



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

DATE: July 22, 2004

TO: All Potential Bidders

RE: RFP #: 05-X-36250
Unassembled and/or Unfinished Furniture and Components for
Assembly, Finishing, Manufacture and Resale - DEPTCOR

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
08/13/04	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
Email Address: <mailto:constance.rosina@treas.state.nj.us>
Phone: 609-633-3974
Fax: 609-292-0490

ATTENTION VENDORS

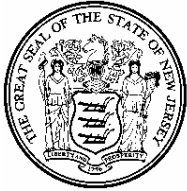
Vendor Information and Bidding Opportunities

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/forms/forms.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-36250

FOR: UNASSEMBLED AND/OR UNFIN.
FURN. & COMPONENTS FOR
ASSEMBLY, FINISHING, MFG. &
RESALE-DEPTCOR

TERM CONTRACT #: T 0415
REQUESTING AGENCY: Bureau of State Use Industries

ESTIMATED AMOUNT:\$1,500,000.00
CONTRACT EFFECTIVE DATE: 9/1/04
CONTRACT EXPIRATION DATE 8/31/07
COOPERATIVE PURCHASING: N/A
SET ASIDE: N/A

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 BEFORE THE PUBLIC OPENING TIME OF 2 PM ON 08/13/04 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

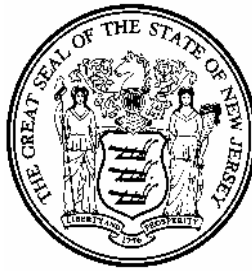
- 9) PERFORMANCE SECURITY: \$ 0 OR 0 %
10) PAYMENT RETENTION: 00%
11) AN AFFIRMATION ACTION FORM (ATTACHMENT 3 OF RFP)
12) A MACBRIDE PRINCIPALS CERTIFICATION (ATTACHMENT 2 OF RFP)
13) REQUESTED DELIVERY 90 days FROM RECEIPT OF ORDER.
14) CERTIFICATION OR NOTIFICATION OF REGISTRATION WITH THE SECRETARY 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-36250

REQUEST FOR PROPOSAL FOR:

**UNASSEMBLED AND/OR UNFINISHED FURNITURE AND COMPONENTS FOR
ASSEMBLY, FINISHING, MANUFACTURE AND RESALE- DEPTCOR**

Date Issued: January 26, 2005

Purchasing Agency

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

Using Agency

DEPTCOR, Bureau of State Use Industries

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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 DEPTCOR, Bureau of State Use Industries. The purpose of this RFP is to solicit bid proposals for any and all furniture, previously judged as qualified for any State furniture contract, that is offered in the manner of “ready to assemble”, “ready to finish”, and/or the components for same.

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 basic premise of this RFP is to establish multi-source term contract(s) for the supply and delivery of all services and materials necessary to institute an Outside Equipment Manufacture (OEM) of furniture, exclusive for DEPTCOR. All brands that have previously been categorized by the State as acceptable for multiple award term contracts and/or brands that meet the criteria to be deemed acceptable for State multiple award term contracts that offer unassembled, unfinished, and/or furniture components will be eligible for award. DEPTCOR is under no obligation to purchase any of the brands awarded a contract. To the contrary, DEPTCOR will only purchase brands that fit its business plan and are deemed to be in the best interest of that plan and therefore the State. Any contractor that represents an awarded brand will be given the opportunity to meet with representatives of DEPTCOR, to sell its product. DEPTCOR, shall eventually develop a diverse line of furniture and market it to its customers. DEPTCOR intends to develop basic product lines on which all future product line expansion shall be based. The contracted vendor(s) shall be capable of supplying not only the initial products but matching component lines for future program expansion. The initial product lines covered by this RFP shall include, at a minimum, the following items:

A. Seating, Wood, Office, All Types, consisting of:

1. Executive Chairs
2. Management Chairs
3. Task and Ergonomic Chairs
4. Stacking and Ganging Chairs
5. Lounge Seating

B. Seating, Non-Wood, Office, All Types, consisting of:

1. Executive Chairs
2. Management Chairs
3. Task and Ergonomic Chairs
4. Shell Chairs
5. Stacking and Ganging Chairs
6. Lounge Seating
7. Associated Products, such as but not limited to:
bookcases, end tables and occasional pieces (i.e. coffee tables,
magazine racks, television stands)

C. Desks, Wood consisting of:

1. Executive/Clerical
2. Executive with Return
3. Secretarial
4. Credenza
5. Associated products, such as but not limited to bookcases, end tables and occasional pieces (i. e. coffee tables, magazine racks, television stands).

D. Desks, Laminate consisting of:

1. Executive/Clerical
2. Executive with Return
3. Secretarial
4. Credenza
5. Associated products, such as but not limited to bookcases, end tables and occasional pieces (i. e. coffee tables, magazine racks, television stands).

E. Computer Workstation Furniture:

1. Worksurface
2. Keyboard tray
3. Storage

F. Acoustic/Privacy Panels

G. Metal File Cabinet – Vertical/Lateral

1. Vertical
2. Lateral

H. Educational Component Products:

1. Classroom
2. Dormitory
3. Auditorium
4. Student Lockers
5. Associated Hardware

I. Parts Price List

J. Computer Assisted Design

See Section 3.5.2 of this RFP for detailed information.

1.2 BACKGROUND

This is a reprourement of the Bureau of State Use Industries: Unassembled and/or Unfinished Furniture and Components for Assembly, Finishing, Manufacture and Resale term contract, presently due to expire on 8/31/04. Vendors who are interested in the current contract specifications and pricing information are encouraged to visit the Purchase Bureau's website on the world wide web. The applicable "T" reference number for this lookup is T0415. The exact WWW address is

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

State Use Industries intends to operate 17 industrial shops utilizing inmate employees from nine correctional institutions. To meet this objective, it's the State's intention to operate furniture production facilities at East Jersey State Prison located in Avenel, New Jersey and Mountainview Correctional Facility located in Annandale, New Jersey. Items produced in this facility will be shipped to DEPTCOR's Central Warehouse and offered for sale to DEPTCOR's existing customer base. Initially, DEPTCOR shall procure the items in component form, requiring elementary assembly labor. As the business develops and experience with the product, production, and marketing improves, DEPTCOR shall purchase component items in a form requiring more intricate assembly, thereby enlarging its production operation and providing a greater number of meaningful work opportunities for the inmate population. Therefore, price lists, identified by component, and levels of assembly are being requested for each product group.

1.2.1 INCLUSION OF ITEMS

Each manufacturer's line does not have to include all of the above listed items. However, manufacturer

lines must be complete for the category and conform to the product intent of this RFP.

1.2.2 ACCEPTABILITY OF FURNITURE LINES

The majority of the manufacturer lines offered must fall in the category of furniture described in Section 1.1, A through J, or they will not be accepted by the State. The State's decision on what is acceptable under this contract shall be final.

1.2.3 CONTRACT ESTIMATED VALUE

For bidding purposes, it is estimated that the total value of the contracts entered into as a result of this RFP shall be \$500,000.00 annually for New Jersey State Agencies. The total estimated amount for three (3) years is \$1,500,000.00.

1.2.4 BRAND ELIGIBILITY

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

Thus, this is a three (3) year term contract for DEPTCOR, which is used by various State Agencies and cooperative purchasing partners to purchase furniture for replacement, supplemental and new furniture projects.

Contracts shall be issued for those brands that have been listed as acceptably justified standardized brand lines. This contract is to be used only for a re-procurement of brands that have been certified as standardized by the Purchase Bureau.

1.2.5 IMPORTANT NOTICE:

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

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

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

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

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

IN SPRINKLERED BUILDINGS USE MUST BE CAL 133 CERTIFIED.

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

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

1.3 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 email. 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**
[email to: constance.rosina@treas.state.nj.us](mailto:constance.rosina@treas.state.nj.us)
Phone Number: **609-633-3974**
Fax Number: **609-292-0490**

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

1.3.1.1 QUESTION PROTOCOL

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

1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

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

1.4 ADDITIONAL INFORMATION

1.4.1 REVISIONS TO THIS RFP

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

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

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

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

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

1.4.2 ADDENDUM AS A PART OF THIS RFP

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

1.4.3 ISSUING OFFICE

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

1.4.4 BIDDER RESPONSIBILITY

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

1.4.5 COST LIABILITY

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

1.4.6 CONTENTS OF BID PROPOSAL

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

1.4.7 PRICE ALTERATION

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

1.4.8 JOINT VENTURE

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

1.5 SIGNATURE GUARANTEES

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

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

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

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

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

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

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

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

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

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

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

Contractor - The contractor is the bidder awarded a contract.

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

Division - The Division of Purchase and Property.

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

Invoice- State billing Form AR 50/54.

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

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

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

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

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

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

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

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

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

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

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

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

State - State of New Jersey

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

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

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

3.1 SPECIFICATIONS

3.1.1 ELIGIBILITY REQUIREMENTS

Any brand that has been deemed eligible for inclusion in the NJ State multiple award furniture term contracts, or has participated in the current version of this contract with DEPTCOR, shall be eligible for contract award. The approved brands list follows:

Abco	Daysi	Johnson Tables	Resilient
Acedemia	Dell Inc.	JSI	Rosemount Off. Sys.
Adden	Delweld	Keilhauer	Royal Seating
Adelphia	Design Options	Kimball	Russwood
ADV Office Concepts	Designline	Knoll Inc.	Samsonite
AIS	DMI	Krueger International Inc.	Sauder Mfg. Co.
Allied Plastics	DSI Industries	Krug Inc.	Scholarcraft
Allsteel Inc.	ECFS	Kwalu	Seating Concepts
American Atelier	Educational Ergonomic	Lacasse/Avenue	Seating Inc.
American Desk	Educational Furniture	Lazyboy	Sheldon
American Seating Co.	ERG	LDF	Sico
Amneon	Ergospace Design	Lee Metal	Smith System
Anderson Hickey	Falcon	Leland International	Source Int'l. Corp.
AOC	First Source	Lesro Industries	SPEC
AOF Chairs	Fisher	Liberty Contract Furn.Inc.	Spec. Furniture
Apex Manuf. Co., Ltd.	Fixtures	LSI	Spectrum
Archieva Grolen	Flexible	Luxo	Star Qual. Off. Furn.
Artco Bell	Flex-Y-Plan Ind., Inc.	M/W Int'l Inc/Genesis	Steelcase Inc.
Artopex Plus Inc.	GF	Martela	Stylex Inc.
Asco	Glasspec	Max-Secure	Superior Seating
BCI	Global	Maywood	Surface Tech.
Bevis	Globe Business Furniture	McCourt	Tayco Inc.
Biofit	Grafco	Meridian	Teknion
BK Barrit	Grolen	Midwest Folding	Thonet
Blockhouse	Group Four	Miller Desk Inc.	Thrasher
Bodybilt Seating	Gunlocke Co., The	Mitchell Howell-Wake	Tracy Inc.
Bretford	Hamilton Sorter	Mity-Lite	Trendway Corp.
Brodart	Harter	Moduform Inc.	Versteel
Broyhill	Haskell	Mohon Pride	Viking
Buckstaff	Hausmann	MTS	Virco
Butler Woodcrafters	Haworth	National	Vista
Candex	Herbert L. Farkas Co.	National Public Seating	Warvel
Cannon Chair	Herman Miller Inc.	Neo Bau Inc.	Wieland Furniture
Cano	Hickory Leather Co.	Norix Group Inc.	WK Co./JRW Co.
Capitol Seating	High Point	Nova	Wood Design
Carolina Business Furn.	Holbrook	Office Master	Worden
CDF	Hon	Omni	Workspace
Claridge	Howe	Packard Ind. Inc.	Workstream
Clarín	ICF	Palmer/Snyder	Wrightline
Columbia Mfg.	Interior Concepts	Palmeiri	Links
Community	Invincible	Paoli Inc.	Nightingale
Concord Products	Inwood Office Environs.	Paragon	G.M.I.
CPSI	Irwin	Parent Metal	Midatlantic Plus LLC
Cramer	ISA International	Patrician	Source OneFurn. /THA
Crown	IW Institutional	Phoenix	
D&E Wood	Jasper Chair	Pleion	
Darran	Jofco International Inc.	Polyvision	
Dauphin North America	John Savoy & Son Inc.	Quality Products & Serv.	

The list above contains the assorted brands that have been certified as standardized by the various State Agencies and Cooperative Purchasing Partners on numerous separate State furniture contracts. DEPTCOR, is under no obligation to purchase components for any of those brands. Rather, this is a list of brands from which DEPTCOR may choose, if, by using its best business judgment, it comes to the conclusion that the manufacturing of such brands is a prudent business decision while at the same time serves to address a Statewide need. Brands that do not offer components for sale at a significant discount from completed, assembled product are unlikely to be chosen by DEPTCOR.

If it meets the above qualification, the prospective bidder will be required to offer a product line that offers the referenced brands in an unassembled and/or unfinished form. The bidder must offer the product line as individual components.

3.1.2 FURNITURE REQUIREMENTS

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

A. Seating, Wood, Office, All Types, consisting of:

1. All knocked down parts includes exposed sub-assemblies mill sanded, no foam, no fabric, unfinished.
2. Includes all parts, exposed sub-assemblies unfinished, sound grade seat and back built up, no foam, no fabric.

Bidders are encouraged to include prices of pre-cut foam, pre-cut and pre-sewn fabric, and exposed wood finished.

B. Seating, Non-Wood, Office, All Types, consisting of:

1. All knocked down parts, no foam, no fabric.

Bidders are encouraged to include prices of pre-cut foam, pre-cut and pre-sewn fabric.

C. Desks, Wood, consisting of:

1. All component parts, unfinished, unassembled.
2. All component parts, unfinished, assembled.

D. Desks, Laminate, consisting of:

1. All component parts, finished, unassembled.

E. Computer Workstation Furniture:

1. All component parts, unfinished, unassembled
2. All component parts, unfinished, assembled

F. Acoustical/Privacy Panels

1. All component parts, unfinished, unassembled, no foam, no fabric
2. All component parts unfinished, assembled
3. Raceway componentry unassembled
4. Raceway componentry assembled

Bidders are encouraged to include prices of pre-cut foam, pre-cut and pre-sewn fabric.

G. Metal File Cabinets – Vertical/Lateral

1. All component parts, unassembled
2. All component parts, assembled

H. Educational Component Products

1. All component parts unassembled, unfinished
2. All component parts unassembled, finished
3. All component parts, assembled

I. Parts Price List

J. Computer Assisted Design

NOTE: Assembly must be capable of being performed with conventional hand tools. Only the Items defined above and intended for use in an office environment shall be acceptable. All other items will be deleted from the contract award.

Each manufacturer's brand line does not have to include all of the above listed items. However, lines must be complete, in order to be considered for award.

3.2 TECHNICAL REQUIREMENTS AND APPLICABLE STANDARDS:

3.2.1 ANSI-BIFMA

All products must be designed and engineered to meet or exceed all current applicable American National Standards Institute and Business and Institutional Furniture Manufacturers Association (ANSI-BIFMA) standards or any update thereof.

3.2.2 UNDERWRITERS LABORATORY APPROVAL

Any components that will be used in the assembly of the panel section of this contract shall bear the seal of approval of the Underwriters Lab (UL), Business and Institutional Furniture Manufacturers Association (BIFMA) or a recognized regulating body. Vendors will be expected to provide a certificate of training to assure that DEPTCOR assembly is in accordance with the manufacturer and regulating body procedures. Failure to provide this information, may render a bid proposal non-responsive.

3.3 DELIVERY

3.3.1 REQUIREMENTS

Delivery is required ninety (90) days after receipt of purchase order.

3.3.2 PLATFORM DELIVERIES

The contractor shall provide platform deliveries. Platform delivery, is defined under the definitions in Section 2.0 of this RFP, shall also include supply, FOB Destination, delivery and all associated delivery costs.

3.2.3 DELIVERY INSTRUCTIONS

Deliveries shall be made at such time and in such quantities as ordered in strict accordance with the instructions from the Using Agency and be coordinated to the site with the construction unions, if present, in such a manner that no delay to progress and no additional cost to the State shall occur.

3.2.4 PRODUCT LINES

Product lines delivered must be strictly in accordance with those contained in contract award.

3.2.5 PREDETERMINATION OF COMPONENTS

All items shall be delivered in a predetermined component form for assembly by the State Use Inmate Program.

3.2.6 DELIVERY AUTHORIZATION

The contractor shall be responsible for all delivery and unloading of product. The contractor shall notify the State (2) working days prior to each delivery; the State will provide specific delivery authorization within (2) working days prior to the authorized delivery date. The contractor shall not proceed with delivery until it has been given express written approval to commence delivery.

3.2.7 TRUCKLOADS

All orders will be placed on an as-required basis during the period of the contract and shall be in truckloads of mixed quantities of colors and models. Less than truckload lots, may be ordered at discounts off catalog price list quoted on the bid sheet.

3.2.8 DELIVERY ADDRESS

All deliveries shall be made to:

DEPTCOR
Misc. Furniture Industry - Furniture Shop
East Jersey State Prison
Woodbridge Avenue
Avenel, NJ 07065

DEPTCOR
Furniture Case Goods
Mountainview Correctional Facility
31 Petticoat Lane
Annandale, NJ 08807

DEPTCOR
Central Warehouse
163 North Olden Avenue
Trenton, NJ 08625-0867

3.2.9 DELIVERY HOURS:

Shipments will be accepted by appointment only. Contractors are required to contact the appropriate Industrial Office Manager at least 48 hours in advance of arrival.

<u>Contact Name</u>	<u>Contact Phone</u>	<u>Location</u>
<i>Werner Buehler</i>	<i>(732) 499-5010 x5283</i>	<i>East Jersey State Prison</i>
<i>Peter Falconio</i>	<i>(908) 638-7629</i>	<i>Mountainview Correctional</i>
<i>Lou Bickel</i>	<i>(609) 292-5584</i>	<i>DEPTCOR Whs./Trenton</i>

DELIVERY HOURS, MONDAY TO FRIDAY, EXCLUDING STATE HOLIDAYS

<u>LOCATION</u>	<u>HOURS OF OPERATION</u>
East Jersey State Prison, Avenel	8:00AM – 10:30AM 12:45PM – 1:30PM
Mountainview Correctional Facility, Annandale	8:30AM – 11:00AM 1:00PM – 2:30PM
DEPTCOR Central Warehouse, Trenton	8:30AM – 2:00PM

NOTE: Tractor trailer limitations 60'-0"length, 13'0" high. Rigs too large will be refused at the vendor's expense.

3.3 CONTRACTOR SUPPORT

The contractor is to provide technical support to assist DEPTCOR in the setting up of the assembly operations at the DEPTCOR miscellaneous furniture production facilities at East Jersey State Prison, located in Avenel, New Jersey and Mountainview Correctional Facility, located in Annandale, New Jersey. This support will include, but not necessarily be limited to:

- 1) Shop design and layout
- 2) Assembly equipment recommendations for products supplied.
- 3) Marketing material:
 - A) product information for inclusion in DEPTCOR brochures.
 - B) product pricing
- 4). Suggested inventory control procedures
- 5) Technical support and training to DEPTCOR sales staff to allow this Bureau to supply CADD floor plans when required.

3.4 CADD SERVICE

3.4.1 COMPUTER ASSISTED DRAWING DESIGN (CADD).

The contractor must provide computer assisted drawing design service. The contractor shall prepare the necessary drawings at its facility and provide a hard copy for submission to DEPTCOR client.

The contractor must also provide technical support and training to DEPTCOR Sales Staff.

NOTE: The contractor will not be required to provide any CADD hardware to DEPTCOR as part of this bid.

3.5 WARRANTY

The contractor guarantees for a period of at least four (4) years from the date of final acceptance that the materials supplied are free from all defects due to faulty materials, and it shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs of any damaged items. 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.

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

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

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

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

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

4.2 PROPOSAL DELIVERY AND IDENTIFICATION

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

4.3 NUMBER OF BID PROPOSAL COPIES

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

4.4 PROPOSAL CONTENT

The bid proposal should be submitted as follows:

- Forms (Section 4.4.1)

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

4.4.1 FORMS

4.4.1.1 OWNERSHIP DISCLOSURE FORM

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

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

4.4.1.2 MACBRIDE PRINCIPLES CERTIFICATION

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

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

4.4.1.3 AFFIRMATIVE ACTION

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

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

4.4.2 SUBMITTALS

4.4.2.1 PRICE SCHEDULE

The bidder shall fill in the price sheets completely, providing all the information requested, including delivery schedule.

4.4.2.2 MANUFACTURER'S PUBLISHED DESCRIPTIVE LITERATURE AND PRICE LIST

The bidder shall provide latest manufacturer's descriptive specification literature and pre-printed price list for each manufacturer's product line bid. The Price List shall include, unit list price by component and sub-assembly for each product and number of components for each product, weight per unit of each product, product identification code for each product (vendors), a part by part componentry list showing factory number for each part and identifying multiple stages of completion and average assembly hours for each product.

List of standard finishes and/or colors for each item included in the bid.

Swatch book of standard fabric available for each item of seating and/or panel.

4.4.2.3 BIDDER'S QUALIFICATION SHEET

The bidder shall provide all the information requested by completing each item listed, in Sections 4.4.2.10 through 4.4.2.12 of this RFP. Failure to submit any mandatory submittal item will be cause for rejection of the entire bid.

4.4.2.4 LETTER OF RELEASE

The bidder shall include with its bid proposal, a letter of release by an authorized official of the furniture manufacturer to allow DEPTCOR the right to assemble, finish, market, and sell the proposed product under the New Jerseys' Correctional Industries' name without restrictions, royalties or licensing fees. Failure to provide this information may render a bid proposal non-

responsive.

4.4.2.5 STATEMENT OF COMPLIANCE

The bidder shall include with its bid proposal, a notarized statement of compliance from the respective manufacturer for each product being bid, certifying that the product has been designed and engineered to meet or exceed all appropriate established codes and standards regarding durability, performance and life safety, and to meet or exceed all current applicable ANSI-BIFMA standards or any update thereof. Failure to provide this information may render a bid proposal non-responsive.

4.4.2.6 AGREEMENT AND DESCRIPTION OF TECHNICAL ASSISTANCE

The bidder agrees to supply, at no cost, technical assistance to the State of New Jersey for the setting up and development of the assembly operations at the Agency's production facility, as well as with the marketing and packaging of the bidder's product. Attach a letter describing the level and extent of technical assistance. Failure to provide this information may deem your bid proposal non-responsive.

4.4.2.7 MANUFACTURER'S ASSEMBLY TIME STUDY

The bidder shall include with its bid proposal, one example of a manufacturer generated time study for the completion of the assembly process with anticipated learning curves, for at least one complex product.

Note: This shall be representative of what is to be expected on every product offered by the bidder. The example shall include at least six (6) individual steps for assembly and completion with an exploded view of the product, that will be suitable for use at the inmate level of manufacturing.

Failure to provide this information may render a bid proposal non-responsive.

4.4.2.8 LITERATURE ARTWORK AND GRAPHICS

The bidder shall include with its bid proposal, one example of artwork or product graphic (for the same item as detailed in Section 4.4.2.7, (above) to be used by the State of New Jersey Correctional Industries for their marketing literature program. This should be representative of what can be expected to be provided for each item that is awarded/ordered. Failure to provide this information may render a bid proposal non-responsive.

4.4.2.9 AVAILABLE COMPUTER ASSISTED DRAWING DESIGN SERVICE

The bidder shall include with its bid proposal, a description of the service available from your firm and the maximum to turnaround time in days to provide hard copy for submission to DEPTCOR clients. Failure to provide this information may render a bid proposal non-responsive.

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

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

4.4.2.10 BIDDER DATA SHEET

The bidder must provide all of the information requested. The bidder may provide its response

on a separate attachment but should clearly note here that it is doing so:

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

(PLEASE PRINT OR TYPE)

Name: _____

Address: _____

City, State: _____

Telephone Number: _____ Fax Number: _____

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

3. Identify the similar accounts this individual has serviced:

4.4.2.11 REFERENCE DATA SHEETS - SATISFACTORY CUSTOMER SERVICE

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

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

1. Name of customer provided as reference: _____

Name of individual State may contact to verify reference:

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

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

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

2. Name of customer provided as reference:

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

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

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

3. Name of customer provided as reference

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

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

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

4.4.2.12 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: _____

4.4.3 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 manufacturer/brand bid, the following information: Manufacturer/Brand Line, Price list Number/Name and date, the discount from the list, the delivery schedule in days ARO and the warranty period if more than **four (4) years**. Failure to provide this information on the attached pricing sheets provided will be cause for rejection of a bid proposal for that manufacturer/brand line only. All pricing sheets must be attached to the bid documentation.

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

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

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

4.4.4.5 Discounts

4.4.4.5.1 Discounts are to be applied against the price list submitted with the bid proposal and must be indicated in the space provided on the attached price sheet(s).

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

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

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

4.4.4.5.5 Bidders are to submit one discount for each line listed within a grouping. The identical brand line must be offered for each three (3) line groupings. For example, for Category A, bidder is to provide a percentage discount from its referenced price list for 1) a trailer load (single product), 2) trailer load (mixed product) and 3) less than a trailer load.

4.4.4.5.6 An award will be made to the 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 the State's advantage to place a contract for an incomplete price list or brand line. The State will make the final determination.

4.4.4.5.7 The bidder shall complete all three price lines for each category being bid. Price lines 1 through 24 are for the various categories of furniture. Price line 25 is for parts for all categories referenced in lines 1 through 24. In the event the using agency orders additional parts as a separate purchase, price line 25 is for additional parts purchased from any of the other categories. Provide the parts price list number, date, and discount off the parts price list on price line 25. Do not send in parts price lists with your bid proposal, or individual parts pricing for this price line. Provide the parts price list information for each manufacturer line being bid (i.e., manufacturer name, price list date, price list pages, etc.) along with the applicable discount (if bidding a discount off the parts price list). If not offering a discount, the price would be net. The price list referenced on the price line for a

particular manufacturer, is for reference, and will be the price list in effect for the brand of parts for the entire contract period, and any extensions thereof. If bidding more than one manufacturer, the pricing page with price line 25 can be photocopied for additional brands. The minimum order for additional parts for line 25 is \$100.00. Price line 26 is for an hourly rate for computer assisted drawing design (CADD) service.

4.4.4.5.8 "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.

4.4.5 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 offered 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/are 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).

4.5 STATE CONTRACT MANAGER

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

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

4.5.1 STATE CONTRACT MANAGER RESPONSIBILITIES

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

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

4.5.2 OTHER DUTIES OF THE STATE CONTRACT MANAGER

The State Contract Manager shall have the following additional duties:

- a) If the State Contract Manager determines that the Contractor has failed to perform the work of the contract and is unable to resolve that failure to perform directly with the contractor, the State Contract Manager shall file a formal complaint with the Contract Compliance Unit in the Division of Purchase and Property and request that office to assist in the resolution the contract performance problem with the contractor.
- b) The State Contract Manager is responsible for arranging for contract extensions and preparing any reprourement of the contract with the Purchase Bureau.
- c) The State Contract Manager is responsible for obtaining permission from the Director to reduce the scope of work, amend the contract or add work or special projects to the contract after contract award.

4.5.3 COORDINATION WITH THE STATE CONTRACT MANAGER

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

5.0 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

See Standard Terms & Conditions, [Appendix 1, Section 1.1](#).

5.3 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of three (3) years. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of two (2) one-year periods, by the mutual written consent of the contractor and the Director. **Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than 45 days after contract expiration.**

5.4 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than one hundred-twenty (120) days beyond the expiration date of the contract.

5.5 AVAILABILITY OF FUNDS

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

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

5.7.2 CONTRACTUAL CHANGES

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

5.7.3 SEPARATE PROCUREMENT

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

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

5.9 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.

5.13 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.

5.14 CONTRACT ACTIVITY REPORT

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

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

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

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

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

5.15 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.

5.16 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 EVALUATION

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

6.1.1 PRICE

Overall net price as demonstrated by discounts from list price.

6.1.2 EXPERIENCE

The experience of the bidder relative to past, similar contractual obligations

6.1.3 PAST PERFORMANCE

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

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

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

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

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

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

6.3 AWARD PROCEDURE

Contract award[s] shall be made with reasonable promptness by written notice to that 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. [Reciprocity Form](#) (*Optional*)

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-36250

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-36250 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 Employee 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 - 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 Corporations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey. Proof of valid business registration with the Division of Revenue, Department of the Treasury, State of New Jersey, should be submitted by the bidder and, if applicable, by every subcontractor of the bidder, with the bidder's bid. No contract will be awarded without proof of business registration with the Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG. can be filed online at <http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity>
- 1.2 **ANTI-DISCRIMINATION** - All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.
- 1.3 **PREVAILING WAGE ACT** - The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act.
- 1.4 **AMERICANS WITH DISABILITIES ACT** - The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101 et seq.
- 1.5 **THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-I et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.
- 1.6 **OWNERSHIP DISCLOSURE** - Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.
- 1.7 **COMPLIANCE - LAWS** - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.
- 1.8 **COMPLIANCE - STATE LAWS** - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.
- 1.9 **COMPLIANCE - CODES** - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.

2. LIABILITIES

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

STATE OF NEVV JERSEY
Purchase Bureau - Bid Ref.#

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

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

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

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

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

3. TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU

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

3.3 BID AND PERFORMANCE SECURITY

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

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

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

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

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

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

3.5 TERMINATION OF CONTRACT

- a. Change of Circumstances

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. TERMS RELATING TO PRICE QUOTATION

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

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

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

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

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

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

4.4 TAX CHARGES - The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX 2 - SET-OFF FOR STATE TAX NOTICE

NOTICE TO ALL BIDDERS
SET-OFF FOR STATE TAX NOTICE

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

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