



# Request for Proposal 06-X-37842

**For:** Carpet & Padding, Supplies & Installation (T-0147)

Event	Date	Time
<b>Bidder's Electronic Question Due Date</b> (Refer to <a href="#">RFP Section 1.3.1</a> for more information.)	9/14/05	5:00 PM
<b>Mandatory Pre-bid Conference</b> (Refer to <a href="#">RFP Section 1.3.3</a> for important details about the new electronic bid option.)	9/22/05	10:00 AM
<b>Mandatory Site Visit</b> (Refer to <a href="#">RFP Section 1.3.2</a> for more information.)	Not Applicable	Not Applicable
<b>Bid Submission Due Date</b> (Refer to <a href="#">RFP Section 1.3.5</a> for more information.)	10/12/05	2:00 PM

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

Set-Aside	Status	Category
<b>Small Business</b> (Refer to <a href="#">RFP Section 4.4.1.8</a> for more information.)	<input type="checkbox"/> Not Applicable	<input checked="" type="checkbox"/> I
	<input checked="" type="checkbox"/> Entire Contract	<input checked="" type="checkbox"/> II
	<input type="checkbox"/> Sub Contracting Only	<input checked="" type="checkbox"/> III

RFP Issued By

Using Agencies

State of New Jersey  
Department of the Treasury  
Division of Purchase and Property  
Trenton, New Jersey 08625-0230  
Date: August 25, 2005

State of New Jersey  
Cooperative Purchasing Members

## Table of Contents

NOTICE TO BIDDERS .....	5
<b>1.0 INFORMATION FOR BIDDERS.....</b>	<b>6</b>
1.1 PURPOSE AND INTENT .....	6
1.2 BACKGROUND.....	7
1.3 KEY EVENTS.....	7
1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD .....	7
1.3.1.1 QUESTION PROTOCOL.....	7
1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES.....	7
1.3.3 MANDATORY PRE-BID CONFERENCE .....	8
1.3.5 SUBMISSION OF BID PROPOSAL.....	8
1.3.6 DOCUMENT REVIEW .....	8
1.4 ADDITIONAL INFORMATION.....	9
1.4.1 REVISIONS TO THIS RFP .....	9
1.4.2 ADDENDUM AS A PART OF THIS RFP .....	9
1.4.3 ISSUING OFFICE .....	9
1.4.4 BIDDER RESPONSIBILITY .....	9
1.4.5 COST LIABILITY.....	9
1.4.6 CONTENTS OF BID PROPOSAL.....	9
1.4.7 PRICE ALTERATION.....	10
1.4.8 JOINT VENTURE.....	10
<b>2.0 DEFINITIONS.....</b>	<b>11</b>
2.1 GENERAL DEFINITIONS .....	11
2.2 CONTRACT SPECIFIC DEFINITIONS .....	11
<b>3.0 COMMODITY DESCRIPTION/SCOPE OF WORK.....</b>	<b>15</b>
3.1 COMMODITY DESCRIPTION.....	15
3.1.1 TYPES OF CARPET .....	15
3.2 CARPET SPECIFICATIONS / PERFORMANCE STANDARDS.....	16
3.3 CONSTRUCTION SPECIFICATIONS CARPET TILE / MODULAR – WOVEN - BROADLOOM .....	17
3.4 TYPES & SPECIFICATIONS OF CUSHION - COMMERCIAL APPLICATION .....	18
3.6 TRAFFIC CONDITIONS.....	19
3.7 INSTALLATION/CONTRACTOR RESPONSIBILITIES.....	20
3.7.1 TOOLS AND MATERIALS .....	20
3.7.2 SITE CONDITIONS.....	20
3.7.3 SITE VISITS.....	20
3.7.4 SAFETY .....	20
3.7.5 LIFE SAFETY CODE REQUIREMENTS .....	20
3.7.6 FLOOR PREPARATION .....	20
3.7.7 CARPET OVER CARPET .....	20
3.7.8 LAYOUT .....	21
3.7.9 SCALE DRAWING .....	21
3.7.10 GLUE-DOWN.....	21
3.7.11 INSTALLATION WITH PAD - DOUBLE GLUE-DOWN METHOD .....	21
3.7.12 FINISHES.....	21
3.7.13 SEAMING.....	22
3.7.14 PILE DIRECTION.....	22
3.7.15 FLOOR ADHESIVE.....	22
3.7.16 ROLLING .....	22
3.8 MANPOWER.....	22
3.9 DELIVERY/SCHEDULING.....	22
3.10 DELIVERY AND STAGING FACILITIES .....	23
3.11 DELAY OF PROJECT - STORAGE OF PRODUCT .....	24
3.12 RESPONSIBILITY OF CONTRACTOR .....	24
3.13 SAFETY PRECAUTIONS AND PROGRAMS.....	24

3.14 SUPERVISION, INSTALLATION PROCEDURES, CONTRACTOR PERSONNEL .....	25
3.15 STORAGE, CLEANING AND FINAL CLEAN UP .....	26
3.16 CONTRACTOR ACCESS .....	27
3.17 INSPECTION AND ACCEPTANCE OF WORK .....	27
3.18 REPLACEMENT OF UNSATISFACTORY CARPET .....	28
3.19 GUARANTEES/EXTENDED GUARANTEES/WARRANTIES .....	28
<b>4.0 PROPOSAL PREPARATION AND SUBMISSION .....</b>	<b>30</b>
4.1 GENERAL .....	30
4.2 PROPOSAL DELIVERY AND IDENTIFICATION .....	30
4.3 NUMBER OF BID PROPOSAL COPIES .....	30
4.4 PROPOSAL CONTENT .....	31
4.4.1 FORMS .....	31
4.4.1.1 SIGNATORY PAGE .....	31
4.4.1.2 OWNERSHIP DISCLOSURE FORM .....	31
4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER .....	31
4.4.1.4 MACBRIDE PRINCIPLES CERTIFICATION .....	32
4.4.1.5 AFFIRMATIVE ACTION .....	32
4.4.1.6 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE .....	32
4.4.1.7 EXECUTIVE ORDER 134 .....	32
4.4.1.8 SET-ASIDE CONTRACTS .....	32
4.4.1.9 SUBCONTRACTOR(S) .....	33
4.4.1.10 N.J.S.A. 52:34-13.2 SOURCE DISCLOSURE .....	33
THE BIDDER SHOULD SUBMIT WITH ITS BID PROPOSAL A COMPLETED SOURCE DISCLOSURE FORM .....	33
4.4.1.11 BID BOND .....	33
4.4.1.12 REGIONS .....	33
4.4.1.13 PUBLIC WORKS CONTRACTOR REGISTRATION .....	34
4.4.2 SUBMITTALS .....	35
4.4.2.1 DISCLOSURE OF PRODUCT COMPOSITION .....	35
4.4.2.2 BIDDER DATA SHEETS .....	35
4.4.2.3 REFERENCE DATA SHEETS - SATISFACTORY CUSTOMER SERVICE .....	35
4.4.2.4 MANDATORY CONTRACTOR DATA SHEET - TERMINATED CONTRACTS .....	35
4.4.2.5 SAMPLES/SAMPLE TESTING .....	36
4.4.2.6 FINANCIAL CAPABILITY OF THE BIDDER .....	36
4.4.2.7 MANUFACTURER'S CERTIFICATION .....	36
4.4.3 COST PROPOSAL .....	37
4.4.4 METHOD OF BIDDING .....	37
<b>5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS .....</b>	<b>40</b>
5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS .....	40
5.2 STATE CONTRACT MANAGER .....	40
5.2.1 STATE CONTRACT MANAGER RESPONSIBILITIES .....	40
5.2.2 OTHER DUTIES OF THE STATE CONTRACT MANAGER .....	40
5.2.3 COORDINATION WITH THE STATE CONTRACT MANAGER .....	41
5.3 BUSINESS REGISTRATION .....	41
5.4 CONTRACT TERM AND EXTENSION OPTION .....	42
5.5 CONTRACT TRANSITION .....	42
5.6 AVAILABILITY OF FUNDS .....	42
5.7 CONTRACT AMENDMENT .....	42
5.8 CONTRACT ACTIVITY REPORT .....	42
5.9 PROCEDURAL REQUIREMENTS AND AMENDMENTS .....	44
5.10 ITEMS ORDERED AND DELIVERED .....	44
5.10.1 DISCONTINUED ITEMS .....	44
5.10.2 PRICE REDUCTIONS .....	44
5.11 DISCLOSURE OF PRODUCT COMPOSITION .....	44
5.12 REMEDIES FOR NON-PERFORMANCE .....	44
5.13 MANUFACTURING/PACKAGING REQUIREMENTS .....	45
5.14 PERFORMANCE BOND .....	45
5.15 CLAIMS .....	45
5.16 CONTRACTOR RESPONSIBILITIES .....	45

5.17 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S) .....	45
5.18 FORM OF COMPENSATION AND PAYMENT .....	46
5.18.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD .....	46
5.18.2 PROPOSAL FORM FOR ADMINISTRATING AGENCY .....	46
5.18.3 AGENCY PROPOSAL FOR CARPETING PROJECTS - NOT TO EXCEED ESTIMATE FORM .....	48
5.18.4 NOT TO EXCEED ESTIMATES .....	49
5.18.5 METHOD OF ASSIGNING WORK .....	49
5.18.6 METHOD OF OPERATION AND ORDERING INSTRUCTIONS .....	49
5.19 REQUIREMENTS OF EXECUTIVE ORDER 134 .....	50
5.19.1 DEFINITIONS .....	50
5.19.2 BREACH OF TERMS OF EXECUTIVE ORDER 134 .....	50
5.19.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS.....	50
5.19.4 STATE TREASURER REVIEW .....	51
5.21 PREVAILING WAGE ACT .....	52
5.22 CONTRACT PRICE INCREASE (PREVAILING WAGE) .....	52
<b>6.0 PROPOSAL EVALUATION/CONTRACT AWARD .....</b>	<b>53</b>
6.1 CONTRACT EVALUATION.....	53
6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL.....	53
6.3 BID DISCREPANCIES .....	53
6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO).....	54
6.5 CONTRACT AWARD .....	54

## **NOTICE TO BIDDERS**

### **SET-ASIDE CONTRACTS**

**N.J.S.A 52:32-17, N.J.A.C. 17:13, 12A:10**

PURSUANT TO THE PROVISIONS OF THE NEW JERSEY STATUTE AND ADMINISTRATIVE CODE CITED ABOVE, THIS CONTRACT, OR A PORTION THEREOF, HAS BEEN DESIGNATED AS A SET-ASIDE CONTRACT FOR SMALL BUSINESS. AS INDICATED ON PAGE ONE OF THIS DOCUMENT, AS SUCH, ELIGIBILITY TO BID IS LIMITED TO BIDDERS THAT MEET STATUTORY AND REGULATORY REQUIREMENTS AND HAVE HAD THEIR ELIGIBILITY DETERMINED BY THE NEW JERSEY COMMERCE AND ECONOMIC GROWTH COMMISSION (COMMERCE). THE DEFINITIONS OF EACH SMALL BUSINESS SET-ASIDE CATEGORY CAN BE FOUND AT N.J.A.C. 17:13-1.2 OR N.J.A.C. 12A:10-1.2.

"SMALL BUSINESS" MEANS A BUSINESS THAT HAS ITS PRINCIPAL PLACE OF BUSINESS IN THE STATE OF NEW JERSEY, IS INDEPENDENTLY OWNED AND OPERATED, AND HAS NO MORE THAN 100 FULL-TIME EMPLOYEES.

THE NEW PROGRAM PLACES SMALL BUSINESS INTO THE FOLLOWING CATEGORIES: THOSE WITH GROSS REVENUES UP TO \$500,000; THOSE WITH GROSS REVENUES OF UP TO \$5 MILLION; AND THOSE WITH GROSS REVENUES THAT DO NOT EXCEED \$12 MILLION. WHILE COMPANIES REGISTERED AS HAVING REVENUES BELOW \$500,000 CAN BID ON ANY CONTRACT, THOSE EARNING MORE THAN THE \$500,000 AND \$5 MILLION AMOUNTS WILL NOT BE PERMITTED TO BID ON CONTRACTS DESIGNATED FOR REVENUE CLASSIFICATIONS BELOW THEIR RESPECTIVE LEVELS.

EACH BUSINESS INTERESTED IN BIDDING FOR THIS CONTRACT SHOULD PROVIDE, AS PART OF ITS RESPONSE TO THIS SOLICITATION, A COPY OF ITS CURRENT APPROVAL NOTICE FROM THE NEW JERSEY COMMERCE AND ECONOMIC GROWTH COMMISSION. ANY BUSINESS THAT SEEKS TO REGISTER AS A SMALL BUSINESS IS REQUIRED TO SUBMIT A FEE PAYMENT ALONG WITH ITS APPLICATION TO COMMERCE.

ALL NECESSARY FORMS AND ANY ADDITIONAL INFORMATION CONCERNING REGISTRATION MAY BE OBTAINED BY CONTACTING COMMERCE'S OFFICE OF SMALL BUSINESS SERVICES, BY TELEPHONE AT THE NUMBER BELOW, OR BY MAIL, OR IN PERSON BETWEEN THE HOURS OF 9:00 A.M AND 5:00 PM AT THE ADDRESS BELOW:

NEW JERSEY COMMERCE AND ECONOMIC GROWTH COMMISSION  
OFFICE OF SMALL BUSINESS SERVICES  
20 WEST STATE STREET - 4TH FLOOR  
PO BOX 820, TRENTON, NJ 08625-0820

TELEPHONE: 609-292-2146

## **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 Carpet & Padding, Supplies and Installation.

The intent of this RFP is two-fold. The first intent 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 second intent of this RFP is to establish a minimum standard and a grouping of products from which State agencies will purchase carpeting including complete rolls, cuts, modular tiles and padding. This new structure will allow for expeditious and cost effective purchases throughout our State agencies.

The resulting term contract will provide specific types of carpet including padding, installation and supplies, needed for use by all State agencies and local government entities. Only manufacturer direct lines will be acceptable for this RFP.

This term contract is to be used for initial installations and to facilitate the replacement of existing carpeting. It shall provide Using Agencies with a diversity of product styles and designs in current production/new carpet. Used carpet or discontinued lines are unacceptable.

The purpose of including vinyl composition tile (VCT) on this contract is to provide Using Agencies with an acceptable method of finishing those areas within the contract that would normally not receive carpeting. This includes areas such as foyers, lunch rooms, vending machine areas, copy rooms, etc.

The intent is to provide materials and services within a carpeting purchase order. Tile is not intended as a separate contract purchase.

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

This is a **Set-Aside Contract** for Category I, II, or III Small Businesses. The bidder should provide, with its bid proposal, evidence of current and valid registration as a small business from the New Jersey Commerce & Economic Growth Commission (Commerce). In the alternative, evidence that the bidder has registered with Commerce, as a small business, must be received on the date the bid proposal is received and opened. See Section 4.4.1.8, of this RFP.

For bidding purposes, it is estimated that the total amount of contracts entered into as a result of this proposal is \$1,250,000.00 annually for New Jersey State Agencies. The State will not accept a minimum order amount under this contract. Therefore, any amount listed will not be binding. The Using Agency will not be required to order a minimum amount. The State will not be bound by any maximum or minimum.

Because the State intends to extend the contracts awarded to the Purchase Bureau's cooperative purchasing partners, the State recognizes that the value of a contract is much more than that stated in the preceding paragraph. The State expects that bidders will also recognize this great enhancement of the value of a contract and will bid accordingly. These partners include quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges.

**Although the State, with the assent of the vendor(s), is making the use of any contract resulting from this RFP available to non-State agencies, the State makes no representation as to the acceptability of any State RFP terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.**

The NJ Standard Terms & Conditions located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x37842.shtml> 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.

## 1.2 BACKGROUND

This is a repurchase of the Floor Covering, Carpet & Padding Supplies & Installation term contract, presently due to expire between September 30 and October 31, 2005. 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 T-0147. The exact WWW address is: <http://www.state.nj.us/treasury/purchase/contracts.htm>

## 1.3 KEY EVENTS

### 1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

It is the policy of the Purchase Bureau to accept questions and inquiries from all potential bidders electronically via web form. To submit a question, please go to the Quicklinks Q&A button on the Advertised Solicitation, Current Bid Opportunities webpage or to <http://ebid.nj.gov/QA.aspx?solnumber=06-X-37842>.

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 web form. 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.

#### 1.3.1.1 QUESTION PROTOCOL

Questions should be addressed in writing via the procedure set forth above. Questions should be directed to the RFP by the writer and 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.

Answers to electronic questions will be posted to addenda on the Purchase Bureau website (see Section 1.4.1 of this RFP for further information). Bidders are advised to check the website for addenda from the bid issuance date, until the bid opening date. It is anticipated that questions received prior to the Mandatory Pre-Bid Conference will be addressed at the conference. Electronic questions **after** the Mandatory Pre-Bid Conference will not be permitted. Subsequent clarification to issues raised at the conference will be posted to addenda on the Purchase Bureau website (see Section 1.4.1. of this RFP for further information). Since electronic questions will not be permitted **after** the conference, it is imperative that all questions be electronically submitted prior to the conference, or raised at the conference. Bidders shall not contact the Using Agency directly, in person, by telephone or by email, concerning this RFP.

#### 1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

A Mandatory Pre-Bid Conference has been scheduled for this procurement. The cut-off date for submission of electronic questions will be 5 p.m., five (5) business days prior to the Mandatory Pre-Bid Conference. While all questions will be entertained at the Mandatory Pre-Bid Conference, it is strongly urged that questions be submitted electronically as set forth above. It is requested that vendors having long, complex or multiple part questions submit them as far in advance of the Mandatory Pre-Bid Conference as possible. This request is made so that answers can be prepared by the State by the time of the Mandatory Pre-Bid Conference.

### 1.3.3 MANDATORY PRE-BID CONFERENCE

The date, time and location of the Mandatory Pre-Bid Conference are as follows:

**Date:** September 22, 2005  
**Time:** 10:00 A.M.  
**Location:** 33 W. State Street  
9th Floor Bid Room  
Trenton, NJ

CAUTION: Bid proposals may be automatically rejected from any bidder that was not represented or failed to properly register at the Mandatory Pre-Bid Conference.

The purpose of the Mandatory Pre-Bid Conference is to provide a structured and formal opportunity for the State to accept questions from vendors regarding this RFP; because the bidder will be assumed cognizant of all information distributed, it is in the best interest of the bidder to be sure to attend the conference.

Any revisions to the RFP resulting from the Mandatory Pre-Bid Conference will be formalized by an addendum to this RFP. Answers to deferred questions will also be formalized by an addendum to this RFP. Addenda, if any, to this RFP will be posted to the Purchase Bureau website (see Section 1.4.1. of this RFP for further information.)

### 1.3.5 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. You must submit a bid proposal in order to be considered for contract award. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE RIGHT PLACE WILL BE REJECTED. THE DATE, TIME AND LOCATION ARE:**

<b>DATE:</b>	<b>October 12, 2005</b>
<b>TIME:</b>	<b>2:00 P.M.</b>
<b>LOCATION:</b>	<b>BID RECEIVING ROOM - 9TH FLOOR PURCHASE BUREAU DIVISION OF PURCHASE AND PROPERTY DEPARTMENT OF THE TREASURY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NJ 08625-0230</b>  <b>Directions to the Purchase Bureau can be found on the following website:</b> <a href="http://www.state.nj.us/treasury/purchase/directions.shtml">http://www.state.nj.us/treasury/purchase/directions.shtml</a>

### 1.3.6 DOCUMENT REVIEW

The following are publicly available documents that bidders need to review in order to prepare and submit accurate and comprehensive bid proposals:

**Not applicable to this procurement.**

## 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.

### 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

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

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

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

#### 1.4.7 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, Disclosure of Investigations, MacBride Principles Certification, and Business Registration or Interim Registration must be supplied for each party to a joint venture.

## 2.0 DEFINITIONS

### 2.1 GENERAL DEFINITIONS

The following definitions 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.

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

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

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

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

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

**Joint Venture** - An agreement where two firms partner to respond to an RFP as a prime contractor, neither is a subcontractor of the other, and both agree to be responsible for performance.

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

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

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

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

**State** - State of New Jersey

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

### 2.2 CONTRACT SPECIFIC DEFINITIONS

**ADA** - Americans with Disabilities Act (ADA), Note: Changes in level up to ¼"inch may be vertical with a secure edge treatment. Changes in levels between ¼"inch and ½"inch shall be beveled with a slope and secure. Changes in level greater than ½"inch shall be accomplished by means of a ramped finish.

**Antimicrobial** - The finish treatment capable of destroying or inhibiting the growth of disease-causing microorganisms; an agent that destroys microorganisms that might carry disease.

**Average Pile Yarn Density**  $D = \frac{W \times 36}{T} = \text{oz./cu.yd}$

w = pile yarn weight in ounces/sq.yd

t = pile thickness in inches as determined by ASTM D418 for loop styles

T = tuft height in inches as determined by ASTM D 5823 for cut pile styles.

**BCF** - Abbreviation for bulked continuous filament yarn

**Broadloom** - A term used to denote carpet produced in widths of Six (6), Twelve (12) and Fifteen(15) feet.

**Carpet Tiles** - Carpet packaged as squares, with or without attached cushion backing. Also referred to as "Carpet Modular". Size of squares may vary.

**Cut Price** – A line item price that reflects a length of carpet cut from a full roll to fill an order.

**Density, Average Pile** - Density is determined by the number of tufts (stitches) per unit area and the size of the yarn in the tufts. The weight of pile yarn in a unit volume of carpet expressed in ounces per cubic yard is given by the formula

**Dimensional Stability** - The ability of a fabric to retain its original size and shape, may be enhanced by chemical treatments or by mechanical means, such as the secondary backing.

**Double Glue Down (G/D) Installation** - Double glue down installation combines cushion and carpet into a floor covering system by gluing the cushion to the floor and the carpet to the cushion. This method is popular since it combines the stability of direct glue down with the cushioning benefits of a separate cushion. (accepted pad type; 62oz. flat rubber, accepted minimum carpet type; 26oz. action back)

**Dye Lots** - When carpet is dyed by certain methods, several separate tanks of dye solution (dye lots) may have to be prepared to dye the total number of square yards of carpet specified for an installation. As a result, the carpet may vary slightly in color. Materials are to be purchased in single dye lots and installed in roll sequence within areas of the same common visual.

**Electro-Static Propensity** - Assesses the static – generating propensity of carpets developed when a person walks across them, in laboratory simulation. Results are expressed as kilovolts (kV). The threshold of human sensitivity is 3.5 kV, but sensitive areas may require that a lower kV product be specified.

**Face Weight** - The weight of the carpet pile including those portions of the pile that extend into the backing structure. Generally expressed in ounces per square yard. Face Weight combined with Density is the set criteria for this RFP.

**Flammability** - The test method, known as the "pill test" involves subjecting a 9"x9" inch specimen, which has been dried in an oven and ignited with a match, providing a standardized flame source for a period of about two minutes. If the flame is spread by the carpet more than three (3) inches from the point of ignition, the specimen fails. This test is required of all carpet manufactured in the U.S.

**Fusion Bonding** - Fusion bonding is a newer method of construction than tufting or weaving. Yarn is embedded between two parallel sheets of adhesive coated backing, which are then split apart, forming two sheets of cut pile carpet. This type of carpet has a higher density so it usually performs very well. Bonded carpet is available in both carpet tiles and six foot or twelve foot wide roll goods.

**Gauge / Pitch** - The number of ends of surface yarn counting across the width of carpet. If a tufted carpet has eight ends of yarn per inch, the gauge is 1/8. If it has ten ends of yarn per inch, the gauge is 1/10.

In Woven carpet pitch is the standard measurement, If a woven carpet has eight ends per inch, the pitch is 216, or 8 x 27. If it has ten ends per inch, the pitch is 270, or 10 x 27.  
To convert gauge to pitch, take the inverse of the gauge and multiply by 27.

**Glue Down Installation (G/D)**- Direct glue down installations using adhesive can be made using carpet with an attached cushion or without an attached cushion. Carpet is glued full spread directly to the floor. Direct glue down carpets are; Broadloom (Unitary Back), 6'wide Vinyl backed and Carpet Tile.

**NBS Smoke Density** This standard is used to measure and describe the response of materials and products to heat and flame under controlled conditions. Flaming Mode: Less than <450@4 minutes.

**Normal Office Furniture** – Free standing furniture (not systems) desks, chairs, file cabinets, credenzas, etc.

**Piece / Beck Dyeing** - Color is applied from a dye beck (stainless steel tank) onto unfinished carpet consisting only of primary backing and un-dyed yarns.

**Pile** - The visible wear surface of carpet consisting of yarn tufts in loop and/or cut configuration. Sometimes called “face” or “nap”.

**Pilling** - A condition of the carpet face in which fibers from different tufts become entangled with one another, forming hard masses of fibers and tangled tufts. Pilling can be caused by heavy traffic.

**Primary Backing** - A component of tufted carpet consisting of woven or non woven fabric into which pile yarn tufts are inserted by the tufting needles. It is the carrier fabric for the pile yarn, and should not be confused with the secondary backing.

**Radiant Panel Test** - The flooring radiant panel test method evaluates the tendency of a floor system to spread flame. This test is measured in watts per square centimeter. Class 1 is considered to be a minimum rating of 0.45 watts per sq. cm. This measurement is reported as the minimum energy necessary to sustain flame propagation.

**Retrofit Systems Furniture** - To move / maneuver systems furniture allowing for a proper and complete carpet installation, satisfying visuals with no apparent gapping between carpet modular / tile.

**Roll Price** – A line item price that reflects a length of carpet approximately 125 feet long; also called a shipping roll by carpet manufacturers. Shipping roll standards vary and may be as short as 30 feet, depending upon carpet thickness and manufacturers’ quality criteria

**Secondary Backing** - A reinforcing fabric laminated to the back of tufted carpet subsequent to the tufting process.

**Skein / Yarn Dyed** – Yarns are spun into skeins, which are stored and dyed as orders are obtained. This method can be used for spun yarns, bulked continuous filament yarns, heat set yarns, and non heat set yarns of almost any fiber type.

**Self-Stick** - self-adhering modular and broadloom carpet

**Solution Dye** - The fiber is dyed in its liquid state before it is spun into yarn. The carpet color becomes a permanent part of the fiber and will not fade or bleach out. Solution dyed carpet is inherently stain resistant.

**Standard Back - Standard** - Not all carpets are Unitary or Action backed products. For the purpose of this RFP standard back is defined as the backing that would normally be supplied with the specific product bid.

**Square Yard** – The symbols for square yard may be seen in this RFP as; S/Y, Sq. Yd., S/yd. etc. For the purpose of this RFP the unit price for carpeting will be estimated and purchased by the Square Yard

**Tuft Bind** - Tuft bind is the amount of force required to pull a tuft from the carpet. This measurement is important to consider when selecting carpet for high abuse areas such as schools or child development centers where there is a potential for unraveling. The minimum tuft bind, in average pounds of force, should be 10 pounds on any single pull.

**Tufted Carpets** - Tufting is the most widely used construction method. In tufting, loops of yarn are punched into a primary backing material and locked on the underside with a secondary latex backing.

<b>Wear Class</b> - Class 1	Class 2	Class 3
Moderate	Heavy	Extra Heavy

**Woven Carpets** - Weaving is the second most popular method of construction. The pile yarns are interlaced in one of many different techniques, each of which gives a different appearance to the carpet. Woven carpets also require less pile weight to achieve the same performance as tufted carpet.

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

#### **3.1 COMMODITY DESCRIPTION**

This contract for carpet & padding, supplies and installation is a product line driven agreement. To be product line driven is to have line items that, at a minimum, satisfy a particular product quality and specification.

This term contract is to be used for initial installations and to facilitate the replacement of existing carpeting. It shall provide Using Agencies with a diversity of product styles and designs in current production/new carpet. Used carpet or discontinued lines are unacceptable.

Contractor(s) will provide "not to exceed" quotes as outlined in Section 5.18.4.

This contract will be limited to purchases less than 30,000 square feet (sq.ft.) the equivalent to 3,333 square yards (sq.yds.). Installations for State agency premises that exceed 30,000 sq.ft. will be bid separately.

The types/categories of carpet considered for award are as follows:

- Broadloom - Unitary and Standard Back, Textured and Graphic Loop, Cut Pile/Plush**
- Woven Broadloom - Loop, Cut and Loop, Tip-shear**
- Carpet Tiles (including self-stick)**
- 6' Wide Carpet (including self-stick)**

Carpet considered for award shall be defined as those suitable for use in the following areas:

- Offices
- Hospitals
- Schools
- Conference Centers
- Public Meeting areas
- Computer Areas
- Short Term Leased Areas
- Assisted Living Quarters

#### **3.1.1 TYPES OF CARPET**

Carpets considered for award are as follows:

<b>Type</b>	<b>Purchased As</b>	<b>General Description</b>	<b>Method of Installation</b>
26oz Unitary Back	Cut/Roll	Used for general areas, light traffic	G/D
28oz Unitary Back	Cut/Roll	Used for "State Standard" general areas	G/D
28oz Action Back	Cut/Roll	Class 1 Moderate, limit seams	Double G/D & G/D
36ozCut Pile / Plush	Cut/Roll	Class 1 Moderate G/D Class 2 add pad	Double G/D & G/D
42ozCut Pile / Plush	Cut/Roll	Class 2 Heavy G/D Class 3 add pad	Double G/D & G/D
WOVEN Broadloom	Cut/Roll	28oz, 30oz, 34oz. All wear classes	Double G/D & G/D
Carpet Tile/Modular	Full Box	20oz, 24oz, and 28oz. All wear classes	Self-Stick & G/D
6', 6'6 Wide Carpet	Rolls Only	20oz, 24oz, and 28oz. All wear classes	Self-Stick & G/D

**All carpets** to be purchased by the State of New Jersey will be manufactured using materials of **100% NYLON**.

**Carpets** are to be purchased in **single dye lots** and **installed in roll sequence** within areas of the same common visual.

### 3.2 CARPET SPECIFICATIONS / PERFORMANCE STANDARDS

<b>Flammability:</b>	<b>Passes: Surface Flammability DOC-FF-1-70</b>
<b>Flame Radiant Panel Test</b>	<b>NFPA Class 1 (average min.0.45wts.) ASTM-E-648 glue down.</b>
<b>NBS Smoke Density:</b>	<b>ASTM E-662-83 Flaming Mode: Less than&lt;450@4 minute</b>
<b>Electro-Static Propensity</b>	<b>AATCC-134 3.5 kV or less general conditions 2.0 kV or less for critical environments (technical/communication facilities)</b>
<b>Tuft Bind (Minimum)</b>	<b>ASTM D1335 Action Back 10 pounds-force Carpet Tile 15 pounds-force Unitary 18 pounds-force</b>
<b>Indoor Air Quality</b>	<b>CRI Certification. or ASTM D5116</b>
<b>Required Warranty (Minimum) (All Carpet)</b>	<b>10 Year Commercial Wear 10 Year Quality Assurance</b>

**\*Americans with Disabilities Act (ADA):** Changes in level up to 1/4"inch may be vertical with a secure edge treatment. Changes in levels between 1/4" and 1/2"inch shall be beveled with a slope and secure. Changes in level greater than 1/2"inch shall be accomplished by means of a ramp.

#### 3.2.1 PRODUCT TESTING

The State of New Jersey may, at its option, have the product tested to insure continued compliance with the specifications listed herein. In determining compliance the State of New Jersey may select additional testing specifically related to products purchased; (Pile fiber Identity: AATCC20-1985, Pile Weight: ASTM D 418-82, Gauge: ASTM D 418, D 5793, Colorfastness to Light: AATCC-16), Antimicrobial Activity: AATCC Test 174. All costs associated with these tests shall be the responsibility of the contractor.

The failure of any sample so taken to comply with this specification shall be cause for cancellation of contract. Removal and replacement of all previously installed carpet, including but not limited to furniture removal, all labor costs, and disposal charges will be the responsibility of the contractor.

The State of New Jersey shall be the final authority for determining compliance with specifications resulting from reports and tests of the selected laboratory.

### 3.3 CONSTRUCTION SPECIFICATIONS CARPET TILE / MODULAR – WOVEN - BROADLOOM AND VINYL COMPOSITION TILE (FOR FINISHING ONLY)

<b>Carpet Description</b>	Level loop, Multi-level, Textured and Graphic Loop Tip-shear, Cut and loop and Single level Cut Pyle (Multi-Color, Non Descript patterns as available)
<b>Fiber Content</b>	100% Continuous Filament Nylon Competitive (6) or (6,6) yarn
<b>Dye System</b>	Solution, Yarn, Piece and Back

**Note: Specifications listed above are common for all product styles. Items below are specific to individual categories.**

<b>Antimicrobial</b>	This treatment should be included in all carpets used in health care facilities and child development areas.
<b>Gauge (Tile), (6', 6'6"wide)</b>	Not less than 1/10" gauge
<b>Gauge/Pitch (Woven)</b>	Not less than 216 (1/8), 7.5 stitches per inch
<b>Gauge 12' (Broadloom)</b>	Not less than 1/8" gauge
<b>Backing system</b>	Composite/Reinforced Synthetic
<b>Secondary Back (Tile) and (6'wide)</b>	EcoNomic/recycled, Fiberglass, Vinyl, ErgoNomic/cushioned back, GlasBac, PVC etc.
<b>Backing System (Broadloom)</b>	Unitary and Action
<b>Backing Foundation (Woven)</b>	Interlaced into Pile
<b>Standard Sizes</b>	18"x18", 24"x24", 36"x36" <b>(tile size must be within 1/32" of dimension specified)</b>
<b>Standard Width (Woven and Broadloom)</b>	<b>6'and 12 feet - NOTE:</b> 6'category includes materials manufactured 6'6"wide
<b>Warranty (Tile) (6' Wide)</b>	Wear 10 Year minimum Edge Ravel 10 Year minimum Static 10 Year minimum Tuft Bind 10 Year minimum (warranties are limited to normal use for product ounce weight and density listed)
<b>Extended Warranty (Woven)</b>	Lifetime Limited Woven/Wear
<b>Standard Broadloom Warranty</b>	10 Year Minimum Commercial Wear 10 Year Minimum Quality Assurance

**Vinyl Composition Tile (VCT) Specifications:**

**(to be used for finishing only as outlined in Section 3.7.12.3 of this RFP):**

Form: 12” x 12”  
Gauge: 1/8”  
Fire Test Data: ASTM E 648 Critical Radiant Flux -  
0.45 watts/cm” or more – Class1  
ASTM E 662 Smoke – 450 or less

**3.4 TYPES & SPECIFICATIONS OF CUSHION - COMMERCIAL APPLICATION**

**Padding used for Double Glue-Down Installation**

**Flat Rubber**

Weight / Sq.Yd.	<b>62oz</b>	CLASS 3 Extra Heavy
Thickness	.156	ASTM D 3574-95
Density	33 lbs/cu.ft.	ASTM D 3574-95
Compression Resistance	25% @7 psi	ASTM D 3574-95
Deflection – PSI	65% @45 psi	601 /12151

\*62oz product used as standard pad for double-glue down and quoted per square yard.

**Flat Rubber**

Weight / Sq.Yd	<b>100oz</b>	CLASS 3 Extra Heavy
Thickness	.250	ASTM D 3574-95
Density	33 lbs/cu.ft.	ASTM D 3574-95
Compression Resistance	25% @7 psi	ASTM D 3574-95
Deflection – PSI	65% @50 psi	601 /12151

\*100oz product used as upgrade pad for double-glue down and quoted per square yard.

**Flammability Tests**

ASTM E 662	PASS	Smoke Chamber
ASTM E 84 – 94A	CLASS B	Tunnel Test
FF 1 – 70	PASS	Pill Test
CRI Green Label	I.D.#	CC – 973417

**3.5 STATEMENT OF COMPLIANCE AND CERTIFIED TEST REPORTS**

3.5.1 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.

3.5.2 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 tests. This documentation shall be supplied to the State within ten (10) business days of any request.

3.5.3 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.

**3.6 TRAFFIC CONDITIONS**

The table below indicates the typical uses for particular product types. In some areas, it might be advisable to use a heavier and/or better grade due to the particular wear factors involved. This is a general guide for Using Agencies.

**CLASS 1**  
Light/Moderate

Executive Areas  
Administrative Offices  
Staff Offices  
Small Conference Room  
Residences  
Small Reception Room

**PRODUCTS**  
26oz Unitary  
28oz Broadloom

28oz Woven  
36oz Cut Pile

**CLASS 2**  
Heavy

General use  
Reception Areas  
Classrooms  
Auditoriums  
Conference Center  
Clerical/Admin. Areas

**PRODUCTS**  
28oz Unitary  
28oz Broadloom, density 6000-7000  
(double-glue down installation)  
28oz & 30oz Woven  
36oz & 42oz Cut Pile

**CLASS 3**  
Heavy/Severe

Lobbies  
Main Aisles  
Stairs & Halls  
Office/School Corridors  
Open Plan Offices  
Lounges

**PRODUCTS**  
28oz Unitary  
28oz Broadloom, density 6000-7000  
(double-glue down installation)  
34oz Woven  
42oz cut pile

**NOTE**

\*

**CARPET TILE** is applicable in all class categories. Design and cost would be the main criteria after meeting contract specifications.

**Broadloom: Tufted Loop, Woven and Cut Pile**

To enhance the traffic class rating of broadloom carpet Agencies may select a Double Glue Down (G/D) method of installation, using padding types specified in Section 3.4 of this RFP. When applying this installation method and padding a Class 1 product is eligible and may be used in Class 2 environments, as would a Class 2 be used in a Class 3 application.

### 3.7 INSTALLATION/CONTRACTOR RESPONSIBILITIES

The contract vendor is responsible for all materials and services as it relates to this RFP; Carpet & Padding – Supplies & Installation.

All work shall be performed in accordance with good commercial practice and the guidelines set forth by the Carpet and Rug Institute; “Standards for Installation of Commercial Carpet”.

#### 3.7.1 TOOLS AND MATERIALS

The contractor shall supply all materials, including 5% overage on material order to assure proper layout and with tools to successfully complete and service any one given purchase order.

#### 3.7.2 SITE CONDITIONS

The environment in which the carpet is to be installed must be controlled with the temperature between 65 degrees F. and 95 degrees F. and the relative humidity between 10% and 65%. If installing over concrete, the slab temperature should not be less than 65 degrees F. These conditions must be maintained for at least 48 hours before, during and after the installation. Adequate ventilation is to be provided during the installation to eliminate or minimize odors. Concrete floors may require pre-testing for moisture and/or alkalinity. This testing will be the responsibility of the contract vendor.

#### 3.7.3 SITE VISITS

Contractor(s) are required to visit sites, verify site conditions with requesting agency, show samples, measure areas and give quotations upon request of the Using Agency.

#### 3.7.4 SAFETY

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

#### 3.7.5 LIFE SAFETY CODE REQUIREMENTS

All carpet layouts, submitted by the bidder shall meet all life safety code requirements.

#### 3.7.6 FLOOR PREPARATION

Each sub-floor shall be inspected to determine the special care required to make it a suitable foundation for carpet. All cracks 1/8 inch wide or protrusions over 1/16 inch should be filled and prepped to a smooth finish.

#### 3.7.7 CARPET OVER CARPET

In the absence of manufacturer’s specifications to the contrary, carpet should not be installed over existing carpet.

### 3.7.8 LAYOUT

Carpet shall be laid according to recommendations of the manufacturer. Carpet shall be laid flat, level without humps or ripples. Joints shall be subtle and imperceptible. All seams shall be trimmed and sealed in a neat and workmanlike manner.

### 3.7.9 SCALE DRAWING

Orders will not be processed without sufficient data. A scale drawing of the area to be carpeted is required to determine quantities, quantity per dye lot, edge treatments, cushions, adhesives, moldings, and other accessories and to identify proper locations of seams.

### 3.7.10 GLUE-DOWN

Carpet ordered for direct glue down shall be installed using manufacturer's recommended adhesive and or equal, proper trowel size and application rate. Seam sealer shall be used on all joints and applied as per the manufacturer's recommendations.

### 3.7.11 INSTALLATION WITH PAD - DOUBLE GLUE-DOWN METHOD

Carpet ordered for installation over padding shall be installed using proper pad adhesive and pad type. Carpet shall be seamed using manufacturer's recommended seaming procedures.

### 3.7.12 FINISHES

**3.7.12.1 Edge guard** will be of heavy-duty vinyl or rubber reducer, having a minimum of two (2) inches in width.

**3.7.12.2 Cove base** molding will be standard four (4) inch vinyl with or without toe depending on the assessed needs of a particular work order. The bidder shall offer a minimum selection of four (4) standard colors.

#### **3.7.12.3 Vinyl Composition Tile (VCT) FINISHES**

Bidder shall provide a square foot price for the tile, adhesive and installation. The vinyl tile specifications are outlined in Section 3.3 of this RFP.

The quantity established for purchase is limited to and shall not exceed four hundred fifty (450) square feet.

Should areas exceed this contract amount the Using Agency will utilize Direct Purchasing Authorization (DPA) procedures as outlined in Section 5.18.6 of this RFP.

Installation, adhesive, trowel and transfer will be in accordance with manufacturers written specifications.

### **3.7.13 SEAMING**

When laying out a job and preparing a quotation, vendor shall offer layout which contains the least number of seams. If the installation is of such a peculiar nature that keeping the number of seams to a minimum results in considerable waste, the vendor must discuss this matter with the Purchase Bureau prior to submitting a quote to the purchasing Agency.

### **3.7.14 PILE DIRECTION**

Where two or more pieces of the same carpet are adjacent, the pile direction shall be the same as in other areas unless otherwise specified. Ideally, pile direction shall be toward the entrance; but other factors, such as pattern, aesthetics and economic use of material, may also be considered. Practical application for the use of materials is the criteria for pile direction.

### **3.7.15 FLOOR ADHESIVE**

The contractor shall select the appropriate adhesive and trowel notching recommended by the carpet manufacturer or adhesive supplier. A 100% transfer of the floor adhesive into the carpet backing, while maintaining full coverage of the floor, must be attained.

### **3.7.16 ROLLING**

Rolling shall be performed with the lightest roller that will achieve 100% transfer of the floor adhesive into the carpet back. Refer to manufacturer's recommendation for roller weight.

## **3.8 MANPOWER**

Each contractor shall employ qualified competent craftsmen in their respective lines of work. The contractor shall employ a full-time competent supervisor and necessary foreman and assistants, who shall be in attendance on 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. The contractor shall supervise, direct the work, and be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract.

## **3.9 DELIVERY/SCHEDULING**

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 Signatory Page, delivery days required 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 areas of regions(s) bid.

Delivery and installation must be completed within timeframe outlined in Delivery and Storage Section. A bid proposal listing a delivery schedule in excess of 60 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 in accordance with the Department of Labor (DOL) Prevailing Wage Rates. This information is available at the following website: <http://www.state.nj.us/labor/lss/prevwage.html> A separate contract line will be awarded to each contract for an overtime allowance.

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

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

3.9.8 Product lines supplied must be strictly in accordance with those contained in the contract award. Contractors supplying items not included within the terms of this RFP may have their contracts rescinded.

3.9.9 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, storage and installation of carpet. The contractor shall notify the State agency a minimum of 48 hours prior to shipment so that the necessary arrangements can be made. The State will provide specific delivery authorization prior to the authorized delivery date. Delivery and installation shall be within the following time period after receipt of order unless a longer delivery period is specified on the purchase order:

Stock Item -30 Calendar Days

Non-Stock Item -120 Calendar Days

The contractor must comply with the delivery schedule committed to in this bid proposal. Repeated failure to comply may result in termination of the contract at the discretion of the Director, Division of Purchase and Property.

3.10.2 The State shall be responsible for ensuring 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; however, the State shall not be responsible for 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 5.12 of this RFP.

### **3.12 RESPONSIBILITY OF CONTRACTOR**

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

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

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

### **3.13 SAFETY PRECAUTIONS AND PROGRAMS**

3.13.1 The contractor shall, at his own expense, protect all finished work liable to damage and to keep the same protected until the project is completed and accepted.

3.13.2 In order to protect the lives and health of his 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.

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

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

### 3.14 SUPERVISION, INSTALLATION PROCEDURES, CONTRACTOR PERSONNEL

The contractor shall provide the following installation services:

3.14.1 All receiving, uncrating, assembly and installation of all carpet, material, etc., at the site.

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

3.14.3 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.

3.14.4 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.

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

3.14.6 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.

3.14.7 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.

3.14.8 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.

3.14.9 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.

3.14.10 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.

3.14.12 All contractors' employees shall be subject to such security clearance as the Director or Using Agency shall require. See Section 3.20, Security Clearances.

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

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

3.14.15 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.

### 3.15 STORAGE, CLEANING AND FINAL CLEAN UP

3.15.1 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.

3.15.2 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.

3.15.3 Remnant materials shall be prepared for storage, rolled and tied, at the agency request. Unusable scraps and other debris from the installation shall be removed from the premises; disposal is the responsibility of the vendor.

3.15.4 At the completion of the work, the contractor shall remove all tools and supplies from the project site. All tools, supplies and work materials remaining on the job site for more than thirty (30) days from the date of completion of the work order, will become the property of the State and will be disposed of in any manner the State shall deem reasonable and proper.

3.15.5 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.

3.15.6 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.

3.15.7 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.

3.15.8 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.

### 3.16 CONTRACTOR ACCESS

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

3.16.2 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.

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

3.16.4 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.

### 3.17 INSPECTION AND ACCEPTANCE OF WORK

3.17.1 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.

3.17.2 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.

3.17.3 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.

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

3.17.5 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.

3.17.6 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.

### **3.18 REPLACEMENT OF UNSATISFACTORY CARPET**

3.18.1 In the event the carpet supplied, in the opinion of the State, is not giving satisfactory performance or requires an excessive amount of remedial maintenance, the contractor, after notice in writing by the State that such a situation exists, agrees to remove and replace the defective unit as per the original specifications within (10) days of such notice at no cost to the State.

3.18.2 Failure to comply may result in the unit being cancelled from the contract and similar units obtained from another contract vendor with transportation and installation costs borne by the original contractor.

### **3.19 GUARANTEES/EXTENDED GUARANTEES/WARRANTIES**

3.19.1 The contractor shall provide manufacturer's normal warranty but shall guarantee all items against manufacturing and installation defects due to faulty materials, equipment or workmanship, for a period of at least one (1) year from date of acceptance. Contractor shall promptly make whatever adjustments or corrections that may be necessary to cure any defects, including repairs of any damage to other parts of the systems resulting from such defects. 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 pricing schedule. Product wear warranties are specified in Sections 3.2 and 3.3.

3.19.2 The State shall promptly give notice to the contractor of observed defects. In the event the contractor fails to make adjustments, repairs, corrections or other work made necessary by such defects, the State may do so and charge the contractor the cost incurred.

### **3.20 SECURITY CLEARANCES**

As a condition of performing work at any State facility and for purposes of determining a person's qualifications as contracted personnel, the contractor(s) shall undertake a criminal history record background check for all personnel assigned to work at any State facility pursuant to regulations promulgated under N.J.A.C. 13:59-1.1 et seq.

#### **3.20.1 Criminal History Record File**

The contractor(s) shall submit to the New Jersey State Police Bureau of Identification (SBI) an "application" fingerprint card, a request for criminal history record information from (SBI-212B), and the appropriate fee for all personnel it may assign to work at any State facility. The

contractor(s) shall not permit any newly hired, re-hired or transferred personnel to work in any facility until the SBI has furnished the results of the criminal history record background check to the vendor. The contractor(s) shall review the results of that criminal history record background check prior to assigning personnel.

### **3.20.2 Criminal History Record File**

The contractor(s) will be required to retain the results of an individual's criminal history background check as long as that person is assigned to work under these State contract(s). The results of the criminal history background check will be made available to the State Contract Manager by the contractor(s) upon request.

If the contractor(s) has had a State Police background, criminal and fingerprinting check performed for the employee that meets the exact criteria specified above, then the check may be accepted by the State Contract Manager at the State's sole discretion. Any such reference check must have been during the period of this contract or no later than six months from the contract start date.

To obtain the necessary forms contact the New Jersey State Police @609-882-2000, Criminal Information Unit ext.2019. The instructions are on line for your review @[www.njsp.org](http://www.njsp.org) click on Services, click on Criminal Background Checks, click on Noncriminal Justice Volunteer Background Checks.

## **4.0 PROPOSAL PREPARATION AND SUBMISSION**

### **4.1 GENERAL**

The bidder must follow instructions contained in this RFP and on the signatory page (<http://www.state.nj.us/treasury/purchase/bid/summary/06x37842.shtml>) in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The signatory page of this RFP shall be signed by an authorized representative of the bidder. However, if the bidder is a limited partnership, the signatory page of this RFP must be signed by a general partner. If the bidder is a joint venture, the signatory page 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 signatory page <http://www.state.nj.us/treasury/purchase/bid/summary/06x37842.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. State regulation mandates that late bid proposals are ineligible for consideration. **THE EXTERIOR OF ALL BID PROPOSAL PACKAGES MUST BE LABELED WITH THE BID IDENTIFICATION NUMBER, FINAL BID OPENING DATE.** (See RFP signatory page <http://www.state.nj.us/treasury/purchase/bid/summary/06x37842.shtml>.)

### **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) full, complete and exact copies** of the original. 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

The bid proposal should be submitted as follows:

- Forms (Section 4.4.1)

CONTENTS	RFP SECTION REFERENCE	DESCRIPTION
<b>Forms</b>	<a href="#">4.4.1.1</a>	Signatory page, signed and completed. <a href="http://www.state.nj.us/treasury/purchase/bid/summary/06X37842.shtml">http://www.state.nj.us/treasury/purchase/bid/summary/06X37842.shtml</a>
	<a href="#">4.4.1.2</a>	Ownership Disclosure Form <a href="http://www.state.nj.us/treasury/purchase/bid/summary/06X37842.shtml">http://www.state.nj.us/treasury/purchase/bid/summary/06X37842.shtml</a>
	<a href="#">4.4.1.3</a>	Disclosure of Investigations and Actions Involving Bidder <a href="http://www.state.nj.us/treasury/purchase/bid/summary/06X37842.shtml">http://www.state.nj.us/treasury/purchase/bid/summary/06X37842.shtml</a>
	<a href="#">4.4.1.4</a>	MacBride Principles Certification <a href="http://www.state.nj.us/treasury/purchase/bid/summary/06X37842.shtml">http://www.state.nj.us/treasury/purchase/bid/summary/06X37842.shtml</a>
	<a href="#">4.4.1.5</a>	Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate <a href="http://www.state.nj.us/treasury/purchase/bid/summary/06X37842.shtml">http://www.state.nj.us/treasury/purchase/bid/summary/06X37842.shtml</a>
	<a href="#">4.4.1.6</a>	Business Registration from Division of Revenue NJ Standard Terms & Conditions: Section 1.1 <a href="http://www.state.nj.us/treasury/purchase/bid/summary/06X37842.shtml">http://www.state.nj.us/treasury/purchase/bid/summary/06X37842.shtml</a>
	<a href="#">4.4.1.8</a>	Set-Aside Contracts
	<a href="#">4.4.1.9</a>	Notice of Intent to Subcontract Form and Subcontractor Utilization Plan <a href="http://www.state.nj.us/treasury/purchase/bid/summary/06X37842.shtml">http://www.state.nj.us/treasury/purchase/bid/summary/06X37842.shtml</a>
	<a href="#">4.4.1.10</a>	Source Disclosure Certification Form <a href="http://www.state.nj.us/treasury/purchase/bid/summary/06X37842.shtml">http://www.state.nj.us/treasury/purchase/bid/summary/06X37842.shtml</a>
	<a href="#">4.4.1.11</a>	Bid Bond - Not applicable

### 4.4.1 FORMS

#### 4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x37842.shtml>.

#### 4.4.1.2 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 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x37842.shtml>.

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

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the

Advertised Solicitation, Current Bid Opportunities webpage,  
<http://www.state.nj.us/treasury/purchase/bid/summary/06x37842.shtml>.

#### 4.4.1.4 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 located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/06x37842.shtml>.

#### 4.4.1.5 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.

The Affirmative Action Forms are located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x37842.shtml>.

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

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

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

Refer to Section 1.1. of the NJ Standard Terms and Conditions located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x37842.shtml>, and Section 5.3 of this RFP for additional information concerning this requirement.

#### 4.4.1.7 EXECUTIVE ORDER 134

Refer to Section 5.19 of this RFP for more details concerning this requirement.

#### 4.4.1.8 SET-ASIDE CONTRACTS

This is a Set-Aside Contract for Category I, II, or III Small Businesses. The bidder should provide, with its bid proposal, evidence of current and valid registration as a small business from the New Jersey Commerce & Economic Growth Commission (Commerce). In the alternative, evidence that the bidder has registered with Commerce, as a small business, must be received on the date the bid proposal is received and opened.

**\*\*\*\*\*IMPORTANT NOTE: EVEN IF YOU ARE AN INCUMBENT BIDDER AND/OR HAVE BEEN PREVIOUSLY REGISTERED OR CERTIFIED UNDER THE FORMER SBE/MBE/WBE PROGRAM, YOU WILL NEED TO BE SURE THAT YOU ARE REGISTERED ON THE DAY OF BID RECEIPT AND OPENING WITH THE COMMERCE COMMISSION UNDER THE NEW, SMALL BUSINESS PROGRAM TO BE ELIGIBLE FOR AWARD. THE TELEPHONE NUMBER TO CALL TO CHECK YOUR STATUS IS 609 292-2146.\*\*\*\*\***

**4.4.1.9 SUBCONTRACTOR(S)**

- A. **All bidders** must complete the **Notice of Intent to Subcontract Form** whether or not they intend to utilize subcontractors in connection with the work set forth in this RFP. If the bidder intends to utilize subcontractor(s), then the **Subcontractor Utilization Plan** must also be submitted with the bid.
- B. Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor’s(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.
- C. The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.
- D. The bidder should provide detailed resumes for each subcontractor’s management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.
- E. The bidder should provide documented experience to demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder’s proposal.

**4.4.1.10 N.J.S.A. 52:34-13.2 SOURCE DISCLOSURE**

THE BIDDER SHOULD SUBMIT WITH ITS BID PROPOSAL A COMPLETED SOURCE DISCLOSURE FORM.

Refer to [Section 5.20](#) and Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary06x37842.shtml> for more information concerning this new requirement.

**4.4.1.11 BID BOND**

Not applicable to this RFP.

**4.4.1.12 REGIONS**

Bidder shall indicate below the regions they will service for all items being bid. Bidder must service all counties within a region. **Check** the appropriate **box directly below** the **region(s)** being bid. Pricing offered must be F.O.B. destination within region(s) bid.

<b>NORTHERN REGION</b>	<b>CENTRAL REGION</b>	<b>CAPITAL REGION</b>	<b>SOUTHERN REGION</b>
Bergen	Hunterdon	Mercer	Atlantic
Essex	Middlesex		Burlington
Hudson	Monmouth		Camden
Morris	Ocean		Cape May
Passaic	Somerset		Cumberland
Sussex			Gloucester
Union			Salem
Warren			

#### 4.4.1.13 PUBLIC WORKS CONTRACTOR REGISTRATION

The Public Works Contractor Registration Act (PWCRA) requires that all contractors, including named subcontractors, to register with the Department of Labor prior to submitting price proposals or engaging on certain public works contracts that exceed the prevailing wage threshold. The prevailing wage threshold for the State is \$2,000.

Because the PWCRA uses the definition of public works contracts under the prevailing wage law, where the law uses the term “bidding”, contracting units are advised to read that as meaning to “submit” a price proposal.” Thus, the law applies to the formal bidding process where the contract is awarded to the lowest responsible bidder, and the receipt of informal quotations awarded to the vendor whose proposal is the “most advantageous, price and other factors considered.”

Under the law a contractor is a “person, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof who enters into a contract” which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25 et seq.]. It applies to contractors based in New Jersey or in another state.

The PWCRA defines “public works projects” as contracts for “public work” as defined in the Prevailing Wage Act [N.J.S.A. 34:11-56.26(5)]. The term means: “Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.

“Public work” shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds,”

“Maintenance work” means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While “maintenance” includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

In order to provide guidance to contracting officials on implementing the law, nine key principles have been identified in the law. The nine items follow:

1. The law applies to all “public works contracts” that exceed the contracting unit’s prevailing wage threshold, as set by N.J.S.A 34:11-56.26 (a) and (b).
2. The law applies to contracts for which public bidding is required, as well as those for which quotations are received.
3. All named contractors in a bid proposal (including out-of-state contractors) must be registered with the Department of Labor’s Division of Wage and Hour Compliance **at the time proposals are received by the public entity.**
4. The law requires contractors to submit certificates after a bid proposal is received and prior to awarding the contract. (N.J.S.A. 34:11-56.55)
5. After bid proposals are received, and prior to contract award, the potential awardee must submit to the public entity copies of certifications of all listed subcontractors.
6. The contracting agent must review the certificates to be sure they were in effect at the time the bid proposals were received.
7. Non-listed subcontractors do not have to be registered until they physically start the public work assigned to them.
8. Bid proposal documents need to inform those submitting proposals of these requirements.
9. Emergency work is covered under the provisions of the Prevailing Wage Act and the PWCRA.

All potential bidders are advised that:

1. All named contractors must be registered with the Department of Labor pursuant to the PWCRA at the time the proposal is received, or the proposal will be determined to be non-responsive.
2. Any non-listed contractor must be registered with the Department of Labor prior to physically starting work.

All contractor certifications will be confirmed by using the Department of Labor's Division of Wage and Hour Compliance website ([www.nj.gov/labor/lsse/lspubcon.html](http://www.nj.gov/labor/lsse/lspubcon.html)). This site only shows approved contractors; there is no "pending" approval or a "grace" period.

Additional information on the PWCRA can be obtained from the:

Contractor Registration Unit	Telephone: 609-292-9464
Division of Wage and Hour Compliance	Fax: 609-633-8591
New Jersey Department of Labor	E-mail: <a href="mailto:contreg@dol.state.nj.us">contreg@dol.state.nj.us</a>
PO Box 389	Web site: <a href="http://www.nj.gov/labor/lsse/lspubcon.html">www.nj.gov/labor/lsse/lspubcon.html</a>
Trenton, New Jersey 08625-0389	

The web site has links to the PWCRA Registration Form, Listing of Contractors, Prevailing Wages and other useful information.

#### 4.4.2 SUBMITTALS

##### 4.4.2.1 DISCLOSURE OF PRODUCT COMPOSITION

If requested by the State during the term of the contract, the contractor must furnish MSDS or manufacturer's equivalent information sheets on the products and/or chemicals used in performing the services specified in the contract to the Using Agency. These sheets must list complete chemical ingredients including the percentage composition of each ingredient in the mixture down to 0.1%, and the chemical abstract services numbers for those substances listing any potentially hazardous products, which may produce gas during or following application.

##### 4.4.2.2 BIDDER DATA SHEETS

The bidder must provide all of the information requested in the Bidder's Data Packet located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x37842.shtml>.

##### 4.4.2.3 REFERENCE DATA SHEETS - SATISFACTORY CUSTOMER SERVICE

The bidder must provide all of the information requested in the Bidder's Data Packet located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x37842.shtml>.

##### 4.4.2.4 MANDATORY CONTRACTOR DATA SHEET - TERMINATED CONTRACTS

The bidder must provide all of the information requested in the Bidder's Data Packet located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x37842.shtml>.

#### **4.4.2.5 SAMPLES/SAMPLE TESTING**

The bidder will submit a manufacturers, clearly marked original product sample book (architectural folder) including construction specifications and performance specifications for each of the product line items bid.

A total of three (3) samplings per price line may be submitted.

All three (3) samples offered, must be proposed at that one (1) line item price.

Each sample submitted should have attached an index card that will identify the company submitting the sample and clearly identifying the price line for which it is intended, the manufacturer, ounce weight and density.

The samples submitted must meet or exceed the specifications set forth in this RFP for each item and price line bid.

Vendors will submit a manufacturer's price sheet for each product bid, to indicate the cost of cut and roll pricing as it relates to the length of carpet that differentiates cut size from roll size.

All items within a category (i.e., carpet tiles, broadloom, woven broadloom, and 6' wide carpet) must be bid in order to be considered for award of that category.

Products offered must be in accordance with this RFP. If requested, bid samples for evaluation and testing purposes must be made available at no charge and delivered to the State, at the bidder's expense. Bidders must, within 10 working days following a request from the State, submit bid samples. Bid samples will not be returned. The State will conduct laboratory tests to assure that the bid samples submitted conform to this RFP. The State reserves the right to perform any tests necessary to assure that the bid samples conform to this RFP. The testing results of the State are final.

#### **4.4.2.6 FINANCIAL CAPABILITY OF THE BIDDER**

In order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, if requested, the bidder must submit certified financial statements to include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. This information shall be provided within five (5) business days of request. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

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

The State reserves the right to make the determination to accept the assertion and shall so advise the bidder.

#### **4.4.2.7 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 region(s) being bid.

If unable to submit the required certification with its bid proposal, the bidder shall submit same by certified mail within seven (7) calendar days after the bid opening date. Failure to submit required certification shall cause the bid for that brand to be disqualified.

The certification shall be on 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 the required authority to commit, obligate and bind the manufacturer financially. Memos, e-mails, or undated and/or unsigned letters will not be acceptable.

Certification letters received in response to this requirement cannot be withdraw 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.

The manufacturer's letter of certification shall identify the bid identification number, bidder, brand and regions(s).

#### **4.4.3 PRICE 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 METHOD OF BIDDING**

The bidder must complete appropriate price lines on the State supplied price sheet(s) for all items being bid. Vendor submittals will include a manufacturer's price sheet for each product bid, indicating the cost of cut and roll pricing and the length of carpet that differentiates cut size from roll size. Samples submitted must indicate the price line for which its sample is intended.

To insure diversity in product offerings, bidders may submit up to three (3) styles/manufacturers per line item that can be offered at the same price. Bidders may use the far right hand column to enter the appropriate information; style Name & Numbers, Manufacturer and Warranty Period.

Bidder must bid all carpet listed within a category as well as accompanying installation, and accessory price lines, in order to be eligible for that category. The four categories are as follows: **Broadloom, Carpet Tiles, 6'Wide and Woven.**

Bidder shall also provide manufacturer name, style name and number as well as warranty information on pricing lines. Bidder shall provide delivery information on the Signatory Page.

The State will be divided into four (4) regions as follows:

**NORTHERN** - Bergen, Essex, Hudson, Morris, Passaic, Sussex, Union and Warren Counties

**CENTRAL** - Hunterdon, Middlesex, Monmouth, Ocean and Somerset Counties

**CAPITAL** - Mercer County

**SOUTHERN** - Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester and Salem Counties

Bidder shall provide one price for each item, regardless of region(s) being bid.

Pricing is required as follows:

#### **CARPET**

For all carpet, provide roll and cut price per square yard. For carpet tiles, bidder shall also provide number of yards per box. For carpet padding, bidder shall also provide # of yards per roll.

The pricing pages are structured as outlined below:

**Broadloom Carpet**

Categorized by ounce weight, density and class wear **(Price lines 1-10)**

**Woven Carpet**

Categorized by ounce weight, density and class wear. **(Price lines 11-16)**

For Woven carpets, the price lines and the ounce weights indicated may include the extended weight of a fraction.

Example: Products bid for the 28oz price line may have a 28.7 oz. weight, as a product of 30.2 oz. weight may be submitted for the 30 oz. price line and a 34.5 oz. weight would also be acceptable for the 34 oz. price line. Density would still apply and is specified for all price lines.

**Carpet Tiles**

Categorized by standard or self-stick backing, density and class wear. **(Price lines 17-22)**

**NOTE:** If the manufacturer being bid for carpet tile or 6' wide product does not supply the same in self-stick, the bidder is to provide pricing for standard back 6' and tiles from one manufacturer and select another manufacturer for the price line of self-stick items in order to complete that category.

**6' Wide Carpet Rolls**

Categorized by ounce weight, density, standard or self-stick backing, and class wear **(Price lines 23-28)**

**Padding**

Categorized by ounce weight, thickness, and class wear. **(Price lines 29-32)**

**INSTALLATION**

For all installation provide price per square yard.

Unitary Back Direct Glue-Down Installation **(Price line 33)**

Standard Backing, Action, Etc. Direct Glue-Down Installation **(Price line 34)**

Carpet Tile Direct Glue-Down Installation **(Price line 35)**

Self-Stick Carpet Tile Installation **(Price line 36)**

Woven Carpet Direct Glue-Down Installation **(Price line 37)**

Broadloom Carpet Double Glue-Down Installation **(Price line 38)**

Carpet – 6' Wide Roll Double Glue-Down Installation **(Price line 39)**

Carpet – 6' Wide Self-Stick Installation **(Price line 40)**

**EDGING/BINDING/FINISHES**

For the following provide price per linear ft.

4" Vinyl Cove Base Installed **(Price line 41)**

Vinyl Finish Edging – Molding – Reducers Installed **(Price line 42)**

Rubber Finish Edging Installed **(Price line 43)**

Carpet Cove Binding Installed **(Price line 48)**

For the following provide price per square foot:

Vinyl Composition Tile (VCT) Installed **(Price line 50)**

**FLOOR PREPARATION AND FURNITURE MOVEMENT**

Provide price per man hour:

Floor preparation – miscellaneous charges for patching including materials **(Price line 44)**

Furniture movement – charges for movement of normal office furniture **(Price line 45)**  
Retrofit charges – cost to retrofit carpet under existing systems furniture **(Price line 46)**

**REMOVAL, DISPOSAL AND CLEANING SERVICES**

For the following provide price per square yard:

Removal and disposal of old carpet and materials-price on this line will include labor **(Price line 47)**

Provide price per square ft. for the following:

Carpet Cleaning Services – Extraction Method **(Price line 49)**

For each of the four (4) carpet types listed above, award shall be made to four (4) bidders per region, (See Section 4.4.1.12 for bidding by region), per criteria outlined in Section 6.0. Agencies will be instructed to obtain quotes from all four contractors when purchasing carpet. Bidders receiving an award for carpet will also be awarded the applicable price lines for padding, installation, and other miscellaneous services.

## **5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

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

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x37842.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the NJ 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 STATE CONTRACT MANAGER**

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the contractor will be provided with the State Contract Manger name, department, division, agency, address, telephone number, fax phone number, and email address.

#### **5.2.1 STATE CONTRACT MANAGER RESPONSIBILITIES**

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

#### **5.2.2 OTHER DUTIES OF THE STATE CONTRACT MANAGER**

The State Contract Manager shall have the following additional duties:

- a) If the State Contract Manager determines that the Contractor has failed to perform the work of the contract and is unable to resolve that failure to perform directly with the contractor, the State Contract Manager shall file a formal complaint with the Contract Compliance Unit in the Division of Purchase and Property and request that office to assist in the resolution the contract performance problem with the contractor.
- b) The State Contract Manager is responsible for arranging for contract extensions and preparing any reprourement of the contract with the Purchase Bureau.

- c) The State Contract Manager is responsible for obtaining permission from the Director to reduce the scope of work, amend the contract or add work or special projects to the contract after contract award.
- d) The State Contract Manager is responsible for completion of the Project Performance Assessment Form for submission to the CCAU Unit of the Division, with a copy to the Associate Director of OMB; the Project Performance Assessment Form shall be submitted annually for multi-year contracts and at their completion. For contracts of one (1) year or less, the Project Performance Assessment Form shall be submitted within six (6) months of signing and at project completion.
- e) The State Contract Manager is responsible for submitting the Contractor final deliverables to the Associate Director of OMB.
- f) The State Contract Manager is also responsible to formally report, to the Division of Purchase and Property's Assistant Director, CCAU, using the PB-36 Formal Complaint form, all instances when deliverables, i.e. commodities and/or services, are not in accordance with the contract specifications or scope of work. Variances from contract pricing shall be reported in this same manner to ensure that State and other using agencies receive the goods and/or services at the pricing established at the time of contract award or amendment(s) to the contract.

### 5.2.3 COORDINATION WITH THE STATE CONTRACT MANAGER

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.

### 5.3 BUSINESS REGISTRATION

The following shall supplement the Section 1.1, NJ Standard Terms and Conditions pertaining to Business Registration set forth in the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x37842.shtml>.

“Affiliate” means any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. An entity controls another entity if it owns, directly or individually, more than 50% of the ownership in that entity.

“Business organization” means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof;

“Business registration” means a business registration certificate issued by the Department of the Treasury or such other form or verification that a contractor or subcontractor is registered with the Department of Treasury;

“Contractor” means a business organization that seeks to enter, or has entered into, a contract to provide goods or services with a contracting agency;

“Contracting agency” means the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, or any independent State authority, commission, instrumentality or agency, or any State college or university, any county college, or any local unit; with respect to this Contract, the contracting agency shall mean the Division;

“Subcontractor” means any business organization that is not a contractor that knowingly provides goods or performs services for a contractor or another subcontractor in the fulfillment of a contract.

A bidder shall submit a copy of its business registration at the time of submission of its bid proposal in response to this RFP.

A subcontractor shall provide a copy of its business registration to any contractor who shall forward it to the contracting agency. No contract with a subcontractor shall be entered into by any contractor unless the subcontractor first provides proof of valid business registrations.

The contractor shall provide written notice to all subcontractors that they are required to submit a copy of their business registration to the contractor. The contractor shall maintain a list of the names of any subcontractors and their current addresses, updated as necessary during the course of the contract performance. The contractor shall submit to the contracting agency a copy of the list of subcontractors, updated as necessary during the course of performance of the contract. The contractor shall submit a complete and accurate list of the subcontractors to the contracting agency before a request for final payment is made to the Using Agency.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State.

This paragraph shall apply to all contracts awarded on and after September 1, 2004

#### **5.4 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 signatory page of this RFP <http://www.state.nj.us/treasury/purchase/bid/summary/06x37842.shtml>. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of two one-year periods, by the mutual written consent of the contractor and the Director. Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than 45 days after contract expiration.

#### **5.5 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 two (2) ninety (90) day periods beyond the expiration date of the contract.

#### **5.6 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 is 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.

#### **5.7 CONTRACT AMENDMENT**

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

#### **5.8 CONTRACT ACTIVITY REPORT**

In conjunction with the standard record keeping requirements of this contract, as required by paragraph 3.19 of the NJ Standard Terms and conditions, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06X37842.shtml>, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting from this Request for Proposal. This includes purchases made by all Using Agencies including the State and political sub-divisions thereof. This

reporting requirement includes sales to State Using Agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State board, department or any bi-state governmental entity of which the State of New Jersey is a member.

following:

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

- Contractor’s total sales volume to each purchaser under the contract, subtotaled by product, including, if applicable, catalog number and description, price list with appropriate page reference and/or contract discount applied or contract line number as applicable to contract.

**SAMPLE CONTRACT ACTIVITY REPORT**

<b>For period 01/01/06 - 03/31/06</b>	<b>Agency</b>	<b>Vendor’s Total Sales Volume</b>
		<b>\$100,000</b>
Sub-totaled by: Sales Volume per Agency	(Agency 100)	\$ 25,000
	(Agency 200)	\$ 30,000
	(Agency 300)	\$ 20,000
	(Agency 400)	\$ 25,000
Sub-totaled by: Product used per agency (include; manufacturer, style name and number, general description, ounce weight and density)		
Shaw “Peto” ##### 26oz. Carpet Tile	(Agency 100)	Agency usage per Sq.Yd. per product
Mohawk “Regent Row” ##### 34oz.Woven Broadloom	(Agency 200)	
J&J “Impulse” ##### 24oz.High Density Broadloom	(Agency 300)	
Collins Aikman “Infinity” ##### 6’ High Density, 20oz. 6,6 nylon	(Agency 400)	

Agencies may use multiple products. List those products accounting for 25% or more of the Agency Sales Volume.

Quarterly Maintenance Records are mandatory; vendors shall create a standard record keeping format within their normal ordering procedures so the quarterly reporting can be relied on as a convenient submittal satisfying the terms and conditions of this RFP and the State of New Jersey.

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

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

Failure to submit these mandated reports will be a factor in future award decisions and may cause a bidder to lose an award.

## **5.9 PROCEDURAL REQUIREMENTS AND AMENDMENTS**

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

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

5.9.3 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.

## **5.10 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 Agency reveals 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.

### **5.10.1 DISCONTINUED ITEMS**

In the event a line item is discontinued, the contract vendor of the line item may offer a replacement product from the original line item manufacturer. This product must meet or surpass all specifications of the original line item and will be offered at no increase in pricing.

Replacement products will be made available to the State at the same price submitted in the original RFP for that particular line item.

All replacement products added to accepted lines must be submitted in writing to the State for approval, with a copy of the new catalog/sample and Manufacturers Specifications and Warranty Information.

In the event an item is discontinued and is not being replaced, no other substitution will be allowed. There will be no further action taken for that contract line item. That contract line for the contract holder will be considered cancelled. Further, that line item will not be re-awarded to another vendor.

### **5.10.2 PRICE REDUCTIONS**

In the event of a manufacturer's price decrease on current and running lines whether from over runs or attic stock due to anticipated usage during the contract period, the State shall receive full benefit of such price reductions. The discounted products must qualify as those specific to awarded line items and in bulk be of one dye lot to successfully complete any one given purchase order. Such reductions will be available to all State Using Agencies.

## **5.11 DISCLOSURE OF PRODUCT COMPOSITION**

See Section 4.4.2.1

## **5.12 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.

### **5.13 MANUFACTURING/PACKAGING REQUIREMENTS**

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

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

5.13.3 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.

### **5.14 PERFORMANCE BOND**

Not applicable to this RFP.

### **5.15 CLAIMS**

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1.1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

### **5.16 CONTRACTOR RESPONSIBILITIES**

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

### **5.17 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)**

This Subsection serves to supplement but not to supersede Section 3.11 of the NJ Standard Terms and Conditions of this RFP. (Also see "Subcontractor Set-Aside Forms" which is a separate four (4) page form for this RFP on the "Bidding Opportunities Website").

If it becomes necessary for the contractor to substitute a subcontractor, add a subcontractor or substitute its own staff for a subcontractor, the contractor will identify the proposed new subcontractor or staff member(s) and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution or addition.

The contractor must provide detailed resumes of its proposed replacement staff or of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the contractor in its bid proposal.

The contractor shall forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval.

No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

## **5.18 FORM OF COMPENSATION AND PAYMENT**

This Section supplements Section 4.5 of the New Jersey Standard Terms and Conditions located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x37842.shtml>. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. (See "Proposal Form for Using Agency" Section 5.18.2 below). When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

In addition, primary contractors must provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business subcontractor(s). This breakdown shall be sent to the Purchase Bureau Business Unit, Set-Aside Coordinator.

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

### **5.18.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD**

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 using 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 MasterCard. Additional information can be obtained from banks or merchant service companies.

### **5.18.2 PROPOSAL FORM FOR ADMINISTRATION AGENCY**

The Using Agency, anticipating purchase of carpeting, should estimate the scope of the project. A sketch of the area to be carpeted should be developed, including overall dimensions. Area (SF) divided by 9 yields the required number of square yards (SY). Perimeter (length plus width) will yield the linear feet (LF) for vinyl base. These preliminary figures should be used to establish a project budget, prior to contacting vendors to prepare a written proposal.

The Using Agency must anticipate the expense of preparing the space for installation, including moving of furniture, retrofitting systems furniture, etc. This contract contains pricing for these services.

Having determined the quality level of goods (face weight) to be obtained through the contract, the Using Agency shall request a walk-through with the four contractors for the particular category. The agency

should then request a written proposal from the four contractors, within three business days. The contractor shall advise the Using Agency of any unusual site conditions that would require significant departure from the pricing schedule for yard goods installed. The proposed installation should demonstrate the most efficient use of materials: width of rolls, location and number of seams, etc.

The vendor's proposal shall be submitted on the form provided by the Using Agency (using "NOT TO EXCEED ESTIMATE" form in Section 5.18.3) and shall identify the number of yards of carpeting, the amount of vinyl base, and any additional charges on other contract lines. Work shall not proceed until the Using Agency has approved all line items proposed.

The Using Agency, upon receiving estimates (See Section 5.18.4) from all three qualified contractors, considering all factors, shall make the final determination, regarding contractor choice.



#### 5.18.4 NOT TO EXCEED ESTIMATES

The **THREE** awarded contractors per region will be given the project descriptions and asked to submit a "not to exceed estimate" for the entire project. The Using Agency will choose the vendor to perform the work for the project based both on the overall submitted costs and what is determined by the Using Agency to be in the best interest of the State.

#### 5.18.5 METHOD OF ASSIGNING WORK

5.18.5.1 When a project arises in a region, the awarded contractors in that region will be contacted by the Using Agency and a determination of project award will be made based on the following criteria:

- 1) In the opinion of the Using Agency, which contractor has the ability to meet the needs of the State.
- 2) The total costs submitted in the "not to exceed" project cost estimate.

A project cost proposal will be requested from each contractor. The contractor will provide a "not to exceed estimate" on the form in Section 5.18.3. The Using Agency will then provide authorization by signing the form for the amount of the "not to exceed" estimate to the contractor that is determined to have submitted the project cost estimate that is in the best interest of the State. The contractor will be paid at the applicable rates only for the time it actually works, not necessarily for the entire amount of the estimate. The contractor will not be paid for any time and materials that exceed the "not to exceed" estimate.

5.18.5.2 The State reserves the right to offer any project to either of the other two contractors for the particular region when the State determines that the originally chosen contractor in that region for that project is not in a position to meet the needs of the State.

#### 5.18.6 METHOD OF OPERATION AND ORDERING INSTRUCTIONS

5.18.6.1 All purchase orders exceeding \$20,000.00 for State agencies will be reviewed by the Division of Property Management and Construction.

5.18.6.2 All agency purchases are subject to Procurement Circular PC 92-09 GSA and any update thereto. This circular can be reviewed at the following website address:  
<http://www.state.nj.us/infobank/circular/cir9209a.htm>

5.18.6.3 Purchase orders exceeding \$20,000.00 are to be submitted to the Purchase Bureau for release. A floor plan with the quote from a contract vendor must be submitted with the request.

5.18.6.4 Purchase orders less than \$20,000.00 - issue agency contract release order to appropriate contract vendor(s).

5.18.6.5 Agency guide for product purchasing is listed as "Traffic Conditions" in section 3.6.

5.18.6.6 Agency purchasing for items not covered by this contract will be per Procurement Circular 00-13-DPP (23-1) for Delegated Purchasing Authority. The website address for this circular is:

<http://www.state.nj.us/infobank/circular/cir0013x.htm>

## 5.19 REQUIREMENTS OF EXECUTIVE ORDER 134

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Executive Order 134 was signed on September 22, 2004 ("EO 134"). Pursuant to the requirements of EO 134, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

### 5.19.1 DEFINITIONS

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

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

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. It also includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under 26 U.S.C.A. 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse or child, residing in the same household.

### 5.19.2 BREACH OF TERMS OF EXECUTIVE ORDER 134

It shall be a breach of the terms of the contract for the Business Entity to (i) make or solicit a contribution in violation of this Order, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of EO 134; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of EO 134; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of EO 134.

### 5.19.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by Executive Order 134 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing

political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134> , shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State’s request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

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

#### **5.19.4 STATE TREASURER REVIEW**

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

#### **5.20 REQUIREMENTS OF N.J.S.A. 52:34-13.2**

Under the referenced statute, effective August 5, 2005, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

##### **5.20.1 SOURCE DISCLOSURE REQUIREMENTS**

Pursuant to the statutory requirements, all bidders seeking a contract primarily for services with the State of New Jersey must disclose the location by country where services under the contract, including subcontracted services, will be performed.

If any of the services cannot be performed within the United States, the bidder shall state with specificity the reasons why the services cannot be so performed. The Director shall determine whether sufficient justification has been provided by the bidder to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

Accordingly, the bidder should submit with its bid proposal the Source Disclosure Certification form located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/06X37842.shtml>. If the information is not submitted with the bid proposal, it shall be submitted within five (5) business days of the State’s request for the information.

**FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.**

##### **5.20.2 BREACH OF CONTRACT FOR SHIFT OF SERVICES OUTSIDE THE UNITED STATES**

**A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT.**

If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of the services outside

the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions of the RFP, unless previously approved by the Director and the Treasurer.

## 5.21 PREVAILING WAGE ACT

5.21.1 This contract is subject to the Prevailing Wage Act, N.J.S.A. 34:11-56.26 et seq. Contractors and any subcontractors are therefore required to be registered at the time of bid submission under the Contractors' Registration Act N.J.S.A. 56:8-136, et seq., or the bid proposal will be rejected. Further, contractors, and any subcontractors, are required at the time of purchase order, to seek a specific wage determination from the Department of Labor for the area where the work will be performed to be certain of compliance with the Prevailing Wage Act.

## 5.22 CONTRACT PRICE INCREASE (PREVAILING WAGE)

If the Prevailing Wage Act (N.J.S.A. 34:11-56 et. seq.) is applicable to the contract, the contractor may apply to the Director, on the anniversary of the effective date of the contract, for a contract price increase. The contract price increase will be available only for an increase in the prevailing wages of trades and occupations covered under this contract during the prior year. The contractor must substantiate with documentation the need for the increase and submit it to the Director for review and determination of the amount, if any, of the requested increase, which shall be available for the upcoming contract year. No retroactive increases will be approved by the Director.

## **6.0 PROPOSAL EVALUATION/CONTRACT AWARD**

### **6.1 CONTRACT EVALUATION**

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 The total of the overall net prices per carpet category, including installation.

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

6.1.3 The warranty proposed for the carpet offered.

6.1.4 Experience of the bidder.

This criteria may be weighted at the discretion of the Purchase Bureau. Such weights shall be made known at the bid opening.

In the event of a tie, weighted criteria for selected services will be used to determine the lowest eligible bidder.

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

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.

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

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

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

### **6.3 BID DISCREPANCIES**

In evaluating bids:

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

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

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

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

In response to the State's request for a BAFO, bidders may submit a revised price proposal that is equal to or lower in price than their original submission, but must continue to satisfy all mandatory requirements. Any revised price proposal that is higher in price than the original will be rejected as non-responsive and the original bid will be used for any further evaluation purposes.

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

All contacts, records of initial evaluations, any correspondence with bidders related to any request for negotiation or BAFO, any revised technical and/or price proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a contract is issued.

#### **6.5 CONTRACT AWARD**

Award shall be made to four bidders per category per region. In order to ensure diversity of products, when the exact product is bid by more than one bidder, only the lowest responsive bidder for that product will receive an award. For example, if the first and second lowest responsive bidders for a category bid the exact product of the same manufacturer, only the lowest responsive bidder will be awarded that product.

Contract award[s] shall be made with reasonable promptness by written notice to that responsible bidder(s), whose bid proposals, conforming to this RFP, are most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest so to do.