



NOTICE OF AWARD

Bid Number: 06-X-37522

REQUEST FOR PROPOSAL FOR:

CATCH BASIN CASTINGS, INLETS & MANHOLES

Date Issued: 07/20/2005

Purchasing Agency

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

Using Agency

State of New Jersey
Cooperative Purchasing Members

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This request for proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of The Treasury on behalf of all using agencies. The purpose of this RFP is to solicit bid proposals to supply iron/steel covers used to protect storm sewers or sanitary sewers, bicycle safe grates and appurtenances, manhole components, inlet components and ladder rungs for drainage structures.

The intent of this RFP is to award contracts to those responsible bidders whose bids, conforming to this RFP, are most advantageous to the State, price and other factors considered.

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

The State intends to extend the contract[s] awarded to the Purchase Bureau's cooperative purchasing partners. These partners include quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges.

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

1.2 BACKGROUND

This is a reprourement of the Catch Basin Castings, Inlets and Manholes Contract, presently due to expire on June 30, 2005. Bidders who are interested in the current contract specifications and pricing information are encouraged to visit the Purchase Bureau's site on the World Wide Web. The applicable "T" reference number for this lookup is T-0148. 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 vendors by e-mail. Written questions should be e-mailed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

E- Mail: al.karamali@treas.state.nj.us

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

1.3.1.1 QUESTION PROTOCOL

Questions should be e-mailed in writing to the attention of the assigned Purchase Bureau buyer. Questions should be directly tied to the RFP by the writer. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

The cut-off date for questions and inquiries relating to this RFP is ten (10) days prior to bid opening. 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.)

1.3.2 SUBMISSION OF BID PROPOSAL

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

| | |
|------------------|---|
| DATE: | 06/03/2005 |
| TIME: | 2 PM |
| LOCATION: | BID RECEIVING ROOM - 9TH FLOOR PURCHASE BUREAU DIVISION OF PURCHASE AND PROPERTY DEPARTMENT OF THE TREASURY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NJ 08625-0230 Directions to the Purchase Bureau can be found on the following website: http://www.state.nj.us/treasury/purchase/directions.shtml |

1.4 ADDITIONAL INFORMATION

1.4.1 REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum.

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

[HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML.](http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml)

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

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

1.4.2 ADDENDUM AS A PART OF THIS RFP

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

1.4.3 ISSUING OFFICE

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

1.4.4 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP. By submitting a bid proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, as to all of the requirements of this RFP.

1.4.5 COST LIABILITY

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

1.4.6 CONTENTS OF BID PROPOSAL

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 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 Director 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, MacBride Principles Certification and business registration must be supplied by each party to the joint venture.

1.5 STANDARD DOT SPECIFICATION REFERENCES

Standard DOT Specification References will appear as follows where applicable: *Standard DOT Specification XXX.XX*. All such paragraph numbers appearing throughout this RFP refer to specific sections of standard New Jersey Department of Transportation specifications and reference books.

2.0 DEFINITIONS

2.1 STANDARD 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.

Days – Unless otherwise designated, days as used in the contract documents mean calendar days.

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

Division – The Division of Purchase and Property

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

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

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

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

Specifications – The term "Specifications" means the directions, provisions and requirements giving interpretations of the work to be performed under this contract.

State – State of New Jersey

State Business Day – A calendar day, exclusive of Saturdays, Sundays, State recognized legal holidays or State office closings as declared by the Governor.

State Contract Manager – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work. For purposes of this contract the State Contract Manager shall be the Supervisor of Materials (or designee) at the New Jersey Department of Transportation 1035 Parkway Avenue, Trenton, NJ 08625; Phone: (609) 530-3846. (Standard DOT Specification 101.04

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

2.2 CONTRACT SPECIFIC DEFINITIONS

Abbreviations

Standard DOT Specification 101.01& 101.2

Wherever in the specifications or other contract documents the following abbreviations and terms, or pronouns in place of them, are used, the intent and meaning, unless a different intent or meaning is clearly indicated, shall be interpreted as set forth in the following subsection.

When a publication is specified, it shall refer to the most recent date of issue as a specific date or year is provided for.

Wherever the following abbreviations are used, they are to be constructed the same as the respective expressions represented.

AASHTO – American Association of State Highway and Transportation Officials
ANSI – American National Standards Institute
ASTM – American Society for Testing and Materials
CIAP – Construction Industry Advancement Program of New Jersey
FHWA – Federal Highway Administration
FSS – Federal Specifications and Standards,
GSA – General Services Administration
NEMA – National Electrical Manufacturers Association
NJAC – New Jersey Administrative Code
NJDOT – New Jersey Department of Transportation
NJS – New Jersey Statutes Annotated
NACE – National Association of Corrosion Engineers
OSHA – Occupational Safety and Health Administration
UL – Underwriters' Laboratories

Department – The term "Department" means the Department of Transportation of the State of New Jersey, as created by law.

Department Laboratory – The term "Department Laboratory" means the main testing laboratory located at 930 Lower Ferry Road, Trenton, New Jersey 08625 or such other laboratory as the department may designate.

Engineer – The term "Engineer" means the State transportation engineer, as created by law, acting directly or through his duly authorized representatives, such representatives acting within the scope of the particular duties delegated to them.

NOTE: In order to avoid repetition, whenever the following words are used, it shall be understood as if they were followed by the words "To the Engineer" or "By the Engineer":

"Acceptable, Accepted, Added, Allowed, Applied, Approved, Assumed, Authorized, Awarded, Calculated, Charged, Checked, Classified, Computed, Condemned, Conducted, Considered, Considered Necessary, Contemplated, Converted, Deducted, Deemed, Deemed Necessary, Deleted, Designated, Determined, Directed Disapproved, Divided, Documented Established, Evaluated, Examined, Excluded, Furnished, Given, Granted, Included, Incorporated, Increased, Indicated, Inspected, Insufficient, Issued, Made, Marked, Measured, Modified, Monitored, Notified, Observed, Obtained, Opened, Ordered, Paid, Paid For, Performed, Permitted, Provided, Received, Recorded, Reduced, Re-Evaluated, Rejected, Removed, Required, Reserved, Re-Tested, Returned, Sampled, Satisfactory, Scheduled, Specified,

Stopped, Submitted, Sufficient, Suitable, Supplied, Suspended, Taken, Tested, Unacceptable, Unsatisfactory, Unsuitable Or Used.

Inspector – The engineer's authorized representative assigned to inspect contract performance, methods and materials related to the work both on and off the site of the project.

Materials Questionnaire – The specified forms on which the contractor shall notify the engineer of the sources of materials he expects to use.

Project – The specific section of highway or other public improvement together with all appurtenances and construction to be performed thereon under the contract. The necessary work of providing the various materials and services in combination or individual and performing the work in order to obtain the product required under the terms of this contract. The project may include work by others under other contracts.

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

All materials shall be in accordance with the specifications provided in this section.

3.1 Technical Specifications

3.2 INCLUDED PRODUCTS

- A. Catch Basin Components
- B. Bicycle Safe Grates and Appurtenances
- C. Manhole Components
- D. Inlet Components
- E. Ladder Rungs for Drainage Structures

3.3 INQUIRIES REGARDING PROJECT

Standard DOT Specification 101.04

After award of the contract, inquiries regarding the various types of work under this contract should be directed to the Supervisor of Materials at the New Jersey Department of Transportation offices located at 1035 Parkway Avenue, Trenton, New Jersey 08625, Telephone: (609) 530-3846.

3.4 INTERPRETATION OF QUANTITIES IN BID SCHEDULE

Standard DOT Specification 102.04

The quantities appearing in the bid schedule are approximate only and are prepared for the comparison of bids. Payment will be made only for the actual quantities of work performed and materials furnished in accordance with the contract. Such payment shall be made at the original unit prices for the accepted quantities of work accepted by the engineer. The scheduled quantities of work to be done and materials to be furnished may each be increased or decreased, or pay items may be eliminated in their entirety.

3.5 CONTROL OF WORK

Standard DOT Specification 105

3.5.1 AUTHORITY OF THE ENGINEER

Standard DOT Specification 105.1

The engineer will decide on all questions that may arise as to the quality and acceptability of materials furnished.

3.5.2 CONFORMITY WITH CONTRACT DOCUMENTS

Standard DOT Specification 105.05

All materials furnished shall be in conformity with the material requirements, including tolerances, if any, shown in the contract documents.

In the event the engineer finds the material or the finished product in which the materials are used, or the work performed are not in conformity with the specifications, and have resulted in any inferior or unsatisfactory product, the work or materials shall be removed, the storage tanks cleaned and the material replaced within forty-eight (48) hours, at no cost to the State.

3.5.3 DUTIES OF THE INSPECTOR

Standard DOT Specification 105.13

Inspectors employed by the Department will be authorized by the engineer to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation or manufacture of the materials to be used.

3.5.4 INSPECTION OF WORK/MATERIALS

Standard DOT Specification 105.14

All materials and each part or detail of the work shall be subject to inspection by the engineer. The engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the contractor as is required to make a complete and detailed inspection. When the engineer is in or about the premises above referred to in the course of his employment, he is deemed conclusively to be an invitee of the contractor. If the contractor is not the owner of the place where preparation or manufacture is in progress, the owner thereof shall be deemed to be the agent of the contractor with respect to the obligation assumed hereunder. The contractor or his agent shall be responsible for the payment of claims for injuries to the engineer due to negligence on the part of the said contractor or his agent.

The engineer may order any materials delivered without his supervision or inspection to be removed and replaced at the contractor's expense. Also, should the materials delivered prove unacceptable, the removal and replacement of such materials will be at the contractor's expense.

The contractor is responsible for carrying out the provisions of the contract at all times and for control of the quality of the materials regardless of whether an authorized inspector is present or not. This obligation to perform the work in accordance with the contract documents is not relieved by the observations of the engineer in the administration of the contract, nor by inspections, tests or approvals by others. Work and materials not meeting the contract requirements shall be made good and unsuitable work and materials may be rejected, notwithstanding that such work or materials have been previously inspected and approved by the department or that payment therefore has been included in a monthly invoice.

3.6 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS

Standard DOT Specification 106.01

All materials shall be furnished by the contractor, unless otherwise specifically prescribed in the contract documents. The materials shall conform to the requirements of the contract documents and shall be from approved sources. Only materials which have been approved by the engineer shall be used.

Promptly after the execution of the contract, the engineer shall be notified on materials questionnaire forms furnished by the NJ DOT, of the sources of materials expected to be used during the 6-month period thereafter. Such notice shall be received by the engineer no later than 10 days prior to the shipment of materials from a source not previously approved, except that, with the engineer's consent, shipments of materials from approved stocks may be permitted to be made three (3) days after notice to the engineer.

Within 12 hours after receiving a shipment of materials, the engineer shall be notified of the kind, size, quantity and location thereof.

In any item, the sources, brands or types of materials shall not be changed without the consent of the engineer. Request for such changes shall be filed with the engineer the number of days in advance of such changes as required above.

The foregoing provisions shall apply with regard to requests by subcontractors for the sources of the material they propose to use, such requests to be submitted through the contractor.

The notice provisions of this subsection shall not be so construed as to relieve the contractor of his obligation to ensure that all materials required shall be available at the time and place as set forth in Section 3.12 (Standard DOT Specification 108.10) is met. If any doubt exists as to the timely availability of a material, the engineer shall be immediately informed, in writing, of the potential problem and of the action to be taken to guarantee the availability of such materials.

Stock storage of materials whose availability is or may be problematical shall be established at an early date.

3.7 MATERIALS, INSPECTION, TESTS AND SAMPLES

Standard DOT Specification 106.03

After notification of bid award and prior to shipment of the material, the contractor shall contact the Manager, Bureau of Materials, 930 Lower Ferry Road, Trenton, New Jersey 08625, Telephone (609) 530-2308, to arrange for inspection and testing of the material. Only material which clearly exhibits the appropriate stamp or has obtained the necessary approvals from the Department for approved material will be accepted upon delivery, except that material which will be sampled after delivery will be accepted conditionally, pending satisfactory results of the required tests.

All materials being used are subject to inspection, testing or rejection at any time prior to acceptance. Samples will be taken by a representative of the department. Results of tests, made with the department's laboratory apparatus and conforming to the requirements specified in the prescribed methods of tests, are official. Copies of the test results will be furnished upon request.

Testing will be in accordance with AASHTO or ASTM methods of tests.

Except as otherwise provided, all materials will be tested at the expense of the State.

The required number of samples and rate of sampling or certifications of compliance for the various materials are as specified in the respective methods of test or in the subsections applicable to that particular material or pay item.

The State reserves the right to reject any material not complying with the requirements set forth in this specification. If material fails to comply with the requirements, it shall be removed and replaced at the vendor's expense.

3.8 SHIPMENT AND DELIVERIES

All shipments will be made within fifteen (15) days after notification by NJ DOT to ship. No deliveries will be accepted unless shipment has been requested by NJ DOT. When a shipment is requested, deliveries will be accepted, as required, at the designated maintenance site(s) specified in the proposal. The contractor will notify the Supervisor of Materials at the New Jersey Department of Transportation offices located at 1035 Parkway

Avenue, Trenton, New Jersey 08625, Telephone Number: (609)-530-3846, a minimum of twenty four (24) hours in advance of any shipment.

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.

In the event deliveries are not received within fifteen (15) days after notification, the Director of Purchase and Property may authorize the department to secure the full quantity of the requested delivery from the nearest available source, and the difference in price, if any, will be deducted from monies due to the defaulting contractor.

Deliveries must be arranged to be made on a State business day between the hours of 8:00 a.m. and 3:00 p.m.. No deliveries will be accepted after 3:00 PM except if extreme stock shortages exist which requires immediate deliveries, then prearranged scheduled delivery times may be established.

3.9 CERTIFICATION OF COMPLIANCE

Standard DOT Specification 106.04

Materials or assemblies specified will be accepted on the basis of certificates of compliance stating that such materials or assemblies fully comply with requirements of the contract. The form of certificates of compliance must be approved by the engineer.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested prior to award and at any time during the contract period, and if found not to be in conformity with the contract requirements, will be rejected whether in place or not the contractor shall require the manufacturer or supplier to furnish four copies of certificates of compliance with each delivery of materials that are acceptable by certification. One copy shall be furnished to the engineer, one copy shall be furnished to the department laboratory and one copy shall be retained by the contractor.

Certificates of compliance shall contain the following information:

- Project to which the material is consigned
- Name of the contractor to which the material is supplied
- Kind of material supplied
- Quantity of material represented by the certificate
- Means of identifying the consignment, such as label marking, seal number, etc.
- Date and method of shipment
- Statement that the material has been tested and found in conformity with the pertinent contract requirements stated in the certificate
- Statement that the product complies with the requirements of Section 3.11 of this RFP.
- Signature of a person having legal authority to bind the supplier
- Signature attested to by a notary public or other properly authorized person.

Payments will not be made for materials specified to be accepted on the basis of certificates of compliance until the engineer has received the required certificate of compliance.

Pursuant to Section 3.1 and N.J.S.A., 52:33-4. If a contractor fails to comply with section 3.11 of this RFP, the contractor is subject to a three (3) year debarment.

3.10 PLANT INSPECTION

Standard DOT Specification 106.05

The engineer may undertake the inspection of materials at the source. Manufacturing plants may be inspected periodically for compliance with specified manufacturing methods. Material samples may be obtained for laboratory testing for compliance with materials quality requirements. This may be the basis for acceptance of manufactured lots as to quality.

In the event plant inspection is undertaken the following conditions shall be met:

The engineer will have the cooperation and assistance of the contractor and the producer with whom he contracted for materials.

The engineer will have full entry at all times to such parts of the plant as may concern the manufacture or production of the materials being furnished.

If required by the engineer, the contractor shall arrange for approved office space for the use of the inspector; such space to be located conveniently in or near the plant.

Adequate safety measures shall be provided and maintained. It is understood that the department reserves the right to retest all materials which have been tested and accepted at the source of supply after the same have been delivered and to reject all materials which, when retested, do not meet the requirements of the contract documents.

3.11 FOREIGN MATERIALS

Standard DOT Specification 106.08

The contractor shall comply with NJSA 52:32-1 and NJSA 52:33-1 et. seq. which prohibits the use by the contractor or subcontractor of materials produced or manufactured outside the United States or any public work.

The bidder guarantees that product supplied under this contract will conform to the above stated terms.

_____YES _____NO

If "NO" the State reserves the right to reject its bid proposal.

3.12 TIME OF COMPLETION

Standard DOT Specification 108.10

The contract duration as specified in the RFP shall be one year that orders may be submitted for the receipt of material. The contractor will be required to provide all ordered materials after expiration of the contract provided an order for the item(s) was submitted prior to the expiration date.

3.13 MEASUREMENT AND PAYMENT

Standard DOT Specification 109

3.13.1 MEASUREMENT OF QUANTITIES

Standard DOT Specification 109.01

Measurements will be made in accordance with united states standard measure.

The method of measurement and computations to be used in determination of quantities of material furnished will be those methods generally recognized as conforming to good engineering practice.

When standard manufactured items are specified and these items are identified by gauge, unit weight, section dimensions, etc. Such identifications are considered to be nominal weights or dimensions, unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

All materials which are measured or proportioned by weight shall be weighed on accurate, approved scales by competent, qualified personnel at locations designated by the engineer.

3.13.2 SCOPE OF PAYMENT

Standard DOT Specification 109.02

The contractor shall receive and accept the compensation provided for in the contract as full payment for furnishing all materials, proper bundling, loading, trucking expense, labor, unloading assistance, packaging, equipment and incidentals necessary to insure secure delivery of the various kind and types of cast iron castings, bicycle safe grates and other related appurtenances (including all necessary hardware, nuts, bolts, washers, etc.) To the designated site(s) specified in the proposal; also, except where specifically provided elsewhere in the contract documents for all risk, loss, damage, or expense of whatever character arising out of the nature of producing those items.

3.14 INLETS AND MANHOLES

Standard DOT Specification 603

3.14.1 DESCRIPTION

Standard DOT Specification 603.01

This work shall consist of providing various kind and types of cast iron castings, bicycle safe grates and other related appurtenances for inlets and manholes.

3.14.2 MATERIALS

Standard DOT Specification 603.02

Ladder rungs shall conform to Section 3.15 (Standard DOT Specification 915.01 subpart(b)) except that plain bars shall be furnished.

3.14.3 CASTINGS AND FITTINGS.

Standard DOT Specification 603.09

Cast iron frames, rings, grates, and covers shall be fitted together and match-marked to avoid rocking of covers and grates. All castings shall be set firm and snug and shall not rattle.

All castings, unless otherwise specified elsewhere in, shall conform to Section 3.16 (Standard DOT Specification 917.03).

The items listed in the proposal for inlet types "A", "B" and "E" and both standard and square frame manholes shall be provided complete in accordance with the standard construction details including all incidental hardware as required.

All component parts of the various castings listed in the proposal separately, shall conform to the materials and details in the standard construction details for the complete unit so as to insure all parts are interchangeable.

The design layout details of the lugs and letter identification of the heavy duty cast iron manhole cover shown in the standard construction details shall conform to the standard manhole cover of the department.

All referenced standard construction details are available for review at the NJ DOT offices located at 1035 Parkway Ave, Trenton, New Jersey 08625; telephone: 609-530-3713. Copies of these details are available at a normal charge.

Each cast iron extension frame and cast iron extension ring shall be provided with the required number and size of set bolt having a thread as shown in the construction details. The set bolt, 1.25 inches long, shall be corrosion resistant steel bolt fabricated of an alloy steel containing approximately eighteen (18) percent of chromium and eight (8) percent nickel conforming to the requirements of ASTM designation A276, type 302 with hex head.

3.14.4 EPOXY BONDING COMPOUND

The epoxy bonding and bedding compound required to be used with both cast iron extension frame and cast iron extension ring shall be in accordance with Section 3.18 (Standard DOT Specification 919.17)

The epoxy compound shall be provided in a kit as a unit container of adhesive designed to separate the resin base and the base and the curing agent until blending is required, allow mixing of the pre-proportioned components within the container and then dispensing from the container via an applicator gun.

3.14.5 PACKAGING AND PACKING

The epoxy compound material shall be packaged in unit containers of either 6 or 8 ounce size and shall be designed to separate the resin base from the curing agent in such a manner as to allow mixing within the container immediately prior to application.

Each individually packaged unit container shall be packaged in suitable containers and in such a manner as to ensure acceptance by common or other carriers for safe transportation at the lowest rate to point of delivery.

3.14.6 METHOD OF MEASUREMENT

Cast iron frames, rings, grates, and covers of the various kinds and types, will be measured by the number of each unit.

The epoxy bonding and bedding compound will be measured by the number of unit containers for both the 6 or 8 ounce size.

3.14.7 BASIS OF PAYMENT.

Payment will be made at the pay unit price bid submitted for each of the various pay items specified in the proposal within each of the described geographical areas.

It must be fully understood that payment will be withheld for the entire shipment of cast iron castings or component parts thereof if that shipment contains an item which does not include all its component parts. A shipment which contains an incomplete item (all components not provided) will be accepted and the receipted delivery slip recorded, but will not be processed for payment until the vendor has completely supplied the required component parts.

Payment for the epoxy kit will be at the unit price bid in the proposal for both a 6 or 8 ounce size container which will include the cost of proper packaging. The Packaging of the epoxy kit shall be protected to insure the containers of both the resin base and curing agent do not become wet. Payment will not be made for those containers which, in the opinion of the engineer, are delivered wet or show evidence of having been wet. Those containers which are delivered in such condition will not be received and will be returned to the contractor at the contractor's expense.

3.15 REINFORCEMENT STEEL FOR STRUCTURES.

Standard DOT Specification 915.01

- A. Deformed bars. Reinforcement steel shall be deformed bars conforming to AASHTO M 31M. Except all bars shall have the tensile requirements of grade 420. Detailing dimensions for hooks and bends shall be in accordance with the manual of standard practice for detailing reinforced concrete structures (aci 315) for grade 420. Production bending of grade 420 bars shall be by the cold method with motive power machines in the field.
- B. Deformed bars, zinc coated (galvanized). Reinforcement steel shall be deformed bars conforming to subpart (a) above. Galvanizing shall conform to ASTM A767A 767N. Coating class I shall be furnished. Fabrication shall be before galvanizing.

3.16 MINIMUM SPECIFICATIONS

Standard DOT Specification 917.03

Castings, materials, and components for drainage structures all inlet and manhole castings, grates, extension rings, extension frames, and covers, shall be capable of withstanding the HS-20 loading when tested as a complete, assembled unit and shall conform to the following:

- 1. Gray iron casting shall conform to AASHTO M 306 except the materials may be class 30B or class 35B as specified in AASHTO M 105 and shall be true to pattern in form and dimensions, free from pouring faults, sponginess, cracks, blowholes, and other defects in composition affecting their strength and value for the service intended. The castings shall be sandblasted or otherwise effectively cleaned of scale and sand so as to present a smooth, clean, and uniform surface.
- 2. Carbon steel extension frames and rings for inlets and manholes shall be galvanized according to AASHTO M 111 when specified. Welding of fabricated steel shapes and structures shall conform to AWS D 1.1. No punching, drilling, reaming, welding, or cutting will be allowed in the field. Any damage to the galvanized coating during and prior to installation shall be repaired without additional compensation.
- 3. Structural steel shapes used in the fabrication of drainage structures and components shall conform to Section 3.17 (Standard DOT Specification 917.07).
- 4. Ductile iron castings shall conform to ASTM A 536, grade 65-45-12 or grade 80-55-06.

5. Type "E" inlet casting, design a (one part casting) or design b (two part casting), may be used interchangeably in any location where type e inlet has been specified. The contractor shall ensure that when using alternate b casting, the two casting segments are securely fastened together according to the manufacturer's recommendations.
6. Extension rings, extension frames, castings, or other drainage structure components made of non-metal materials shall conform to Section 3.19 (Standard DOT Specification 919.21).

3.17 STEEL CASTINGS

Standard DOT Specification 917.07

Carbon steel castings shall conform to AASHTO M 103, grades 65-35 or 70-36. Carbon steel forgings shall conform to AAASHTO M 102, class D. High strength steel castings shall conform to ASTM A 148.

3.18 EPOXY BEDDING AND BONDING COMPOUND

Standard DOT Specification 919.17

Epoxy bedding and bonding compound shall be a two-part, non-sag gel, rapid-setting epoxy adhesive, contained in a plastic mixing and dispensing device, such as riser gel as manufactured by Preco Industries, or equal, conforming to the requirements of appendix D, NJDOT Research Report No. 86-013-7778. Copies of the report may be obtained from the Bureau of Transportation Structures Research. The epoxy shall be used at the ambient temperature range of 40 to 100 degrees f.

3.19 NON-METAL CASTINGS, MATERIALS, AND COMPONENTS FOR DRAINAGE STRUCTURES

Standard DOT Specification 919.21

Extension frames and extension rings for inlets and manholes made of composite polymers or other non-metal materials shall be from the qualified products list maintained by the NJ DOT Bureau of Quality Management Services, New Technologies and Products Section. Any product or material selected from this list must be accompanied by certification of compliance conforming to Section 3.9 (Standard DOT Specification 106.04). In addition the certification of compliance shall certify that the product or material is identical to that which was evaluated and approved by the new technologies and product section, as defined by the manufacturer's specifications on file with the Bureau of Materials and with the New Technologies and Products Section. Contact information is as follows:

Bureau of Quality Management Services
 New Technologies and Products Section
 1035 Parkway Avenue
 Po Box 600
 Trenton, NJ 08625

3.20 REGIONS

This bid covers three (3) regions within the State of New Jersey as follows:

| Region | Area | Counties |
|--------|-------|--|
| 1 | North | Bergen, Essex, Hudson, Morris, Passaic, Sussex, Union And Warren(Northern Portion) |

| | | |
|---|---------|---|
| 2 | Central | Hunterdon, Middlesex, Mercer, Monmouth, Ocean, Somerset And Warren (Southern Portion). (added for clarification 10/15/07) |
| 3 | South | Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester and Salem. |

NOTE: The bidder must agree to supply all counties within the region(s) it is bidding. Failure to do so will result in the rejection of its bid proposal for that region only.

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

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

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

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

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

4.2 PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP cover sheet. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. State regulation mandates that late bid proposals are ineligible for consideration. **THE EXTERIOR OF ALL BID PROPOSAL PACKAGES MUST BE LABELED WITH THE BID IDENTIFICATION NUMBER, FINAL BID OPENING DATE AND THE BUYER'S NAME.** (See RFP cover sheet).

4.3 NUMBER OF BID PROPOSAL COPIES

Each bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. 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 | COMMENTS |
|----------|-----------------------------|--|
| Forms | Cover sheet | Completed and signed cover sheet(Page 3 of this RFP) |
| | 4.4.1.1 | Ownership Disclosure Form (Attachment 1) |
| | 4.4.2.8 | Disclosure of Investigations and Actions Involving Bidder (Attachment 1A) |
| | 4.4.1.2 | MacBride Principles Certification (Attachment 2) |
| | 4.4.1.3 | Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate (Attachment 3) |

| | | |
|--|---|--|
| | Appendix 1 - 1.1 of the Standard Terms & Conditions | Business Registration from Division of Revenue |
|--|---|--|

4.4.1 FORMS

4.4.1.1 OWNERSHIP DISCLOSURE FORM

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

The Ownership Disclosure Form is attached as [Attachment 1](#) to this RFP.

4.4.1.2 MACBRIDE PRINCIPLES CERTIFICATION

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

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

4.4.1.3 AFFIRMATIVE ACTION

The bidder must complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a State contract.

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

4.4.1.4 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 to register with the Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Appendix 1, Section 1.1. of the Standard Terms and Conditions and Section 5.3 of this RFP for additional information concerning this requirement.

4.4.1.5 EXECUTIVE ORDER 134

Refer to Section 5.18 of this RFP for more details concerning this requirement.

4.4.1.6 SET-ASIDE CONTRACTS

4.4.1.7 EXECUTIVE ORDER 129

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

Refer to [Section 5.19](#) and [Attachment 7](#) for more information concerning this new requirement.

4.4.1.8 BID BOND

Not applicable to this procurement.

4.4.2 SUBMITTALS

The bidder must complete and submit the attached form titled "BIDDERS STATEMENT OF ORIGIN" with its bid proposal. This form must be notarized.

4.4.2.1 DISCLOSURE OF PRODUCT COMPOSITION

If requested by the State, the bidder must furnish material safety data sheets (MSDS) or manufacturers' equivalent information sheets on the products and/or chemicals used in performing the services specified in this RFP during the bid evaluation process. 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. Failure to provide MSDS sheets when requested during the bid evaluation process will result in rejection of the bid for that particular product(s).

4.4.2.2 BIDDER DATA SHEET

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

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

(PLEASE PRINT OR TYPE)

Name: _____

Address: _____

City, State: _____

Telephone Number: _____ Fax Number: _____

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

3. Identify the similar accounts this individual has serviced:

4.4.2.3 REFERENCE DATA SHEETS - SATISFACTORY CUSTOMER SERVICE

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

Supply the name(s) of present customers you are servicing for contracts of a similar size and scope to those required by this RFP.

1. Name of customer provided as reference: _____
Name of individual State may contact to verify reference:
1st individual: _____ Phone # of contact
person: _____
2nd individual: _____ Phone # of contact
person: _____
Length of time services provided by the bidder to this customer: _____

2. Name of customer provided as reference:
1st individual: _____ Phone # of contact
person: _____
2nd individual: _____ Phone # of contact
person: _____
Length of time services provided by the bidder to this customer: _____

3. Name of customer provided as reference
1st individual: _____ Phone # of contact
person: _____
2nd individual: _____ Phone # of contact
person: _____
Length of time services provided by the bidder to this customer: _____

4.4.2.4 MANDATORY CONTRACTOR DATA SHEET - TERMINATED CONTRACTS

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

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

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

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

3. Name of Firm: _____

Contact Person: _____

Phone Number: _____

Reason for Termination: _____

4.4.2.5 SAMPLES/SAMPLE TESTING

Products offered must be in accordance with this RFP. Bid samples for pricing lines 00001 to 00147 for evaluation and testing purposes must be made available at no charge and delivered to New Jersey Department of Transportation, at the bidder's expense. Bidders must, within 10 working days following a request from the State, submit bid samples to the New Jersey Department of Transportation. Bid samples will not be returned. The New Jersey Department of Transportation will conduct laboratory tests to assure that the bid samples submitted for pricing lines 00001 to 00147 conform to this RFP. The State reserves the right to perform any tests necessary to assure that the bid samples conform to this RFP for pricing lines 00001 to 00147. The testing results of the State are final.

4.4.2.6 FINANCIAL CAPABILITY OF THE BIDDER

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

4.4.2.7 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.

N.J.A.C. 17:13-4 and Executive Order 71 mandate that if the bidder proposes to utilize a subcontractor, the bidder must make a good faith effort to meet the set-aside subcontracting targets of awarding a total of twenty-five percent (25%) of the value of the contract to New Jersey-based, New Jersey Commerce and Economic Growth Commission registered small businesses, with a minimum of five (5) percent awarded to each of the three categories set forth below, and the balance of ten (10) percent spread across the three annual gross revenue categories: Category I – \$1 to \$500,000; Category II - \$500,001 to \$5,000,000; Category III - \$5,000,001 to \$12,000,000.

B. Should the bidder choose to use subcontractors and fail to meet the Small Business Subcontracting targets set forth above, the bidder must submit documentation demonstrating its good faith effort to meet the targets with its bid proposal or within seven (7) business days upon request.

C. 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.

D. The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.

E. 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.

F. 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.

4.4.2.8 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 chart in [Attachment 1A](#), Disclosure of Investigations and Actions Involving Bidder, located after the [Attachment 1](#), Ownership Disclosure Form.

4.4.3 COST PROPOSAL

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

4.4.4 METHOD OF BIDDING

Bidders may choose to bid on any or all of the three regions, as outlined on the price sheets. For each region bid, ***bidders must submit prices for all items listed under that region.*** Failure to do so, will result in the rejection of the bid for that region only. Remember that all price changes or corrections must be initialed in ink; otherwise that item and the entire offer for that region will be rejected.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 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.

5.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

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

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

5.1.2 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 reprocurement 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.

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.

5.1.3 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.

5.2 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 Standard Terms and Conditions [Appendix 1](#) of the RFP.

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

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

5.3 BUSINESS REGISTRATION

The following shall supplement the Standard Terms and Conditions pertaining to Business Registration set forth in, [Appendix 1, Section 1.1](#).

"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 **three (3) years**. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of **two (2)** 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 **one hundred and twenty (120)** days 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 PROCEDURAL REQUIREMENTS AND AMENDMENTS

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

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

5.8.3 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.

5.9 ITEMS ORDERED AND DELIVERED

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

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

5.10 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.

5.11 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.

5.12 MANUFACTURING/PACKAGING REQUIREMENTS

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

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

5.12.3 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.

5.13 PERFORMANCE BOND

Not applicable to this procurement.

5.14 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.

5.15 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.

5.16 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Section 3.11 of the Standard Terms and Conditions of this RFP.

If it becomes necessary for the contractor to substitute a subcontractor, add a subcontractor or substitute its own staff for a subcontractor, the contractor will identify the proposed new subcontractor or staff member(s) and the work to be performed. The contractor 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.

5.17 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as listed in paragraph 3.19 of this RFP's standard terms and conditions, the contractor must provide, on a quarterly basis, to the Purchase Bureau buyer assigned, a record of all purchases made under its contract. This information must be provided in a tabular format such that an analysis can be made to determine the following:

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

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

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

Failure to submit these mandated reports will be a factor in future award decisions.

5.18 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:

5.18.1 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.

5.18.2 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.

5.18.3 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.

5.18.4 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.

5.19 REQUIREMENTS OF EXECUTIVE ORDER 129

Under the Executive Order 129 issued on September 9, 2004 ("E.O. 129"), the State shall not award a contract to a bidder that submits a bid proposal to perform services, or have its subcontractor[s] perform services, outside the United States, unless one of the following conditions is met:

- a) The bidder or its subcontractor provide a unique service, and no comparable, domestically-provided service can adequately duplicate the unique features of the service provided by the bidder or and/or its subcontractor; or
- b) A significant and substantial economic cost factor exists such that a failure to use the bidder's and/or the subcontractor's services would result in economic hardship to the State; or
- c) The Treasurer determines that a failure to use the bidder's and/or its subcontractor's services would be inconsistent with the public interest.

5.19.1 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to E.O. 129, all bidders seeking a contract with the State of New Jersey must disclose:

- a) The location by country where services under the contract will be performed; and
- b) The location by country where any subcontracted services will be performed.

Accordingly, the bidder should submit with its bid proposal the Source Disclosure Certification form (Attachment 7), filled out with the sourcing information required for itself and any proposed subcontractor, identified in the Intent to Subcontract Form. 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.

5.19.2 BREACH OF CONTRACT OF EXECUTIVE ORDER 129

A SHIFT TO OUTSOURCED SERVICES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF THE 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 of the United States, the contractor shall be deemed in breach of the contract, which contract shall be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and conditions, unless the Director shall have first determined in writing that extraordinary circumstances require a shift of services or that a failure to shift the services would result in economic hardship to the State.

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 Price

6.1.2 Experience of the bidder

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

6.1.4 Compliance with requirements listed in Section 3.11 of this RFP.

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 CONTRACT AWARD

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

7.0 ATTACHMENTS, SUPPLEMENTS AND APPENDICES

7.1 **ATTACHMENTS** - To be submitted with bid proposal.

1. [Ownership Disclosure Form](#)
- 1A. [Disclosure of Investigations and Actions Involving Bidder](#)
2. [MacBride Principles Form](#)
3. [Affirmative Action Supplement Forms](#)
4. [Cooperative Purchasing Form](#)
5. [Reciprocity Form](#) (*Optional*)
6. [Subcontractor Set Aside Forms](#)
7. [Executive Order 129 Certification](#) - Source Disclosure Certification Form

7.2 APPENDICES

1. [New Jersey Standard Terms and Conditions](#)