

AWARDS AT A GLANCE

<u>CATEGORY</u>	<u>BRAND</u>	<u>CONTRACT VENDOR</u>
<i>Hospital Room Furniture</i>		
<i>Beds</i>	<i>MC Healthcare</i>	<i>MC Healthcare</i>
	<i>Carroll Healthcare</i>	<i>Carroll Healthcare</i>
	<i>American of Martinsville</i>	<i>Allied Office Supply</i>
	<i>Simmons</i>	<i>Basic American/Simmons</i>
<i>Overbed Tables</i>	<i>American of Martinsville</i>	<i>Allied Office Supply</i>
<i>Space Tables</i>	<i>Space Tables</i>	<i>Allied Office Supply</i>
<i>Tabletops & Bases</i>	<i>American of Martinsville</i>	<i>Allied Office Supply</i>
<i>Healthcare Casegoods</i>	<i>American of Martinsville</i>	<i>Allied Office Supply</i>
<i>Mattresses</i>	<i>Medline Industries</i>	<i>Medline Industries</i>
	<i>American of Martinsville</i>	<i>Allied Office Supply</i>
	<i>MC Healthcare</i>	<i>MC Healthcare</i>
	<i>Carroll Healthcare</i>	<i>Carroll Healthcare</i>
	<i>Basic American/Simmons</i>	<i>Basic American Medical</i>
<i>SPECIALIZED SEATING</i>	<i>American of Martinsville</i>	<i>Allied Office Supplies</i>
	<i>Basic American/Simmons</i>	<i>Basic American Medical</i>

Bid Number: 04-X-36344

**REQUEST FOR PROPOSAL FOR:
FURNITURE, HOSPITAL AND GERIATRIC**

Date Issued: 04/20/04

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

Using Agency
State of New Jersey
Cooperative Purchasing Members

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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 various State Agencies. The purpose of this RFP is to solicit bid proposals for hospital and geriatric furniture and special drapery fabric.

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.

The Standard Terms & Conditions, Appendix 1 of this RFP, will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with same unless the RFP specifically indicates otherwise.

The State intends to extend contracts 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), 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 HISTORY

This is a reprocurement of the Furniture, Hospital and Geriatric term contract, presently due to expire on 06/15/04. Vendors who are interested in the current contract specifications and pricing information are encouraged to visit the Purchase Bureau's website on the world wide web. The applicable "T" reference number for this lookup is T0080. The exact WWW address is:

<http://www.state.nj.us/treasury/purchase/contracts.htm>

1.2.2 CONTRACT ESTIMATED VALUE

For bidding purposes, it is estimated that the total amount of contracts entered into as a result of contracts resulting from this RFP, shall be \$240,000.00 annually for New Jersey State Agencies. The total estimated amount for two (2) years is \$480,000.00.

1.2.3 BRAND ELIGIBILITY

In June, and July of 2003, all the current awarded brands underwent an extensive examination by the Purchase Bureau to determine whether or not they were justified to be included in a multiple award contract under the Appellate Court's interpretation of N.J.S.A. 52:34-12.1. The Purchase Bureau may only use a multi-vendor format when the use of that format complies with at least one of five statutorily listed criteria, as documented by the Purchase Bureau. The listed brand-lines were documented as justified by the Purchase Bureau under the specific criteria of "compatibility" and/or "standardization" i.e. multiple users or State Agencies had previously purchased these brands, causing a consequent need for the brands to be included in the RFP.

Thus, this is a two (2) year term contract for hospital and geriatric furniture, which is used by various State Agencies and cooperative purchasing partners to purchase furniture for replacement, supplemental and new furniture projects.

Contracts shall be issued for those brands that have been listed as acceptably justified standardized brand lines. This contract will cover the anticipated needs of the State Agencies for furniture in the area of hospital and geriatric furniture.

This contract is to be used only for a re-procurement of brands that have been certified as standardized by the Purchase Bureau.

1.2.4 TYPES OF FURNITURE

Furniture considered for award shall be defined as the group of items consisting of the following:

Hospital Beds, electric or manual, including crib beds and mattresses

Hospital Furniture, including bedside cabinets, overbed tables, chest and chest desk, side chair and accessory items (All are to be of the same grouping and within the same price schedule.)

Examining room furniture, including tables, cabinets for both treatments and instruments, and accessories (All are to be of the same grouping and within the same price schedule.)

Specialized Chairs, including geriatric, mobile loungers, orthopedic loungers, commode chairs, shower chairs and accessories. (All are to be of the same grouping and within the same price schedule.)

For medical facilities only, cubicle curtains and privacy screens

All geriatric furniture and accessories

Each manufacturer's brand line does not have to include all of the above listed items. However, lines must be complete, hospital and geriatric furniture. Library, computer and electronic support, folding furniture, storage cabinets, wardrobe cabinets, lockers, traditional office and lounge, systems furniture and filing cabinets will not be part of any contracts resulting from this RFP.

1.2.5 IMPORTANT NOTICE:

The following is a change in contract standards that was brought by the safety concerns of the State for all of the users of this contract and is to be recognized and understood by contract users and contractors:

All upholstered furniture sold under this contract that is intended for use in buildings that have functioning fire-preventive sprinkler systems must, at a minimum, be certified as meeting the Standards demanded by California Technical Bulletin 117 (CAL 117). In addition, any upholstered furniture not certified, at a minimum, as meeting the standards of CAL 117 will not be permitted in any situation to be sold under the terms of this contract.

All upholstered furniture sold under this contract that is intended for use in buildings that do not have fully functioning fire-preventive sprinkler systems must be certified as meeting the Standards of California Technical Bulletin 133 (CAL 133). Any purchase of upholstered furniture that has not been certified as meeting the CAL 133, Standards for use in non-sprinklered buildings will be considered a violation of the contract terms and conditions and may subject the contractor to disciplinary procedures including but not limited to loss of contract.

It is within the discretion of individual Using Agencies to purchase and use CAL 133 certified furniture in buildings that have functioning sprinkler systems.

Under no circumstances may furniture that has been certified as only passing the less stringent requirements of CAL 117 be purchased for use in an unsprinklered building. **ALL FURNITURE FOR USE IN SPRINKLERED BUILDINGS USE MUST BE CAL 133 CERTIFIED.**

If a brand does not offer CAL 133 certified furniture as part of its standard preprinted pricelist, the contractor is prohibited from selling that brand for use in any building without a fully functioning fire-preventive sprinkler system.

Both contractors and users are to be aware of the responsibilities and obligations of the above paragraphs.

1.3.1 QUESTIONS AND INQUIRIES

It is the policy of the Division to accept questions and inquiries from all vendors. Written questions should be mailed or faxed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

Attn: **Constance Rosina**
State of New Jersey
Division of Purchase and Property
Purchase Bureau
PO Box 230
Trenton, New Jersey 08625-0230

E- Mail: <mailto:constance.rosina@treas.state.nj.us>
Phone Number: **609-633-3974**
Fax Number: **609-292-0490**

1.3.1.1 QUESTION PROTOCOL

Questions should be submitted in writing to the attention of the assigned Purchase Bureau buyer. Written questions should be directly tied to the RFP by the writer. Questions should be 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.

After the submission of bid proposals, 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 to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

The cut-off date for questions and inquiries relating to this RFP is ten (10) days after the issue date on the face of this RFP. Addendum, if any, to this RFP will be posted to the Purchase Bureau website (see Section 1.4.1 of this RFP for further information.)

1.4 ADDITIONAL INFORMATION

1.4.1 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.

ALL RFP ADDENDA WILL BE ISSUED ON THE PURCHASE BUREAU WEB SITE. TO ACCESS ADDENDA THE BIDDER MUST SELECT THE BID NUMBER ON THE PURCHASE BUREAU BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

[HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML.](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 ADDENDUM AS A PART OF THIS RFP

Any addendum to this RFP shall become part of this RFP and part of any contract awarded as a result of this RFP.

1.4.3 ISSUING OFFICE

This RFP is issued by the Purchase Bureau, Division of Purchase and Property. The buyer noted in Section 1.3.1 is the sole point of contact between the vendor and the State for purposes of this RFP.

1.4.4 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. By submitting a bid proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, as to all of the requirements of this RFP.

1.4.5 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.

1.4.6 CONTENTS OF BID PROPOSAL

The entire content of every bid proposal will be publicly opened and will become a matter of public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal. All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment to inspect bid proposals received in response to this RFP by contacting the Purchase Bureau buyer.

1.4.7 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 being made to the bidder.

1.4.8 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, Affirmative Action Employee Information Report, MacBride Principles Certification and business registration must be supplied by each party to the joint venture.

1.5 SIGNATURE

The bidder's signature guarantees that prices set forth within the manufacturer's preprinted price lists and/or catalogs will govern for the period of the contract. The bidder also acknowledges that, notwithstanding any reference to price escalation clauses, fob shipping point, and shipping charges contained in the preprinted price lists, catalogs, and/or literature, such references shall not be part of any State contract awarded as a result of this RFP.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

The following definitions shall 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. An amendment is not effective until signed by the Director, Division of Purchase and Property.

Authorization to Proceed - Purchase Bureau notification to the successful contractor to perform work in accordance with its awarded contract.

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

CAL 117 - California Technical Bulletin 117 - sets standards for the testing and certification of upholstered furniture that is intended for use in buildings with fully functioning fire-preventive sprinkler systems.

CAL 133 - California Technical Bulletin 133 - sets standards for the testing and certification of upholstered furniture that is intended for use in buildings that do not have a fully functioning fire-preventive sprinkler system.

Compatible Materials and/or Equipment - Purchase of materials that are, or equipment that is, capable of performing in conjunction with those materials and/or equipment previously purchased without degrading or impairing the performance of those previously purchased and/or negatively impact upon warranties or licenses of those previously purchased.

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.

First (Base) Calendar Year - A year that contains twelve (12)calendar months.

Invoice- State billing Form AR 50/54.

Issuing Office - Purchase Bureau, Division of Purchase & Property, Department of Treasury.

Loaded All Inconclusive Hourly Rate – Hourly rate that includes all labor, materials, supplies, tools and any-and-all direct and indirect expenses including, but not limited to, profit fees, overhead and portal-to-portal travel expenses. Time spent in traveling to and from the work-site or employee workstation should not be included in any estimate, nor will it be paid for by the State.

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

Multiple and/or Chain Discount - Any discount that requires more than one mathematical calculation in order to determine the net price of an item(s). Note: This does not refer to item #17 on the front (face) of the RFP, which refers to cash discount terms.

Normal Hand Tools - Those tools readily available to all tradesmen and not specifically designed for that product or manufacturer. If not of a generic nature, they should be provided by the contractor (manufacturer) to the State of New Jersey at no additional charge and in sufficient quantity so as not to impede installation or future reconfiguration.

Platform Delivery - Delivery to a loading dock or receiving area of a building.

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.

Running Line - Those products and product groups, which are offered by a manufacturer as current and being produced as part of their regular production process.

Shall or Must - Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal, as materially non-responsive.

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

Spotted Delivery - A delivery made to a specific area within a building, as designated by the Using Agency. At the request of the Using Agency it shall also include putting in place, assembly, installation, making ready for use, and removal of debris.

Standardization - Relates to instances when, in the Director's business judgment, it is advantageous to purchase materials, supplies, or equipment consistent and compatible in design, fit, style, composition or manufacture with materials, supplies, or equipment currently in use, or to purchase services identical or the approximate equal to those previously purchased, notwithstanding that materials, supplies, equipment, or services at variance with those previously purchased can be used without negatively impacting the performance of those previously purchased.

State - State of New Jersey

Subcontractor - A subcontractor is an individual or firm who has a direct contract with the State's contractor to perform any of the work at the site.

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

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

3.1 ORDER LIMITS

All orders relating to a site where hospital and geriatric furniture is needed will be capped at a list price of \$300,000.00. These orders will be sufficient to furnish the furniture needs of the Using Agencies.

3.2 ELIGIBLE BRANDS

The following brand-lines of hospital and geriatric furniture are eligible for award under this RFP:

Carolina Health
Goelst
Simmons
Kushner Draperies
Hill Rom
Sunrise Medical
Carroll Beds
American of Martinsville
Space Tables
Medline/Odyssey Elite
MC Healthcare

Any vendor that wishes to add a brand to the list of justified brands must submit a list of users, whether State Agency, Quasi-State Agency, Cooperative Purchasing member, or political subdivision, that have standardized on the brand. An address, phone number, and contact person must be included with the list, along with a listing of the items that were purchased, (item number plus price), and the total cost of the purchase. If, after examination, a user or, in some cases, multiple users, are deemed to have fulfilled the criteria of having standardized on a brand, that brand will be added to the list that is eligible for award. This process is labor and time intensive and should be brought to the attention of the Purchase Bureau within five (5) days of receipt of this RFP.

3.3 MANUFACTURER'S CERTIFICATION/QUALIFICATION OF BIDDER

3.3.1 All bidders submitting a bid proposal in response to this RFP must submit written certification from each manufacturer represented in its bid proposal, stating that it is an authorized dealer for the entire State of New Jersey.

3.3.2 If unable to submit the required certification with its bid proposal, the bidder must submit same by certified mail within seven (7) calendar days after the bid opening date. Letters arriving after the seven (7) calendar day period shall be rejected and shall cause the bid for that brand to be disqualified.

3.3.3 The certification shall be on the official letterhead of the respective manufacturer(s) and signed by a responsible official of that company. Responsible official is defined as that company official who has authority to commit, obligate and bind the manufacturer financially. Memos or undated letters will not be acceptable.

3.3.4 NOTE: Certification letters received in response to this requirement cannot be withdrawn by the manufacturer/dealer once accepted by the State. The Director reserves the right to accept or reject any requests for withdrawal of certification letters.

3.3.5 The manufacturer's letter of certification shall identify the bid identification number and the bidder.

3.3.6 Failure to comply with the above requirement shall result in rejection of the bid proposal for each manufacturer not certified.

3.4 GENERAL PRODUCT SPECIFICATIONS AND REQUIREMENTS

3.4.1 This RFP includes only hospital and geriatric furniture and related components and accessories as defined in this RFP. All other freestanding furniture and seating will be procured under separate contracts.

3.4.2 The hospital and geriatric furniture shall include: electric or manual hospital beds, (including crib beds and mattresses); general hospital furniture, including bedside cabinets, overbed tables, chest and matching chest desk, side chair and accessory items; examining room furniture, including tables, both treatment holding and instrument hold cabinets with accessories; Specialized chairs including geriatric, mobile loungers, orthopedic loungers, commode chairs, shower chairs and accessories; hospital type cubicle curtains and privacy screens; and all geriatric furniture and accessories.

NOTE: All orders relating to a site where furniture is needed will be capped at a net price of \$300,000.00. These orders will be sufficient to furnish the furniture needs of the Using Agencies. Using Agencies are to follow the guidelines of Procurement Circular 92-09-GSA or any updates thereto.

3.5 CURRENT PRODUCTION FURNITURE REQUIREMENT

3.5.1 Contractors shall provide only current production furniture. No used furniture or discontinued lines are acceptable.

3.5.2 In the event new items are added to the accepted manufacturer's product lines during the life of the contract, said additions will be made available to the State at the same discount offered on the original bid proposal. The price(s), which will prevail, will be the introductory published price list for the new items only. However, all new items added to accepted product lines must be submitted in writing to the State for approval, with a copy of the new catalog and price list, to the designated buyer/address listed in Section 1.3.1 of this RFP.

3.5.3 Model or part number changes on an existing product line, with increased pricing, will not be accepted during the term of the contract.

3.5.4 New items considered for addition will be defined as those items that enhance the product line on the current contract. New product lines (groupings) not related to the product line on contract will not be given consideration under this clause.

3.5.5 The contractor will be promptly notified of the new item's acceptance or rejection. If rejected, the contractor will not offer the item(s) to any Using Agency as a contract item.

3.6 CODES AND STANDARDS

3.6.1 REQUIREMENTS

All furniture and related components shall meet or exceed all appropriate established codes and standards regarding durability, performance, and life safety. Contractor's designs and furniture placement must meet all code requirements. All upholstered furniture must, at a minimum, be certified under the standards of California Technical Bulletin 117 (CAL 117). Furthermore, contract users should have available the option to purchase upholstered furniture that meets the more stringent standards of California Technical Bulletin 133 (CAL 133).

3.6.2 COMPLIANCE

They shall comply, as a minimum, with the following standards or any updates thereof:

3.6.2.1 BOCA Latest Edition, The Basic Building Code, as incorporated in the New Jersey UCC, Uniform Construction Code.

3.6.2.2 ASTM-E-Latest Edition for Surface Burning Characteristics.

3.6.2.3 Underwriter's Laboratory (UL) approval for all electrical components.

3.6.2.4 NEMA-Class-LD3 - high pressure directive laminates.

3.6.2.5 AWI (American Woodworking Institute Standards - Section 400)

3.6.2.6 Occupational Safety and Health Act (OSHA).

3.6.2.7 New Jersey State Barrier Free Design Regulations revised 1979.

3.6.2.8 BIFMA F-1-1978 (Rev. 1980) First Generation Voluntary Upholstered Furniture Flammability Standard for Business and Institutional Markets.

3.6.2.9 ANSI/BIFMA - X5.1-1985, American National Standard for Office Furnishings - General Purpose Office Chairs.

3.6.2.10 ANSI/BIFMA X5.4-1983 - American National Standard for Office Furnishings - Lounge Seating Tests.

3.6.2.11 ANSI/BIFMA - X5.5-1983 - American National Standard for Office Furnishings - Desk Products; Drawers and Pedestals.

3.6.2.12 National Fire Protection Association (NFPA) Life Safety

3.6.3 ADDITIONAL STANDARDS

The State requires the contractor to apply the following additional standards to applicable items purchased under the terms of this contract:

3.6.3.1 ANSI-HFS100 1988

3.6.3.2 San Francisco VDT Worker Safety Ordinance Article 23, Section 1034, Workstation Standards

3.6.3.3 PEOSH Guidelines for chairs and tables.

3.6.3.4 California Technical Bulletin 117 for all upholstered furniture purchased for fully sprinklered buildings.

3.6.3.5 California Technical Bulletin 133 for all upholstered furniture purchased for unsprinklered buildings.

3.6.4 STATEMENT OF COMPLIANCE AND CERTIFIED TEST REPORTS

3.6.4.1 After the bids are opened, during the evaluation, or at any time during the contract, if requested, the Bidder/Contractor must submit a notarized statement of compliance from the respective manufacturer for each product being bid or covered by the contract, certifying that the product meets or exceeds all appropriate established codes and standards regarding durability, performance and life safety, including, but not limited to those listed herein.

3.6.4.2 The Bidder/Contractor may also be required to submit certified test report(s) for each product brand that will verify complete compliance with the aforementioned ANSI/BIFMA tests. This documentation shall be supplied to the State within ten (10) business days of any request.

3.6.4.3 Failure to provide the required test information or the discovery by the State that any of the proposed products do not meet the standards listed above, will result in the State taking appropriate administrative action necessary to reject the bid or cancel the contract.

3.7 COMPLIANCE WITH OSHA

3.7.1 Work performed under this contract must comply with all appropriate OSHA standards.

3.8 GUARANTEES / EXTENDED GUARANTEES / WARRANTIES

3.8.1 The contractor shall provide manufacturer's standard warranty but shall nevertheless guarantee all items against manufacturing defects for a period of at least four (4) years from date of acceptance, even if the

manufacturer's warranty covers a shorter period. Should a defect occur, the contractor shall repair or replace item(s) at no charge to the State. Such repair or replacement shall be guaranteed by the contractor for a subsequent year. Warranties covering a longer period of time are to be listed on the attached pricing sheets.

3.8.2 The contractor shall make all repairs or render service within three (3) working days from notice by the State, regardless of geographic location.

3.8.3 The contractor shall provide any replacements within fifteen (15) working days of notification by State.

3.8.4 In the case of furniture installed under this contract, the contractor guarantees for a period of at least four (4) years from the date of final acceptance that the completed work is free from all defects due to faulty materials, installation equipment or installation workmanship and that it shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs of any damage to other parts of the system resulting from such installation defects. The State shall promptly give notice to the contractor of observed defects. In the event that the contractor fails to undertake the adjustments, repairs, corrections or other work made necessary by such defects, the State may do so and charge the contractor the cost thereby incurred.

3.8.5 The contractor's obligations hereunder are in addition to the contractor's other express or implied assurances under this contract or State law and in no way diminish any other rights that the State may have against the contractor for faulty materials, equipment or work.

3.9 DELIVERY

3.9.1 Packing for shipment shall be provided to adequately protect the product and insure safe shipment.

3.9.2 Shipping cases shall be marked to show the name of the contractor, the name and address of receiving Using Agency and State Purchase Order Number.

3.9.3 The bidder shall furnish, in the space provided on the bid pricing sheets, a delivery schedule for each type of furniture as to time required for delivery after receipt of order (ARO). The contractor must notify the Using Agency at least forty-eight (48) hours in advance of shipment so that necessary arrangements can be made. The contractor must be able to make delivery and have product available for delivery to all parts of the State. Delivery and installation must be completed within 120 days after receipt of order. A bid proposal listing a delivery schedule in excess of 120 days will be rejected.

3.9.4 All deliveries and installation work shall be performed during regular working hours, 8:00 a.m. to 4:30 p.m., Monday through Friday. Changes may be granted with written approval of the State. Any work required to be performed after regular working hours or on Saturdays, Sundays, or legal holidays, as may be reasonably required consistent with contractual obligations, shall be performed without additional expense to the State. The contractor shall obtain approval from the State for performance of work after regular working hours or non-regular workdays at least twenty-four (24) hours prior to the commencement of overtime, unless such overtime work is caused by an emergency.

3.9.5 In the event the contractor fails to meet its delivery commitments, the Director reserves the right to authorize the Using Agency to obtain furniture necessary to function properly from any available source. In such event, the order will be canceled and any difference in price shall be paid by the defaulting contractor.

3.9.6 The contractor shall be in a position to provide both platform and spotted deliveries.

A Platform Delivery shall consist of delivery to the loading dock or receiving area of a building.

A Spotted delivery shall include supply, FOB destination delivery and uncrating. At the request of the Using Agency, it shall also include putting in place, assembly, installation, making ready for use, and removal of debris.

3.9.7 Deliveries shall be made at such time and in such quantities as ordered, in strict accordance with the instructions from the Using Agency.

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

3.9.9 Product lines supplied must be strictly in accordance with those contained in the contract award.

3.9.10 It shall be the contractor's responsibility to coordinate its deliveries to the job site and interface with the trade unions. Such responsibilities shall be performed in such a manner so that no delay to progress and no additional cost to the State shall occur. The State assumes no responsibility for resolving any jurisdictional disputes with trade unions relating to the scope of the work being performed under a specific contract.

3.10 DELIVERY AND STAGING FACILITIES

3.10.1 The contractor shall be responsible for all delivery, unloading, staging, and storage of furniture, furnishing and equipment. The contractor shall notify the State seven (7) working days prior to each delivery; the State will provide specific delivery authorization within five (5) working days prior to the authorized delivery date. The contractor shall not proceed with delivery and installation until written approval to commence delivery has been received.

3.10.2 The contractor shall use a route approved by the State for delivery, unloading, staging and storage at the project site.

3.10.3 The State shall be responsible for providing from delivery to final placement, that the site shall be free of unanticipated obstacles, which might unreasonably impede the contractor during the delivery and installation of the work, but the State shall not be responsible for correcting obstacles, which were reasonably anticipatable at the time of execution of the contract.

3.11 DELAY OF PROJECT - STORAGE OF PRODUCT

3.11.1 In the event the delivery and installation schedule approved by the State is delayed by events beyond the control of the State, the State shall provide prompt and timely notice, in writing, to the contractor. Prompt and timely notice is defined as written notice being provided the contractor as soon as the delay becomes fully known to the State.

3.11.2 Upon receipt of this notice of delay, the contractor shall be responsible for rescheduling delivery and installation or, if unable to do so, for storage and all associated storage costs for a period of up to and including sixty (60) days after the original State-approved delivery and installation schedule.

3.11.3 The Using Agency shall be responsible for such storage costs that exceed the sixty (60) day time period. When this is the case, the contractor shall provide a proposal covering a justifiable monthly charge that can be verified to cover these costs.

3.11.4 Request for a time extension, by the contractor caused by events beyond its control that will exceed the State-approved delivery and installation schedule, must be submitted in writing to the State to receive written approval. If the contractor's revised delivery and installation schedule is unacceptable to the State, the State may elect to invoke the "Remedies for Non-Performance" as detailed in **Section 5.9** of this RFP.

3.12 FURNITURE SELECTION AND LAYOUT (DESIGNER SERVICE)

3.12.1 The contractor shall provide the State at no additional cost, on an-as-required basis, the necessary engineering, design and layout services required by Using Agencies when requesting a proposal against this contract.

3.12.2 The contractor shall submit with its bid proposal response to this RFP, a brief narrative description of the designer services available.

3.13 RESPONSIBILITY OF THE CONTRACTOR

3.13.1 The contractor shall be responsible for the performance of all work under this contract.

3.13.2 The contractor shall be responsible to the Director for the acts and omissions of its employees, agents and/or subcontractors.

3.13.3 The contractor shall be responsible for any damages to buildings or individuals as a result of delivery and installation; also for all damage or destruction, both temporary and permanent, caused directly or indirectly by its operations to all parts of the project, and to all adjoining property.

3.14 SAFETY PRECAUTIONS AND PROGRAMS

3.14.1 The contractor shall, at its own expense, protect all finished work subject to damage from subsequent work and keep the same protected until the project is completed and accepted.

3.14.2 In order to protect the lives and health of its employees, the contractor shall comply with all applicable statutes and pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc. and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract.

3.14.3 The contractor shall visit the installation site to observe actual field conditions prior to commencing installation, when required, so as to verify actual conditions against approved installation order entry drawings.

3.14.4 The contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

3.15 SUPERVISION, INSTALLATION PROCEDURES, CONTRACTOR PERSONNEL

The contractor shall provide the following installation services:

3.15.1 All receiving, uncrating, assembly and installation of all furniture at site.

3.15.2 Performance and completion of work in accordance with the work schedule developed with the Using Agency.

3.15.3 Supervision and direction of the work site responsibility for all construction means, methods, techniques, sequences and procedures and for coordination of all portions of the work under the contract.

3.15.4 The contractor shall employ a full-time competent supervisor and necessary foreman and assistants, who shall be in attendance at the project site during progress of the work. The supervisor shall represent the contractor and all communications given to the supervisor shall be binding as if given to the contractor.

3.15.5 Each contractor shall employ qualified competent craftsmen in their respective lines of work.

3.15.6 If any personnel, standby or otherwise, due to a trade agreement or collective bargaining agreement, are required to supervise equipment installation or are needed for any other purpose during normal working hours, the contractor normally employing the trade is required to provide such standby services. The contractor shall evaluate and include the costs thereof in its bid price and shall provide the services without additional charge.

3.15.7 All personnel must observe all regulations in effect at the State Agency. While on State property, employees shall be subject to control of the State, but under no circumstances shall such persons be deemed to be employees of the State. The contractor or its personnel shall not represent themselves as the employees of the State.

3.15.8 The Director may request both the contractor and/or the subcontractor to transfer from the work crew employees who are found to be incompetent and/or otherwise unacceptable.

3.15.9 The contractor shall be responsible for ensuring that all articles found by its employees in or near the premises are turned in at a designated place.

3.15.10 The contractor shall furnish each employee, with an identification card, which shall contain, at a minimum, the employee's name and the name of the contractor's firm. The purpose of the I.D. card is for comparison with the list submitted by the contractor. If possible, a photo identification card would be desirable.

3.14.11 The contractor shall prohibit its employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official State use.

3.15.12 All contractors' employees shall be subject to such security clearance as the Director or Using Agency shall require.

3.15.13 The contractor shall require its employees to comply with all instructions issued by the Director or Using Agency pertaining to conduct and building regulations.

3.15.14 The contractor shall supply all materials and tools necessary to perform its services.

3.15.15 The contractor shall be responsible for all safety precautions while performing the work. After all work is completed, the area shall be free from any soil or waste of any nature caused by the contractor during the performance of its services.

3.16 STORAGE, CLEANING AND FINAL CLEAN UP

3.16.1 The contractor shall confine its apparatus, the storage of its equipment, tools and materials, and its operations and workers to areas permitted by law, ordinances, permits, contract limit lines as established in the contract documents, the rules and regulations of the Using Agency, or as ordered by the Director, and shall not unreasonably encumber the site or the premises with its materials, tools and equipment.

3.16.2 The contractor shall at all times during the progress of the work keep the premises and the job site free from the accumulation of all refuse, rubbish, scrap materials and debris caused by the operations, so that at all times the premises and site shall present a neat, orderly and workmanlike appearance. This is to be accomplished as frequently as is necessary by the removal of such material, debris, etc. from the site. Loading, cartage, hauling and dumping will be at the contractor's expense. Trash materials and debris shall be removed on a daily basis. State or Using Agency dumpsters are not to be used for this purpose.

3.16.3 At the completion of the work, the contractor shall remove all its tools, construction equipment, machinery, temporary staging, falsework, formwork, shoring, bracing, protective enclosures, scaffolding, stairs, chutes, ramps, runways, hoisting equipment, elevators, derricks, cranes, etc., from the project site.

3.16.4 The contractor shall remove all marks, etc., undesirable stains, fingerprints, other soil, dust or dirt from painted, decorated or stained woodwork, plaster or plasterboard, metal acoustic tile, equipment surfaces, and workstations.

3.16.5 Should the contractor not promptly and properly discharge its obligation relating to cleaning and final clean up, the State shall have the right to employ others and to charge the cost thereof to the contractor after first giving the contractor a three (3) working day written notice of such intent. Further, payment will be withheld until the area is deemed acceptable by the State.

3.16.6 All equipment, materials or supplies of any kind, character or description of value belonging to the contractor which remain on the job site for more than thirty (30) days from the date of the certificate of final acceptance and completion issued by the State to the contractor, shall become the absolute property of the State. It will be disposed of in any manner the State shall deem reasonable and proper.

3.16.7 On-site open burning of rubbish, garbage, trade waste, leaf or plant life is strictly prohibited in accordance with New Jersey Air Pollution Control Code as issued by N.J.D.E.P.

3.17 CONTRACTOR ACCESS

3.17.1 The contractor shall have rights of access to those areas of the site designated as work areas.

3.17.2 The contractor shall cooperate with and not interfere with any other contractor engaged by the State to perform services at the site. It is the contractor's responsibility to resolve, before work commences, any actual or probable jurisdictional disputes which do or may arise. This responsibility extends to relations between and among all trades during any time that work within the scope of this contract is being performed at the site and/or when trade union members are present.

3.17.3 The contractor shall not enter other areas of the site without permission of the State.

3.17.4 The Using Agency reserves the right to enter upon the premises at any and all times during the progress of the work and may allow others to do so for the purpose of conducting any routine or specific work related to these specifications.

3.18 INSPECTION AND ACCEPTANCE OF WORK

3.18.1 The State shall at all times have access to the work whether it is in preparation or in progress, and the contractor shall provide proper facilities for such access and for inspection. The Director reserves the right to employ the services of a professional consultant for any phase of the work as may be deemed to be in the best interest of the State. The contractor shall cooperate with consultants and provide access to work and facilities for inspections.

3.18.2 All materials and equipment used in the construction of the project shall be adequately tested according to the standards of the trade, or as required by the State, all at the expense of the contractor, unless otherwise provided herein.

3.18.3 The State shall inspect the work upon delivery at mutually agreeable times. Such inspections are for the sole purpose of identifying the product and equipment and verifying the quantities ordered to provide a basis for payment to the contractor. Such inspections shall not be construed as final or as constituting acceptance of or taking charge or control over the product or equipment. If there are any apparent defects, damage, deficiencies or failure to conform to the contract documents, the contractor, upon notice from the State, shall promptly remedy the same at its own expense.

3.18.4 Notwithstanding any otherwise applicable provision of law or any such inspections or any payment on account for materials, furniture, furnishings and equipment delivered, receipt shall not be construed as acceptance of any product or equipment prior to installation and completion unless specifically accepted in writing by the State.

3.18.5 If any work which has been previously accepted, specifically or by the making of payment on partial completion, is found to have defects, damage, deficiencies, or fails to conform to the contract documents, for any cause not attributable to the State, the Agency or its employees, the State may revoke its acceptance. Such revocation shall be made by giving prompt notice of such conditions to the contractor, and the contractor shall promptly remedy the situation at its own expense.

3.18.6 If the State determines that any work requires special inspection, testing, or approval, the State will instruct the contractor to order such special inspection, testing or approval at no additional cost to the State. If such special inspection or testing reveals failure of the work to comply with the requirements of the contract, the State can reject such work and incur no cost relating to such work.

3.19 MANUFACTURER'S CATALOGS, PRICE LIST, AND WRITTEN CONTRACT PRICE QUOTATION TO AGENCIES

3.19.1 After contract award, the contractor shall furnish, upon request, copies of manufacturers' catalogs and published price lists identical to those submitted with its bid proposal to all State and local agencies requesting same at no additional cost.

3.19.2 If solicited, a contractor must provide a written quotation on its letterhead or proposal form. A quotation submitted by a contractor's representative (i.e. dealer, distributor, etc.) may be on the representative's letterhead or proposal form, but must list the contractor's complete name, address, phone number and a representative from the contractor's staff to contact for information concerning the proposal. All proposals must be signed, and include, at a minimum, the following:

3.19.2.1 Product Identity - Name of manufacturer

3.19.2.2 The contract number and contract line from which the product and pricing are derived.

3.19.2.3 Detailed listing of all units to be delivered and placed by model/part number/description and unit list price for each item, identified with page number reference to the contract price list. Optional accessory parts are to be listed within description.

3.19.2.4 The quantity and extended list price for each unit shall be totaled and appropriate discount applied to the grand total within a specific product line and contract.

3.19.2.5 A schedule that will define the manufacturing cycle, start of delivery, installation and completion.

3.19.2.6 Floor layout(s) of the product installation that will serve as installation/order entry drawings, requiring approval by the State for code compliance.

3.19.2.7 A separate proposal, conforming to above format, for each specific Agency as requested.

3.19.3 Vouchers submitted for payment must also list the information listed above.

3.19.4 NOTE: Quotations or invoices submitted that do not comply with the criteria listed above will be subject to rejection and may require re-submission before the order document can be issued or the payment processed. This information can be found in the State Notice of Term Contract Award (NOA).

3.20 QUANTITIES

3.20.1 The Director reserves the right to order any quantity necessary to meet the Using Agency's requirements. However, no guarantee is made by the Director to purchase any amount of product from any contractor.

3.20.2 The State reserves the right to bundle orders for contract items in order to take advantage of the highest applicable volume discount levels for a manufacturer's brand line. This may involve items contained under other contracts held by a contractor for the same manufacturer's brand line. For the purpose of this RFP, however, there is no requirement for a bidder to be a contractor on other contracts.

3.21 REPLACEMENT OF UNSATISFACTORY PRODUCT

3.21.1 In the event the product supplied is, in the opinion of the State, not giving satisfactory performance or requires an excessive amount of remedial maintenance, the contractor shall remove and replace the defective unit(s) as per the original RFP specifications. This will be done within ten (10) days after receiving written notice from the State. There will be no cost to the State. Failure to comply may result in the said unit(s) being canceled from the contract and similar units obtained from another contract vendor with transportation and installation costs borne by the original contractor.

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder must follow instructions contained in this RFP and in the bid cover sheet on preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The first page (face) of this RFP shall be signed by an authorized representative of the bidder. However, if the bidder is a limited partnership, the first page (face) of this RFP must be signed by a general partner. If the bidder is a joint venture, the first page (face) of this RFP must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

Pricing and information sheets must be completed in their entirety. Failure to comply with this requirement may result in rejection of the bid proposal.

No changes or white outs will be permitted on the specification sheets, unless each change is initialed and dated in ink by the bidder.

4.2 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 cover sheet. Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals. State regulation mandates that late bid proposals are ineligible for consideration. **THE EXTERIOR OF ALL BID RESPONSE PACKAGES MUST BE LABELED WITH THE BID IDENTIFICATION NUMBER, FINAL BID OPENING DATE AND THE BUYER'S NAME.** All of this information is set forth at the top of the RFP cover sheet.

4.3 NUMBER OF BID PROPOSAL COPIES

Each bidder must submit one (1) complete ORIGINAL bid proposal, clearly marked as the "ORIGINAL" bid proposal. Each bidder should submit two (2) exact copies of the original. Bidders failing to provide the requested number of copies will be charged the cost incurred by the State to produce the required number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 PROPOSAL CONTENT

The bid proposal should be submitted in one volume and that volume divided into four (4) sections as follows:

- Section 1 - Forms (Section 4.4.1)

CONTENTS	RFP SECTION REFERENCE	COMMENTS
Forms	Cover sheet	Completed and signed cover sheet (Page 3 of this RFP)
	4.4.1.1	Ownership Disclosure Form (Attachment 1)
	4.4.1.2	MacBride Principles Certification (Attachment 2)
	4.4.1.3	Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate (Attachment 3)
	Appendix 1 - 1.1 of the Standard Terms & Conditions	Business Registration from Division of Revenue

4.4.1 SECTION 1 – FORMS

4.4.1.1 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation or partnership, the bidder must complete the attached Ownership Disclosure Form. A 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 attached as [Attachment 1](#) to this RFP.

4.4.1.2 MACBRIDE PRINCIPLES CERTIFICATION

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another vendor.

The MacBride Principles Certification Form is attached as [Attachment 2](#) to this RFP

4.4.1.3 AFFIRMATIVE ACTION

The bidder must 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 valid and binding contract.

The Affirmative Action Forms are attached as [Attachment 3](#) to this RFP

4.4.2 SUBMITTALS

4.4.2.1 MANUFACTURER'S PRICE LISTS AND DESCRIPTIVE LITERATURE

The latest published price list of each manufacturer represented in the bidder's bid proposal, and listing the discount to apply on the entire brand line must be submitted with the bid proposal in order to be considered. Failure to submit the latest published price list will be cause for rejection of the bid proposal for that manufacturer brand line only.

Only the current dated preprinted published manufacturer's price list will be considered for award. The current dated price list will be that price list with the latest preprinted date submitted by any bidder responding to this RFP for the product line offered. Bids utilizing outdated price lists will be rejected. The effective date of the price list offered must be prior to the bid opening date of the RFP.

In cases where two or more price lists are identical in price and item listing, but differ in date, the price list containing the latest preprinted date will be evaluated as being the current price list. The State's determination in this regard shall be final.

The State reserves the right to obtain from the manufacturer, the price list to be used for bid evaluation. Should this occur, the bidder will be afforded the opportunity to accept the manufacturer's price list for the contract or withdraw its bid proposal.

All price lists submitted must be properly labeled, indicating the bidder's name, address and bid number.

NOTE: Do not submit catalog(s) at this time. Catalog(s) are to be available within five (5) calendar days if requested by the State. However, if your catalog is your firm's price list, it must be submitted as part of your bid proposal.

In addition to the above requirements, bidders should also submit their price list in the form of a CD in PDF or text format. However, the preprinted hard copy paper price list must be included with the bid proposal.

NOTE: The State may upload the CD to the internet in order to facilitate user ordering from the contract. If the CD is uploaded, the contractor will NOT have to provide the Using Agency with a hard copy of the preprinted price list(s), and the contractor will not have to verify pricing and/or products.

4.4.2.2 PRICE SCHEDULE

Fill in the price sheet completely, providing all the information requested, including delivery schedule (Refer to Section 4.4.4 of this RFP.)

4.4.2.3 MANUFACTURER'S CERTIFICATION

All bidders submitting a bid proposal in response to this RFP must submit written certification from each manufacturer represented in its bid proposal, stating that it is an authorized dealer for the entire State of New Jersey, in accordance with **Section 3.2** of this RFP.

4.4.2.4 PLAN OF ACTION

The bidder must submit a "plan of action" for EACH manufacturer's product line submitted. If awarded the contract, the bidder will be contractually required to provide the manufacturer's product line being bid among users throughout the entire State. The "plan of action" will provide the number of delivery and installation crews

available for such work, along with any other relevant information to show the bidder's capability to perform the necessary duties to completely and competently fulfill contract requirements.

4.4.2.5 BIDDER DATA SHEET/REFERENCE DATA SHEET/MANDATORY CONTRACTOR DATA SHEET, TERMINATED CONTRACTS

Bidder must provide all the information requested by completing all sheets (Refer to Section **4.4.2.6, 4.4.2.7 and 4.4.2.8** of this RFP.)

4.4.2.6 BIDDER DATA SHEET

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly note here that it is doing so:

1. Name of individual that may be contacted at all times if information, service, or problem solving is required by the using agency. This service shall be available at no additional charge.

(PLEASE PRINT OR TYPE)

Name: _____

Address: _____

City, State: _____

Telephone Number: _____ Fax Number: _____

2. Years of this individual's experience in servicing similar accounts: _____

3. Identify the similar accounts this individual has serviced:

- 4.(a) Number of technically trained personnel available for assisting State personnel in selection, layout and design service of furniture: _____

(b) Number of sales personnel covering the State of New Jersey: _____

5. Location of bidder's facility where bidder's furniture line may be inspected: (if different from #1):

Firm Name: _____

Street Address: _____

City/State: _____

Phone Number: _____

6. Sales and Service Coverage

Contact name, address and telephone numbers of the location(s) from which maintenance support will be provided:

Contact: _____
Street Address: _____
City/State: _____
Phone Number: _____

Bidders are to provide sales and maintenance services for the entire State in order to be considered for award.

4.4.2.7 REFERENCE DATA SHEETS - SATISFACTORY CUSTOMER SERVICE

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly state here that it is doing so:

Supply the name(s) of present customers you are servicing for contracts of a similar size and scope to those required by this RFP. The State reserves the right to visit these locations and verify production.

1. Name of customer provided as reference: _____

Name of individual State may contact to verify reference:

1st individual: _____ Phone # of contact person: _____

2nd individual: _____ Phone # of contact person: _____

Length of time services provided by the bidder to this customer: _____

2. Name of customer provided as reference:

1st individual: _____ Phone # of contact person: _____

2nd individual: _____ Phone # of contact person: _____

Length of time services provided by the bidder to this customer: _____

3. Name of customer provided as reference

1st individual: _____ Phone # of contact person: _____

2nd individual: _____ Phone # of contact person: _____

Length of time services provided by the bidder to this customer: _____

4.4.2.8 MANDATORY CONTRACTOR DATA SHEET - TERMINATED CONTRACTS

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly state here that it is doing so:

Provide a list of contracts, if any, your firm has been terminated from during the last three years along with the reason that your contract was terminated. List name of contact person and phone number of the firm which terminated your firm's contract.

1. Name of Firm: _____

Contact Person: _____

Phone Number: _____

Reason for Termination: _____

2. Name of Firm: _____
Contact Person: _____
Phone Number: _____
Reason for Termination: _____

3. Name of Firm: _____
Contact Person: _____
Phone Number: _____
Reason for Termination: _____

4.4.2.9 BANK REFERENCES

The bidder shall include with its bid proposal a reference from the bidder's primary bank.

4.4.3 COST PROPOSAL

The bidder must submit its pricing using 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.

4.4.4 PRICE SHEETING INSTRUCTIONS

4.4.4.1 Bidders shall provide, for each manufacture/brand bid, the following information: Manufacturer/Brand Line, Price list Number/Name and date, the discount from the list, the delivery schedule in days ARO and the warranty period if more than **four (4) years**. Failure to provide this information on the attached pricing sheets

provided will be cause for rejection of your bid proposal for that manufacturer/brand line only. All pricing sheets must be attached to the bid documentation.

4.4.4.2 Note: Using a statement i.e. "See Attached" and/or listing price lists that do not apply to this RFP will be cause for rejection of your bid proposal.

4.4.4.3 Bidders shall assess their manufacture/product lines and include only those manufacture/product lines reflecting the needs of the State as identified herein.

4.4.4.4 The bidder must bid all lines in a brand grouping in order to be considered for that brand grouping only. All prices and discounts must be firm for the entire period of the contract.

4.4.4.5 Discounts

4.4.4.5.1 Discounts are to be applied against the price list submitted with the bid proposal and must be indicated in the spaces provided on the attached price sheet(s). Only the dollar amounts specified on the price sheets are to be used.

4.4.4.5.2 Increases in the discount rate during the contract term are acceptable and shall remain in effect for the remainder of the contract term.

4.4.4.5.3 The bidder shall offer a percentage discount off list prices from manufacturer's current published price list. Price lists submitted with the bid proposal shall apply for the term of the contract. Out-dated price lists will be rejected.

4.4.4.5.4 Multiple, plus and minus and/or chain discounts will not be acceptable.

4.4.4.5.5 Bidders are to submit one discount for each dollar range within a brand grouping. The identical brand line must be offered for each three (3) line groupings.

4.4.4.5.6 "Sticker" changes are not acceptable and will not be considered in the evaluation. All discounts submitted are off the printed prices listed in the price list.

4.4.4.5.7 Dollar ranges are listed on the price sheet for bidders to include quantity discounts. Only the dollar ranges listed on the price sheet will be acceptable.

4.4.5 SAMPLES

If requested to do so, the bidder will be required to submit a non-returnable sample(s) of the item(s) offered in the bid proposal. The sample shall represent the exact product the bidder offers to furnish if awarded the contract. Requested samples will be tested to determine compliance with all needs of the Using Agency.

Failure to submit requested sample(s) may result in the rejection of the bid. Delivery instructions will be sent to those required to submit samples, including the date, time and place for the submission of the sample(s).

When the sample(s) is released, the bidder will be notified with specific pick-up instructions. Samples not removed in accordance with the instructions will relieve the State of New Jersey of all responsibility for the sample(s).

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL STANDARD 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 Standard Terms and Conditions of the RFP, which are attached as Appendix 1.

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

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

5.2 BUSINESS REGISTRATION

See Standard Terms & Conditions, Appendix 1, Section 1.1.

5.3 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of two (2) years. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP. 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, one-year periods, by the mutual written consent of the contractor and the Director.

5.4 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 one hundred twenty (120) days beyond the expiration date of the contract.

5.5 AVAILABILITY OF FUNDS

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

5.6 CONTRACT AMENDMENT

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

5.7 PROCEDURAL REQUIREMENTS AND AMENDMENTS

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

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

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

5.8 ITEMS ORDERED AND DELIVERED

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

The contract involves items, which are necessary for the continuation of ongoing critical State services. Any delay in delivery of these items would disrupt State services and would force the State to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the State's ongoing needs.

5.9 REMEDIES FOR NON-PERFORMANCE

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State administrative code. In this event, the Director may authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

5.10 CONFORMITY

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

5.11 SANITARY CONDITIONS

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

5.12 PACKAGING

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

5.13 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as listed in paragraph 3.19 of this RFP's standard terms and conditions, the contractor must provide, on a yearly basis, to the Purchase Bureau buyer assigned, a record of all purchases made under its contract.

This information must be provided in a tabular format such that an analysis can be made to determine the following:

- Name of the Using Agency indicating whether the ordering agency is a State agency or a political subdivision (non-State Agency).
- City and zip code for each site.
- A listing of models installed, including a description and/or product/model number for each location listed.
- The contract price for each item sold against the contract.
- The name of the contact person.
- The phone number of the contact person.
- A purchase summary showing the total quantity of each model installed with total dollar amounts.

Submitting copies of purchase orders, confirmations, or invoices for all items does not fulfill the contract requirements.

A sample report, generated from the specifications stated within this section, should be submitted with the bid proposal. If not submitted, the Purchase Bureau will require submission within seven (7) days after intent to award to the bidder. If the sample is not provided within the seven (7) day period, the intent to award will be rescinded. This sample will not be part of the bid evaluation. It will be used as an indicator of the bidder's level of understanding regarding the requirements of the submission of a fully accountable contract activity report. The sample report must contain at least four "purchases". It must contain one "purchase" by a State Agency, one by a Quasi-State Agency, and two "purchases" by Cooperative Purchasing Partners. The "purchases" for the sample report may be from actual invoices or be totally fictitious. The sample reports are to be used as a demonstration of the bidder's understanding of the report process only. If the methods and/or information included with the sample report is/are deemed deficient, the awarded bidder will be instructed as to what changes are needed to satisfy all of the Purchase Bureau requirements. The actual reports, which are to be submitted semi-annually after the contracts have been awarded, must provide all of the information as required by the Purchase Bureau.

Failure to provide this information in the appropriate format, as requested, may be cause for not awarding future contracts to the contractor.

Contractors are encouraged to submit the required information in electronic spreadsheet format. The Purchase Bureau uses Microsoft Excel.

After the submission of bid proposals, 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 to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

6.0 PROPOSAL EVALUATION/CONTRACT AWARD

6.1 AWARD PROCEDURES

For a product bid that has been determined to be in compliance with this RFP, the contract shall be awarded on the basis of the following criteria, not necessarily listed in the order of importance:

6.1.1 Price/Discounts. Bidders will be cost ranked by the discounts offered which will result in the lowest net prices to the State for each manufacturer's line the bidder has selected. The spotted discounts for the four dollar ranges will be averaged for the evaluation process. In the event of a tie, the first dollar range shall be the tie-breaker.

Note: Only those brands that have been deemed as standardized manufacturers can be bid. These manufacturers are listed in Section 3.2 of this RFP. This contract is for hospital and geriatric furniture purchases only.

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 Adequacy of sales staff and qualified furniture design and engineering consultants to assist using agency personnel with selection and design services.

6.1.5 Responsiveness of the bidder with respect to the published price list(s) submitted. They should be adequate for the evaluators to analyze the bid proposal.

6.1.6 Delivery schedule as listed in the bid proposal.

6.1.7 Sales and service coverage on a Statewide basis.

6.1.8 Brand line coverage - No awards will be made on a line (single) item basis. It is not considered to the advantage of the State to award a contract for single items. A single discount should be given for each dollar range listed. All prices and discounts must be firm for the entire two (2) year period of the contract. The State will only award a contract(s) to a firm(s) that is capable of providing sales, warranty service, and delivery to the entire State.

6.1.9 No one brand is guaranteed a contract simply by qualifying under the criteria specified in N.J.S.A. 52:34 – 12.1. A brand that has qualified under the terms of the Statute has gained the right to be eligible for a contract award with the State of New Jersey, not a guarantee to be awarded a contract.

The Purchase Bureau will evaluate the percentage of discount offered in the bid proposal against the percentage of discount offered for the identical brand under the current in-place New Jersey State Contract. It will also be evaluated against the brand's federal GSA contract discount, other current NJ State Contracts' discounts, the discounts offered on contracts currently in use in other states, an average of all brands bidding within this contract or any combination thereof. Brands that have discounts that are considered unacceptably low, may be deemed as not being in the best interest of the State, and as such may not be awarded a contract. The State will make the final determination on the suitability of all discounts.

6.2 CONTRACT AWARD

One award will be made for each manufacturer brand as identified in Section 3.2 of this RFP, with reasonable promptness by written notice to those responsible bidders whose bids, conforming to this RFP will be most advantageous to the State, price and other factors considered. Any or all bids may be rejected when the State Treasurer or the Director determines that it is in the public interest so to do.

The State reserves the right to award contracts to bidders who agree to service and make delivery to the entire State.

In the event multiple bidders are utilizing the same general catalog/price list but under a different title the award shall be given to the bidder offering the best discount for the brands marked in the manner described above. The State will determine where this is applicable.

6.3 ORAL PRESENTATION

Bidders submitting a bid proposal may be required to give an oral presentation of the bid proposal to the buyer. This will provide an opportunity for the bidder to clarify or elaborate on its bid proposal but will in no way change the bidder's original bid proposal. The Purchase Bureau will schedule the time and location of these presentations.

7.0 APPENDICES

APPENDICES

1. [New Jersey Standard Terms and Conditions](#)
2. [Set-Off for State Tax Notice](#)

APPENDIX 1 NJ STATE STANDARD TERMS AND CONDITIONS

STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS

- I. Unless the bidder is specifically instructed otherwise In the Request for Proposal, the following terms and conditions 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 the Request for Proposal (RFP) and should be read in conjunction with same unless the RFP specifically indicates otherwise. If a bidder proposes changes or modifications or takes exception to any of the State's terms and conditions, the bidder must so state specifically in writing in the bid proposal. Any proposed change, modification or exception in the State's terms and conditions by a bidder will be a factor in the determination of an award of a contractor purchase agreement.
- II. All of the State's terms and conditions will become a part of any contract(s) or order(s) awarded as a result of the Request for Proposal, whether stated in part, in summary or by reference. In the event the bidder's terms and conditions conflict with the State's, the State's terms and conditions will prevail, unless the bidder is notified in writing of the State's acceptance of the bidder's terms and conditions.
- III. The statutes, laws or codes cited are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.
- IV. If awarded a contract or purchase agreement, the bidder's status shall be that of any independent principal and not as an employee of the State.

1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

- 1.1 **BUSINESS REGISTRATION** - All New Jersey and out of State Corporations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey. Proof of valid business registration with the Division of Revenue, Department of the Treasury, State of New Jersey, should be submitted by the bidder and, if applicable, by every subcontractor of the bidder, with the bidder's bid. No contract will be awarded without proof of business registration with the Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG. can be filed online at <http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity>
- 1.2 **ANTI-DISCRIMINATION** - All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.
- 1.3 **PREVAILING WAGE ACT** - The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act.
- 1.4 **AMERICANS WITH DISABILITIES ACT** - The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101 et seq.
- 1.5 **THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.
- 1.6 **OWNERSHIP DISCLOSURE** - Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.
- 1.7 **COMPLIANCE - LAWS** - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.
- 1.8 **COMPLIANCE - STATE LAWS** - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.
- 1.9 **COMPLIANCE - CODES** - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.

2. LIABILITIES

- 2.1 LIABILITY - COPYRIGHT** - The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.
- 2.2 INDEMNIFICATION** - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.
- 2.3 INSURANCE** - The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The contractor shall provide the State of New Jersey with current certificates of insurance for all coverages and renewals thereof which must contain the proviso that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to:

STATE OF NEVV JERSEY
Purchase Bureau - Bid Ref.#

The insurance to be provided by the contractor shall be as follows.

- a. General liability policy as broad as the standard coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include:
1. BROAD FORM COMPREHENSIVE GENERAL LIABILITY
 2. PRODUCTS/COMPLETED OPERATIONS
 3. PREMISES/OPERATIONS

The limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

- b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily Injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than

\$100,000 BODILY INJURY, EACH OCCURRENCE
\$100,000 DISEASE EACH EMPLOYEE
\$500,000 DISEASE AGGREGATE LIMIT

3. TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU

- 3.1 CONTRACT AMOUNT** - The estimated amount of the contract(s), when stated on the Advertised Request for Proposal form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.
- 3.2 CONTRACT PERIOD AND EXTENSION OPTION** - If, in the opinion of the Director of the Division of Purchase and Property, it is in the best interest of the State to extend an contract entered into as a result of this Request for Proposal, the contractor will be so notified of the Director s Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the contract. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

3.3 BID AND PERFORMANCE SECURITY

- a. Bid Security - If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17: 12- 2.4. Acceptable forms of bid security are as follows:
1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.
 2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:

- a. Issue an award notice for those offers accepted by the State;
- b. Return all bond securities to those who have not been issued an award notice.

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc. If the contractor fails to execute the required contractual documents and bonds within thirty (30) calendar days after receipt of award notice, the contractor may be found in default and the contract terminated by the State. In case of default, the State reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the New Jersey Administrative Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

- b. Performance Security - If performance security is required, the successful bidder shall furnish performance security in such amount on any award of a term contractor line item purchase, see N.J.A.C. 17: 12- 2.5. Acceptable forms of performance security are as follows:
 - 1. The contractor shall be required to furnish an irrevocable security in the amount listed in the Request for Proposal payable to the Treasurer, State of New Jersey, binding the contractor to provide faithful performance of the contract.
 - 2. The performance security shall be in the form of a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

The Performance Security must be submitted to the State within 30 days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit performance security may result in cancellation of contract for cause pursuant to provision 3.5b,1, and nonpayment for work performed.

3.4 VENDOR RIGHT TO PROTEST - INTENT TO AWARD - Except in cases of emergency, bidders have the right to protest the Director's proposed award of the contract as announced in the Notice of Intent to Award, see N.J.A.C. 17:12-3.3. Unless otherwise stated, a bidder's protest must be submitted to the Director within 10 working days after receipt of written notification that his bid has not been accepted or that an award of contract has been made. In the public interest, the Director may shorten this protest period, but shall provide at least 48 hours for bidders to respond to a proposed award. In cases of emergency, stated in the record, the Director may waive the appeal period. See N.J.A.C. 17: 12- 3 et seq.

3.5 TERMINATION OF CONTRACT

- a. Change of Circumstances

Where circumstances and/or the needs of the State significantly change, or the contract is otherwise deemed no longer to be in the public interest, the Director may terminate a contract entered into as a result of this Request for Proposal, upon no less than 30 days notice to the contractor with an opportunity to respond.

In the event of such termination, the contractor shall furnish to the using agency, free of charge, such reports as may be required,

- b. For cause:
 - 1. Where a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seq., the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
 - 2. Where a contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping etc., so that the Director is repeatedly required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
- c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.
- d. In the event of termination under this section, the contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

3.6 COMPLAINTS - Where a bidder has a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to 3.5b a bidder may be bypassed for this award. See N.J.A.C. 17:12-2.8.

3.7 EXTENSION OF CONTRACT QUASI-STATE AGENCIES - It is understood and agreed that in addition to State Agencies, Quasi-State Agencies may also participate in this contract. Quasi-State Agencies are defined in N.J.S.A. 52:27B-56.1 as 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.

3.8 EXTENSION OF CONTRACTS TO POLITICAL SUBDIVISIONS, VOLUNTEER FIRE DEPARTMENTS AND FIRST AID SQUADS, AND INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION - N.J.S.A. 52:25-16.1 permits counties, municipalities and school districts to participate in any term contract(s), that may be established as a result of this proposal.

N.J.S.A. 52:25-16.2 permits volunteer fire departments, volunteer first aid squads and rescue squads to participate in any term contract(s) that may be established as a result of this proposal.

N.J.S.A. 52:25-16.5 permits independent institutions of higher education to participate in any term contract(s) that may be established as a result of this proposal, provided that each purchase by the Independent Institution of higher education shall have a minimum cost of \$500.

In order for the State contract to be extended to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education the bidder must agree to the extension and so state in his bid proposal. The extension to counties municipalities, school districts, volunteer fire departments, first aid squads and Independent Institutions of higher education must 'be under the same terms and conditions, including price, applicable to the State.

3.9 EXTENSIONS OF CONTRACTS TO COUNTY COLLEGES - N.J.S.A. 18A:64A - 25. 9 permits any college to participate in any term contract(s) that may be established as a result of this proposal.

3.10 EXTENSIONS OF CONTRACTS TO STATE COLLEGES - N.J.S.A. 18A:64- 60 permits any State College to participate in any term contract(s) that may be established as a result of this proposal.

3.11 SUBCONTRACTING OR ASSIGNMENT - The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.

In the event the bidder proposes to subcontract for the services to be performed under .the terms of the contract award, he shall state so in his bid and attach for approval a list of said subcontractors and an Itemization of the products and/or services to be supplied by them.

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the State.

3.12 MERGERS, ACQUISITIONS - If, subsequent to the award of any contract resulting from this Request for Proposal, the contractor shall merge with or be acquired by another firm, the following documents must be submitted to the Director, Division of Purchase & Property.

- a. Corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.
- b. State of New Jersey Bidders Application reflecting all updated information including ownership disclosure, pursuant to provision 1.5.
- c. Vendor Federal Employer Identification Number.

The documents must be submitted within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in termination of contract pursuant to provision 3.5b.

If subsequent to the award of any contract resulting from this Request for Proposal, the contractor's partnership or corporation shall dissolve, the Director, Division of Purchase & Property must be so notified. All responsible parties of the dissolved partnership or corporation must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment should be made until all parties to the dissolved partnership or corporation submit the required documents to the Director.

3.13 PERFORMANCE GUARANTEE OF BIDDER - The bidder hereby certifies that:

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.

- c. All new machines are to be guaranteed as fully operational for the period stated in the Request For Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.
- d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
- f. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

3.14 DELIVERY GUARANTEES - Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the Request for Proposal.

The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice.

Items delivered must be strictly in accordance with the Request for Proposal.

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the Request for Proposal, the using agency may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.

3.15 DIRECTOR'S RIGHT OF FINAL BID ACCEPTANCE - The Director reserves the right to reject any or all bids, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie bids will be awarded by the Director in accordance with N.J.A.C.17:12-2.1D.

3.16 BID ACCEPTANCES AND REJECTIONS - The provisions of N.J.A.C. 17:12-2.9, relating to the Director's right, to waive minor elements of non-compliance with bid specifications and N.J.A.C. 17: 12- 2.2 which defines causes for automatic bid rejection, apply to all proposals and bids.

3.17 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES - The State reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.

The State may also consult with clients of the bidder during the evaluation of bids. Such consultation is intended to assist the State in making a contract award which is most advantageous to the State.

3.18 STATE'S RIGHT TO REQUEST FURTHER INFORMATION - The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the, bidder s financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain, in detail, how the bid price was determined.

3.19 MAINTENANCE OF RECORDS - The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the, State upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.

4. TERMS RELATING TO PRICE QUOTATION

4.1 PRICE FLUCTUATION DURING CONTRACT - Unless otherwise noted by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director of Purchase and Property must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions will result in cancellation of contract for cause, pursuant to provision 3.5b.1.

4.2 DELIVERY COSTS - Unless otherwise noted in the Request for Proposal, all prices for items in bid proposals are to be submitted F.O.B. Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's using agency or designated purchaser.

F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.

4.3 C.O.D. TERMS - C.O.D. terms are not acceptable as part of a bid proposal and will be cause for rejection of a bid.

4.4 TAX CHARGES - 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.

4.5 PAYMENT TO VENDORS - Payment for goods and/or services purchased by the State will only be made against State Payment Vouchers. The State bill form in duplicate together with the original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery. Responsibility for payment rests with the using agency which will ascertain that the contractor has performed in a proper and satisfactory manner in accordance with the terms and conditions of the award. Payment will not be made until the using agency has approved payment.

For every contract the term of which spans more than one fiscal year, the State's obligation to make payment beyond the current fiscal year is contingent upon legislative appropriation and availability of funds.

The State of New Jersey now offers State contractors the opportunity to be paid through the Mastercard procurement card (p-card). A contractor's acceptance and a State Agency's use of the p-card, however, is optional. P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions utilizing the p-card will usually result in payment to a contractor in three days. A Contractor should take note that there will be a transaction processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the VISA card. For more information, call your bank or any merchant services company.

4.6 NEW JERSEY PROMPT PAYMENT ACT - The New Jersey Prompt Payment Act N.J.S.A. 52:32-32 et seq. requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the state prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds \$5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

4.7 RECIPROCITY - In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17: 12- 2. 13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for their bidders.

5. CASH DISCOUNTS - Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest bid.

a. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services received a properly signed and executed State Payment Voucher form and, when required, a properly executed performance security, whichever is latest.

b. The date on the check issued by the State in payment of that Voucher shall be deemed the date of the State's response to that Voucher.

6. STANDARDS PROHIBITING CONFLICTS OF INTEREST - The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.

b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraph 6a through 6e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.

APPENDIX 2 - SET-OFF FOR STATE TAX NOTICE

NOTICE TO ALL BIDDERS **SET-OFF FOR STATE TAX NOTICE**

Please be advised that, pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.