

# 2004-X-36386 (T-0103)



STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
PURCHASE BUREAU  
33 WEST STATE STREET  
PO Box 230  
TRENTON, NEW JERSEY 08625-0230

## NOTICE OF AWARD (NOA)

FOR

### Park and Playground Equipment and Parts (T-0103)

**Bid Number: 04-X-36386**

Date Issued: 6/18/04

Using Agency

State of New Jersey  
Cooperative Purchasing Members

The NOA consists of the following:

1. Conditions and Method of Operation
2. Original request for proposal (RFP) specifications
3. Vendor information sheet
4. Contract items by vendor

## Conditions and Method of Operation:

1. In accordance with N.J.S.A. 52:34-12.1c, established on July 24, 2000, contract users shall make purchases from that contractor whose contract terms and conditions are most advantageous, prices and other factors considered. To ensure compliance, contract users shall carry out a brand selection process specified in Section 1.2 of the RFP ("Contract Implementation - Brand Selection") prior to issuance of a purchase order. Contract users are strongly advised to thoroughly review the NOA, specifically Section 1.2 of the RFP, prior to initiating any purchase.
2. Contract users shall preserve all documentation relating to a purchase, to present to auditors upon request, including auditors from the Division's Contract Compliance and Administration Unit (CCAU).
3. Contract lines (price lines) 1 through 18 correspond to the 18 categories specified in the original RFP. Additional brands awarded to a contractor constitute the remaining contract lines - 19 and onward.
4. Volume discount is to be applied to the order amount (brand manufacturer's list price less contract discount, or plus contract mark-up), resulting in a net purchase order amount for the brand ordered. (Volume discount is in addition to the contract discount/mark-up, to be applied following the application of the contract discount/mark-up.)
5. Volume mark-up, corresponding to the amount in a volume tier structure, is to be applied to the brand manufacturer's list price, resulting in a net purchase order amount for the brand ordered. (Volume mark-up, which is lower than the base amount mark-up, is to be applied in lieu of the base amount mark-up.)

# 2004-X-36386 (T-0103)

STATE OF NEW JERSEY  
DEPARTMENT OF TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PURCHASE BUREAU  
33 WEST STATE STREET  
P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

## SPECIFICATIONS

FOR

### PARK AND PLAYGROUND EQUIPMENT AND PARTS (T-0103)

REVISED 01/16/04

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#### 1.0 INFORMATION FOR BIDDERS:

##### 1.1 PURPOSE AND INTENT:

1.1.1 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 new park and playground equipment and parts.

1.1.2 The intent of this RFP is to award a single contract for each brand for each of a total of eighteen (18) categories of Park and Playground Equipment, in accordance with the criteria specified in 6.0 of this RFP (Proposal Evaluation and Contract Award). A list of eighteen (18) categories is provided in Section 3.0 of this RFP (Scope of Work).

1.1.3 In a case of a brand manufacturer authorizing its dealer for a part of the State only, one award shall be made for each of the parts comprising the entire State for that brand. For example, a brand with a network of two regions comprising the entire State, region North and region South, shall be awarded one contract for region North and one contract for region South.

1.1.4 As a guideline, a list of counties covered under region North and South is provided in Section 3.5 of the RFP. If a brand manufacturer's list of areas covered under each region does not agree with the list in Section 3.5 of the RFP, the bidder shall provide the manufacturer's list of areas covered under each of the regions comprising the entire State, by modifying the list in Section 3.5 of this RFP, which shall prevail and replace the list in Section 3.5 of the RFP for that brand. **HOWEVER, IF A BIDDER BIDS FOR ONLY A PART OF THE STATE EVEN THOUGH THE BIDDER IS AUTHORIZED FOR THE ENTIRE STATE BY THE BRAND MANUFACTURER, ITS BID PROPOSAL SHALL BE DEEMED NON- RESPONSIVE.**

1.1.5 All regional awards for a given brand in the same category shall be made at the same discount/mark-up - the highest of all discounts or the lowest of all mark-ups bid for all regions. If discounts/mark-ups bid for region North and region South for the same brand and the same category by the corresponding lowest responsive bidders are different, awards for region North and region South shall be made at the highest of two discounts bid or the lowest of two mark-ups bid. For example, if the discounts bid by the corresponding lowest responsive bidders for region North is 40% and region South is 50%, for the same brand and the same category, awards for region North and region South can only be made at 50% discount. If the bidder bidding lower of the two bid discounts declines to accept the intended award at the highest discount, the next qualified bidder in a rank for the region for the given brand and category shall be considered for an award. In the above example, if the lowest responsive bidder for region North fails to accept the intended award at 50% discount, the second lowest responsive bidder for region North shall be invited to consider, and so on. No award shall be made for the region for the given brand and category, if all responsive bidders decline to accept the intended award at the highest discount or the lowest mark-up. **NO EXCEPTION SHALL BE CONSIDERED.**

1.1.6 If agreed by the contractors, contracts awarded as a result of this RFP shall be extended to the Purchase Bureau's cooperative purchasing participants, which include quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges.

1.1.7 Although the State, with the assent of the contractors, is making the use of contracts 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 CONTRACT IMPLEMENTATION - BRAND SELECTION:**

1.2.1 Contract users shall make purchases from that contractor whose contract terms and conditions are most advantageous, price and other factors considered. To ensure compliance, contract users shall carry out a brand selection process prior to issuance of a Purchase Order. Contract users shall initiate a contract purchase project by preparing clear and unambiguous project requirements, based solely upon their needs. At the time of auditing, contract users will be required to demonstrate that the establishment of the project requirements is free from any bias or inclination against or in favor of any brand. Using its project requirements, current catalog/price list provided by the contractor, contract discount/mark-up and applicable volume discount, a contract user shall determine the final purchase price for each brand in a given category. All

brands/contractors shall have to be considered. The contract user may send its request for a determination of the final purchase price by sending its project requirements to all contractors in a given category, if the catalogs/price lists are not readily available. All contract catalogs/price lists in effect, if provided on CD by the contractors, will be published at the Purchase Bureau web site. The contract user must select a brand and place its order for park and playground equipment and parts in the given category with the contractor offering the lowest price that best meets its program requirements. The contract user must document all phases of its brand selection process for each purchase under any contract resulting from this RFP.

1.2.2 All documentation shall be preserved and presented to auditors upon request. This RFP is designed to only establish convenience contracts, a single contract for each brand in each category, and not to replace the brand selection process outlined above to be carried out for each transaction by the contract user. NO EXCEPTION SHALL BE PERMITTED.

Note: The Division's Contract Compliance and Administration Unit (CCAU) may conduct an audit of any contract user's purchase transactions and documentation any time during and after the contract term.

1.2.3 For ease, efficiency and expediency in a brand selection process, contract users are advised to adopt an electronic communication channel, in addition to keeping the latest catalog/price list ready for each contracted brand in a given category. The State will list all contractors for each category of this RFP with their corresponding e-mail addresses in the Notice of Award (NOA), which will be published at the Purchase Bureau web site. Contract users should compile a group of e-mail addresses of all contractors for each category (by using "copy and paste" function) so that a request for the final purchase price can be "broadcast" e-mailed to all contractors in each category. Contract users and contractors should password-protect their electronic correspondence, to ensure the integrity of the procurement process.

1.2.4 Contract users shall report all purchases made under contracts resulting from this RFP to the CCAU upon request. The report shall include the reasons for selecting a particular brand/contractor and identify the contract user, park and playground item and category, State contract #, quantity purchased and total purchase order price.

### **1.3 BACKGROUND:**

1.3.1 This is a reprocurement of the Park and Playground Equipment contract presently due to expire on February 29, 2004. Vendors who are interested in the current contract information are encouraged to visit <http://www.state.nj.us/treasury/purchase/noa/contracts/t0103.shtml>.

1.3.2 This convenience contract is designed to meet the quantitative, expeditious delivery, parts interchangeability, standardization and compatibility requirements as well as the diverse safety, environmental and technological needs of over 2,500 cooperative purchasing participants for thousands of park and playground equipment and parts. This RFP will provide a single contract for each brand in each of eighteen (18) categories of park and playground equipment to accommodate varying needs of the contract users, thereby increasing the total contract utilization and, in turn, providing better pricing for future contract reprocurements. As stated in Section 1.2 of this RFP (Contract Implementation - Brand Selection), this RFP will only provide convenience contracts with the best pricing for each brand in each category, but is not intended to replace an extensive brand selection process to be carried out by a contract user for each purchase transaction prior to issuance of a purchase order.

1.3.3 The Standard Terms and Conditions, pages 2 to 7 of this RFP, will apply to all contracts or purchase agreements made with the State of New Jersey and Cooperative Purchasing Program participants. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with the same unless the RFP specifically indicates otherwise.

## 1.4 KEY EVENTS:

### 1.4.1 Questions and Inquiries:

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

Purchase Bureau  
Division of Purchase and Property  
State of New Jersey  
33 West State Street  
P.O. Box 230  
Trenton, New Jersey 08625

Attention: [Sue Whetstone](#)  
Fax: 609-292-0490  
E-mail address: [susan.whetstone@treas.state.nj.us](mailto:susan.whetstone@treas.state.nj.us)

### 1.4.1.2 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.

1.4.1.3 Short procedural inquiries may be accepted by telephone by the Purchase Bureau buyer, however, oral explanations or instructions given over the telephone shall not be binding on the State. Bidders shall not contact the Using Agency directly, in person, by e-mail, by fax or by telephone, concerning this RFP.

### 1.4.1.4 Cut-off date for **questions and inquiries** is **January 26, 2004**.

(All questions and answers will be posted at the Purchase Bureau web site by January 31, 2004.)

## 1.5 ADDITIONAL INFORMATION:

### 1.5.1 Revisions to this RFP:

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be made by addendum. Any RFP addendum will be published at the Purchase Bureau web site. It will be the bidder's responsibility to frequently check the web site for any addendum.

### 1.5.2 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.

## 1.5.3 Issuing Office:

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

## 1.5.4 Bidder Responsibility:

The bidder assumes sole responsibility in preparing and submitting a bid proposal in response to this RFP. No 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.

## 1.5.5 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.

## 1.5.6 Contents of Bid Proposal:

1.5.6.1 Notwithstanding any provision to the contrary in a bid proposal, the entire content of every bid proposal will be publicly opened and will be made a matter of public record. 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.

1.5.6.2 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 RFP will be considered an impermissible supplementation of the bidder's bid proposal.

## 1.5.7 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.

## 1.5.8 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.

## **2.0 DEFINITIONS:**

The following definitions shall be part of any contract awarded or order placed as a result of this RFP:

### **2.1 STANDARD DEFINITIONS:**

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 or his representative.

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

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

Contractor - The contractor is the bidder awarded a contract.

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

Division - The Division of Purchase and Property.

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

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

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

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

State - State of New Jersey

Using Agencies - the entities for which the Division has issued this RFP.

## **2.2 CONTRACT SPECIFIC DEFINITIONS:**

ANSI - American National Standard Institute

ASTM - American Standards for Testing Materials

CPSC - Consumer Product Safety Commission

IPEMA - International Playground Equipment Manufacturers Association

OSHA - Occupational Safety and Health Act

## **3.0 SCOPE OF WORK:**

### **3.1 PARK AND PLAYGROUND EQUIPMENT CATEGORIES:**

1. Baseball Backstop & Dugouts
2. Basketball Backboards



3. Park Tables & Seating Furniture
4. Bike Racks
5. Flag Poles
6. Park Drinking Fountains
7. Park Grills
8. Waste Receptacles
9. Line Markers
10. Life Guard Stands
11. Goal, Tennis & Volleyball Posts & Nets
12. Game & Physical Fitness Courses
13. Playground Equipment - includes Swings, Seesaws, Slides, Spinners, Spring Animals, Sand Boxes, Tetherball, Climbers, Sculptures for Play, (2-5 years)
14. Playground Equipment - includes Swings, Seesaws, Slides, Spinners, Spring Animals, Sand Boxes, Tetherball, Climbers, Sculptures for Play, (6-12 years)
15. Park Pavilions & Gazebos
16. Water Park
17. Skate Park
18. Safety Surfacing

## **3.2 SAFETY STANDARDS, REGULATIONS AND GUIDELINES:**

3.2.1 The equipment and components bid must meet all latest applicable Federal, State and local regulations, including New Jersey's Playground Safety and Barrier Free Access regulations, and ANSI, OSHA, CPSC and ASTM Standards, including the following:

F2223-03 - Standard Guide for ASTM Standards on Playground Surfacing.

ASTM F1292-99 - Impact Attenuation of Surface Systems Under and Around

Playground Equipment Within Fall Zone.

ASTM F1951-99 - Determination of Accessibility of Surface Systems under and around playground equipment.

ASTM F1487-01 as amended - Consumer Safety Specification for Playground Equipment for Public Use.

ASTM F2075-01a - Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface under and around Playground Equipment.

CPSC-325 - US Consumer Product Safety Commission Handbook for Playground Safety Test.

US CFR Part 3, 36CFR Part 1191 - Americans with Disabilities Accessibility Guidelines: Play Areas

New Jersey Playground Safety Law - P.L. 1999, Chapter 50

New Jersey Playground Safety Regulations - N.J.A.C. 5:23-1.1, 2.38 and 3.11

New Jersey Barrier Free Recreation Subcode - N.J.A.C Title 5 Uniform Construction Code, Barrier Free Subcode 5:23-7.15 to 7.31 Recreation

3.2.2 No park or playground equipment or parts shall contain wood treated with Chromated Copper Arsenate (CCA).

3.2.3 The bidder shall list all ASTM, IPEMA, Federal, State and local and other standards, regulations and guidelines it meets for each brand and category of Park & Playground Equipment in the spaces provided below. The bidder shall also certify by checking the box under each category that no products in that category contain wood treated with Chromated Copper Arsenate (CCA). (If additional sheets are needed, state so in the spacing provided below, and attach additional sheets at the end of the bid proposal.)

Category 1: (Baseball Backstop and Dugouts)

Does not contain CCA wood: .

Brand:

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Category 2: (Basketball Backboards)

Does not contain CCA wood: .

Brand:

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Category 3: (Park Tables & Seating Furniture)

Does not contain CCA wood: .

Brand:

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Category 4: (Bike Racks)

Does not contain CCA wood: .

Brand:

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Category 5: (Flag Poles)

Does not contain CCA wood: .

Brand:

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Category 6: (Park Drinking Fountains)

Does not contain CCA wood: .

Brand:

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Category 7: (Park Grills)

Does not contain CCA wood: .

Brand:

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Category 8: (Waste Receptacles)

Does not contain CCA wood: .

Brand:

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Category 9: (Line Markers)

Does not contain CCA wood: .

Brand:

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Category 10: (Life Guard Stands)

Does not contain CCA wood: .

Brand:

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Category 11: (Goal, Tennis & Volleyball Posts & Nets)

Does not contain CCA wood: .

Brand:

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Category 12: (Game & Physical Fitness Courses)

Does not contain CCA wood: .

Brand:

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Category 13: (Playground Equipment 2-5 years)

Does not contain CCA wood: .

Brand:

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Category 14: (Playground Equipment 6-12 years)

Does not contain CCA wood: .

Brand:

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Category 15: (Park Pavilions & Gazebos)

Does not contain CCA wood: .

Brand:

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Category 16: (Water Park)

Does not contain CCA wood: .

Brand:

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Category 17: (Skate Park)

Does not contain CCA wood: .

Brand:

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Category 18: (Safety Surfacing)

Does not contain CCA wood: .

Brand:

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**3.3 GUARANTEE/WARRANTY:**

3.3.1 Bidders shall guarantee that the equipment and/or components supplied under the contracts resulting from this RFP will be free from any manufacturer's defects and operate satisfactorily for one year from the date of acceptance by the contract user. Bidder shall agree to replace free of charge and any obligations any defective equipment and parts for one year from the date of acceptance. The warranty shall include parts. Pro-rated warranty shall not be acceptable. Bidders shall provide warranty documents with the bid proposal, and at the time of delivery to the contract user.

3.3.2 Notwithstanding any provision to the contrary in warranty documents or bid proposal provided by a bidder, the guarantee/warranty requirement specified above shall apply. Any qualification to the warranty shall preclude award.

**3.4 EQUIPMENT/PARTS ACQUISITION & DELIVERY:**

3.4.1 Installation and installation costs are not included in this RFP. The resulting contracts shall only provide for new park and playground equipment and parts and their delivery.

3.4.2 The ordering agency is responsible for installation or contracting separately for installation. In the event the ordering agency contracts separately for installation, the ordering agency should seek assurance of compliance with the Prevailing Wage Act.

3.4.3 Contractors are required to deliver all parts and equipment at no extra charge to the ordering agency's designated site.

3.4.4 No other brands will be added to the contract during the term of the contract. The State will, however, evaluate adding or deleting brands in the next bidding cycle based on the specific needs of Using Agencies.

**3.5 REGIONAL AREAS:**

3.5.1 The prices submitted shall apply to all Using Agencies in the State or region bid. Contractors must service all Using Agencies in the State or region for a category awarded.

3.5.2 If a bidder is only bidding for a part of the State, the bidder shall check region bid:

(The bidder shall check North, South or North and South regions, but not county or counties. If a brand manufacturer's list of counties/areas in a region does not agree with the following, the bidder shall make changes below:)

North \_\_\_\_\_

South \_\_\_\_\_

Bergen County

Atlantic County

Essex County  
Hudson County  
Hunterdon County  
Middlesex County  
Morris County  
Passaic County  
Somerset County  
Sussex County  
Union County  
Warren County

Burlington County  
Camden County  
Cape May County  
Cumberland County  
Gloucester County  
Mercer County  
Monmouth County  
Ocean County  
Salem County

## **4.0 PROPOSAL PREPARATION AND SUBMISSION:**

### **4.1 GENERAL:**

4.1.1 The bidder must follow instructions contained in this RFP and on the [cover sheet \(face\)](#) in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

4.1.2 The [cover sheet \(face\)](#) of this RFP shall be signed by an authorized representative of the bidder. However, if the bidder is a limited partnership, the [cover sheet \(face\)](#) of this RFP must be signed by a general partner. Failure to comply will result in the rejection of the bid proposal.

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

4.1.4 Bidders must enter percentage discount or mark-up bid on the attached [price sheets](#). Bidders shall bid fixed percentage discount off or mark-up to a brand manufacturer's latest price list for each category on each price line.

4.1.5 Bidders shall enter percentage discount bid in "% Discount" column (fifth column from the left) or percentage mark-up bid in "% Mark-up" column (sixth column from the left, the last column). Percentage discount or mark-up bid in any other manner shall not be accepted and shall result in a bid rejection for the price line item affected. A bid proposal with both discount and mark-up entered on the same price line shall result in a bid rejection for that price line item. Fixed dollar amount discount or mark-up shall result in a bid rejection for the affected price line item. Bidders shall not insert plus (+) or minus (-) signs in either column. Any plus (+) or minus (-) signs in either column shall be ignored. A bidder can bid % discount on one price line and % mark-up on another price line for the same brand. A bidder can bid various % discounts or % mark-ups on various price lines for the same brand. A bidder's entry on any price line in either column shall be considered a percentage (%). For example, entry of "50" shall be considered "50%" and that of "0.50" shall be considered "0.50%". Also, entry of "+50" or "-50" in "% Discount" column shall be considered as 50% discount, and "+5" or "5" in "% Mark-up" column shall be considered as 5% mark-up. NO EXCEPTION SHALL BE PERMITTED.

4.1.6 If a bidder provides brand name and catalog/price list information but leaves "% Discount" or "% Mark-up" column blank on any price line, it shall be considered that the bidder provided no bid proposal for that price line item. NO EXCEPTION SHALL BE PERMITTED.

4.1.7 The bidder may bid for one or more categories or bid one brand for one category and other(s) for the rest. However, the bidder shall provide the required information on each brand completely and accurately.

4.1.8 Multiple or series discounts, or multiple or series mark-ups, for the same brand in a given category (price line item) will not be acceptable.

4.1.9 In addition to the discount or mark-up bid on a price line on the attached price sheet of this RFP, bidders are encouraged to offer volume-based discounts for each brand. If offered, such discounts must be based on ranges of dollar value of an individual purchase order (e.g., \$0 to \$2,500, \$2,501 to \$5,000, etc.) and are to be firm and effective for the duration of the contract and any extensions thereof. The specific dollar ranges are to be determined by the bidder. Volume-based discounts must be offered on a separate sheet attached to the original bid proposal, not on the standard price sheets. Volume-based discounts will not be a factor in the bid evaluation for contract award. However, it shall be an important factor in brand selection to be carried out by a contract user prior to issuance of a purchase order.

4.1.9.1 If applicable, bidders should identify in the bid proposal which products are recycled and the percentage (%) of recycled post-consumer content used.

4.1.10 The bidder shall provide the best offer (the highest discount or the lowest mark-up) for each brand in each category (price line item), which will also help a bidder, if awarded, attain more favorable ranking during contract users' brand selection process.

4.1.11 No award shall be made if discount/mark-up bid offered for a brand is determined by the State to result in excessive pricing.

4.1.12 The bidder may bid more than one brand in a given category, in which case the bidder shall copy the corresponding price sheet and provide a bid proposal for each brand offered in the category. Any bid proposal containing more than one brand on the same price line (on the same price sheet) shall be rejected.

## **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 are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. State regulation mandates that late bid proposals are ineligible for consideration. The exterior of all bid proposal packages must be labeled with the bid identification number, final bid opening date and the buyer's name (see 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. In addition, each bidder should submit one (1) full, complete and exact copy of the original bid (including price lists and catalogs). The copies requested are necessary in the evaluation of the bid proposal. Bidders failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

## **4.4 PROPOSAL CONTENT:**



## 4.4.1 Section 1 - Forms

### 4.4.1.1 [Ownership Disclosure Form](#)

In the event that 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 accompanying the bid proposal. Failure to do so will preclude the award of a contract.

### 4.4.1.2 [MacBride Principles Certification](#)

The bidder must complete the attached MacBride principles certification as instructed.

### 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 State contract.

## 4.4.2 Submittals:

4.4.2.1 The bidder must submit, with its bid proposal, the most current published descriptive catalog and price lists as of the bid opening date for every brand for each category the bidder proposes to furnish. The latest published manufacturer's price list will be considered a part of the bid proposal and must accompany the proposal. All catalogs and price lists submitted must be properly labeled, showing the bidder's name, address and bid number. Manufacturers prices included in its catalog are acceptable in lieu of the required price lists.

4.4.2.2 In the event that two or more bidders submit different price lists for the same brand in a category, the most recent price list will be accepted as the basis for the evaluation of each bid proposal and contract award.

4.4.2.3 All RFP sheets must be submitted and attached to the bid proposal. The RFP sheets are not to be attached to catalogs.

4.4.2.4 Bidders must provide, for each brand in each category bid, the following, which must be included with the bid proposal.

- Manufacturer's latest published retail price list, with name/number and date, latest as of the bid opening date.
- Manufacturer's latest published catalog, with number/date, latest as of the bid opening date.
- The required price lists/catalogs on CD in PDF format, in addition to hard prints, if and when made available by the manufacturer. (The Purchase Bureau is in process of publishing catalogs/price lists on CD at the web site for various term contracts for the convenience of contract users.)

Note:

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If manufacturer's retail price list is not published, then manufacturer's latest published dealer price list, with name, number and date, latest as of the bid opening date, shall be provided.

Failure to provide the above information with the bid proposal will result in the rejection of the bid proposal for line items affected.

4.4.2.5 Certificate of Insurance should be attached to the bid proposal. Certificate of Insurance must be received prior to contract award.

4.4.2.6 No award shall be made to a bidder failing to submit a letter of authorization to sell the manufacturer's brand. The brand manufacturer's authorization letter should accompany the bid proposal. If the authorization letter is not submitted with the bid proposal, it must be received by the Purchase Bureau no later than five (5) working days from the date of request.

4.4.2.7 Discount or mark-up offered will be from the highest price column as indicated in the submitted price lists. If the price list submitted has more than one price list column, it will be the bidder's responsibility to "blank out" all columns except the highest price column, to which the discount or mark-up shall be applied to obtain the net purchase price. Bidders shall not change any prices on a manufacturer's price list. Only the most recent manufacturers authorized price sheets as of the bid opening date will be accepted. Price sheets made up by a bidder are not acceptable and will be rejected.

4.4.2.8 References to price increases, shipping charges, etc. on price sheets will not be considered. On March 1, 2005, and March 1, 2006, manufacturers' most current price lists will be adopted. The latest manufacturer's price list must be received from the contractor no later than February 1, 2005 and February 1, 2006 to be considered applicable for the next year.

4.4.2.9 Bidder Data Sheet:

The bidder must provide all information required below.

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: \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

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

3. Identify the similar accounts this individual has serviced:

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4.4.2.10 Financial Capability of the Bidder:

If requested by the State, the bidder shall provide, within five (5) working days, proof of its financial capacity and capabilities to undertake and successfully complete the contract. To satisfy this requirement, the bidder shall submit a certified financial statement, including applicable notes, reflecting the bidders assets, liabilities, net worth, revenues, expense, profit or loss and cash flow for the most recent fiscal year; or if a certified financial statement is not available, then either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statement. In addition, the bidder may be required to submit a bank reference.

4.4.2.11 Reference Data Sheet - Satisfactory Customer Service:

The bidder shall provide the following information on the most recent customer accounts of a similar size and scope to the ones specified in this RFP. The State reserves the right to contact the bidders' customers during bid evaluation and any contract term.

1. Name of customer provided as a reference: \_\_\_\_\_

Name of individual the State may contact to verify reference:

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Phone # of contact person: \_\_\_\_\_

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

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2. Name of customer provided as a reference: \_\_\_\_\_

Name of individual the State may contact to verify reference:

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Phone # of contact person: \_\_\_\_\_

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

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3. Name of customer provided as a reference: \_\_\_\_\_

Name of individual the State may contact to verify reference:

\_\_\_\_\_

Phone # of contact person:\_\_\_\_\_

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

\_\_\_\_\_

**4.4.2.12 Mandatory Contractor Data Sheet - Terminated Contracts:**

The bidder shall provide the following information on the terminated contracts in the last three years, along with the reasons for termination.

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:\_\_\_\_\_

## **5.0 CONTRACTUAL TERMS AND CONDITIONS:**

### **5.1 PRECEDENCE OF CONTRACTUAL TERMS AND CONDITIONS:**

In the event of a conflict between the provisions of this RFP (and any addendum to this RFP) and the bid proposal, the RFP (and any addendum) shall govern.

### **5.2 BUSINESS REGISTRATION:**

[See Standard Terms & Conditions, Section 1.1.](#)

### **5.3 CONTRACT TERM AND EXTENSION OPTION:**

The term of the contract shall be for a period of three (3) years. The "Contract Effective Date" and "Contract Expiration Date" provided on the cover sheet of this RFP are only estimates. In some unforeseen situations, the procurement process may result in a delayed contract effective date, in which case, the bidder shall agree to accept a contract for the full term of the contract. On March 1, 2005 and March 1, 2006, manufacturers' most recent price lists will be adopted. The contracts may be extended for all or part of two (2) additional years, maximum one year at a time, by the mutual written consent of the contractor and the State. Each contract extension will be carried out with the adoption of the manufacturer's latest price list. Contractors shall hold the contract discount/mark-up for each brand awarded in a given category throughout the contract term and any extensions thereof.

### **5.4 CONTRACT TRANSITION:**

In the event that a new contract has not been awarded prior to the current contract expiration date, 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 ninety (90) 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 purchases is made.

### **5.6 CONTRACT AMENDMENT:**

Any changes or modifications to the terms of the contract shall only be valid when signed by the contractor, and the Director or his representative.

### **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:**

5.8.1 The Using Agencies are authorized to order and the contractors authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agencies reveals that item(s) other than those covered by the contract have been ordered and delivered or that a contract item has been supplied at a non-contract price, 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 and/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 elapsed between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

5.8.2 Any delay in contract delivery may disrupt State services, in which case, the State shall immediately seek alternative sources of supply on an emergency basis and demand reimbursement of cost difference from the contractor. Timely delivery is critical to meeting the State's ongoing needs.

## **5.9 DELIVERY, PACKAGING AND INSPECTION:**

5.9.1 All deliveries are to be FOB destination. The contractor is responsible for the delivery of material in first class condition at the point of delivery, in accordance with good commercial practice, in working hours on a business day.

5.9.2 Deliveries must be made to the Using Agency within sixty (60) days of the contractor's receipt of an order. The contractor must notify the Using Agency at least forty-eight (48) hours in advance of shipment so that necessary arrangements can be made.

5.9.3 If deliveries cannot be effected within the stated time after receipt of order, the Using Agency must be advised immediately to facilitate any purchase from an alternate source of supply. There will be no back ordering.

5.9.4 A brand delivered must be strictly in accordance with the one awarded.

5.9.5 Packaging for shipment must protect the product adequately to insure safe shipment.

5.9.6 Shipping cases must be marked to show the name of the contractor, name and address of receiving agency and purchase order number.

5.9.7 Payment will only be made after items delivered are inspected and accepted by the Using Agency.

## **5.10 REMEDIES FOR NON-PERFORMANCE:**

5.10.1 If a contractor fails to provide satisfactory customer service, the contract user will file a vendor complaint (Form PB36) with the CCAU. In response to any complaint, or anytime during the contract term and any extensions thereof, the CCAU may conduct an audit of the contractor's records of billing and payments. Upon completion of the CCAU's investigation, if the complaint is resolved against the contractor or if the contractor fails to cooperate with the CCAU, the Director may determine to cancel the contract. Any resolution against the contractor shall be considered in future bid evaluations.

5.10.2 In the event that the contractor fails to meet its contractual obligations, the Director may take steps to terminate the contract. In such event, the Director may authorize procurement of contract items by any available means, with the difference between the price paid and the contract price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

**5.11** All products must conform in every respect to the Standards and Regulations established by Federal, New Jersey State and local laws.

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

**5.13** All products are to be packaged in sizes and a manner so as to insure delivery in first class condition and properly marked for identification. Deliveries containing re-used, re-labeled, re-worked or alternate cartons are subject to rejection by the Using Agency at the contractor's expense.

#### **5.14 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 calendar quarter 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:

- Contractor's total sales volume under contract, subtotaled by product and using agency.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement.

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

Failure to submit these mandated reports may result in a contract termination and/or will be a factor in future award decisions.

#### **6.0 BID EVALUATION AND CONTRACT AWARD:**

**6.1** Bid evaluation will be carried out on the basis of the following criteria, not necessarily listed in the order of importance:

- 6.1.1 Discount/mark-up bid for a price line item on the attached [price sheets](#).

6.1.2 RFP terms and conditions.

6.1.3 RFP specifications.

6.1.4 Delivery terms bid in 13.0 on the cover page of this RFP.

6.1.5 Experience of the bidder

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

**6.2** A single award shall be made for each brand in each category, with reasonable promptness by written notice, to that responsible bidder whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered. Any or all bid proposals may be rejected when resulting prices are excessive or when the Director determines that it is in the public interest so to do.