and other data of the bidder/contractor business department, as may be necessary to verify the bidder/contractor warranties of established selling prices and notices of increase/decrease in prices in connection with the contract.

### 3.7 DATA CONTAINED IN THIS BID SOLICITATION

3.7.1 **It is the bidder's responsibility to become familiar with all the locations for which a bid is submitted.** The successful bidder(s) will be required to have the proper equipment and personnel to service the locations awarded in the resultant contract.

3.7.2 The data such as "Fuel Tank Size", "Contact Persons", "Addresses", "Phone and Fax Numbers", contained in this bid proposal is based on information provided to the Purchase Bureau by New Jersey State Agencies. This information needs periodic updating and may not always be current. Using Agencies and vendors are both requested to thoroughly review the individual locations for accuracy and to report any corrections by e-mail to the Procurement Specialist for this contract.

3.7.3 Using agencies were instructed to provide estimated quantities for a one (1) year period which should be based on previous usage. The State will not be bound to the quantities indicated.

NOTE: A survey was sent out to Using Agencies in February 2006 requesting updated information to be used for the lines on this procurement. The information on all price lines in this RFP reflects information received from the Using Agencies between mid February and late April 2006.

### 3.8 ADDITIONAL LOCATIONS

Contractors will be required to service additional locations, which may be added to the contract during its term, within the areas of the State near those already being serviced by the contractor. The ADDED locations will adopt the prices and contractor that services an existing location in the same vicinity that has a similar tank size and annual consumption rate. Additions/Deletions/Revisions to the contract will be published in the form of Amendments to the Notice of Award.

When Using Agencies contact Purchase Bureau that a location needs to be added to the contract every effort is made to determine the "closest match" to existing line items on the contract in terms of geographical location, tank size, estimated quantity, etc. in order to determine the appropriate upcharge. If the Contractor determined to be the "closest match" and "awarded" the additional location does not agree with the "closest match" they should notify the Purchase Buyer, in writing, and the choice of line item to determine upcharge &/or Contractor will be reviewed.

Cooperative purchasing entities are advised that they should determine the vendor/markup by following the same procedure used to add State Using Agencies to the contract. Every effort should be made to determine the "closest match" to existing line items on the contract in terms of geographical location, tank size, estimated quantity, etc. in order to determine the appropriate upcharge.

NOTE TO STATE USING AGENCIES – Agencies are required to fax a completed Fuel Requirement Form to the Procurement Specialist to notify the Purchase Bureau when Additions/Deletions/Revisions to the contract are identified. (Exhibit 4 is the latest version.)

### 3.9 DISPENSING OF FUEL AND SPILL PREVENTION REQUIREMENTS

#### 3.9.1 GENERAL

DEP has adopted amendments to the New Jersey Pollutant Discharge Elimination System (NJDES), N.J.A.C. 7:14A-24, requiring Using Agencies that meet specific criteria, to apply for NJDES permits. The new amendment also requires Using Agencies to meet specific standards, measurable goals, and implementation schedules. Attachment D of the Highway Agency Stormwater General Permit, (Exhibit 3 to this RFP), outlines the required practices for fueling operations, vehicle maintenance and good housekeeping SBRs (Statewide Basic Requirements) that a Using Agency must follow.

### 3.9.2 CONTRACTOR RESPONSIBILITIES

- There shall be no topping off vehicles, mobile fuel tanks, and storage tanks. Drip pans must be used under all hose and pike connections and other leak-prone areas during bulk transfer of fuels.
- During bulk transfer, storm sewer inlets must be blocked, or tanks must be contained with temporary berms or temporary absorbent booms during the transfer process. If temporary berms are being used instead of blocking the storm sewer inlets, all hose connection points associated with the transfer of fuel must be within the temporary berms during the loading/unloading of bulk fuels.

It will be the Contractor's responsibility to either provide the materials to block storm sewer inlets within 50 feet or to berm around their truck. A typical single drain grate is 23 ½ x 49 ½ inches. The largest inlet a contractor would be expected to dike is 47 x 49 ½ inches outer frame dimensions (what's known as an "E" inlet, i.e. double grate - no curb piece)

- As per DEP Regulations, any equipment, tanks, pumps, piping and fuel dispensing equipment found to be leaking or in disrepair must immediately be repaired or replaced.

It is the Contractor's responsibility to immediately repair or replace any of the Contractor equipment, tanks, pumps, piping and fuel dispensing equipment found to be leaking or in disrepair.

In the case of any State owned equipment, tanks, pumps, piping and fuel dispensing equipment found to be leaking or in disrepair --- it is the Contractor's responsibility to immediately notify personnel as appropriate for the particular location/circumstances at the Agency, NJDEP (Warn DEP Hotline at 877-WARNDEP &/or UST Operational issues - Jonathan Berg at (609) 633-0737.) You are also requested to notify the Purchase Bureau Buyer for this contract as soon as possible.

- Contractors will be required to use drivers who have been trained in the Standard Operating Procedures for bulk fuel deliveries. The training shall incorporate the required practices for fueling listed in RFP SOW Exhibit 3 Highway Agency Stormwater General Permit Attachment D.

### 3.9.3 DELIVERY SCHEDULING

Using Agencies that have a NJPDES permit on file should have a trained employee present to supervise during bulk transfer. The contractor must contact the key location representative one hour prior to each fuel oil delivery or the delivery may not be permitted. If an emergency situation exists, the key location representative may instruct the contractor to deliver the fuel oil without an agency employee present. Times and dates for regular and emergency deliveries will be scheduled in accordance with the original terms of the contract. Any additional specific agency instructions will be advised separately in a future Notice of Award Amendment.

The Contractor is required to provide one hour notice prior to delivery but is not required to wait for the Using Agency to supervise the delivery as the driver is required to be trained, except in circumstances where the Using Agency provides specific instructions otherwise.

### 3.10 OTHER SERVICES

Contractors may be required/requested to provide other services such as delivery on weekends or holidays or to provide Burner Servicing, Burner Cleaning and /or Burner Start Up.

The State reserves the right to procure Burner Servicing, Burner Cleaning and /or Burner Start Up separate from any contract(s) resulting from this RFP, if deemed to be in the best interest of the State.

### 3.11 USE OF SUBCONTRACTORS FOR DELIVERY AND/OR OTHER SERVICES

In the event the bidder proposes to use subcontractors to provide any services, the name(s), address, telephone and fax number and a detailed description of the services to be provided by the subcontractor(s) are required to be submitted as part of the bid response for approval. The State reserves the right to request additional information or to inspect their facilities in order to determine their ability to satisfactorily perform the services under this RFP

## **4.0 BID PROPOSAL PREPARATION AND SUBMISSION**

### **4.1 GENERAL**

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's signatory page, in preparing and submitting its bid proposal.

### **4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION**

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page

<http://www.state.nj.us/treasury/purchase/bid/summary/07x38065.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

### **4.3 NUMBER OF BID PROPOSAL COPIES**

The bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit **three (3) full, complete and exact copies** of the original. The copies requested are necessary in the evaluation of the bid proposal. A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

If possible, the bidder is requested to submit one **(1) full, complete, and exact ELECTRONIC copy** of the original proposal **on compact disk (CD)**. The copy of the proposal on CD must in PDF file format to be viewable by State evaluators using Adobe Acrobat Reader software.

### **4.4 BID PROPOSAL CONTENT**

#### **4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL**

##### **4.4.1.1 SIGNATORY PAGE**

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/07x38065.shtml>. The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

##### **4.4.1.2 OWNERSHIP DISCLOSURE FORM**

In the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract.



The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x38065.shtml>.

#### 4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x38065.shtml>.

#### 4.4.2 PROOF OF REGISTRATIONS THAT MUST BE SUBMITTED WITH THE BID PROPOSAL

##### 4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

**FAILURE TO SUBMIT A COPY OF THE BIDDER'S BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE WITH THE BID PROPOSAL MAY BE CAUSE FOR REJECTION OF THE BID PROPOSAL.**

**The bidder may go to [www.nj.gov/njbgs](http://www.nj.gov/njbgs) to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate.**

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 01 20 06 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x38065.shtml>

#### 4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.

##### 4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/07x38065.shtml>.

##### 4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a State contract. The Affirmative Action Forms are located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x38065.shtml>.

#### 4.4.4 SUBMITTALS

##### 4.4.4.1 BIDDER EXPERIENCE - DATA SHEETS

The bidder must provide all of the information requested in the Bidder's Data Packet located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/07x38065.shtml>.

##### 4.4.4.2 BIDDER DATA SPECIFIC TO FUEL PROCUREMENTS

The bidder must provide all of the information requested in the Bidder's Data Packet Specific to Fuel Contracts located on the Advertised Solicitation, Current Bid Opportunities webpage.

<http://www.state.nj.us/treasury/purchase/bid/summary/07x38065.shtml>.

##### 4.4.3 FINANCIAL CAPABILITY OF THE BIDDER

**Upon request**, In order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit two years of certified financial statements that include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

The bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with its Bid Proposal.

The State reserves the right to make the determination whether to accept the bidder's assertion of confidentiality and will advise the bidder accordingly.

##### 4.4.4 SUBCONTRACTOR(S)

- A. **All bidders** must complete the **Notice of Intent to Subcontract Form** whether or not they intend to utilize subcontractors in connection with the work set forth in this RFP. If the bidder intends to utilize subcontractor(s), then the **Subcontractor Utilization Plan** must also be submitted with the bid.
- B. Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.
- C. The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.
- D. The bidder should provide detailed resumes for each 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 designated to perform.

- E. The bidder should provide documented experience to demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.
- F. 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 subcontractor registered as a small business with the New Jersey Commerce and Economic Growth Commission. This breakdown shall be sent to the Purchase Bureau Business Unit, Set-Aside Coordinator.

#### 4.4.5 PRICING

The bidder must submit its pricing using the format set forth in the State supplied price sheet(s) attached to this RFP. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

The price the State will pay per delivered gallon of fuel is determined by adding/subtracting the upcharge/downcharge for that line item to the cost of the fuel based on the Journal of Commerce - Oil Price Daily posted for that type of fuel on the date of the delivery.

As per the NJ Standard Terms and Conditions, Section 4.4, the State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K. Any other applicable taxes (i.e.: LUST tax) specific to this contract are to be incorporated into the upcharge.

#### 4.4.6 METHOD OF BIDDING OR PRICE SHEETING INSTRUCTION

The price the State will pay per delivered gallon of fuel will be determined by adding/subtracting the constant upcharge/downcharge bid for that line item (location) to the cost of the fuel based on the Journal of Commerce - Oil Price Daily posting for the date of delivery. A detailed description of how to determine the price is contained in RFP Section 4.4.5.5.

##### 4.4.6.1 BID PRICES QUOTED (UPCHARGE/DOWNCHARGE)

The Price Sheets that are included with this RFP show information including the desired product for each location, tank size(s), estimated quantity, Deliver To:, and Bill To:, etc. Below is an example, to point out the method used for bidding.

An upcharge consists of all costs associated with the delivery of the fuel to the site, including but not limited to labor, profit, delivery charges, any taxes not covered in this RFP Section 4.4.5, etc. to be added to the fuel prices as calculated according to the methodology described in this RFP.

A downcharge is the same except it is subtracted from the fuel prices as calculated according to the methodology described in this RFP.

The price quoted by bidders in their bid proposal for each of the line items (locations) is a constant upcharge/downcharge (per gallon) to be used for the entire contract period. These lines will be awarded to the responsive, responsible bidder, which would result in the lowest cost (i.e. - the highest downcharge or lowest upcharge) for each respective line (location).

The price quoted by bidders in their bid proposal will be assumed to be an upcharge unless it is clearly identified as a downcharge.

There are lines listed on the Price Sheets as "RESERVED FOR FUTURE USE BY PURCHASE BUREAU". Bidders are not to fill out these lines. These are for Purchase Bureau use only.

#### 4.4.6.2 SAMPLE LINE ITEM

<b>LINE ITEM #00###</b>	<b>UPCHARGE/DOWNCHARGE BID</b>
FUEL OIL #2 (HEATING) MIDDLESEX COUNTY TANK SIZE: 1 EACH 500 GALLON ESTIMATED QUANTITY: 3000 GALLONS ORGN NO: 6000 DELIVER TO: SANDHILL MAINTENANCE YARD ROUTE 1 SOUTH M.P. 18.5 SOUTH BRUNSWICK, NJ 08831 CONTACT: JOHN MATEYKA PHONE: 732-297-0671 BILL TO: NJ DEPT OF TRANSPORTATION DIV. OF ACCOUNTING & AUDITING P. O. BOX 604 1035 PARKWAY AVE. TRENTON, NJ 08625-0604	

#### 4.4.6.3 "JOURNAL OF COMMERCE - OIL PRICE DAILY POSTING" (COST OF FUEL OIL, HEATING)

Line(s) for the "Journal of Commerce - Oil Price Daily Postings" are included on the RFP/contract for the cost of the fuel and will be awarded to each successful bidder delivering that specific type of fuel. Bidders are not to fill out these lines. These are for Agency use only.

The price the State will pay per delivered gallon for fuel will be determined by adding/subtracting the upcharge/downcharge for that line item to the cost of the fuel based on the Journal of Commerce - Oil Price Daily posting for the date of delivery for that particular type of fuel.

The upcharges/downcharges (bid prices quoted) on the price sheets for the various locations are to be based on the Journal of Commerce-Oil Price Daily, using the "Newark Reseller Tank Car Prices, Low End" posting listed for "No. 2 Oil". The posting of fuel prices in the Journal of Commerce that will be used to determine the price per delivered gallon of fuel is that for the "DATE OF PUBLICATION" for the date of the delivery.

Deliveries of fuel made on weekends or holidays when the Journal of Commerce – Oil Price Daily is not published will be based on the last previously published price prior to the date of delivery.

Successful contractors are reminded that if they fail to resolve discrepancies in arriving at the price per gallon, the State formula will prevail, and Using Agencies will be instructed to correct invoices accordingly. Using Agencies must first call the contractor to resolve pricing discrepancies. Failing to reach an agreement with the contractor, the Using Agency WILL correct/amend the contractor's invoice, and make payments using the pricing formula indicated herein.

#### 4.4.6.4 FUEL PRICE POSTING ON PURCHASE BUREAU'S INTERNET WEBSITE

The Journal of Commerce – Oil Price Daily fuel prices to be used for State of New Jersey Fuel Contracts are posted on Purchase Bureau's Internet Website at:

[www.state.nj.us/treasury/purchase/fuel/index.html](http://www.state.nj.us/treasury/purchase/fuel/index.html).

This website enables anyone with Internet capability to locate prices from 1999 to the present.

To avoid any confusion, vendors and Using Agencies are strongly encouraged to use the pricing posted on the Purchase Bureau's Internet Website, as this is the official source of the prices to be used for the purposes of all the State of New Jersey term contracts for the various types of fuel.

#### 4.4.6.5. HOW TO DETERMINE THE PRICE PER DELIVERED GALLON OF FUEL

The price the State pays per delivered gallon of fuel is determined by adding/subtracting the upcharge/downcharge (bid price quoted) for that line item to the cost of the fuel (Journal of Commerce - Oil Price Daily Posting).

EXAMPLE: A facility in Mercer County received a delivery of Fuel Oil, Heating on January 19, 2006. The Price per Gallon of delivered fuel is determined as follows:

The contract vendor is ADCD Fuel Oil Company:

Upcharge Bid by ABCD Fuel Co.:	+ .0500/gal
January 19, 2006 Posting:	1.7500/gal
Price per delivered gallon:	1.8000/gal

#### 4.4.6.6. PURCHASE ORDER EXAMPLE

The instructions contained herein, on how to arrive at the PRICE PER GALLON of Fuel, and the development of a Purchase Order is to be used only by all NJ STATE AGENCIES (Sub-political bodies, see below), but should also be used by all Contractors listed in the contract, when determining their price per gallon of fuel.

The NJ Department of Environmental Protection located in Trenton, NJ (LINE #00600), is ordering 500 gallons of Fuel Oil, Heating on January 19, 2006.

In order to prepare a Purchase Order (PB-2), the State Using Agency MUST use two (2) Contract Line Numbers, as follows -

1. The "CONSTANT UPCHARGE" (per gallon). Refer to the NOA Contract Line Number for the State Agency location which is ordering fuel.
- 2 The "JOURNAL OF COMMERCE – OIL PRICE DAILY", "Newark Tank Car, Low End" posting listed for No. 2 Oil.

Price line(s) for the Journal of Commerce- Oil Price Daily posting price(s) are listed on the price sheets attached to this RFP. However, BIDDERS ARE NOT TO INDICATE ANY PRICES THEREON, since each of these line numbers will be awarded to all successful bidders, and are

used only to determine the Journal of Commerce posting price (cost of fuel) to which the constant upcharge will be added to or the constant downcharge will be subtracted.

LINE #00001 COMMODITY CODE: 405-30-013131  
Journal of Commerce - Oil Price Daily - Daily Posting  
No. 2 Oil Newark Reseller Tank Car Price - Low End

The NJ State Agency then determines the following from the NOA and the Journal of Commerce:

1. The "CONSTANT UPCHARGE" (per gallon) in this example is +.10/Gal., taken from Contract Line #00600, of the NOA.
2. The "JOURNAL OF COMMERCE – OIL PRICE DAILY" posting for January 19, 2006 for No. 2 Oil . "Newark ResellerTank Car, Low End" posting taken from Contract Line #00001 is 1.7500/Gal. (simulated).

The NJ State Agency then adds this data into the OFST Screen in order to prepare the Purchase Order. The Header Section of the OFST Screen is entered in accordance with MACS-E Procedures, as follows:

ITEM 1 COMMODITY CODE: 405-30- 013131 (Line #00600)

KLIN: 00600  
U/M: GAL  
QTY: 500  
PRICE: Leave blank (upon successful update, the "CONSTANT UPCHARGE" of .05/Gal (this EXAMPLE) will print.  
CATLG#: Leave blank.  
CAT \$: Leave blank.  
DESC: Leave blank.

ITEM 2 COMMODITY CODE: 405-30-028002 (Line #00001)

KLIN: 00001  
U/M: GAL  
QTY: 500  
PRICE: Leave blank.  
CATLG#: Enter "JOURNAL OF COMMERCE" Daily Posting January 19, 2006  
CAT \$: Enter "JOURNAL OF COMMERCE" Daily Posting 1.7500/Gal (Simulated price).  
DESC: Leave blank.

#### EXAMPLE OF A PROPERLY COMPLETED PURCHASE ORDER

ITEM		QTY	UNIT	UNIT PRICE	AMOUNT
00001	COMMODITY CODE: 405-30-013131 Fuel Oil, Heating Mercer County *Tank Size: 1 each 1,000 gallon *Estimated Quantity: 100,000 gallons *Organization Number: 4000 *DELIVER TO: *NJ Department of Environmental Protection	500	GAL	.05	\$25.00

\*ABC State Park  
 \*XYZ Street,  
 \*Trenton, NJ 08625  
 \*Contact: Foreman  
 \*Phone: (609) 292-9999  
 \*BILL TO:  
 \*See Billing Information Page

NOTE: The above lines indicated with an asterisk (\*), will not show on the Purchase Order. Only the first two lines will appear.

00002 COMMODITY CODE: 405-30-018002 500 GAL 1.7500 \$875.00

Journal of Commerce – Oil Price Daily  
 No. 2 Oil  
 Daily Posting  
 Newark Reseller Tank Car Price - Low End  
 CATLG # 01/19/06

TOTAL.....\$900.00

**SUB-POLITICAL BODIES and QUASI-STATE AGENCIES**

These entities shall utilize the formula shown in arriving at the price per gallon of fuel.

Located in Camden County, ordering Fuel Oil, Heating on January 19, 2006.  
 Journal of Commerce - Oil Price Daily Posting for January 19, 2006,  
 Fuel Oil, Heating e is used in this example,  
 and the Price per Gallon is listed as..... 1.7500  
 Constant Upcharge (See note below) ..... .10  
 TOTAL COST PER GALLON ..... 1.8500

NOTE: Since there is no actual line number, use the closest line # number match based on location/tank size/estimated quantity, etc.

**4.4.6.7. OTHER PRICE ITEMS**

A Service Charge is authorized to any vendor required to make deliveries on weekends or holidays. The Service Charge will be shown as a FLAT RATE in a dollar amount, i.e., \$50.00 per trip. This Service Charge is listed as Commodity Code 405-08-029656, in each County.

A Labor Rate Service Charge is listed as Commodity Code 05-08-029659, in each County. This must be shown as an Hourly Labor Rate, and will be included in the contract for those Agencies that may require Burner Servicing, Burner Cleaning and Start Up, etc., as required. Agencies that require this type of service are usually listed in the contract, but may be subsequently added at their request.

**4.4.7 SPECIAL PRICING DUE TO UNSTABLE MARKET CONDITIONS**

The State reserves the right to issue an amendment(s) to ensure that the State has an uninterrupted supply of fuel during situations created by unstable or unpredictable market conditions.

## **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 version 01 20 06 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/07x38065.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and the NJ Standard Terms and Conditions version 01 20 06, 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 CONTRACT TERM AND EXTENSION OPTION**

The term of the contract shall be for a period of five (5) years. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP:

<http://www.state.nj.us/treasury/purchase/bid/summary/07x38065.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.

### **5.3 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 90 days beyond the expiration date of the contract.

### **5.4 CONTRACT AMENDMENT**

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

### **5.5 CONTRACTOR'S WARRANTY**

- a) The Contractor is responsible for the quality, technical accuracy, timely completion and delivery of all deliverables and other services to be furnished by the Contractor under the Contract. The Contractor agrees to perform in a good, skillful and timely manner all services set forth in the Contract.
- b) The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services and deliverables furnished under the Contract. The approval of interim deliverables furnished under the Contract shall not in any way relieve the Contractor of fulfilling all of its obligations under the Contract. The acceptance or payment for any of the services rendered under the Contract shall not be construed as a waiver by the State or Agency, of any rights under the agreement or of any cause of action arising out of the Contractor's performance of the Contract.



- c) The acceptance of, approval of or payment for any of the services performed by the Contractor under the Contract shall not constitute a release or waiver of any claim the State or Agency, has or may have for latent defects or errors or other breaches of warranty or negligence.

## 5.6 ITEMS ORDERED AND DELIVERED

The **Using Agency[ies] is[are]** authorized to order and **the contractor/contractors is/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 [reveal] 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 as a basis to terminate the contract and/or as a basis not to award the contractor a 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.

## 5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

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 and/or 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.

## 5.8 MANUFACTURING/PACKAGING REQUIREMENTS

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

5.8.2 All products shall be manufactured and packaged under modern sanitary conditions in accordance with federal and state law and standard industry practice.

5.8.3 All products are to be packaged in sizes as specified in this RFP and shall be packaged in such a manner as to ensure 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.

## 5.9 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.

## 5.10 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 version 01 20 06, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x38065.shtml>, contractor(s) must provide, on a half yearly 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.
- Total dollars paid to subcontractors.

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.

## 5.11 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.

## 5.12 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 version 01 20 06 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 is required to provide detailed justification documenting the necessity for the substitution or addition.

The contractor is to 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) are to equal or exceed those of similar personnel proposed by the contractor in its bid proposal.

The contractor is required to 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.

### 5.13 PERFORMANCE BOND

This section supplements Section 3.3b of the NJ Standard Terms and Conditions version 01 20 06 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x38065.shtml>.

A performance bond is required. The amount of the performance bond is noted on the RFP signatory page located on the Advertised Solicitation, Current Bid Opportunities <http://www.state.nj.us/treasury/purchase/bid/summary/07x38065.shtml>. The performance bond must be posted within 30 days of the effective date of the contract award. The performance bond must remain in full force and effect for the term of the contract and any extension thereof.

NOTE: A performance bond of \$50,000.00 is required. The State reserves the right to adjust the amount of the performance bond based on the number of lines/estimated dollar amount of the award(s).

## **6.0 PROPOSAL EVALUATION**

### **6.1 CONTRACT EVALUATION**

The following criteria will be used to evaluate all bid proposals that meet the requirements of this RFP. The criteria are not listed in order of importance:

6.1.1 Price

6.1.2 Experience of the bidder

6.1.3 The bidder's past performance under similar contracts, including if applicable, the Division's vendor performance database.

6.1.4 The delivery and service coverage on a State-wide basis, by the bidder, to be awarded in the best interest of the State.

### **6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL**

Prior to contract award and with the exception of scheduling a review of submitted bids, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal with the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

The bidder may be required to give an oral presentation to the State concerning its bid proposal. The State may also require the bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with the bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the State's discretion whether to require the bidder to give an oral presentation or require the bidder to submit written responses to questions regarding its bid proposal. Action by the State in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

### **6.3 BID DISCREPANCIES**

In evaluating bids:

- Discrepancies between words and figures will be resolved in favor of words.
- Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices.
- Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices.
- Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total.
- Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum of the column of figures.

## **6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)**

Following the opening of bid proposals, the State reserves the right, pursuant to N.J.S.A. 52:34-12(f), to negotiate: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder and reserves the right to seek a Best and Final Offer (BAFO) from one or more bidders. In response to the State's request to negotiate, the bidder must continue to satisfy all mandatory RFP requirements but may improve upon their original technical proposal in any revised technical proposal. However, any revised technical proposal that does not continue to satisfy all mandatory requirements will be rejected as non-responsive and the original technical proposal will be used for any further evaluation purposes, in accordance with the following procedure:

The State will conduct an initial review and determine whether and with which bidder(s) it will negotiate, and will communicate its request to each such bidder. In response, the bidder will submit any required revisions to its proposal.

In response to the State's request for a BAFO, the bidder may submit a revised price proposal that is equal to or lower in price than its original submission, but must continue to satisfy all mandatory requirements.

After receipt of the results of the negotiation and/or the BAFO(s), the State will complete its evaluation and recommend to the Director for award that responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered.

All contacts, records of initial evaluations, any correspondence with bidders related to any request for negotiation or BAFO, any revised technical and/or price proposals, the State's evaluation and the Award Recommendation, will remain confidential until an Intent to Award notice is issued.

## **7.0 CONTRACT AWARD**

### **7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD**

#### **7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)**

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted N.J.S.A. 19:44A-20.13 – 25 on March 22, 2005 the "Legislation"), retroactive to October 15, 2004, superseding the terms of Executive Order 134. Pursuant to the requirements of the Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

##### **7.1.1.1 DEFINITIONS**

For the purpose of this section, the following shall be defined as follows:

- a) Contribution – means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

b) **Business Entity** – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition of a business entity includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse or child, residing in the same household.

#### **7.1.1.2 BREACH OF TERMS OF THE LEGISLATION**

It shall be a breach of the terms of the contract for the Business Entity to (i) make or solicit a contribution in violation of the Legislation, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

#### **7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS**

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134> , shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134> , shall be provided to the intended awardee with the Notice of Intent to Award.

#### **7.1.1.4 STATE TREASURER REVIEW**

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

#### **7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271**

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

#### **7.2 FINAL 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 to do so.

#### **7.3 INSURANCE CERTIFICATES**

The contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured.

### **8.0 CONTRACT ADMINISTRATION**

#### **8.1 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's name, department, division, agency, address, telephone number, fax phone number, and email address.

#### **8.1.1 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.

#### **8.1.2 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.