



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. BOX 230
TRENTON, NJ 08625-0230

RICHARD J. CODEY
Acting Governor

JOHN E. McCORMAC, CPA
State Treasurer

DATE: 02/25/05

TO: All Potential Bidders

RE: RFP #: (05-X-36484)
Revised (Scientific Equipment/Instruments/Components, Accessories & Operating Supplies)

IMPORTANT NOTES:

- a) **New Business Registration Requirements – This is a change from previous requirements. Failure to submit a copy of your Business Registration Certificate (or interim registration) from the Division of Revenue with the Bid Proposal may be cause for rejection of the bid proposal.**
- b) **Executive Order 134 Certification and Disclosure Submittal Requirements Revised - In order to simplify the EO 134 compliance process, effective December 22, 2004, submission of EO 134 Certification and Disclosure forms will be required to be submitted following notice of intent to award.**

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
03/29/05	2:00 PM	Bid Submission Due Date

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

Sincerely,

Beverly Speck
Administrative Analyst
E-Mail Address: Beverly.Speck@treas.state.nj.us

ATTENTION VENDORS

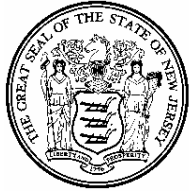
Vendor Information and Bidding Opportunities

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

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

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

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



STATE OF NEW JERSEY
REQUEST FOR PROPOSAL

BID NUMBER: 05-X-36484

FOR: Revised Scientific
Equipment/Instruments/Components,
Accessories & Operating Supplies

TERM CONTRACT #: T-0115
REQUESTING AGENCY: STATEWIDE

ESTIMATED AMOUNT: \$5,000,000.00
CONTRACT EFFECTIVE DATE:06/01/05
CONTRACT EXPIRATION DATE: 05/31/07

DIRECT QUESTIONS CONCERNING THIS RFP TO:
E-MAIL ADDRESS: Beverly.Speck@treas.state.nj.us

COOPERATIVE PURCHASING: ATTACHMENT 4

TO BE COMPLETED BY BIDDER:

Firm Name: Address:
Address:
Firm Name:

PURSUANT TO N.J. STATUTES, REGULATIONS AND EXECUTIVE ORDERS, 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 03/29/05 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 %.

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). ATTACHMENT 1 OF RFP
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: March 11, 2005 33 W. State Street, Trenton NJ 08625 9th Floor Bid Room
SITE INSPECTION: N/A
9) FOR SET ASIDE CONTRACTS ONLY, A BIDDER MUST BE REGISTERED WITH THE N.J. DEPARTMENT OF COMMERCE AS A SMALL BUSINESS BY THE DATE OF BID OPENING. (SEE N.J.A.C. 17:13-3.1 & 13.3.2).

ADDITIONAL REQUIREMENTS

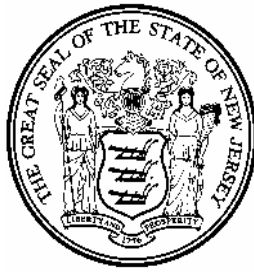
- 10) A BIDDER MUST BE REGISTERED WITH THE DIVISION OF REVENUE AND A BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) SHOULD BE SUBMITTED WITH THE BID PROPOSAL.(SEE N.J.S.A. 52:32-44).
11) PERFORMANCE SECURITY: \$ 0 OR 0 %
12) PAYMENT RETENTION: 00%
13) AN AFFIRMATIVE ACTION FORM (ATTACHMENT 3 OF RFP)
14) A MACBRIDE PRINCIPLES CERTIFICATION (ATTACHMENT 2 OF RFP)
15) REQUESTED DELIVERY: 7 days FROM RECEIPT OF ORDER.

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/TYPER NAME AND TITLE 26) DATE



Bid Number: 05-X-36484

REQUEST FOR PROPOSAL FOR:

**REVISED SCIENTIFIC EQUIPMENT/INSTRUMENTS/COMPONENTS,
ACCESSORIES & OPERATING SUPPLIES**

Date Issued: 02/25/05

Purchasing Agency

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

Using Agency

State of New Jersey
Cooperative Purchasing Members

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the State of New Jersey and Cooperative Purchasing Members. The purpose of this RFP is to solicit bid proposals for Scientific Equipment/Instruments/Components, Accessories and Operating Supplies.

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

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

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

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

1.2 BACKGROUND

This is a procurement of the Scientific Instruments, Accessories and Operating term contract, presently due to expire on May 31, 2005. Vendors who are interested in the current contract specifications and pricing information are encouraged to visit the Purchase Bureau's website on the world wide web. The applicable "T" reference number for this lookup is T-0115. The exact WWW address is:

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

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

It is the policy of the Purchase Bureau to accept questions and inquiries from all vendors by e-mail. Telephone inquiries will not be accepted. Written questions should be e-mailed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

E- Mail: **Beverly.Speck@treas.state.nj.us**

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

1.3.1.1 QUESTION PROTOCOL

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

1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

A **Mandatory** Pre-Bid Conference has been scheduled for this procurement. The cut-off date for submission of questions will be the date of the **Mandatory** Pre-Bid Conference. While all questions will be entertained at the **Mandatory** Pre-Bid Conference, it is strongly urged that questions be submitted by e-mail prior to the **Mandatory** Pre-Bid Conference. Written questions must be e-mailed to the Purchase Bureau buyer. It is requested that vendors having long, complex or multiple part questions submit them as far in advance of the **Mandatory** Pre-Bid Conference as possible. This request is made so that answers can be prepared by the State by the time of the **Mandatory** Pre-Bid Conference.

1.3.3 MANDATORY PRE-BID CONFERENCE

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

March 11, 2005
10:00 A.M.
33 West State St.
Trenton, NJ 08625
9th Floor Bid Room

It is necessary that the Purchase Bureau be notified in advance, of your intent to attend the conference. Responses must be emailed to **Beverly.Speck@treas.state.nj.us**.

Due to limited space, only one (1) representative per company will be permitted at the conference.

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

The purpose of the Mandatory Pre-Bid Conference is to provide a structured and formal opportunity for the State to accept questions from vendors regarding this RFP.

Any revisions to the RFP resulting from the Mandatory Pre-Bid Conference will be formalized by an addendum to this RFP. Answers to deferred questions will also be formalized by an addendum to this RFP. 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.)

1.3.4 OPTIONAL PRE-BID CONFERENCE - NOT APPLICABLE

1.3.5 SUBMISSION OF BID PROPOSAL

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

DATE:	MARCH 29, 2005
TIME:	2:00 p.m.
LOCATION:	<p>BID RECEIVING ROOM - 9TH FLOOR PURCHASE BUREAU DIVISION OF PURCHASE AND PROPERTY DEPARTMENT OF THE TREASURY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NJ 08625-0230</p> <p>Directions to the Purchase Bureau can be found on the following website: http://www.state.nj.us/treasury/purchase/directions.shtml</p>

1.3.6 DOCUMENT REVIEW - NOT APPLICABLE TO THIS PROCUREMENT

1.4 ADDITIONAL INFORMATION

1.4.1 REVISIONS TO THIS RFP

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

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

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

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

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

1.4.2 ADDENDUM AS A PART OF THIS RFP

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

1.4.3 ISSUING OFFICE

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

1.4.4 BIDDER RESPONSIBILITY

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

1.4.5 COST LIABILITY

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

1.4.6 CONTENTS OF BID PROPOSAL

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

1.4.7 PRICE ALTERATION

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

1.4.8 JOINT VENTURE

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

1.5 BIDDER'S SIGNATURE

The bidder's signature guarantees that prices set forth within the manufacturer's preprinted price lists and/or catalogs will govern for the period of the contract. The bidder also acknowledges that, notwithstanding any reference to price escalation clauses, fob shipping point, and shipping charges contained in the required 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.

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

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

Contractor - The contractor is the bidder awarded a contract.

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

Division - The Division of Purchase and Property.

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

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

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

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

State - State of New Jersey

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

2.2 CONTRACT SPECIFIC DEFINITIONS

Accessories - mechanisms designed to enhance, clarify or improve existing equipment. Accessories are always, by definition, used in addition to the basic equipment and are capable of use as a stand-alone item.

Components - An integral part of another device or equipment. A component cannot be used as a stand alone device; rather it is a fundamental part of a larger primary device.

Operating Supplies - Operating supplies are consumable items that are re-supplied for a basic piece of equipment to enable it to perform its function, for example, Graph paper, grease.

Scientific Equipment and Instruments - stand-alone mechanisms that provide a specific function for the product user that is necessary for the performance of tasks required to be executed in a research, diagnostic, or other type of laboratory environment.

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

3.1 CATEGORIES OF EQUIPMENT

This RFP is divided into the following categories of Equipment/ Instruments/Components, Accessories, and Operating Supplies:

Category A will include each brand of previously purchased and/or currently in-use types of equipment and/or scientific instruments and related components. A bidder that is awarded a contract under Category A will have the right to sell all items of the awarded brand, including the accessories and operating supplies, necessary for the operation of the equipment and/or instrument and related components.

Bidders, who are bidding items that are included in Category A, shall bid a discount off the most current pre-printed manufacturer's price list(s). The(se) price list(s) must include all of the items that fall within the sub-categories of this RFP for accessories and operating supplies together with the relevant equipment and/or instruments. There will be three separate price lines: one entitled Instruments/equipment /components, one entitled accessories and one entitled supplies.

The price lists submitted must include all of the presently-manufactured or available instruments/equipment/components previously purchased by the State. An awarded contractor under Category A shall be permitted to sell to the State ALL of the items relevant to the specific instruments/equipment/components listed in the brand's awarded price list(s). For all instruments that must be configured at the factory with accessories, the price off the accessories will be determined from the price list in Category A. Items to be configured at the Using Agency will be purchased only from Category A price lines for supplies and accessories.

Note: All eligible items as listed in Section 3.1.1 of this RFP supplied by a Category A bidder will be eligible for sale under the terms of this RFP.

Category B will contain a list of manufacturers' brands for scientific instruments, equipment, accessories and operating supplies that have been identified by the Using Agencies as most likely to be essential to the fulfillment of its agency-specific responsibilities in the future. The brands listed in Category B include items that were either not previously purchased by the State and/or those items not identified in Category A.

Note: As set forth above, the contract requirements for purchase from Category A are different from the requirements for purchase from Category B. Category A represents all items in the Using Agency's current inventory. Category B represents equipment not currently being used. Contractors for Category B should be aware that all brands awarded under Category B represent a brand's "eligibility" for possible purchase, after a separate evaluation by the contract user, not a guarantee of purchase.

When purchasing items from Category B, Using Agencies will be instructed to review all awarded catalogs/price lists and to either solicit quotes from ALL contractors that offer the product needed, or to compute the price themselves so as to document the determination of the lowest net-cost to the State for each item. Unless compatibility and/or specification issues are the primary concern of the contract user, price should be the determining factor for ordering any specific item. When buying items that need to be compatible with existing equipment, Using Agencies should use separate purchase orders for compatible items of different brands to ensure to provide an audit that the contract user is receiving the lowest price for these items.

Example: Contractor 1 has a seismograph costing \$10,000.00 and graph paper costing \$50.00. Contractor 2 has a seismograph costing \$11,000.00 and identical graph paper costing \$30.00. Using Agencies are required to purchase the seismograph from Contractor 1 and graph paper from Contractor 2.

The Using Agencies must maintain documentation for ALL items purchased from Category B showing that the required comparisons were performed as described above. This documentation must be filed with the purchase order, as justification for the purchase of Category B items.

All purchases from Category B will reflect the lowest net cost and compatibility among items purchased. When compatibility with previously purchased equipment is a requirement, and the compatibility only exists within the brand, the items will be purchased from Category A awarded vendors.

Any actual purchase of a product in Category B is subject to the product meeting all certification and approval criteria of the Using Agencies.

When purchasing from Category B, the contract user must also check to see if those brands in Category A also carry the general product desired. If so, those products must be included in the cost comparison.

3.1.1 TYPES OF ELIGIBLE EQUIPMENT:

- A.) Chromatographs, gas
- B.) Chromatographs, liquid
- C.) Gamma Counting Systems
- D.) Spectrophotometers including, but not limited to:
 - a.) Atomic absorption
 - b.) Infrared (including FTIR)
 - c.) UV
 - d.) Mass
 - e.) ICP
- E.) Liquid Scintillation Counting System
- F.) Spectrofluorometers
- G.) Spectrometers
- G.) Flame Photometers
- H.) GC/MS Data Systems
- I.) Capillary Electrophoresis
- J.) Centrifuges
- K.) Sequence Detection Systems, photosequencers
- L.) Robotic Liquid handling devices and extraction systems
- M.) Automated Analysers, clinical, genetic, toxic vapor, mercury vapor, etc.
- N.) TB Systems
- O.) PCR Thermocyclers
- P.) Microscopes
- Q.) Biological Safety Cabinets & Fume Hoods
- R.) X-ray Diffraction
- S.) Gas Generator
- T.) Heat Sealers
- U.) Temperature Monitoring Systems
- V.) Quantitation Equipment
- W.) Thermal Cyclers
- X.) Automated sample punch
- Y.) Detection Systems, Friskers & Kits (gas, radiation, chemical, explosive, narcotic, etc.)
- Z.) Dosimeters
- AA.) Thermometers
- BB.) Emergency Response Kits
- CC.) Explosive Ordinance Disposal Kit
- DD.) Automated Pathogen Screening System

3.1.2 ACCESSORIES, COMPONENTS AND OPERATING SUPPLIES:

- A.) DNA Quantification Kits
- B.) DNA Amplification Kits
- C.) DNA Sequencing Kits
- D.) Detection & Sequencing Software
- E.) Dosimeter Holsters
- F.) Analyzer accessories
- G.) Radiation Detection Accessories

3.1.3 LIST OF BRANDS ELIGIBLE UNDER CATEGORY A

Agilent
Airclean Systems
Applera
Bactec
Beckman Coulter
Beckman Du
Biotek
Bran & Luebbe
Bruker Daltonic
Caliper
CDS Analytical
Craic
Dionex
Dominick Hunter
Edax
Foster and Freemna
GE Ion Track
Hach-Lachat
Hewlett Packard
Horiba Jobin Yvon
Jasco
Kapak
Kodak
Labconco
Leeman
Leica
Ludlum Measurements
Microsensor Systems
Nikon
Nuair
OI Corp
Panalytical
PE Lambda
PerkinElmer
Production Packaging
Progroup Instrument Corp
Promega
Rees
S.E.E.
Saic/Exploranium
Sensir
Sensir
Sensor Technology
Shimadzu
Smiths Detection
Spectragas
Speware
Stratagene

Tecan
Tekmar
Thermo Electron
TJA
Varian
Waters
Westco

3.1.4 LIST OF BRANDS ELIGIBLE UNDER CATEGORY B

Applera
Arizona Instruments
Becton Dickinson
Biomek
Biotage
Bruker Daltonic
BSD Technologies
Dynex
Fisher
Ortec
Photosequencing Inc
Quiagen
Raytek
Roche Diagnostics
Saic/Exploranium
Tecan
Thermo Electron

3.2 STANDARDS AND CODES

All equipment and any installation thereof shall conform to all current applicable Federal, State and Local Laws and Regulations, and PEOSHA Codes and meet the electrical code standards established by National Electrical Code (NEC), Underwriters Laboratories (UL) and American Disability Act.

Where applicable, regularly manufactured stock electrical items shall be listed by Underwriters Laboratories, Inc. Other electrical equipment shall be constructed to conform to applicable portions of the National Electrical Code.

Where accessories and components are to be supplied, they must be compatible with the rest of the equipment.

The contractors shall furnish additional copies of referenced manufacturer's catalogs and published price lists upon request to all State Agencies at no additional cost.

3.3 SHOP REPAIR MANUALS

The contractors shall supply a complete shop repair manual, parts manual, service manual and operator's manual at the time of delivery for items requiring them. In addition, operational instructions are to be provided if so requested by the Using Agency.

3.4 MANUFACTURER'S CERTIFICATION

The contractor must be a direct authorized dealer for the manufacturer of the items which it proposes to furnish. The State reserves the right to request proof of a vendor's status at any time. Failure to provide the required certification will result in contract cancellation.

3.5 ORIGINAL EQUIPMENT MANUFACTURER

Bidders must submit the original equipment manufacturer's (OEM) most current published price list in effect at the time of bid opening with its bid.

If the original equipment manufacturer (OEM) does not have a published price list, one must be created by the OEM for the State of New Jersey and identified as the "Official State of New Jersey Price List." All bidders must make sure that they have the most current OEM price list at the time of bid submission. All discounts bid will be based and elevated against the OEM's price list.

During the term of any contract resulting from this bid proposal, contractors are required to provide a written quote to any Using Agency contemplating the purchase of scientific equipment, instruments and accessories. Along with the quotation, the contractor must provide a photocopy of the page(s) from the original proposal submission showing in detail the prices for all items being considered for purchase.

3.6 AGENCY TESTING

Contractor may be required to provide sample instrumentation for Using Agency review. The sample will be used for testing which should not extend beyond sixty (60) days at no expense to the State. The sampling agency will, if requested, provide test results. Upon completion of the test, the State will return the sample.

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.

4.4.1.4 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

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

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

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

4.4.1.5 EXECUTIVE ORDER 134

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

4.4.1.6 SET-ASIDE CONTRACTS - NOT APPLICABLE

4.4.1.7 EXECUTIVE ORDER 129

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

Refer to Section 5.19 and Attachment 7 for more information concerning this new requirement.

4.4.1.8 BID BOND - NOT APPLICABLE

4.4.2 SUBMITTALS

Bidders must submit the original equipment manufacturer's (OEM) most current published price list in effect at the time of bid opening with its bid.(See Section 3.5)

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.

4.4.2.1 DISCLOSURE OF PRODUCT COMPOSITION

If requested by the State, the bidder must furnish material safety data sheets (MSDS) or manufacturers' equivalent information sheets on the products and/or chemicals used in performing the services specified in this RFP during the bid evaluation process. These sheets must list complete chemical ingredients including the percentage composition of each ingredient in the mixture down to 0.1%, and the chemical abstract services numbers for those substances listing any potentially hazardous products, which may produce gas during or following application. Failure to provide MSDS sheets when requested during the bid evaluation process will result in rejection of the bid for that particular product(s).

4.4.2.2 BIDDER DATA SHEET

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

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

(PLEASE PRINT OR TYPE)

Name: _____

Address: _____

City, State: _____

Telephone Number: _____ Fax Number: _____

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

3. Identify the similar accounts this individual has serviced:

4.4.2.3 REFERENCE DATA SHEETS - SATISFACTORY CUSTOMER SERVICE

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

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

1. Name of customer provided as reference: _____

Name of individual State may contact to verify reference:

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

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

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

2. Name of customer provided as reference:

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

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

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

3. Name of customer provided as reference

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

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

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

4.4.2.4 MANDATORY CONTRACTOR DATA SHEET - TERMINATED CONTRACTS

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

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

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

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

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

4.4.2.5 FINANCIAL CAPABILITY OF THE BIDDER

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

4.4.3 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 INSTRUCTION

Category "A" - Bidders shall bid a discount off the most current pre-printed manufacturer's price list(s) on the corresponding price lines for those brands. Price lists must include all of the items that fall within the sub-categories of this RFP for accessories and operating supplies together with all relevant equipment and scientific instruments.

Category "B" - Bidders shall bid a discount off the most current pre-printed manufacturer's price list(s) on the corresponding price lines for those brands. Price lists must include all of the items that fall within the sub-categories of this RFP for accessories and operating supplies together with all relevant equipment and scientific instruments.

After each specified item in the Category B price lines is a set of blank price lines. Bidders have the option of offering an "equal-to-or better-than" brand product on those lines to compete with the product that was specified in the preceding price lines. Contract users will be instructed to compare all comparable products for pricing and compatibility.

AN EXAMPLE OF BID SUBMISSION FOR CATEGORY A ITEMS IS DEMONSTRATED BELOW:

Line #	Brand	Type	Qty	Unit	Price List Date	Price List #	% off List
ABC Equipment Instruments & Components - Commodity Code xxxxxxxxxxxx							
10	ABC		1	Each	_____	_____	_____
ABC Accessories Only - Commodity Code xxxxxxxxxxxx							
20	ABC		1	Each	_____	_____	_____
ABC Supplies Only- Commodity Code xxxxxxxxxxxx							
30	ABC		1	Each	_____	_____	_____

AN EXAMPLE OF BID SUBMISSION FOR CATEGORY B ITEMS IS DEMONSTRATED BELOW:

Line #	Brand	Type	Qty	Unit	Price List Date	Price List #	% off List
DEF Equipment Instruments & Components - Commodity Code xxxxxxxxxxxx							
40	DEF		1	Each	_____	_____	_____
DEF Accessories Only - Commodity Code xxxxxxxxxxxx							
50	DEF		1	Each	_____	_____	_____
DEF Supplies Only- Commodity Code xxxxxxxxxxxx							
60	DEF		1	Each	_____	_____	_____
DEF Equipment Instruments & Components - Commodity Code xxxxxxxxxxxx							
70	Equal		1	Each	_____	_____	_____
DEF Accessories Only - Commodity Code xxxxxxxxxxxx							
80	Equal		1	Each	_____	_____	_____
DEF Supplies Only - Commodity Code xxxxxxxxxxxx							
90	Equal		1	Each	_____	_____	_____

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 STATE CONTRACT MANAGER

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

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

5.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

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

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

5.1.2 OTHER DUTIES OF THE STATE CONTRACT MANAGER

The State Contract Manager shall have the following additional duties:

- a) If the State Contract Manager determines that the Contractor has failed to perform the work of the contract and is unable to resolve that failure to perform directly with the contractor, the State Contract Manager shall file a formal complaint with the Contract Compliance Unit in the Division of Purchase and Property and request that office to assist in the resolution the contract performance problem with the contractor.
- b) The State Contract Manager is responsible for arranging for contract extensions and preparing any reprourement of the contract with the Purchase Bureau.
- c) The State Contract Manager is responsible for obtaining permission from the Director to reduce the scope of work, amend the contract or add work or special projects to the contract after contract award.
- d) The State Contract Manager is responsible for completion of the Project Performance Assessment Form for submission to the CCAU Unit of the Division, with a copy to the Associate Director of OMB; and
- e) The State Contract Manager is responsible for submitting the Contractor final deliverables to the Associate Director of OMB.
- f) The State Contract Manager is also responsible to formally report, to the Division of Purchase and Property's Assistant Director, CCAU, using the PB-36 Formal Complaint form, all instances when deliverables, i.e. commodities and/or services, are not in accordance with the contract specifications or scope of work. Variances from contract pricing shall be reported in this same manner to ensure that State and other using agencies receive the goods and/or services at the pricing established at the time of contract award or amendment(s) to the contract.

5.1.3 COORDINATION WITH THE STATE CONTRACT MANAGER

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

5.2 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

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

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the Standard Terms and Conditions [Appendix 1](#) of the RFP.

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

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

5.3 BUSINESS REGISTRATION

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

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

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

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

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

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

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

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

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

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

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

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

5.4 CONTRACT TERM AND EXTENSION OPTION

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

5.5 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract.

5.6 AVAILABILITY OF FUNDS

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes is made. No legal liability on the part of the State for payment of any money shall arise unless funds are made available each fiscal year to the Using Agency by the Legislature.

5.7 CONTRACT AMENDMENT

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

5.8 PROCEDURAL REQUIREMENTS AND AMENDMENTS

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

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

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

5.9 ITEMS ORDERED AND DELIVERED

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

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

5.10 DISCLOSURE OF PRODUCT COMPOSITION

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

5.11 REMEDIES FOR NON-PERFORMANCE

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

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.

5.12 MANUFACTURING/PACKAGING REQUIREMENTS

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

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

5.12.3 All products are to be packaged in sizes as specified in this RFP and shall be packaged in such a manner as to insure delivery in first class condition and properly marked for identification. All shipments must be comprised of original cartons associated with the commercial industry represented by the actual product contained within each carton. Deliveries containing re-used, re-labeled, re-worked or alternate cartons are subject to rejection by the Using Agency at the contractor's expense.

5.14 CLAIMS

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

5.17 CONTRACT ACTIVITY REPORT

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

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

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

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

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

5.18 REQUIREMENTS OF EXECUTIVE ORDER 134

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

5.18.1 DEFINITIONS

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

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

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

5.18.2 BREACH OF TERMS OF EXECUTIVE ORDER 134

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

indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of EO 134.

5.18.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by Executive Order 134 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

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

5.18.4 STATE TREASURER REVIEW

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

5.19 REQUIREMENTS OF EXECUTIVE ORDER 129

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

a) The bidder or its subcontractor provide a unique service, and no comparable, domestically-provided service can adequately duplicate the unique features of the service provided by the bidder or and/or its subcontractor; or

b) A significant and substantial economic cost factor exists such that a failure to use the bidder's and/or the subcontractor'[s] services would result in economic hardship to the State; or

c) The Treasurer determines that a failure to use the bidder's and/or its subcontractor's services would be inconsistent with the public interest.

5.19.1 SOURCE DISCLOSURE REQUIREMENTS

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

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

Accordingly, the bidder should submit with its bid proposal the Source Disclosure Certification form (Attachment 7), filled out with the sourcing information required for itself and any proposed subcontractor, identified in the Intent to Subcontract Form. If the information is not submitted with the bid proposal, it shall be submitted within five (5) business days of the State's request for the information.

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

5.19.2 BREACH OF CONTRACT OF EXECUTIVE ORDER 129

A SHIFT TO OUTSOURCED SERVICES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF THE CONTRACT

If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of the services outside of the United States, the contractor shall be deemed in breach of the contract, which contract shall be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and conditions, unless the Director shall have first determined in writing that extraordinary circumstances require a shift of services or that a failure to shift the services would result in economic hardship to the State.

6.0 PROPOSAL EVALUATION/CONTRACT AWARD

6.1 CONTRACT EVALUATION

The Purchase Bureau will compare the percentage of discount offered in this bid proposal against the percentage of discount offered by the identical brand under the current in-place New Jersey State Contract. The discount against list price will also be compared with the brand's Federal GSA contract's discount, the discount offered on other States' contracts, an average of all discounts offered by all brands bid on this contract, or any combination thereof. Brands that have discounts that are considered unacceptably low, may be deemed as NOT IN THE BEST INTEREST OF THE STATE OF NJ, and as such, may not be awarded a contract. Because of the revenue potential of this contract, the State expects appropriately large discounts off list price. **THE COSTS OF ALL GOODS AND SERVICES PROVIDED UNDER AWARD OF THIS CONTRACT SHALL BE NO HIGHER THAN THOSE COSTS PAID BY ANY OTHER STATE OR GOVERNMENT ENTITY FOR THE IDENTICAL GOODS AND SERVICES THROUGHOUT THE STATE OF NEW JERSEY AND THE NATION, FOR ORDERS OF SIMILAR SIZE.**

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

6.1.1 Price

6.1.2 Experience of the bidder

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

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

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

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

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

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

6.3 CONTRACT AWARD

Contract awards shall be made with reasonable promptness by written notice to those responsible bidders, whose bid proposal, 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

7.1 ATTACHMENTS - To be submitted with bid proposal.

1. [Ownership Disclosure Form](#)
2. [MacBride Principles Form](#)
3. [Affirmative Action Supplement Forms](#)
4. [Cooperative Purchasing Form](#)
5. [Reciprocity Form](#) (*Optional*)
7. [Executive Order 129 Certification](#) - Source Disclosure Certification Form

7.2 APPENDICES

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

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-36484

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 (Type or Print)

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-36484 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 - COOPERATIVE PURCHASING FORM

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

IMPORTANT NOTICE

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

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

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

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

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

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

VOLUNTEER FIRST AID SQUADS AND RESCUE

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

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

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

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

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

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

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

YES _____ NO _____

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

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

ATTACHMENT 5 - RECIPROCITY FORM

RECIPROCITY FORM
(Optional Submission)

IMPORTANT NOTICE TO ALL BIDDERS

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

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

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

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

ATTACHMENT 7 – EXECUTIVE ORDER 129 CERTIFICATION

SOURCE DISCLOSURE CERTIFICATION FORM

Bidder: _____ Solicitation Number: _____

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Bidder.

The Bidder submits this Certification as part of a bid proposal in response to the referenced solicitation issued by the Division of Purchase and Property, Department of the Treasury, State of New Jersey (the "Division"), in accordance with the requirements of Executive Order 129, issued by Governor James E. McGreevey on September 9, 2004 (hereinafter "E.O. No. 129").

The following is a list of every location where services will be performed by the bidder and all subcontractors.

<u>Bidder or Subcontractor</u>	<u>Description of Services</u>	<u>Performance Location[s] by Country</u>
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Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Vendor to the Director, Division of Purchase and Property (the "Director").

I understand that, after award of a contract to the Bidder, it is determined that the Bidder has shifted services declared above to be provided within the United States to sources outside the United States, prior to a written determination by the Director that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the State of New Jersey, the Bidder shall be deemed in breach of contract, which contract will be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions.

I further understand that this Certification is submitted on behalf of the Bidder in order to induce the Division to accept a bid proposal, with knowledge that the Division is relying upon the truth of the statements contained herein.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Bidder: _____
[Name of Organization or Entity]

By: _____

Title: _____

Print Name: _____

Date: _____

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

BUSINESS REGISTRATION –Effective September 1, 2004, pursuant to an amendment to N.J.S.A. 52:32-44, State and local entities (including the Division of Purchase and Property) are prohibited from entering into a contract with an entity unless the contractor has provided a copy of its business registration certificate (or interim registration) as part of its bid submission. Failure to submit a copy of the Business Registration Certificate within the bid proposal may be cause for rejection of the bid proposal.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State. This requirement shall apply to all contracts awarded on and after September 1, 2004. 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/busregcert.htm>

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

STATE OF NEW JERSEY
Purchase Bureau – Bid Ref. #

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

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

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

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

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

3. TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU

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

3.3 BID AND PERFORMANCE SECURITY

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

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

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

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

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

3.5 TERMINATION OF CONTRACT

- a. For Convenience

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

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

the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.

- c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.
- d. In the event of termination under this section, the contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated in the Request For Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.
- d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
- f. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

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

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

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

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

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

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

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

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

3.18 STATE'S RIGHT TO REQUEST FURTHER INFORMATION - The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the,

bidder's financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain, in detail, how the bid price was determined.

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

4. TERMS RELATING TO PRICE QUOTATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services received a properly signed and executed State Payment Voucher form and, when required, a properly executed performance security, whichever is latest.
- b. The date on the check issued by the State in payment of that Voucher shall be deemed the date of the State's response to that Voucher.

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

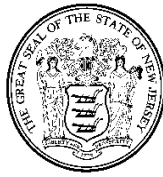
- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e., in the Department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

7. 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.



State of New Jersey
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
P. O. BOX 230
TRENTON, NEW JERSEY 08625-0230

RICHARD J. CODEY
Acting Governor

JOHN E. MCCORMAC, CPA
State Treasurer

Addendum #5
T-0115

RFP # 05-X-36484
Revised (Scientific Equipment/Instruments/Components, Accessories & Operating Supplies)

TO: All Vendors and Prospective Bidders

DATE: April 14, 2005

FROM: Beverly Speck
Robert J. Burton, Sr.

SUBJECT: Responses to Electronic Question & Answer
Revised Bid Opening Date
Additional Bidder Information /Instructions

Important Note: Additional items and brands are being added to the RFP that were not in the original solicitation. These items are included in the revised pricing lines. All bidders, who were not in attendance at the mandatory pre-bid conference and desire to bid, must purchase a copy of the conference tapes. The tapes can be purchased by contacting either Robert Burton or Beverly Speck by e-mail.

Please be advised the bid opening date has been changed. The new bid opening date is scheduled for April 28, 2005.

Revisions and/or changes to the RFP 05-X-36484 are as follows:

Section 3.1 paragraph 4, sentence 3 should be revised to read "Category A shall be permitted to sell the State **only** the items **related** to the specific instruments/equipment/components listed in the brand's awarded price list(s)."

Paragraph 5, "Note: All eligible items..." is being deleted.

RFP Section 3.6 Agency Testing is revised to read, "**Testing will be at the discretion of the vendor.**"

RFP Section 4.4.2.5 Financial Capability of the Bidder is changed to "The bidder **may be required** to provide proof of its financial capacity..."

Section 4.4.2.6 has been added as follows:

4.4.2.6 Declaration of Litigation

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

RFP Section 4.4.4 is revised to include the following requirement. **"Installation and familiarization should be included in the pricing."**

RFP Section 5.17 - The requirements for submitting the "Contract Activity Report" has been changed from a yearly basis to a **quarterly** basis.

Attached is a list of conference attendees for the mandatory pre-bid conference that was held on March 11, 2005.

Also, listed on the website are the Responses to the Electronic Question and Answer for the RFP.

Please note: Due to the fact that additional lines have been added and existing lines have been revised, bidders are instructed to download the revised lines from the website. Only the revised lines, dated April 12, 2005 are to be submitted with the RFP.

Bidders are required to return this addendum with the bid proposal.

05-X-36484

Pre-Bid Conference Attendee List

Revised Scientific Equipment/Instruments/Components, Accessories & Operating Supplies

1.	Advanced Measurement Technology/Ortec
2.	Agilent Technologies
3.	Applera Corp
4.	Atlantic Nuclear Corp
5.	Beckman Coulter Inc
6.	Biomerieux Inc
7.	Biotage Inc
8.	BSD Robotics
9.	Canberra Industries
10.	Cardinal Health
11.	Carl Zeiss Micro Imaging Inc
12.	CDS Analytical
13.	Dionex Corporation
14.	Dynex Technologies Inc
15.	Edax
16.	Fisher Scientific Company
17.	Flinn Scientific
18.	Foster & Freeman
19.	General Electric (Ion Track)
20.	Global Protection, LLC
21.	Government Scientific Source
22.	Horiba Jobin Yvon, Inc
23.	Jas America
24.	Lachat Instruments/Hach Co
25.	Leica Microsystems, Inc
26.	Longo Inc
27.	Metrohm-Peak
28.	O I Corporation
29.	Perkinelmer Las
30.	Saic
31.	Science Kit & Boreal Labs
32.	Shimadzu Scientific
33.	Smiths Detection
34.	Tecan U.S.
35.	Teledyne Tekmar
36.	The Bode Technology Group Inc
37.	Thermo Electron Somerset NJ
38.	Thermo Electron Madison, Wi
39.	Thomas Scientific
40.	US Micro Optical Solutions
41.	Varian Inc
42.	VWR International Inc
43.	Waters Corp
44.	Westco Scientific Instruments

Question and Answer or Comment 36484

Question	Section
1.	<p>General - In order to have a clean presentation we'd like to have a format of the document that allows our company to furnish its response directly on NJ's document electronically. The PDF format that the State has provided does not allow such capability. Would it be possible to obtain a copy of the solicitation in MS Word or similar format?</p> <p>Answer: Electronic bidding not permitted by statute in the State of NJ and therefore is not available for this RFP. All bidders must submit the required copies as stated in Sections 4.2 and 4.3 of the RFP. (A pilot program is now in effect at the Purchase Bureau to establish the viability of electronic bidding to bring about a change in the statute.)</p>
2.	<p>General - I see many of the products we carry, but we have a large selection within each product group. Is there a way to bid in product group instead of listing each product? I also have numerous State Agencies I already cover within NJ and was wondering if this bid is covering something different? The product areas requested also jump across many representatives and would be difficult to represent as "one". Could you please provide any assistance with this bid process as this is new to myself and it seems very time consuming and difficult to proceed. Maybe examples?</p> <p>Answer: This contract is specifically written to allow the State of NJ to purchase specific scientific instruments as noted in Section 3.1.1 of this RFP. These instruments were designated after consultation with the Using Agencies and evaluation of survey responses from the Using Agencies, indicating the most purchased items from the previous contract.</p>
3.	<p>General - We provide several types of service plans for our instruments. Will service be included in this RFP or will there be a separate proposal? If service is included are the Terms and Conditions the same as those for instruments? If service is not included when will that RFP be out?</p> <p>Answer: Service plans are not included in this RFP. They may be bid separately at a later date.</p>
4.	<p>General - If we take exception to some of the Terms and Conditions in the RFP, will our bid still be considered?</p> <p>Answer: Section I. Of the Standard Terms and Conditions states, "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." However, if any changes or modifications made by the bidder are material deviations that violate the "equal footing" precept that is the basis of all competitive bidding, the bid will be disqualified as being non-responsive. The determination of whether the changes, modifications or exceptions violate the "equal footing" precept</p>

	is solely at the discretion of the State.
5.	<p>General - Regarding 3.1 Categories of Equipment on page 11 and subsequent pricing sheets: On the price sheets, I find Name Brand specific models listed under Category A. Name Brand can potentially offer various discounts based on specific product lines. These product lines contain the instrument model and potential accessories to configure a microscope to the specifications of an end-user. The pricing sheets list specific models of Name Brand Microscopes. This may limit the microscopes that would be covered under the contract and I notice that one of the models is listed under two different and other models fall into what we consider the same product line. I am not sure how to bid these items without limiting the product numbers and potentially not offering the best possible range of products and accessories.</p> <p>Answer: Because of the multiple vendor contract statute, the models of microscopes are limited under the terms of this contract.</p>
6.	<p>RFP Standard T & C Section 4.1 Is there a clause that I have not seen in the contract that allows for price increases or is this contract a firm price contract for the two year period? My experience with other contracts have allowed the discounts to be firm but based on price increases as they are effected, as with the GSA schedules.</p> <p>Answer: A firm price is expected for an initial two year period, with the possibility of two one year extensions.</p>
7.	<p>General - Relative to the state agencies and Attachment 4 - Cooperative Purchasing Form: Is a listing of both agencies and other local and county agencies that will have access to this contract? This insures that pricing is properly extended to agencies.</p> <p>Answer: A list of local and state agencies can be found on the following website http://www.nj.gov/Government.shtml</p>
8.	<p>RFP Section 5.12 - Manufacturing/Packaging Requirements: I make the assumption that since our product is strictly "commercial" that our standard commercial packing will be acceptable. Products can be configured as required by the end user but no special packaging specifications can be made.</p> <p>Answer: The packaging requirements must comply with Section 5.12 of the RFP.</p>
9.	<p>General - it does not appear the equipment supplies, etc., in the RFP will be used by schools. Is this correct?</p> <p>Answer: Section 1.1 of the RFP states, "The State intends to extend the contracts awarded to the Purchase Bureau's cooperative purchasing partners. These partners include quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges."</p>
10.	General - Regarding type B instrumentation listed in RFP 2005-

	<p>36484. Each robotic system XXX provides is composed of a great many parts and accessories specific to the scientific application the customer is requesting us to automate. While these parts and accessories are somewhat standard, how they are incorporated into a robotic system is different almost every time. We quote only the specific parts and accessories each customer needs to perform a given application and no two quotes are identical unless of course a customer asked for two identical systems. I am not sure how we will provide the correct pricing information since we have hundreds of parts that make up our system design database. Would we provide you with a list of a few hundred parts with list and discounted prices? We do not sell incubator X that costs Y. We provide a robotic workstation to perform X application that consists of these maybe 40 specific parts that costs Y. We of course could provide a general global discount off list price for every component and part thus making up a system with the identical discount. I am asking your assistance in how to structure our parts/accessories/ options on a bid, when no two systems will be the same. Therefore, two customers at the NJ crime labs one doing Nucleic Acid Purification and one doing PCR set up would have two similar systems made up of different parts.</p> <p>Answer: Needed for PCR and Elisa</p>
11.	<p>RFP Section 3.1 - What is meant by, "all relevant equipment and scientific instruments ?"</p> <p>Answer: The statement should be revised to read, "all related components." Components are defined in Section 2.2 as "An integral part of another device or equipment. A component cannot be used as a stand alone device; rather it is a fundamental part of a larger primary device."</p>
12.	<p>RFP Section 3.1 - Does this mean therefore the entire product line meaning all capitol equipment/instruments that fall under this same product line are made part of this agreement and eligible for sale under Category "A"?</p> <p>Answer: No.</p>
13.	<p>RFP Section 3.1 - If the entire product line falls under category "A" as relevant equipment and Scientific Instruments" does that not make the entire product line a mandatory purchase?</p> <p>Answer: Category "A" lists specific items. "Product lines" is a general term that would not be eligible for sale under category "A" as stated in Section 3.1 of the RFP. All components, accessories and consumable supplies offered under Category "A" must be relevant to the instrument purchased.</p>
14.	<p>RFP Section 3.1 - Category B Page 11 Section 3 Item 3.1 Categories of Equipment, Category B (Second & Third Sentences in Paragraph 2). May Beckman Coulter offer our HPLC product line even if it is not specifically called out in Category A?</p> <p>Answer: No.</p>
15.	<p>General - May a bidder offer any product line that it was not specifically named for in Category A</p>

	Answer: No.
16.	<p>General - May a bidder offer a product of which there are vendors who were named for similar or equivalent products in Category "A"?</p> <p>Answer: No.</p>
17.	<p>Standard T & C Section 4.1 - Why is a Price List/List Price update not allowed during the term of the agreement?</p> <p>Answer: There is no price increase permitted during the two year term of the contract. At this time there is no intention of extending this contract, however a one-time-only price list update before the first extension may be permitted after review by the Purchase Bureau.</p>
18.	<p>General - Chet Salamandra, in RFP 05-X- 37345 allows for Price list update with each contract extension. Why are price list updates not allowed with contract extensions with this RFP?</p> <p>Answer: See above #17.</p>
19.	<p>General - Would the state allow price list updates if Vendors were to offer to increase the discount percentage with each price list update?</p> <p>Answer: No.</p>
20.	<p>General - Will new product be allowed to be added to the contract while it is in term?</p> <p>Answer: No.</p>
21.	<p>General - How will Product addition during the term of the agreement be handled?</p> <p>Answer: Only enhancements to the awarded products may be added during the term of the agreement. This will be done on a twice yearly basis in six month intervals after the start of the contract. Purchase Bureau decisions are final in this regard.</p>
22.	<p>RFP Standard T & C 4.5 - Payment to Vendors, Paragraph 2, Sentence 3. What kind of fee and how large is the fee, are we talking about here?</p> <p>Answer: Fee is charged by the bank and it varies.</p>
23.	<p>General - What is the limit of the expenditures that can be made with a P-card?</p> <p>Answer: \$50,000 per transaction for contract purchases and \$25,000 per transaction for non-contract purchases.</p>
24.	<p>RFP Appendix 2, Page 45, Item 1. - I EC GP8 Centrifuge, CATEGORY "A" Why are centrifuges being called out on this RFP when the RFP for Lab Supplies and Glassware calls out centrifuges as well?</p> <p>Answer: The specific centrifuges listed were requested by the Using Agencies</p>

	for this RFP.
25.	<p>RFP Appendix 2 - , Page 49, Item 27 The Beckman DU 500 Series Spectrophotometer is listed as a Category A, So why not the Beckman DU 800 Series Spectrophotometer?</p> <p>Answer: Category A items consist of each brand and model of previously purchased and/or currently in-use types of equipment and/or instruments and related components.</p>
26.	<p>RFP Appendix 2 - Page 50, Items 32 and 33 There are two different Capillary Electrophoresis systems listed, If there are multiple awards why not add Beckman also?</p> <p>Answer: Category A items consist of each brand and model of previously purchased and/or currently in-use types of equipment and/or instruments and related components. (See #25)</p>
27.	<p>RFP Appendix 2 - Page 53, Items 51 and 52 Elisa Reader These items are very broad and general in their description so what exactly are the specifications for these items?</p> <p>Answer: Elisa Reader based on UV - visible spectrophotometric measurements.</p>
28.	<p>RFP Appendix 2 Page 55, Item 53, Extraction Autosampler DNA-Beckman Coulter How does this item differ from the Item 111 on Page 63, Extraction System DNA - Biomek? (Biomek is a Beckman Coulter Product line)</p> <p>Answer: Line 63 Beckman Coulter is in category "A" (previously purchased or currently in-use item) while Biomek is a category "B" item (not currently being used, but most likely to be essential to the fulfillment of its agency-specific responsibilities in the future).</p>
29.	<p>RFP Appendix 2 - Page 55, items 62 Genetic Analyzer This item is very broad and general in its description, what are the specifications of this requirement?</p> <p>Answer: 310, 3100, 377, 3130</p>
30.	<p>RFP Appendix 2 - Page 63, Item 108 What is the intended use of the Biorobot? Qiagen is the manufacture name called out, but we consider the Biomek to be a biorobot, and it is called out in at least one other category, DNA Extraction. As such, can we bid the Biomek against Item 108?</p> <p>Answer: The Public Health & Environmental Lab (PHEL) participates in a statewide West Nile virus (WNV) surveillance effort aimed at controlling mosquito populations with the hope of preventing human morbidity and mortality caused by the virus. The Quiagen Biorobot would be used to purify nucleic acid from samples (mosquito pools, avian, mammalian tissue) submitted to the PHEL for WNV analysis. The Dept. also hopes to utilize the Biorobot in other areas of clinical diagnosis as new assays are developed for other pathogens. The Public Health agency has requested the specific item listed on the pricing line.</p>
31.	<p>RFP Appendix 2 - Page 55 Item 63. Is this a Biomek? What is the difference between this and Item 111?</p>

	Answer: None.
32.	RFP Appendix 2 - Page 63 Item 111. Does this cover a specific model of Biomek, or can we bid all models of Biomek 2000, 3000, FX,, and NX? Answer: No.
33.	General - And why is this referred to as just Biomek and not Beckman Coulter's Biomek? Answer: Revised to read Beckman Coulter.
34.	RFP Appendix 2 - Page 72 Item 162 Can capitol equipment / instruments not previously mentioned in the Appendix 2, Category A or B be called out under Item 162 as general as it is? Answer: Line 162 Category "B" (supplies and accessories only). Supplies and accessories are defined in Section 2.2 of the RFP. To clarify, supplies are always consumable. Operating Supplies - Operating Supplies are consumable items that are re-supplied for a basic piece of equipment to enable it to perform its function. Accessories - Accessories are mechanisms designed to enhance, clarify or improve existing equipment. Accessories are always, by definition, used in addition to the basic equipment and are capable of use as a stand-alone item. Components - An integral part of another device or equipment. A component cannot be used as a stand alone device; rather it is a fundamental part of a larger primary device.
35.	RFP Section 3.1 - Who determines what products are assigned to categories A & B? Answer: The State. Category "A" consists of brand and models of previously purchased and/or currently in -use types of equipment and/or scientific instruments and related components. Category "B" contains a list of manufacturers' brands for scientific instruments, equipment, accessories and operating supplies that have been identified by the Using Agencies as most likely to be essential to the fulfillment of its agency-specific responsibilities in the future.
36.	RFP Section 3.1 - How is the product determined to be a Category A or B? Answer: Same as # 35
37.	RFP Section 3.1 - Who makes the decision the State or the Bidder? Answer: The State.
38.	RFP Section 3.1.1 - Is this list a reference guide for equipment to be bid? Does the bidder provide the products? Is this reference a template or is this a final list? Answer: This is a list of the types of items being requested in the RFP. The specific items are identified on the pricing lines.

39.	<p>RFP Section 3.1.2 - Are we to fill in products that belong in this category?</p> <p>Answer: No. The items are identified on the pricing lines.</p>
40.	<p>General - We are bidding based on a discount off of current list price. Discounts will be held firm for duration of contract. However can list prices be adjusted based on manufacturers cost increases?</p> <p>Answer: Pricing must be offered in accordance with Section 4.4.4 "Price Sheetting Instruction" of the RFP. There is no price increase permitted during the two year term of the contract. At this time there is no intention of extending this contract, however a one-time-only pricelist update before the first extension may be permitted after review by the Purchase Bureau.</p>
41.	<p>General - Can we submit a cost plus addendum to cover negative cost or loss of profit to bidder?</p> <p>Answer: Section 4.1 of The Standard Terms and Conditions Price Fluctuation During Contract states, "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."</p>
42.	<p>RFP Section 6.1 - In order for us to comply with 6.1 would need a list of the annual total lab spend, by account, by lab, by item for 2004. Can the state provide this list?</p> <p>Answer: The State is not able to provide this information.</p>
43.	<p>RFP Section 6.1 - Will the state look at additional incentive discounts, i.e. early pay discounts, as additional product discounts. Example Item "A" is quoted as list less 30%, an incentive term is worked out as 2% additional discount for net 10 day terms. Would item "A" be listed as 32%?</p> <p>Answer: Section 5 of the Standard Terms and Conditions state, "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."</p>
44.	<p>General - Can the State utilize the list price book just submitted for Bid Proposal #05-X37345(T-0089) on 1/25/05.</p> <p>Answer: No. Section 3.5 of the RFP states, "Bidders must submit the original equipment manufacturer's (OEM) most current published price list in effect at the time of bid opening with its bid. If the original equipment manufacturer (OEM) does not have a published price list, one must be created by the OEM for the State of New Jersey and identified as the 'Official State of New Jersey Price List.' All bidders must make sure that they have the most current OEM price list at the time of bid submission. All discounts bid will be based and elevated against the OEM's price list. During the term of any contract resulting from this bid proposal, contractors are required to provide a written quote to any Using Agency contemplating the purchase of scientific equipment, instruments and accessories. Along with the quotation, the contractor must provide a photocopy of the page(s) from the original proposal submission showing in detail the prices for all items being considered for purchase.</p>

45.	<p>RFP Section 3.1 - Is there a mechanism for submitting comparable equipment that is available but does not fall under category A or B?</p> <p>Answer: Section 4.4.4 Price Sheetting Instruction. After each specified item in the Category B price lines is a set of blank price lines. Bidders have the option of offering an "equal -to -or -better-than" brand product on those lines to compete with the product that was specified in the preceding price lines.</p>
46.	<p>RFP Section 3.6 - Can we set a maximum on the number of pieces and the time that they are available for testing? Since this contract is available to a large number of agencies it could be a large number of units.</p> <p>Answer: A maximum can be at the discretion of the vendor.</p>
47.	<p>RFP Section 6.1 - The RFP mentions GSA contract. Are the State and its agencies able to use the GSA contract? If so, does it issue the order under GSA using those terms and conditions or does it add its own clauses?</p> <p>Answer: No.</p>
48.	<p>General - Price Fluctuation During Contract. The RFP states that the prices shall be firm during the term of the contract. We will be able to adjust our price for the option years?</p> <p>Answer: Same as #40.</p>
49.	<p>General - Payment to Vendors Is the transaction fee mentioned a fee charged by the State in addition to bank charges?</p> <p>Answer: Same as 22 & 23.</p>
50.	<p>General - Additional Equipment or Distributors. If awarded a contract will there be a mechanism to add additional equipment or distributors?</p> <p>Answer: No.</p>
51.	<p>RFP Section 2.2 - Contract Specific Definitions included definitions for Accessories, Operating Supplies, and Scientific Equipment and Instruments, but does not include a definition for "Components", which appears on page 11 section 3.1, as an RFP category. Please provide a definition for the term "Components".</p> <p>Answer: Section 2.2 has been revised. Components are "An integral part of another device or equipment. A component cannot be used as a stand alone device; rather it is a fundamental part of a larger primary device."</p>
52.	<p>RFP Section 2.2 - In addition, are consumables (for example, chromatographic columns) considered "operating supplies" as per this definition?</p> <p>Answer: Yes. Operating Supplies as defined in section 2.2 of the RFP are consumable items that are re-supplied for a basic piece of equipment to enable it to perform its function.</p>
53.	<p>RFP Section 3.1 - Categories of Equipment. We would like validation that we are reading and interpreting this section</p>

	<p>correctly. As we understand it, Category A is for products currently in-use by the State. Bidder is to provide fixed pricing based on the latest corporate price list and a discount. The accessories and operating supplies are offered at the bidder's "then-current" corporate price list (at the time of quote/order) less the discount that is provided for equipment and instruments. Essentially, we will not be providing firm fixed pricing for operating supplies and accessories.</p> <p>Answer: Section 3.1 has been revised. It states, "Bidders, who are bidding items that are included in Category A, shall bid a discount off the most current pre-printed manufacturer's price list(s). These price lists must include all of the items that fall within the sub-categories of this RFP for accessories and operating supplies together with the relevant equipment and/or instruments." The price lists submitted must include all of the presently-manufactured or available instruments/equipment/components previously purchased by the State.</p>
54.	<p>RFP Section 3.1.2 - Accessories, components and operating supplies. Are these lists comprehensive? What about consumable items? GC or LC Columns?</p> <p>Answer: The specific items that are being requested are listed on the pricing lines.</p> <p>Category A price lists must include all of the items that fall within the sub-categories of this RFP for accessories and operating supplies together with the relevant equipment and or/instruments. The price lists submitted must include all of the presently-manufactured or available instruments/equipments/components previously purchased by the State.</p> <p>Category B will contain a list of manufacturers' brands for scientific instruments, equipment, accessories and operating supplies that have not previously been purchased, but have been identified as essential and are not listed in category A. Also, in category B, after each specified item there is a set of blank price lines. Bidders have the option of offering an "equal-to-or-better-than" brand product on those lines to compete with the product that was specified in the preceding price lines.</p>
55.	<p>General - Cooperative Purchasing Form. Please provide a definition and examples of a "Quasi-State Agency."</p> <p>Answer: (Standard Terms and Conditions Section 3.7) 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.</p>
56.	<p>General - Our products are all custom configurations. There is no "Standard" configuration used by any agency. How do you recommend we complete the price sheet? In addition, regarding filling out the price sheet forms, these forms cannot be converted into a document that can be edited. We are requesting the Price Sheets in an electronically editable format (e.g. word or excel).</p> <p>Answer: Same as #1.</p>

57.	<p>General - Will the State accept an offer based on GSA pricing, discount and terms as an alternative to the fixed price request in the RFP?</p> <p>Answer: No.</p>
58.	<p>RFP Section 5.4 Contract Terms and Extension Option. The RFP states that the contract has a 2 year term. Is pricing to be held fixed for the two year period or will there be a price adjustment allowed at the mid-point of the contract?</p> <p>Answer: Same as #40.</p>
59.	<p>General - The microscopes are listed as Leica and Nikon. Can we quote equivalent or must they be this brand?</p> <p>Answer: Equivalent brands may be offered for only category B items.</p>
60.	<p>General - Is it possible to add line items to the bid for our instrument categories that are missing in the bid pricing pages? Category A includes each brand and model of previously purchased and/or currently in-use types of equipment but does not list all the types of equipment that Perkinelmer offers.</p> <p>Answer: No. This contract is specifically written to allow the State of NJ to purchase specific scientific instruments as noted in Section 3.1.1 of this RFP. These instruments were designated after consultation with the Using Agencies and evaluation of survey responses from the Using Agencies, indicating the most purchased items from the previous contract.</p>
61.	<p>RFP Section 3.6 - Agency Testing. Does the State expect contractors to ship and loan laboratory instruments for 60 days at no expense?</p> <p>Answer: Revised to read "Agency Testing will be at the discretion of the vendor."</p>
62.	<p>General - Submittals. If Perkinelmer's price list is uploaded to the Internet, will it be visible to anyone? "The State may upload the CD to the Internet in order to facilitate user ordering from the contract."</p> <p>Answer: Yes. Section 1.4.6 Contents of Bid Proposal states, "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."</p>
63.	<p>RFP Section 4.4.4 Price Sheetting Instruction. Do you want flat pricing for installation and/or training? Most of our analytical instruments do not have install/training embedded in the price; they are typically separate line items which are quoted depending on customer need.</p> <p>Answer: Installation and familiarization should be included in the pricing.</p>
64.	<p>RFP Section 4.1 Price Fluctuation During Contract. Our current NJ Contract is for discounts off the current U.S. list price. Are we expected to hold prices firm for the entire length of the contract with extensions?</p>

	<p>Answer: Pricing must be offered in accordance with Section 4.4.4 "Price Sheetting Instruction" of the RFP. There is no price increase permitted during the two year term of the contract. At this time there is no intention of extending this contract, however a one-time-only pricelist update before the first extension may be permitted after review by the Purchase Bureau.</p>
65.	<p>General - The current contract allows for FOB Destination and freight as prepay and add to invoice. The current bid states that regardless of the method of quoting shipments, the contractor shall assume all costs for delivery. Can you confirm that this means free freight?</p> <p>Answer: Section 4.2 of Standard Terms and Conditions states, "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.</p>
66.	<p>RFP Standard T & C 4.6 - NJ Prompt Payment Act. Our current contract payment terms are net 30 days. Must we bid Net 60 days in order to be considered></p> <p>Answer: New Jersey Prompt Payment Act 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. It also states, "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.</p>
67.	<p>General - What can be done to address model number/name changes that occur over the contract time period and can new items be added to the contract?</p> <p>Answer: See Answer #21. Only enhancements to the awarded products may be added during the term of the agreement. This will be done on a twice yearly basis in six month intervals after the start of the contract. Purchase Bureau decisions are final in this regard.</p>
68.	<p>General - Can items be removed from the contract?</p> <p>Answer: Items can only be removed from the contract only if they have been discontinued.</p>
69.	<p>General - The list has several items that I carry on it. However, is it a must that they are the same manufacturer. For example, I sell electronic alarming dosimeters including the SAIC PD-3 and PD-10 models. They are on the previous contract list as shown on your website under price lines. However, I also have MGP and RADOS Dosimeters. In addition, I sell some of the newest brands of spectrometers and survey equipment. Those brands are not listed on the price lines sheet. Will other brands of comparable instruments be allowed?</p>

	<p>Answer: See Answer #35. Category "A" consists of brand and models of previously purchased and/or currently in -use types of equipment and/or scientific instruments and related components. Only the items and brands requested are permitted for category A items.</p> <p>Category "B" contains a list of manufacturers' brands for scientific instruments, equipment, accessories and operating supplies that have been identified by the Using Agencies as most likely to be essential to the fulfillment of its agency-specific responsibilities in the future.</p> <p>See Answer #45. Section 4.4.4 Price Sheetting Instruction. After each specified item in the Category B price lines is a set of blank price lines. Bidders have the option of offering an "equal -to -or -better-than" brand product on those lines to compete with the product that was specified in the preceding price lines.</p>
70.	<p>General - How will Leica be able to add new models to Category A in the future, after the contract is awarded?</p> <p>Answer: Same as #21. Only enhancements to the awarded products may be added during the term of the agreement. This will be done on a twice yearly basis in six month intervals after the start of the contract. Purchase Bureau decisions are final in this regard.</p>
71.	<p>General - The list of vendors under category B does not appear to include Leica. How will Leica, in view of my question relating to category A, be able to offer new products or even an expanded product catalog to those items covered under category A? This puts both Leica and the end user at a disadvantage. We have no way to add products to the contract and if an end user wants an instrument not covered under the contract, a new bid situation suddenly exists. How is this cost effective?</p> <p>Answer: Same as #21.</p>
72.	<p>General - Price protection is not specifically mentioned in this clause. Is the expectation that we would hold prices on capital equipment for a two year period and possibly for the two one-year extension periods?</p> <p>Answer: Same as 64. Pricing must be offered in accordance with Section 4.4.4 "Price Sheetting Instruction" of the RFP. There is no price increase permitted during the two year term of the contract. At this time there is no intention of extending this contract, however a one-time-only pricelist update before the first extension may be permitted after review by the Purchase Bureau.</p>
73.	<p>RFP Standard T & C 4.1 Price Fluctuation During Contract does not add clarity to what the price protection expectation is. All contracts that Leica currently participates in accept price changes during the term of the contract. Even our Federal Supply schedule allows us to increase prices, with a 10% annual cap. What is the process for submitting price changes?</p> <p>Answer: Same as 64.</p>
74.	<p>RFP Section 6.1 Contract Evaluation - I have concern over the wording in this clause relating to both the evaluation of all bid</p>

	<p>proposals and expectation of "appropriately large discounts off list price." Is this a multi-award schedule or an exclusive contract? The only microscopes requested under this contract are several Leica and one Nikon. Potential bid discounts could be dependent on whether Leica has an exclusive contract.</p> <p>Answer: Category A items will be awarded to the bidder offering the lowest price for the item requested and is exclusive for the brand and model listed. All category B items will be awarded to all bidders meeting the requirements of this RFP. Agencies will be required to determine from the awarded price lists, the lowest net cost to the State for any purchases from category B.</p>
75.	<p>General - Dionex sells additional instrumentation (Solvent Extraction Equipment) that we would like to see included on this bid. Our Accelerated Solvent Extractor(ASE) will take only 15 minutes to extract samples, compared to competitive techniques that take at least 2-8 hours to accomplish the same extraction. This instrument has wide reaching applications and is approved under U.S.EPA method #3545A. The ultimate question is if Dionex can get this instrument on this bid.</p> <p>Answer: Same as 2. This contract is specifically written to allow the State of NJ to purchase specific scientific instruments as noted in Section 3.1.1 of this RFP. These instruments were designated after consultation with the Using Agencies and evaluation of survey responses from the Using Agencies, indicating the most purchased items from the previous contract. Only enhancements to the awarded products may be added during the term of the agreement. This will be done on a twice yearly basis in six month intervals after the start of the contract. Purchase Bureau decisions are final in this regard.</p>
76.	<p>RFP Section 3.1 Categories of Equipment - We have sold instrumentation to State Agencies that do not appear on the Category A Price Lines form. We will include these types of instrumentation as part of our price list submission. Will the state have any objection to this?</p> <p>Answer: Yes. Only previously purchased and/or currently in -use types of equipment and/or scientific instruments and related components that have been identified in the pricing lines can be bid in Category A.</p>
77.	<p>RFP Section 4.4.4 Price Sheetting Instructions - Is the "price list #" column intended as the place where we correlate the line numbers in our submitted price list to the instrument categories on your price lines form?</p> <p>Answer: No. The "price list #" column is where bidders are to identify their individual price list number.</p>
78.	<p>General - Attachment 4 Cooperative Purchasing Form. Please provide a list of "Quasi-State Agencies."</p> <p>Answer: Same as #7.</p>
79.	<p>General - We would like to ensure that the most current version of our products and the newest technology be available to the State under this contract. With that in mind, will the State provide the opportunity to add new/updated products and new technology to</p>

	<p>the contract as they become available, and conversely remove obsolete products from the contract as necessary? If so, what is the procedure?</p> <p>Answer: Same as #21.</p>
80.	<p>General - Must all orders be delivered 7 days from receipt of orders as requested? Standard delivery of analytical instrumentation had been 30-45 days under the former contracts; will this change under the new contract format?</p> <p>Answer: Additional time may be granted with prior approval of the Using Agency.</p>
81.	<p>RFP Section 1.3.3 - It was stated at the Pre-bid conference that the questions submitted prior to the conference would be posted on the website. I have been unable to find that posting. Have they been posted? Have newly submitted questions from after the conference been posted?</p> <p>Answer: The questions and answers are included in this addendum.</p>
82.	<p>RFP Section 1.4.1 - Revisions to this RFP; At the pre-bid conference it was noted that there were discrepancies in the Category Lists. Are the corrected Category lists going to be posted on the website?</p> <p>Answer: Yes.</p>
83.	<p>RFP Section 3.1 - It is stated that "Category A" will include each brand of previously purchased and/or currently in use types of equipment and or scientific instruments and related components. This list seems to have been edited down by selections from the agencies. Will these selections be changeable during the term of the contract?</p> <p>Answer: Only enhancements to the awarded products may be added during the term of the agreement. This will be done on a twice yearly basis in six month intervals after the start of the contract. Purchase Bureau decisions are final in this regard.</p>
84.	<p>RFP Section 5.17 - When are yearly contract activity of purchase reports due and will vendors receive advanced notification of due date?</p> <p>Answer: This requirement is being revised. Contract activity reports will be due on a quarterly basis after issuance of contracts.</p>
85.	<p>RFP Section 6.1 - Brands that bid discounts that are deemed "NOT IN THE BIST INTEREST OF THE STATE OF NJ", may not be awarded a contract. In category A there are several products that allow only one brand to bid on that instrument contract. If a brand bids an unacceptable discount, what procedure will be used to re-bid this instrument category contract?</p> <p>Answer: The instrument category will not be awarded under this contract.</p>
86.	<p>RFP Section 6.1 - What is the order of importance of the listed bid criteria? Could a contract be awarded to a bidder that offered no discount off of list price?</p>

	<p>Answer: Brands that have discounts that are considered unacceptably low, may be deemed as Not In The Best Interest of the State of NJ and may not be awarded a contract.</p>
87.	<p>General - Under what conditions could a state agency NOT purchase from a sole contract bidder awarded for a specific instrument?</p> <p>Answer: State Agencies must always purchase contracted items from a contract vendor.</p>
88.	<p>General - Attachment 4 Cooperative Purchasing Form - My company currently sells many Category A instruments to county and municipal agencies as well as State Colleges extending them NJ State contract discounts under the provisions listed in this attachment, Under the current RFP we can only bid on 2 Category A products. Will this new contract format limit us to only the products that we are awarded under this RFP?</p> <p>Answer: Only products awarded under this RFP can be sold by the vendors they are awarded to for this RFP.</p>
89.	<p>General - In Category A there are four eligible bidders in the category "Chomatographic Equipment, Liquid". Will only one of these companies be awarded a contract or can multiple contracts be awarded? Will there be only one award per listing in Category A?</p> <p>Answer: For category A items, award will be made to the bidder offering the best price for each line item.</p>
90.	<p>General - If there are four eligible bidders in this product, why are so many of the other categories limited to only one or two bidders?</p> <p>Answer: The products were requested by the Using Agencies for this RFP.</p>
91.	<p>General - It was stated at the pre-bid conference that instrument purchases under a \$25,000 price limit are not subject to this contract procedure. Can any company sell these items to the state whether or not they are awarded any contract under the current RFP?</p> <p>Answer: No. The price limit discussed at the pre-bid conference refers to the following rather than the price of a single instrument: For items or services that are not covered by one of the primary contracting methods, " an agency should anticipate what its purchase requirements are for the fiscal year. If the anticipated fiscal year volume for a qualifying item or service exceeds \$25,000, the agency should submit a PB-6 requisition or request a term contract."</p>
92.	<p>General - Are all items listed in Category A over the \$25,000 cut off?</p> <p>Answer: No. The \$25,000 cut-off is for the "anticipated fiscal year volume" for a qualifying item or service not the price of an individual item.</p>
93.	<p>General - Will the bid be available as a word document so it will be easier to fill out?</p>

	Answer: Same as #1.
94.	<p>General - Relative to the products listed in the RFP under category A, there are several products that are already obsolete and have been replaced. How do we go about adding these replacement items (or upgraded items) to this contract under category A before the bid process is complete?</p> <p>Answer: Same as #83.</p>
95.	<p>RFP Section 3.6 - Does the State expect companies to ship and loan laboratory instruments for 60 days at no expense?</p> <p>Answer: Same as #61.</p>
96.	<p>RFP Section 4.4.2 - If our price list is uploaded to the Internet to facilitate user ordering from the contract, will it be visible to anyone or just users?</p> <p>Answer: Same as #62.</p>
97.	<p>RFP Section 4.4.4 - Should installation and/or training be included under components? Or accessories?</p> <p>Answer: Same as #63. Installation and training should be included wherever it is applicable.</p>
98.	<p>RFP Section 4.2 - The RFP states regardless of the method of quoting shipments, the contractor shall assume all costs for delivery. Does this mean freight?</p> <p>Answer: All delivery must be FOB Destination.</p>
99.	<p>RFP Section 4.6 - Must we bid Net 60 Days in order to be considered?</p> <p>Answer: Same as #66.</p>
100.	<p>General - Attachment 7 Executive Order 129 Certification (Source Disclosure Certification Form). I do not know what this form signifies; therefore, I don't know if I need to complete it. Is it for subcontracting work? We install all of our own instruments and do not use subcontractors. Do I still need to submit this signed form with the bid?</p> <p>Answer: Yes. Section 5.19.1 states, "all bidders seeking a contract with the State of New Jersey must disclose: a.) The location by country where services under the contract will be performed; and B.) The location by country where any subcontracted services will be performed."</p>
101	<p>General - In category A EDAX is listed on line 187 for energy dispersive systems. We have supplied the NJ State Police with two different types of systems. They are a Genesis 4000 and an Eagle. I want to insure we can put both on the list.</p> <p>Answer: Same as #60.</p>
102.	<p>General - My understanding is that we only need to put the discount % on the category A list and attach a price list so that all of the available accessories can be included.</p>

	<p>Answer: Section 4.4.4 Price Sheetting Instruction states, "Category 'A' bidders shall bid a discount off the most current pre-printed manufacturer's price lists on the corresponding price lines for those brands. Price lists must include all of the items that fall within the subcategories of this RFP for accessories and operating supplies together with all relevant equipment and scientific instruments."</p>
103.	<p>General - Category A Tecan Elisa Reader, Washer, Liquid Handling. These are three different product categories with Tecan offering 6 Elisa readers, 3 washers, 7 liquid handlers. Would we format the price list 1) Reader A, @) Accessories A, 3) Supplies A 1) Reader B, 2)Accessories B, 3) Supplies B, etc... with list price and discount off each product and so on?</p> <p>Answer: Bidders, who are bidding items that are included in Category A, shall bid a discount off the most current pre-printed manufacturer's price lists. These price lists must include all of the items that fall within the sub-categories of this RFP for accessories and operating supplies together with the relevant equipment and/or instruments. There will be three separate price lines: one entitled Instruments/equipment/components, one entitled accessories and one entitled supplies.</p>
104.	<p>General - Category B Dynex Elisa Equipment & Components 338-339. Dynex offers 6 Elisa readers, 3 washers and 1 plate processor. These products compete directly with Tecan products. Which of these products is up for bid. Specific models or all 10?</p> <p>Answer: Category "b" bidders shall bid a discount off the most current pre-printed manufacturer's price lists on the corresponding price lines for those brands. Price lists must include all of the items that fall within the sub-categories of this RFP for accessories and operating supplies together with all relevant equipment and scientific instruments. After each specified item in the Category B price lines is a set of blank price lines. Bidders have the option of offering an "equal-to-or-better-than" brand product on those lines to compete with the product that was specified in the preceding price lines.</p>
105.	<p>General - Category B 340-342 Fisher Elisa Equipment & Components Fisher is a distributor of thousands of scientific products. What specifically are up for bid in this category. Model numbers and specs?</p> <p>Answer: Same as #104.</p>