

AWARDS AT A GLANCE
T-0177 – FURNITURE, COMPUTER & ELECTRONIC SUPPORT – FREESTANDING
AWARDS ALPHABETICALLY BY VENDOR

NOTE: Only computer and electronic support furniture and associated accessories are included under the terms of this contract. Accessories (i.e. keyboard trays) covered on other furniture and computer contracts are excluded.

VENDOR	BRAND/LINE	PRICE LIST DATE PAGES/ITEMS
Affordable Office Furniture Inc.	ASCO Mfg. Ltd. (excluding pedestals and standard tables)	P.L. 2004
Allied Equipment Co., Inc.	Luxor computer workstations and printer stands only	P.L. 2004-2005 Pgs.8-29
Allstate Office Interiors, Inc.	AOI - Design Options	P.L. 6/1/04 Pages 30-31, 54-57 60-63,88-89
Allsteel Inc.	Allsteel - Cadence Freestanding Adjustable Tables Only	P.L. 6/4/04 Pages 1.96 - 1.99
Bretford Manufacturing	Basics computer & printer tables/stands, carts, classroom computer furniture, flat screen work centers, technology & computer furniture, mobile computer and Multimedia workstations	P.L. 1/1/05

Bretford Manufacturing Cont.d.	Liquid (excluding meeting tables) Traffic Team Storage (for tape/disc and printout storage purposes only)	P.L. 1/1/05
	PE freestanding computer tables (excluding Cover Base Tables) electronic support training tables, (excluding Grid four tables) Grid Testing Tables, Grid-C Tables	P.L. 1/1/05
Commerical Interiors Direct, Inc.	Artopex EDP tape & disc storage cabinets only Artopex Takeoff Artopex Imagine electronic and computer support furniture, and associated accessories Artopex Time	P.L. 3/1/95 pages 13-41 P.L. 9/17/01 46,52-109 122-131,206-208,178-180,181- 194,202 P.L. 9/17/01 Pages 73-79,98- 102 (excluding keyboard trays) P.L. 2004 pages 1-88
County Business Systems	Viking ERO Collection	P.L. 1/1/04

Dean Equipment & Furniture Co., Inc.	Grafco Brodart Computer workstations furniture and accessories.	P.L. 10/1/03 P.L. 3/22/04
Ergospace Design Inc.	LDF Links	P.L. 2002 Pgs. 5-9,14-38 P.L. 2004 Pgs. 4-21
Ergoflex Systems, Inc. (DBA Xybix)	Xybix ErgoPower Dispatch ErgoPower Office Xytec	P.L. 2005-20 &2005-10 11/04 P.L. 2005-30 11/04 P.L. 2005-40 12/04
Graybar Electric Co., Inc.	Great Lakes enhanced series	P.L. 10/19/04
Herbert L. Farkas Co.	ABCO Artco Bell Design Line	P.L. 8/16/04 P.L. #45 4/1/04 P.L. 2/1/04
Hertz Furniture Systems Corp.	Achieva computer carrels, computer technology furn. & accessories specific to awarded items Global (The LANetwork Series only) Academia	P.L. 09/04 P.L. 4/15/04 P.L. P.L. 1/1/05

Interior Concepts	Interior Concepts Inc.	P.L. 1/4/04
Krueger International, Inc.	KI Powered Tables	P.L. 11384 10/18/04
Library Interiors, Inc.	ECFS Worden	P.L. #110 - 12/1/04 and Agile u3/20/03 1/00-12/00 Pages 1,4,7,10,12,14,18,20,23,28,50-52 American Classics Casegoods - pg 3 and CSS
Longo Associates, Inc.	Sheldon	P.L. 1/1/04
Manufacturer's Direct Computer Tables LLC	Manufacturer's Direct Computer adjustable height workstations.	P.L. 1/1/04
Nickerson New Jersey, Inc.	Columbia computer tables, printer stands and accessories on page 10 only.	P.L. 10/1/04
Nova Solutions Inc.	Nova Learning Solutions 85/80 Series 45/40 Series Retrofit Kits Progressions 90/91/92 Series (desk sets for recessed monitor placement only), Pursuits 35/30 Series (pages 41-43 only)	P.L. 3/1/04 P.L. 8/04 P.L. 3/04 P.L. 11/03 P.L. 8/04

Roberts Brothers, LLC	Iceberg - Aspira, SnapEase, Work Manager	P.L. 7/1/04
Soyka Smith Design Studios	SPEC Furniture Inc. conductor training tables only NeoBau Computer Support Units, More Space Options, computer carrels, table carrels, computer printer stands, instructors computer units, Learn Smart, Computer and computer/Task Table Units, public access computer station, computer tape/disc storage cabinets	P.L. 8/04 P.L. 1/2004
Spectrum Industries, Inc.	Spectrum Industries, Inc., computer support furniture, freestanding task workstations and surfaces, terminal and printer stands	P.L. 2005 Catalog
Tanner School Furniture Corp.	Paragon recessed monitor units, computer training tables, multi-user centers, workstations and printer stands.	P.L. 1/1/04 #20
Trendway Corporation	Trendway Choices Freestanding	P.L. 6/04 #250
Virco Inc.	Virco plateau workstations and computer labs	P.L 12/1/04 #04122.
Westwood Computer Corporation	NER Data Products	P.L. 9/04 Ver. 1.0
Wright Line LLC	Wright Line - freestanding computer, and electronic support furniture and tape/disc storage cabinets only.	P.L. US 1/3/05



JAMES E. MCGREEVEY
Governor

State of New Jersey
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. Box 230
TRENTON, NJ 08625-0230

JOHN E. MCCORMAC, CPA
State Treasurer

September 1, 2004

TO: All Potential Bidders

RE: RFP #: 05-X-36731
FURNITURE, COMPUTER & ELECTRONIC SUPPORT - FREESTANDING

Enclosed please find a complete set of bid documents for the above referenced solicitation.

The following are the key dates for the project:

Date	Time	Event
09/21/04	2:00 PM	Bid Submission Due Date

All questions concerning the RFP contents and the bidding process must be directed to the undersigned.

Sincerely,

CONSTANCE ROSINA
ADMINISTRATIVE ANALYST

E-Mail Address: constance.rosina@treas.state.nj.us
Phone: (609) 984-6239
Fax: (609) 292-0490

ATTENTION VENDORS

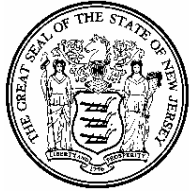
Vendor Information and Bidding Opportunities

The Purchase Bureau maintains a bidders mailing list. You as a vendor may have basic information about your firm added to the bidders mailing list by visiting our website at <http://www.state.nj.us/treasury/purchase/bidmaillist.htm> and submitting a bidders mailing list application online. You may also download the application and instructions and submit the application by mail. Applications submitted online are processed more quickly than mailed applications.

A bidders mailing list application gives you the opportunity to identify yourself as a potential bidder for the types of goods and services that your firm provides. The Purchase Bureau attempts (but does not guarantee) to provide firms on the bidders mailing list with notice of bidding opportunities related to the goods and services identified in the application.

If you are already on the Purchase Bureau's bidders mailing list and you need to change your information, contact Bid List Management at (609) 984-5396.

Note: If you are an awarded State contractor and payments are not being directed to your proper remit-to address, you must send a letter on company letterhead to the Office Of Management and Budget, Vendor Control Unit, PO Box 221, Trenton, NJ 08625 or fax that letter to 609-292-4882. In the letter you must include the current incorrect remit to address and your new correct remit-to address. If you have any questions about this process you may call (609) 292-8124 for more information.



STATE OF NEW JERSEY
REQUEST FOR PROPOSAL

BID NUMBER: 05-X-36731

FOR: FURNITURE, COMPUTER &
ELECTRONIC SUPPORT -
FREESTANDING

TERM CONTRACT #: T-0177
REQUESTING AGENCY: STATEWIDE

ESTIMATED AMOUNT: \$750,000.00
CONTRACT EFFECTIVE DATE: 11/01/04
CONTRACT EXPIRATION DATE: 10/31/07
COOPERATIVE PURCHASING: ATTACHMENT 4
SET ASIDE: NONE

DIRECT QUESTIONS CONCERNING THIS RFP TO:
CONSTANCE ROSINA
PHONE NUMBER: (609) 633-3974
FAX NUMBER: (609) 292-0490
E-MAIL ADDRESS: constance.rosina@treas.state.nj.us

TO BE COMPLETED BY BIDDER:

Firm Name: _____ Address: _____

PURSUANT TO N.J.S.A. 52:34 - 12 AND N.J.A.C. 17:12 - 2.2, PROPOSALS WHICH FAIL TO CONFORM WITH THE FOLLOWING REQUIREMENTS WILL BE AUTOMATICALLY REJECTED:

- 1) PROPOSALS MUST BE RECEIVED AT OR ON BEFORE THE PUBLIC OPENING TIME OF 2 PM ON 09/21/04 AT THE FOLLOWING PLACE: DEPARTMENT OF THE TREASURY, PURCHASE BUREAU, PO BOX-230, 33 WEST STATE STREET, 9TH FLOOR, TRENTON, NEW JERSEY 08625-0230. TELEPHONE, TELEFACSIMILE OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED.
2) THE BIDDER MUST SIGN THE PROPOSAL.
3) THE PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS, F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PRICE QUOTES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT.
4) ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.
5) ALL CORRECTIONS, WHITE-OUTS, ERASURES, RESTRIKING OF TYPE, OR OTHER FORMS OF ALTERATION, OR THE APPEARANCE OF ALTERATION, TO UNIT AND/OR TOTAL PRICES MUST BE INITIALED IN INK BY THE BIDDER.
6) THE BIDDER MUST SUBMIT WITH THE PROPOSAL BID SECURITY IN THE AMOUNT OF \$ 0 OR 0 %. CHECK THE TYPE OF BID SECURITY SUPPLIED:
ANNUAL BID BOND ON FILE: _____ BID BOND ATTACHED: _____
CERTIFIED OR CASHIERS CHECK ATTACHED: _____ LETTER OF CREDIT ATTACHED: _____
7) THE BIDDER MUST COMPLETE AND SUBMIT, PRIOR TO THE SUBMISSION OF THE PROPOSAL, OR ACCOMPANYING THE PROPOSAL, THE ATTACHED OWNERSHIP DISCLOSURE FORM. (SEE N.J.S.A. 52:25-24.2). SEE ATTACHMENT 1
8) THE BIDDER MUST ATTEND THE MANDATORY PRE-BID CONFERENCE(S) AND SITE VISIT(S) AT THE FOLLOWING DATE(S) AND TIME(S):
PRE-BID CONFERENCE: N/A
SITE INSPECTION: N/A

ADDITIONAL REQUIREMENTS

- 9) PERFORMANCE SECURITY: \$ 0 OR 0 %
10) PAYMENT RETENTION: 00%
11) AN AFFIRMATION ACTION FORM (ATTACHMENT 3 OF RFP)
12) A MACBRIDE PRINCIPALS CERTIFICATION (ATTACHMENT 2 OF RFP)
13) REQUESTED DELIVERY: 120 DAYS FROM RECEIPT OF ORDER.
14) CERTIFICATION OR NOTIFICATION OF REGISTRATION WITH THE SECRETARY OF STATE IF A FOREIGN (NON-NJ) CORPORATION, IF NECESSARY (SEE N.J.S.A 14A:13-1 ET SEQ. AND N.J.A.C. 17:12-2.12).
15) FOR SET ASIDE CONTRACTS ONLY, N.J. COMMERCE AND ECONOMIC GROWTH COMMISSION SMALL BUSINESS REGISTRATION (SEE N.J.A.C. 17:13-3.1 & 13.3.2).

TO BE COMPLETED BY BIDDER

- 16) DELIVERY CAN BE MADE _____ DAYS OR _____ WEEKS AFTER RECEIPT OF ORDER.
17) CASH DISCOUNT TERMS (SEE RFP) _____ %, _____ DAYS: NET _____ DAYS. 18) BIDDER PHONE NO: _____
19) BIDDER FAX NO. _____ 20) BIDDER E-MAIL ADDRESS. _____
21) BIDDER FEDERAL ID NO. _____ 22) YOUR BID REFERENCE NO. _____

SIGNATURE OF THE BIDDER ATTESTS THAT THE BIDDER HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS SET FORTH IN THE REQUEST FOR PROPOSAL, INCLUDING ALL ADDENDA, FURTHERMORE, SIGNATURE BY THE BIDDER SIGNIFIES THAT THE REQUEST FOR PROPOSAL AND THE RESPONSIVE PROPOSAL CONSTITUTES A CONTRACT IMMEDIATELY UPON NOTICE OF ACCEPTANCE OF THE PROPOSAL BY THE STATE OF NEW JERSEY FOR ANY OR ALL OF THE ITEMS BID, AND FOR THE LENGTH OF TIME INDICATED IN THE REQUEST FOR PROPOSAL. FAILURE TO ACCEPT THE CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE REQUEST FOR PROPOSAL, OR FAILURE TO HOLD PRICES OR TO MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN EITHER THE REQUEST FOR PROPOSAL OR THE PROPOSAL DURING THE TERM OF THE CONTRACT, SHALL CONSTITUTE A BREACH AND MAY RESULT IN SUSPENSION OR DEBARMENT FROM FURTHER STATE BIDDING. A DEFAULTING CONTRACTOR MAY ALSO BE LIABLE, AT THE OPTION OF THE STATE, FOR THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND THE PRICE BID BY AN ALTERNATE VENDOR OF THE GOODS OR SERVICES IN ADDITION TO OTHER REMEDIES AVAILABLE.

23) ORIGINAL SIGNATURE OF BIDDER
24) NAME OF FIRM
25) PRINT/TYPE NAME AND TITLE
26) DATE



Bid Number: 05-X-36731

REQUEST FOR PROPOSAL FOR:

**FURNITURE, COMPUTER & ELECTRONIC SUPPORT -
FREESTANDING**

Date Issued: February 2, 2006

Purchasing Agency

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

Using Agency

State of New Jersey
Cooperative Purchasing Members

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of Various State Agencies. The purpose of this RFP is to solicit bid proposals for the purchase of brand lines of freestanding computer and electronic support furniture for Agencies of the State of New Jersey. Contracts shall be issued for brand lines that cover the anticipated needs of the State of New Jersey.

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

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

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

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

1.2 BACKGROUND

1.2.1 This is a recprocurement of the Furniture, Computer & Electronic Support - Freestanding term contract, presently due to expire on October 31, 2004. 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-0177. The exact WWW address is <http://www.state.nj.us/treasury/purchase/contracts.htm>

1.2.2 For bidding purposes, it is estimated that the total dollar amount of contracts for State Agencies entered into as a result of contracts resulting from this RFP, shall be **\$250,000.00** annually for New Jersey State Agencies. The total estimated amount for **three (3)** years is **\$750,000.00**.

This contract is often used by local entities within the Cooperative Purchasing Program established under N.J.A.C. 17:12-1A.3. Because of that, the dollar value of the total amount of contracts that shall be entered into as a result of this RFP, is anticipated to far exceed the estimates indicated above. The Purchase Bureau expects bidders to enter bids with discounts appropriate to the actual value of the contract.

1.2.3 In October, November, December and January, all of the current awarded brands underwent an extensive examination by the Purchase Bureau to determine whether or not they were justified to be included in a multiple award contract under N.J.S.A. 52:34-12.1. The listed brand-lines were documented as justified by the Purchase Bureau under the specific criteria of "compatibility" and/or "standardization" i.e. multiple users or State Agencies had previously purchased these brands, causing a consequent need for the brands to be included in the RFP.

This is a three (3) year term contract for freestanding computer and electronic support furniture, which is used by various State Agencies and cooperative purchasing partners for the purpose of purchasing replacement furniture, for the supplementation of same-brand furniture that is currently in place and for the purchase of furniture for new projects. **ONLY THE BRANDS OF FURNITURE LISTED IN SECTION 3.1 OF THIS RFP ARE PERMITTED TO BE SOLD UNDER THE TERMS OF THIS RFP.** Contracts shall be

issued for those brands that have been listed as acceptably justified standardized brand lines. This contract will cover the anticipated needs of the State Agencies to purchase new, replacement and supplemental furniture. It may be used to purchase same-brand furniture in the area of freestanding computer and electronic support furniture for the purpose of replacing furniture, supplementing the existing same-brand furniture, and for the purpose of buying new furniture in a new project, provided that the total list price cost is under the contract cap of \$300,000.00 and the brand is listed in Section 3.1 of this RFP.

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:

Attn: Constance Rosina
E- Mail: constance.rosina@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 by 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 after the issue date on the front of this RFP. Addendum, if any, to this RFP will be posted to the Purchase Bureau website (see Section 1.4.1. of this RFP for further information.)

1.4 ADDITIONAL INFORMATION

1.4.1 REVISIONS TO THIS RFP

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

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

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

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

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

1.4.2 ADDENDUM AS A PART OF THIS RFP

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

1.4.3 ISSUING OFFICE

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

1.4.4 BIDDER RESPONSIBILITY

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

1.4.5 COST LIABILITY

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

1.4.6 CONTENTS OF BID PROPOSAL

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

1.4.7 PRICE ALTERATION

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

1.4.8 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Affirmative Action Employee Information Report, MacBride Principles Certification and business registration must be supplied by each party to the joint venture.

1.5 BIDDER'S SIGNATURE

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

2.0 DEFINITIONS

2.1 GENERAL AND CONTRACT SPECIFIC DEFINITIONS

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

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

Amendment - A change in the scope of work to be performed by the contractor. An amendment is not effective until signed by the Director, Division of Purchase and Property.

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

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

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

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

Contractor - The contractor is the bidder awarded a contract.

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

Division - The Division of Purchase and Property.

First (Base) Calendar Year - The first twelve (12) calendar months of the contract.

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

Invoice- State billing Form AR 50/54.

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

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

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

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

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

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

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

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

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

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

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

State - State of New Jersey

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

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

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

3.1 TYPES OF FURNITURE

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

- (A) Computer Support Furniture
- (B) Task Work Stations and Surfaces - Freestanding
- (C) Terminal Stands and Printer Stands
- (D) Tape/Disc and Printout, Storage Only
- (E) Acoustical Covers
- (F) Compatible Computer Furniture Accessories

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

3.2 PRICE CAPS AND FURNITURE PURCHASE REQUIREMENTS

3.2.1 All orders shall be capped at a list price of \$300,000.00.

3.2.2 The following brand-lines of freestanding computer and electronic support furniture are eligible for award under this RFP:

Abco	D&E Wood	Grolen	Sheldon
Allsteel	Design Options	Hamilton Sorter	Spectrum
Artco Bell	ECFS	Hon	Steelcase
Asco	Ergospace Design	KI	Trendway
Bevis	Fisher	Luxor	Viking
Bretford	Flexible	Meridian	Vista
Brodart	Grafco	Paragon	Wrightline

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

No brand is assured a contract simply by qualifying in its own estimation, under the criteria specified in N.J.S.A. 52:34-12.1. The evaluation criteria for contract award are listed in Section 6.0 of this RFP. The bidder is expected to pay special attention to the fourth paragraph of Section 6.1.1 which states that overall costs may be no higher for goods and services provided under this contract than those costs charged to any other state or government entity throughout New Jersey and the nation.

3.3 MANUFACTURER'S CERTIFICATION / QUALIFICATION OF BIDDER

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

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

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

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

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

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

3.4 GENERAL PRODUCT SPECIFICATIONS AND REQUIREMENTS

3.4.1 This RFP includes only freestanding computer and electronic furniture, along with components as defined in this RFP. All other freestanding furniture and seating will be procured under separate contracts.

3.4.2 The furniture eligible for sale under this contract shall include computer support furniture, task work stations and surfaces – freestanding, terminal and printer stands, tape/disc and printout for storage only, acoustical covers and compatible computer furniture accessories.

3.5 CURRENT PRODUCTION FURNITURE REQUIREMENT

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

3.5.2 In the event new items are added to the accepted manufacturer's product lines during the life of the contract, said additions will be made available to the State at the same discount offered on the original bid proposal. The price(s), which will prevail, will be the introductory published price list for the new items only. However, all new items added to accepted product lines must be submitted in writing to the State for approval, with a copy of the new catalog and price list, to the designated buyer/address listed in Section 1.3.1 of this RFP. Requests for addition of new items will only be reviewed for consideration one year after the contract beginning date, and in 6 month intervals thereafter for the entire contract period, including any extensions.

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

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

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

3.6 CODES AND STANDARDS

3.6.1 All furniture and related components shall meet or exceed all appropriate established codes and standards regarding durability, performance, and life safety. Contractor's designs and furniture placement must meet all code requirements.

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

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

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

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

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

3.6.2.5 AWI (American Woodworking Institute Standards - Section 400)

3.6.2.6 Occupational Safety and Health Act (OSHA).

3.6.2.7 New Jersey State Barrier Free Design Regulations revised 1979.

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

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

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

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

3.6.2.12 National Fire Protection Association (NFPA) Life Safety

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

3.6.3.1 ANSI-HFS100 1988

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

3.6.3.3 PEOSH Guidelines for chairs and tables.

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

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

3.6.4 Statement of Compliance and Certified Test Reports

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

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

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

3.7 COMPLIANCE WITH OSHA

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

3.8 GUARANTEES / EXTENDED GUARANTEES / WARRANTIES

3.8.2 The contractor shall provide manufacturer's standard warranty but shall nevertheless guarantee all items against manufacturing defects for a period of at least four (4) years from date of acceptance, even if the manufacturer's warranty covers a shorter period. Should a defect occur, the contractor shall repair or replace item(s) at no charge to the State. Such repair or replacement shall be guaranteed by the contractor for a minimum of a subsequent year, or until the end of the initial four year period or warranty period whichever is longer. Warranties covering a longer period of time are to be listed on the attached pricing sheets.

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

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

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

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

3.9 DELIVERY

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

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

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

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

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

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

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

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

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

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

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

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

3.10 DELIVERY AND STAGING FACILITIES

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

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

3.11 DELAY OF PROJECT - STORAGE OF PRODUCT

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

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

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

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

3.12 FURNITURE SELECTION AND LAYOUT (DESIGNER SERVICE)

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

3.13 RESPONSIBILITY OF THE CONTRACTOR

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

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

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

3.14 SAFETY PRECAUTIONS AND PROGRAMS

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

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

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

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

3.15 SUPERVISION, INSTALLATION PROCEDURES, CONTRACTOR PERSONNEL

The contractor shall provide the following installation services:

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

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

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

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

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

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

3.15.7 All personnel must observe all regulations in effect at the State Agency. While on State property, employees shall be subject to control of the State, but under no circumstances shall such persons be deemed to be employees of the State. Neither the contractor nor its personnel shall represent themselves as the employees of the State.

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

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

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

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

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

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

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

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

3.16 STORAGE, CLEANING AND FINAL CLEAN UP

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

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

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

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

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

3.16.6 All equipment, materials or supplies of any kind, character or description of value belonging to the contractor which remain on the job site for more than thirty (30) days from the date of the receipt and

acceptance of the goods and/or services, shall become the absolute property of the State. It will be disposed of in any manner the State shall deem reasonable and proper.

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

3.17 CONTRACTOR ACCESS

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

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

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

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

3.18 INSPECTION AND ACCEPTANCE OF WORK

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

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

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

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

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

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

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

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

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

3.19.2.1 Product Identity - Name of manufacturer

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

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

3.19.2.4 The quantity and extended list price (including page number list price was obtained from) for each unit shall be totaled and appropriate discount applied to the grand total within a specific product line and contract.

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

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

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

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

3.19.4 NOTE: Quotations or invoices submitted that do not comply with the criteria listed above, including page numbers where prices were obtained, will be subject to rejection and may require re-submission before the order document can be issued or the payment processed.

3.20 QUANTITIES

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

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

3.21 REPLACEMENT OF UNSATISFACTORY PRODUCT

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

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

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

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

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

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

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

4.2 PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP cover sheet. Bidders 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)
	4.4.1.2	MacBride Principles Certification (Attachment 2)
	4.4.1.3	Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate (Attachment 3)
	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 valid and binding contract.

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

4.4.1.4 BUSINESS REGISTRATION

Refer to Appendix 1, Section 1.1. of the Standard Terms and Conditions and Section 5.3 of this RFP.

4.4.2 SUBMITTALS

4.4.2.1 MANUFACTURER'S PRICE LISTS AND DESCRIPTIVE LITERATURE

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

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

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

In the event that a bidder has submitted what the State deems to be, for any reason, a deficient price list, the State reserves the right to obtain from the manufacturer, the price list to be used for bid evaluation. Should this occur, the bidder will be afforded the opportunity to accept the manufacturer's price list for the contract or withdraw its bid proposal.

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

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

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

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

4.4.2.2 PRICE SCHEDULE

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

4.4.2.3 MANUFACTURER'S CERTIFICATION

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

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

Provide all the information requested by filling in completely (Refer to Sections **4.4.2.5**, **4.4.2.6** and **4.4.2.7** of this RFP.)

4.4.2.5 BIDDER DATA SHEET

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

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

(PLEASE PRINT OR TYPE)

Name: _____

Address: _____

City, State: _____

Telephone Number: _____ Fax Number: _____

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

3. Identify the similar accounts this individual has serviced:

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

(b) Number of sales personnel covering the State of New Jersey_____

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

Firm Name:_____
Street Address:_____
City/State:_____
Phone Number:_____

6. Sales and Service Coverage

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

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

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

4.4.2.6 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:_____

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:_____

3. 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:

4.4.2.7 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: _____

4.4.2.8 BANK REFERENCES

The bidder shall include in its bid proposal a bank reference from the bidder's primary bank. This reference shall include the bank's name, address, a contact person familiar with the bidder's account and the contact person's phone number.

4.4.3 COST PROPOSAL

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

4.4.4 PRICE SHEETING INSTRUCTIONS

4.4.4.1 Bidders shall provide, for each manufacture/brand bid, the following information: Manufacturer/Brand Line, Price list Number/Name and date, the discount from the list and the warranty period. Failure to provide this information on the attached pricing sheets provided will be cause for rejection of your bid proposal for that manufacturer/brand line only. All pricing sheets must be attached to the bid documentation.

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

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

4.4.4.4 DISCOUNTS

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

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

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

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

4.4.4.4.5 Bidders are to submit one discount for each dollar range within a brand grouping. The identical brand line must be offered for each six (6) line groupings.

4.4.4.4.6 "Sticker" changes are not acceptable and will not be considered in the evaluation. "Sticker" changes are those changes that are made to supplement a pre-existing price sheet, for example, on the bidders attached price list, a statement such as "+5%" is unacceptable. All discounts submitted on the price sheets are off the printed prices listed in the price list.

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

4.4.5 SAMPLES

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

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

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

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL 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 of the RFP. [APPENDIX 1](#)

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

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

5.2 BUSINESS REGISTRATION

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 contractor 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

5.3 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, 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.**

5.4 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than one hundred and twenty days beyond the expiration date of the contract.

5.5 AVAILABILITY OF FUNDS

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes 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.

5.6 CONTRACT AMENDMENT

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

5.7 PROCEDURAL REQUIREMENTS AND AMENDMENTS

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

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

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

5.8 ITEMS ORDERED AND DELIVERED

The Using Agency is authorized to order and the contractor/contractors is/are authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agency/Agencies reveal/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.

5.9 REMEDIES FOR NON-PERFORMANCE

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

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, or any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

5.10 MANUFACTURING/PACKAGING REQUIREMENTS

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

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

5.10.3 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.

5.10 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.

5.11 CONTRACT ACTIVITY REPORT

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

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

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

- The phone number of the contact person.
- A purchase summary showing the total quantity of each model installed with total dollar amounts.

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

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

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

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

5.12 PREVAILING WAGE ACT

5.15.1 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.

5.13 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 PROPOSAL 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 order of importance:

6.1.1 Price/Discounts

Bidders will be cost ranked by the discounts offered which will result in the lowest net prices to the State for each manufacturer's line the bidder has selected. The spotted discounts for the **three (3)** dollar ranges will be averaged for the evaluation process. In the event of a tie, the **first two (2) dollar** ranges will be averaged. The successful bidders with regard to the cost ranking will also be awarded the platform discounts as part of its contract.

Note: Only those brands that have been deemed as standardized manufacturers can be bid. These manufacturers are listed in Section 3.1 of this RFP.

No brand is guaranteed a contract simply by qualifying, in its estimation, under the criteria specified in N.J.S.A. 52:34-12.1.

A brand that has qualified under the terms of the State has gained the right to be eligible for a contract with the State of New Jersey, not the right to be awarded a contract.

The Purchase Bureau will evaluate the percentage of discount offered in this procurement against the percentage of discount offered by the identical brand under the current in-place New Jersey State Contract. The discount against list price will also be evaluated against the brand's Federal GSA contract's discount, the discount offered on current contracts that are in place in other states besides NJ, an average of all discounts offered by all brands bidding within this contract, or any combination thereof. Brands that have discounts that are considered unacceptably low may be deemed as NOT IN THE BEST INTEREST OF THE STATE OF NJ, and as such, may not be awarded a contract. Because the majority of business done as a result of this contract will be done with the large number of local governmental entities, and because it should lead to a substantial amount of potential revenue from this contract, the State expects appropriate significant discounts off list price.

THIS IS A "MOST FAVORED NATION" CONTRACT. All of the costs charged to the State of NJ under the terms and conditions of this contract may be no higher than those same costs charged to any other state or government entity for identical goods and services throughout New Jersey and the nation.

The State of New Jersey reserves the right to revisit bids that did not comply with the above provisions and solicit a "Best and Final Offer" that the State may deem to be more in accordance with the percentage of discount from list price noted in other entities' furniture contracts, i.e., other states, GSA, etc. The existence of this right of the State does not guarantee that the State will revisit a previously eliminated bid.

The State will make the final determination of the suitability of all discounts.

An award will be made to those bidders offering discounts which will result in the lowest net prices to the State for each manufacturer's brand line within a category. However, no awards will be made on a single item basis. Coverage of an entire brand line will be a factor in making an award. It is not in the State's best interest to place a contract for an incomplete price list or brand line. The State will make the final determination.

6.1.2 Experience of the bidder

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

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

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

6.1.6 Delivery schedule as listed in the bid proposal.

6.1.7 Brand line coverage - No awards will be made on a line (single) item basis. It is not considered to the advantage of the State to award a contract for single items. A single discount should be given for each dollar range listed. All prices and discounts must be firm for the entire three (3) year period of the contract. The State will only award contracts to firms that are capable of sales, warranty service and delivery to the entire State unless specified otherwise in a letter on company letterhead included with the bid proposal and agreed to by the Director.

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 an 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 those responsible bidders 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.

7.0 ATTACHMENTS, SUPPLEMENTS AND APPENDICES

ATTACHMENTS - To be submitted with bid proposal.

1. [Ownership Disclosure Form](#)
2. [MacBride Principles Form](#)
3. [Affirmative Action Supplement Forms](#)
4. [Cooperative Purchasing Form](#)
5. [Reciprocity Form](#)

APPENDICES

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

ATTACHMENT 1 - OWNERSHIP DISCLOSURE FORM

OWNERSHIP DISCLOSURE FORM

DEPARTMENT OF THE TREASURY
 DIVISION OF PURCHASE & PROPERTY
 STATE OF NEW JERSEY
 33 W. STATE ST., 9TH FLOOR
 PO BOX 230
 TRENTON, NEW JERSEY 08625-0230

BID NUMBER: 05-X-36731

BIDDER: _____

INSTRUCTIONS: Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> (Shares Owned or % of Partnership)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

INSTRUCTIONS: Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. **If there are no owners with 10% or more interest in your firm, enter "None" below.** Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> (Shares Owned or % of Partnership)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

COMPLETE ALL QUESTIONS BELOW

- | | <u>YES</u> | <u>NO</u> |
|---|------------|-----------|
| 1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above?
(If yes, complete and attach a separate disclosure form reflecting previous ownership interests.) | _____ | _____ |
| 2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other State or the U.S. Government? (If yes, attach a detailed explanation for each instance.) | _____ | _____ |
| 3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material, or supplies? (If yes, attach a detailed explanation for each instance.) | _____ | _____ |
| 4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? (If yes, attach a detailed explanation for each instance.) | _____ | _____ |
| 5. Has any Federal, State or Local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject or any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes, attach a detailed explanation for each instance.) | _____ | _____ |

CERTIFICATION: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that **I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers or information contained herein.** I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option, may declare any contract(s) resulting from this certification void and unenforceable.

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge, I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Company Name: _____ (Signature)
 Address: _____ (Name)
 PRINT OR TYPE: _____ (Title)
 FEIN/SSN#: _____
 Date _____

ATTACHMENT 2 - MACBRIDE PRINCIPLES FORM

NOTICE TO ALL BIDDERS
REQUIREMENT TO PROVIDE A CERTIFICATION
IN COMPLIANCE WITH MACBRIDE PRINCIPLES
AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I certify, pursuant to N.J.S.A. 52:34-12.2 that the entity for which I am authorized to bid:

_____ has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or

_____ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Signature of Bidder

Name (Type or Print)

Title Name (Type or Print)

Name of Company Name (Type or Print)

Date

ATTACHMENT 3 – AFFIRMATIVE ACTION SUPPLEMENT

AFFIRMATIVE ACTION	TERM CONTRACT - ADVERTISED BID PROPOSAL
DEPT OF THE TREASURY DIVISION OF PURCHASE & PROPERTY STATE OF NEW JERSEY 33 WEST STATE STREET, 9TH FLOOR PO BOX 230 TRENTON, NEW JERSEY 08625-0230	BID NUMBER: 05-X-36731 NAME OF BIDDER: _____

SUPPLEMENT TO BID SPECIFICATIONS

DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

1. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. THE CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT SUCH APPLICANTS ARE RECRUITED AND EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION, OR TRANSFER; RECRUITMENT OR RECRUITMENT ADVERTISING; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES TO BE PROVIDED BY THE PUBLIC AGENCY COMPLIANCE OFFICER SETTING FORTH PROVISIONS OF THIS NONDISCRIMINATION CLAUSE;
2. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS ,FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION.
3. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OR WORKERS WITH WHICH IT HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE, TO BE PROVIDED BY THE AGENCY CONTRACTING OFFICER ADVISING THE LABOR UNION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS ACT AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT.
4. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, AGREES TO COMPLY WITH THE REGULATIONS PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND THE AMERICANS WITH DISABILITIES ACT.
5. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO ATTEMPT IN GOOD FAITH TO EMPLOY MINORITY AND FEMALE WORKERS CONSISTENT WITH THE APPLICABLE COUNTY EMPLOYMENT GOALS PRESCRIBED BY N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME OR IN ACCORDANCE WITH A BINDING DETERMINATION OF THE APPLICABLE COUNTY EMPLOYMENT GOALS DETERMINED BY THE AFFIRMATIVE ACTION OFFICE PURSUANT TO N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME.
6. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO INFORM IN WRITING APPROPRIATE RECRUITMENT AGENCIES IN THE AREA, INCLUDING EMPLOYMENT AGENCIES, PLACEMENT BUREAUS, COLLEGES, UNIVERSITIES, LABOR UNIONS, THAT IT DOES NOT DISCRIMINATE ON THE BASIS OF AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND THAT IT WILL DISCONTINUE THE USE OF ANY RECRUITMENT AGENCY WHICH ENGAGES IN DIRECT OR INDIRECT DISCRIMINATORY PRACTICES.
7. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVISE ANY OF ITS TESTING PROCEDURES, IF NECESSARY, TO ASSURE THAT ALL PERSONNEL TESTING CONFORMS WITH THE PRINCIPLES OF JOB-RELATED TESTING, AS ESTABLISHED BY THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY AND AS ESTABLISHED BY APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.
8. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVIEW ALL PROCEDURES RELATING TO TRANSFER, UPGRADING, DOWNGRADING AND LAYOFF TO ENSURE THAT ALL SUCH ACTIONS ARE TAKEN WITHOUT REGARD TO AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND CONFORM WITH THE APPLICABLE EMPLOYMENT GOALS, CONSISTENT WITH THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY, AND APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.

THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL FURNISH SUCH REPORTS OR OTHER DOCUMENTS TO THE AFFIRMATIVE ACTION OFFICE AS MAY BE REQUESTED BY THE OFFICE FROM TIME TO TIME IN ORDER TO CARRY OUT THE PURPOSES OF THESE REGULATIONS, AND PUBLIC AGENCIES SHALL FURNISH SUCH INFORMATION AS MAY BE REQUESTED BY THE AFFIRMATIVE ACTION OFFICE FOR CONDUCTING A COMPLIANCE INVESTIGATION PURSUANT TO SUBCHAPTER 10 OF THE ADMINISTRATIVE CODE (NJAC17:27).

*** NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS**

PLEASE CHECK APPROPRIATE BOX (ONE ONLY)

- I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.

INSTRUCTIONS FOR COMPLETING THE AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT:

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.

Item 1 - Enter the Federal Identification Number assigned to the Contractor or vendor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, but not yet issued, write the words "applied for",
or

If your business is such that you have not, or will not receive a Federal Employer Identification Number, enter the Social Security Number assigned to the single owner or to a partner, in case of partnership.

Item 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business, check the predominant one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

Item 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

Item 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominant one.

Item 5 - Enter the physical location of the company, include City, County, State and Zip Code.

Item 6 - Enter the name of any parent or affiliated company including City, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

Item 7 - Check the appropriate box for the total number of employees in the entire company. "Entire Company" shall include all facilities in the entire firm or corporation, including part-time employees, not use those employees at the facility being awarded the contract.

Item 8 - Check the box appropriate to your type of company establishment. Single-establishment Employer shall include an employer whose business is conducted at more than one location.

Item 9 - If multi-establishment was entered in Item 8, enter the number of establishments within the State of New Jersey.

Item 10 - Enter the total number of employees at the establishment being awarded the contract.

Item 11 - Enter the name of the Public Agency awarding the contract. Include City, State and Zip Code.

Item 12 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category.

Racial/Ethnic Groups will be so defined:

Black: Not of Hispanic origin. Persons have origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. This area includes for example, China, Japan, the Philippine Islands and Somoa.

Item 13 - Check the appropriate box, if the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

Item 14 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

Item 15 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

Item 16 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

Item 17 - Print or type the name of the person completing this form. Include the signature, title and date.

Item 18 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

State of New Jersey
AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT

IMPORTANT - READ INSTRUCTIONS ON PRIOR PAGE CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT SHARP BALL POINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG. <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. DOES THE ENTIRE COMPANY HAVE A TOTAL OF AT LEAST 50 EMPLOYEES? <input type="checkbox"/> YES <input type="checkbox"/> NO		
8. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
9. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN N.J.: []		
10. TOTAL NUMBER OF EMPLOYEES AT THE ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: []		
11. PUBLIC AGENCY AWARDED CONTRACT:		CITY STATE ZIP CODE

OFFICIAL USE ONLY

DATE RECEIVED	OUT OF STATE PERCENTAGES	ASSIGNED CERTIFICATION NUMBER
MO/DAY/YR	COUNTY MINORITY FEMALE	

SECTION B - EMPLOYMENT DATA

12. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority categories, in columns 1, 2, & 3.

JOB CATEGORIES	ALL EMPLOYEES			MINORITY GROUP EMPLOYEES (PERMANENT)								
	Col. 1 TOTAL (Cols. 2&3)	Col. 2 MALE	Col. 3 FEMALE	MALE				FEMALE				
				BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	
Officials and Managers												
Professionals												
Technicians												
Sales Workers												
Office and Clerical												
Craftworkers (Skilled)												
Operatives (Semi-skilled)												
Laborers (Unskilled)												
Service Workers												
TOTAL												
Total employment from Previous Report (if any)												

The data below shall NOT be included in the request for the categories above.

13. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. VISUAL SURVEY <input type="checkbox"/> 2. EMPLOYMENT RECORD <input type="checkbox"/> 3. OTHER (SPECIFY)	15. IS THIS THE FIRST EMPLOYEE INFORMATION REPORT (AA.302) SUBMITTED? <input type="checkbox"/> 1. YES <input type="checkbox"/> 2. NO	16. IF NO, DATE OF LAST REPORT SUBMITTED MO. DAY YEAR
14. DATES OF PAYROLL PERIOD USED		

SECTION C - SIGNATURE AND IDENTIFICATION

17. NAME OF PERSON COMPLETING FORM (PRINT OR TYPE)(?CONTRACTOR EEO OFFICER)	SIGNATURE	TITLE	MO. DAY YEAR
18. ADDRESS (NO. & STREET)	(CITY)	(STATE)	(ZIP CODE) PHONE (AREA CODE, NO. & EXTENSION)

ATTACHMENT 4 - COOPERATIVE PURCHASING FORM

DEPARTMENT OF THE TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE STREET PO BOX 230 TRENTON, NJ 08625-0230	NUMBER: BID OPEN DATE: TIME: T-NUMBER: BIDDERS NAME: BIDDERS FID:
--	--

IMPORTANT NOTICE

BIDDERS ARE ADVISED TO REVIEW THE ATTACHED REQUEST FOR PROPOSAL (RFP) AND ANSWER THE CONTRACT EXTENSION QUESTION LISTED BELOW.

AGREEMENT TO EXTEND STATE CONTRACT TERMS TO QUASI-STATE AGENCIES, COUNTIES, MUNICIPALITIES, SCHOOL DISTRICTS, COUNTY COLLEGES AND STATE COLLEGES

THE QUESTION BELOW ELICITS THE BIDDER'S ADVANCE AGREEMENT TO OR REJECTION OF THE USE OF THIS STATE CONTRACT BY THE FOLLOWING ENTITIES:

N.J.S.A. 52:27B-56.1 PERMITS THE PARTICIPATION OF QUASI-STATE AGENCIES IN STATE CONTRACTS.

N.J.S.A. 52:25-16.1 ALLOWS THE DIRECTOR TO EXTEND IN ADVANCE THE LOCAL USE OF STATE CONTRACTS BY INCLUDING A PROVISION FOR SUCH PURCHASES IN THE STATE CONTRACT.

N.J. S.A. 52 :25-16.2 PERMITS VOLUNTEER FIRE DEPARTMENTS, SQUADS TO PARTICIPATE IN STATE CONTRACTS.

VOLUNTEER FIRST AID SQUADS AND RESCUE

N.J.S.A. 52:25-16.5 PERMITS INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION TO PARTICIPATE IN STATE CONTRACTS.

N.J.S.A. 18A:64A-25.9 PERMITS ANY COLLEGE TO PARTICIPATE IN STATE CONTRACTS.

N.J.S.A. 18A:64-60 PERMITS ANY STATE COLLEGE TO PARTICIPATE IN STATE CONTRACTS.

N.J.S.A. 40:11-12 AND N.J.S.A. 18A:18A-10 TO ALLOW COUNTIES, MUNICIPALITIES AND SCHOOL DISTRICTS TO USE SUCH STATE CONTRACTS AND TO DEAL "DIRECTLY" WITH STATE CONTRACT VENDORS INSTEAD OF BIDDING THE ITEMS.

THE SAME PRICE MUST BE ESTABLISHED FOR THE STATE AND FOR LOCAL GOVERNMENTS; OTHER TERMS AND CONDITIONS ALSO MUST BE THE SAME UNLESS A PARTICULAR TERM OR CONDITION IS SPECIFICALLY IDENTIFIED OTHERWISE IN THE RFP BY THE STATE.

A BIDDER'S WILLINGNESS OR UNWILLINGNESS TO EXTEND WILL "NOT" BE A FACTOR IN DETERMINING THE STATE AWARD. THE DIRECTOR WILL "NOT" AWARD A SEPARATE CONTRACT FOR LOCAL USE. THE VENDOR MAY NOT CHANGE HIS DECISION DURING THE CONTRACT TERM.

DO YOU AGREE TO EXTEND ANY STATE CONTRACTS AWARDED AS A RESULT OF THIS RFP TO THE AFOREMENTIONED ENTITIES AT THE SAME PRICE AND COMMON TERMS AND CONDITIONS?

YES _____ NO _____

IF THE BIDDER DOES NOT CHECK "YES" OR "NO" TO THE ABOVE QUESTION, THE ANSWER WILL BE CONSIDERED AS "NO" .

NOTE: NO CONTRACT WILL BE EXTENDED TO THESE ENTITIES UNLESS THE DIRECTOR OF THE DIVISION OF PURCHASE AND PROPERTY SPECIFICALLY PROVIDES FOR THE EXTENSION AT THE TIME OF THE AWARD.

ATTACHMENT 5 - RECIPROCITY FORM

RECIPROCITY FORM
(Optional Submission)

IMPORTANT NOTICE TO ALL BIDDERS

Effective October 7, 1991 in accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose State or locality maintains a preference practice for their bidders.

For States having preference laws, regulations, or practices, New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Purchasing Officials, or the National Institute of Governmental Purchasing to invoke reciprocal actions. The State may obtain additional information anytime it deems appropriate to supplement the above survey information.

Any bidder may submit information related to preference practices enacted for a local entity outside the State of New Jersey. This information may be submitted in writing as part of the bid response proposal, and should be in the form of resolutions passed by an appropriate governing body, regulations, a Notice to Bidders, laws, etc. It is the responsibility of the bidder to provide the documentation with the bid proposal or submit it to the Director, Division of Purchase and Property within five (5) working days of the public bid opening. Written evidence for a specific procurement that is not provided to the Director within five working days of the public bid opening will not be considered in the evaluation of that procurement, but will be retained and considered in the evaluation of subsequent procurements.

Any bidder having evidence of out-of-State local entities invoking preference practices should complete the form below, with a copy of appropriate documentation. The form and documentation may be submitted with your bid response proposal.

.....
Name of Locality having preference practices:

City /Town/Authority	
County	
State	

Documentation Attached

Resolution

Notice to Bidder

Regulations/Laws

Other _____

Name of Firm Submitting this information _____

APPENDIX 1 NJ STATE STANDARD TERMS AND CONDITIONS

STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS

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

1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

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

2. LIABILITIES

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

STATE OF NEW JERSEY
Purchase Bureau – Bid Ref. #

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

- a. a Commercial General Liability policy as broad as the standard coverage forms in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage.

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

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

\$1,000,000 BODILY INJURY, EACH OCCURRENCE
\$1,000,000 DISEASE EACH EMPLOYEE
\$1,000,000 DISEASE AGGREGATE LIMIT

3. TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU

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

- a. Bid Security - If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17: 12- 2.4. Acceptable forms of bid security are as follows:
1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.
 2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:
 - a. Issue an award notice for those offers accepted by the State;
 - b. Return all bond securities to those who have not been issued an award notice.

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

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

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

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

3.5 TERMINATION OF CONTRACT

- a. For Convenience

Notwithstanding any provision or language in this contract to the contrary, the Director may terminate at any time, in whole or in part, any contract entered into as a result of this Request for Proposal for the convenience of the State, upon no less than 30 days written notice to the contractor.

- b. For cause:

1. Where a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seq., the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
2. Where a contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping etc., so that the Director is repeatedly required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.

- c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.

- d. In the event of termination under this section, the contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

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

- 3.7 EXTENSION OF CONTRACT QUASI-STATE AGENCIES** - It is understood and agreed that in addition to State Agencies, Quasi-State Agencies may also participate in this contract. Quasi-State Agencies are defined in N.J.S.A. 52:27B-56.1 as any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

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

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

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

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

- 3.9 EXTENSIONS OF CONTRACTS TO COUNTY COLLEGES - N.J.S.A. 18A:64A - 25. 9** permits any college to participate in any term contract(s) that may be established as a result of this proposal.
- 3.10 EXTENSIONS OF CONTRACTS TO STATE COLLEGES - N.J.S.A. 18A:64- 60** permits any State College to participate in any term contract(s) that may be established as a result of this proposal.
- 3.11 SUBCONTRACTING OR ASSIGNMENT** - The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.

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

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

- 3.12 MERGERS, ACQUISITIONS** - If, subsequent to the award of any contract resulting from this Request for Proposal, the contractor shall merge with or be acquired by another firm, the following documents must be submitted to the Director, Division of Purchase & Property.
- a. Corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.
 - b. State of New Jersey Bidders Application reflecting all updated information including ownership disclosure, pursuant to provision 1.5.
 - c. Vendor Federal Employer Identification Number.

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

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

- 3.13 PERFORMANCE GUARANTEE OF BIDDER** - The bidder hereby certifies that:
- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
 - b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.
 - c. All new machines are to be guaranteed as fully operational for the period stated in the Request For Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.
 - d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.

- e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
- f. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

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

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

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

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

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

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

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

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

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

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

4. TERMS RELATING TO PRICE QUOTATION

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

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

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

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

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

- 4.3 C.O.D. TERMS** - C.O.D. terms are not acceptable as part of a bid proposal and will be cause for rejection of a bid.
- 4.4 TAX CHARGES** - The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.
- 4.5 PAYMENT TO VENDORS** - Payment for goods and/or services purchased by the State will only be made against State Payment Vouchers. The State bill form in duplicate together with the original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery. Responsibility for payment rests with the using agency which will ascertain that the contractor has performed in a proper and satisfactory manner in accordance with the terms and conditions of the award. Payment will not be made until the using agency has approved payment.

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

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

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

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

- 4.7 RECIPROCITY** - In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17: 12- 2. 13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for their bidders.
- 5. CASH DISCOUNTS** - Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest bid.
- a. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services received a properly signed and executed State Payment Voucher form and, when required, a properly executed performance security, whichever is latest.
 - b. The date on the check issued by the State in payment of that Voucher shall be deemed the date of the State's response to that Voucher.
- 6. STANDARDS PROHIBITING CONFLICTS OF INTEREST** - The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).
- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.
 - b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
 - c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraph 6a through 6e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.

APPENDIX 2 - SET-OFF FOR STATE TAX NOTICE

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

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

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

September 7, 2004

ADDENDUM #1

THE FOLLOWING CHANGES ARE HEREBY ADDED TO AND MADE PART OF BID #05-X-36731:

TO: All Potential Bidders

The date for vendor submittals for addition of brands to the list of justified brands (per Section 3.2.2 of the RFP) has been extended to September 14, 2004.

Be sure to read carefully the following sections which have been recently revised:

5.2 Business Registration - Page 29

1.1 Business Registration - Page 43

Below is a newly added required submittal and is hereby added to and made a part of Section 4.4.2:

4.4.2.9 Listing of State Contracts

All bidders shall submit a list entitled "Listing of State Contracts in which (name of brand) Is a Participant" for each brand included in the bid proposal. This submission shall consist of a listing of each and every furniture contract currently in effect in every state in which the particular brand of furniture being bid is a participant. Included in the submission will be the Furniture Brand Name, the state in which the contract is in place, the name of the contract, the contract number, the percentage of the discount off list price, and either the date or the number of the pricelist currently in use for the contract. If a cell is not applicable put in N/A. Below is an example of the information this submittal should contain:

Brand Name	State	Contract Name	Contract #	Average % of Discount Off List	Pricelist in Effect (Date /#)
BBB	NC	Office Furn.	A1111	50%	5/1/03
BBB	NC	Systems Furn	C1111	60%	4/1/02
BBB	CA	Office Furn	W2222	50%	5/1/03
BBB	AL	Systems Furn	R3333	58%	4/1/02
BBB	AL	Comp. Furn	Q8888	50%	3/15/01

The second and third sentences in Section 6.1.1 "Price/Discounts" are changed as follows:

The **spotted** discounts for the **four (4)** dollar ranges will be averaged for the evaluation process. In the event of a tie, the **platform** discounts for the **four (4)** dollar ranges will be averaged.

There are no other changes. The bid opening date will remain the same.

NOTE: PLEASE SIGN AND RETURN THIS ADDENDUM WITH YOUR BID PROPOSAL.

Name _____ Title _____ Date _____

Signature _____

NOTE: ADDENDA 2 THROUGH 4 ARE IRRELEVANT TO THIS NOTICE OF AWARD.

