



JAMES E. MCGREEVEY
Governor

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

JOHN E. MCCORMAC, CPA
State Treasurer

DATE: November 9, 2004

TO: All Potential Bidders

RE: Thermal Imaging Cameras, Hand Held
RFP # 2005-X-36908

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 shall be cause for automatic rejection of the bid proposal.

b) In accordance with Executive Order 134, the attached Certification form must be completed and returned with the Bid Proposal. Failure to submit the Certification(s) with the Bid Proposal shall be cause for automatic rejection of the bid proposal

Enclosed please find the bid documents for the above referenced solicitation. The price line pages are provided as a separate document that can be accessed by selecting the bullet below the RFP Document bullet. The following are the key dates for the project.

| Date | Time | Event |
|----------|---------|-------------------------|
| 12/10/04 | 2:00 PM | Bid Submission Due Date |

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

Sincerely,

Jennifer Petrino
Procurement Specialist

E-Mail Address: Jennifer.Petrino@treas.state.nj.us
Phone: (609) 984-0493
Fax: (609)292-1114

ATTENTION VENDORS

Vendor Information and Bidding Opportunities

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

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

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

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



STATE OF NEW JERSEY
REQUEST FOR PROPOSAL

BID NUMBER: 05-X-36908

FOR: Thermal Imaging Cameras

TERM CONTRACT #: T1864

Requisition # 1028785

REQUESTING AGENCY: STATEWIDE., COOPERATIVE
PURCHASING PARTNERS

ESTIMATED AMOUNT: \$100,000

DIRECT QUESTIONS CONCERNING THIS RFP TO:

CONTRACT EFFECTIVE DATE: 01/01/05

Buyer's Name Jennifer Petrino

CONTRACT EXPIRATION DATE: 12/31/07

PHONE NUMBER: 609 984-0493

COOPERATIVE PURCHASING: ATTACHMENT 4

FAX NUMBER: 609 292-1114

SET ASIDE: NONE

E-MAIL ADDRESS: Jennifer.petrino@treas.state.nj.us

TO BE COMPLETED BY BIDDER:

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 12/10/04 AT THE FOLLOWING PLACE: DEPARTMENT OF THE TREASURY, PURCHASE BUREAU, PO BOX-230, 33 WEST STATE STREET, 9TH FLOOR, TRENTON, NEW JERSEY 08625-0230. TELEPHONE, TELEFACSIMILE OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED.
- 2) THE BIDDER MUST SIGN THE PROPOSAL.
- 3) THE PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS, F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PRICE QUOTES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT.
- 4) ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.
- 5) ALL CORRECTIONS, WHITE-OUTS, ERASURES, RESTRIKING OF TYPE, OR OTHER FORMS OF ALTERATION, OR THE APPEARANCE OF ALTERATION, TO UNIT AND/OR TOTAL PRICES MUST BE INITIALED IN INK BY THE BIDDER.
- 6) THE BIDDER MUST SUBMIT WITH THE PROPOSAL BID SECURITY IN THE AMOUNT OF \$ 0 OR 0 %. CHECK THE TYPE OF BID SECURITY SUPPLIED:

ANNUAL BID BOND ON FILE: _____ BID BOND ATTACHED: _____
CERTIFIED OR CASHIERS CHECK ATTACHED: _____ LETTER OF CREDIT ATTACHED: _____
- 7) THE BIDDER MUST COMPLETE AND SUBMIT, PRIOR TO THE SUBMISSION OF THE PROPOSAL, OR ACCOMPANYING THE PROPOSAL, THE ATTACHED OWNERSHIP DISCLOSURE FORM. (SEE N.J.S.A. 52:25-24.2). 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: N/A
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).
- 10) A BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE MUST BE SUBMITTED WITH THE BID PROPOSAL.(SEE N.J.S.A. 52:32-44).
- 11) EXECUTIVE ORDER 134 CERTIFICATION MUST BE SUBMITTED WITH THE BID PROPOSAL. (APPENDIX 3 OF RFP).

ADDITIONAL REQUIREMENTS

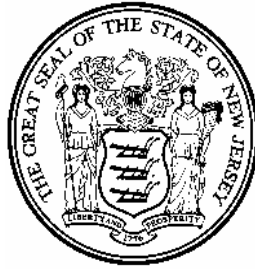
- 12) PERFORMANCE SECURITY: \$ 0 OR 0 %
- 13) PAYMENT RETENTION: 00%
- 14) AN AFFIRMATIVE ACTION FORM (ATTACHMENT 3 OF RFP)
- 15) A MACBRIDE PRINCIPLES CERTIFICATION (ATTACHMENT 2 OF RFP)
- 16) REQUESTED DELIVERY: 14 days

TO BE COMPLETED BY BIDDER

- 17) DELIVERY CAN BE MADE _____ DAYS OR _____ WEEKS AFTER RECEIPT OF ORDER.
- 18) CASH DISCOUNT TERMS (SEE RFP) _____ %, _____ DAYS: NET _____ DAYS. 19) BIDDER PHONE NO: _____
- 20) BIDDER FAX NO. _____
- 21) BIDDER E-MAIL ADDRESS _____
- 22) BIDDER FEDERAL ID NO. _____
- 23) 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.

| | |
|----------------------------------|------------------|
| 24) ORIGINAL SIGNATURE OF BIDDER | 25) NAME OF FIRM |
| 26) PRINT/TYPE NAME AND TITLE | 27) DATE |



Bid Number: 2005-X-36908

**REQUEST FOR PROPOSAL FOR:
THERMAL IMAGING CAMERAS, HAND HELD**

Date Issued: 11/09/04

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 Department of Community Affairs
Cooperative Purchasing Members

TABLE OF CONTENTS

| | |
|--|-----------|
| 1.0 INFORMATION FOR BIDDERS | 7 |
| 1.1 PURPOSE AND INTENT | 7 |
| 1.2 BACKGROUND | 7 |
| 1.2.1 Bidder Qualifications | 7 |
| 1.3 KEY EVENTS | 7 |
| 1.3.1 Electronic Question and Answer Period | 8 |
| 1.4 ADDITIONAL INFORMATION | 8 |
| 1.4.1 Revisions to this RFP | 8 |
| 1.4.2 Addendum as a Part of this RFP | 9 |
| 1.4.3 Issuing Office | 9 |
| 1.4.4 Bidder Responsibility | 9 |
| 1.4.5 Cost Liability | 9 |
| 1.4.6 Contents of Bid Proposal | 9 |
| 1.4.7 Price Alteration | 9 |
| 1.4.8 Joint Venture | 9 |
| 1.5 BIDDER'S SIGNATURE | 9 |
| 2.0 DEFINITIONS..... | 10 |
| 3.0 COMMODITY DESCRIPTION/SCOPE OF WORK | 10 |
| 3.1 GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS | 10 |
| 3.1.1 Deviations from Specifications | 10 |
| 3.1.2 Testing and Evaluation | 11 |
| 3.1.3 Errors and Omissions in Specifications | 12 |
| 3.1.4 Spare Parts | 12 |
| 3.2 SPECIFICATION FOR THERMAL IMAGING CAMERA TYPE A | 12 |
| 3.3 SPECIFICATION FOR THERMAL IMAGING CAMERA TYPE B | 17 |
| 4.0 PROPOSAL PREPARATION AND SUBMISSION..... | 21 |
| 4.1 GENERAL | 21 |
| 4.2 PROPOSAL DELIVERY AND IDENTIFICATION | 21 |
| 4.3 NUMBER OF BID PROPOSAL COPIES | 22 |
| 4.4 PROPOSAL CONTENT | 22 |
| 4.4.1 Forms | 22 |
| 4.4.2 Submittals | 23 |
| 4.4.3 Price Sheet | 27 |
| 5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS | 27 |
| 5.1 STATE CONTRACT MANAGER | 27 |
| 5.1.1 State Contract Manager Responsibilities | 27 |
| 5.1.2 Other Duties of the State Contract Manager | 28 |
| 5.1.3 Coordination with the State Contract Manager | 28 |
| 5.2 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS | 28 |
| 5.3 BUSINESS REGISTRATION | 29 |
| 5.4 CONTRACT TERM AND EXTENSION OPTION | 30 |
| 5.5 CONTRACT TRANSITION | 30 |
| 5.6 AVAILABILITY OF FUNDS | 30 |
| 5.7 CONTRACT AMENDMENT | 30 |
| 5.8 PROCEDURAL REQUIREMENTS AND AMENDMENTS | 30 |
| 5.9 ITEMS ORDERED AND DELIVERED | 31 |

| | |
|--|-----------|
| 5.10 DISCLOSURE OF PRODUCT COMPOSITION..... | 31 |
| 5.11 REMEDIES FOR NON-PERFORMANCE..... | 31 |
| 5.12 MANUFACTURING/PACKAGING REQUIREMENTS | 31 |
| 5.13 PERFORMANCE BOND | 32 |
| 5.14 CLAIMS | 32 |
| 5.15 CONTRACT ACTIVITY REPORT | 32 |
| 5.16 REQUIREMENTS OF EXECUTIVE ORDER 134..... | 32 |
| 5.16.1 <i>Definitions</i> | 32 |
| 5.16.2 <i>Breach of Terms of Executive Order 134 Deemed Breach of Contract</i> | 33 |
| 5.16.3 <i>Certification and Disclosure Requirements</i> | 33 |
| 5.16.4 <i>State Treasurer Review</i> | 34 |
| 6.0 PROPOSAL EVALUATION/CONTRACT AWARD | 34 |
| 6.1 CONTRACT EVALUATION CRITERIA | 34 |
| 6.1.1 <i>Price</i> | 34 |
| 6.1.2 <i>Experience of the Bidder</i> | 35 |
| 6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL | 35 |
| 6.3 CONTRACT AWARD..... | 35 |
| 7.0 ATTACHMENTS, SUPPLEMENTS AND APPENDICES..... | 35 |
| 7.1 ATTACHMENTS | 35 |
| 7.2 APPENDICES | 35 |

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 Department of Community Affairs as well as Cooperative Purchasing partners to supply two types of hand held thermal imaging cameras to the State of New Jersey. For purposes of this RFP, one type of thermal imaging camera will be referred to as Type A and the other as Type B. Type A shall be the uncooled microbolometer technology type and Type B shall be the uncooled ceramic focal plane array detector (BST) technology type.

Notwithstanding any other provision to the contrary, including the cooperative purchasing form included in the RFP (PBCOP1, REV.8/96), any contract resulting from this RFP will be made available for local use and to volunteer fire departments, volunteer first aid squads and rescue squads as defined in N.J.S.A. 52:25-16.1 and N.J.S.A. 52:25-16.2 respectively.

The intent of this RFP is to award contracts to that responsible bidder whose bid proposal, conforming to this RFP is 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.

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 **Thermal Imaging Cameras** term contract, presently due to expire on **December 31, 2004**. Vendors who are interested in the current contract specifications and pricing information are encouraged to visit the Purchase Bureau's website on the world wide web. The applicable "T" reference number for this lookup is **T1864**. The exact WWW address is: <http://www.state.nj.us/treasury/purchase/contracts.htm>

1.2.1 Bidder Qualifications

Bids will only be considered from companies which have an established reputation in the field of fire service thermal imaging and have been in business for a minimum of three (3) years. The bidder must provide a listing of fifty (50) thermal imaging cameras in service with fire company names, addresses and telephone contact numbers in the bid proposal document.

Evaluation of these qualities will be based on the information provided in the bidder's bid proposal in Section 4.4.2 Bidder Data Sheets

1.3 Key Events

1.3.1 Electronic Question and Answer Period

It is the policy of the Purchase Bureau to accept questions and inquiries from all vendors by e-mail. Written questions should be e-mailed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

Attn: Jennifer Petrino
E- Mail: Jennifer.petrino@treas.state.nj.us

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

1.3.1.1 Question Protocol

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

1.3.1.2 Cut-Off Date for Questions and Inquiries

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

1.4 Additional Information

1.4.1 Revisions to this RFP

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

2.0 DEFINITIONS

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.

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

3.1 General Requirements and Technical Specifications

3.1.1 Deviations from Specifications

Wherever indicated, the bidder is to state "yes" if item is in compliance with a section of the technical specification. The bidder is to state "no" if it is not in compliance with a section of the technical specification and is to list and explain in detail all deviations or substitutions on the lines provided below or on separate sheets of paper. The bidder is to reference the page and paragraph number for which a deviation or substitution is taken. All deviations or substitutions are to be neatly printed or typed. If the bidder checks neither "no" nor "yes" for any section of the technical specification and compliance or non-compliance for that section cannot be determined using literature/specifications submitted by the bidder, the entire bid proposal will be rejected. Also, if the bidder checks "no" for any section of the technical specification and does not provide the deviation or substitution and compliance or non-compliance for that section cannot be determined using literature/specifications the entire bid proposal will be rejected.

The bidder must provide the manufacturer, brand and/or model of equipment offered, whenever it is indicated, and submit detailed specifications or literature containing detailed specifications for equipment. In the event a bidder provides a make and/or model and does not provide literature/specifications, or provides literature/specifications and does not provide the manufacturer, brand or model bid, the State reserves the right to acquire all information necessary to perform an evaluation after the bid opening. Bid proposals received where the bidder does not provide a manufacturer, make or model, where indicated nor submitted literature/specification for the equipment; the bid will be rejected. (No exceptions).

Note: Wherever a manufacturer or brand name or model number is used, the bidder may offer an alternate manufacturer and brand/model for possible acceptance as an approved equal. By naming a manufacturer, brand and model, the State is simply providing a guideline for a performance standard. Various makes and models may be deemed to provide acceptable performance, even though technical specifications may vary. The Purchase Bureau and the using agency will be solely responsible for making this determination by considering whether alternate brands/models provide acceptable performance when pricing and other factors are taken into consideration.

Bidders are to submit two (2) sets of literature/specifications for equipment offered.

3.1.2 Testing and Evaluation

Upon written request, the bidder shall provide a thermal imaging camera and case, the same as the model and type bid, for the purpose of testing and evaluation that may be required by the State. Camera and case shall be provided within 10 working days of either written or verbal notification. Failure to do so may result in the rejection of your bid proposal. Such evaluation shall be held at a time and location to be determined by the State and may be attended by a representative of the bidder who is qualified in the use and operation of the unit. Notification of the time and location of the evaluation shall be made to bidders at least fifteen (15) days prior to the evaluation date. The State shall not be responsible for any damage which may occur to cameras as a result of the testing process. The bidder should be aware that cameras may be subjected to high heat, drops, submersion and any other conditions which may occur or be representative during the use of the camera in the field.

3.1.2.1 Camera Submersion and Corrosion Testing

The camera will be submerged in salt water for a period of one minute every other day for 10 days (total of 5 minutes submerged). After each submersion and drying

period it will be inspected for signs of corrosion and shall be expected to be powered up in the period of time required in the specifications. There will be no conditioning requirements with regard to the unit. The unit and the water will be at ambient temperature of the room at the time of testing. This test will satisfy the RFP requirements for submergibility and corrosion resistance testing.

3.1.2.2 Drop Testing

The camera will be dropped on three different axis, selected at random by the evaluator. The three foot measurement for the drops shall be from the bottom most part of the unit regardless of the unit orientation. The order of the testing sequence shall correspond to the order of the requirements as contained in the RFP specifications. Multiple units for this test may be submitted by each bidder.

3.1.3 Errors and Omissions in Specifications

Any and all errors, obvious omissions, or technical discrepancies discovered by the bidder shall be brought to the attention of the buyer listed in Section 1.3.1 of this RFP immediately after receipt of RFP.

If the technical specification fails to mention any equipment that is standard with the unit offered, the contractor must supply that equipment at no extra cost.

3.1.4 Spare Parts

These parts are defined as field replaceable parts such as nuts, bolts, seals etc. If there are no replaceable parts on a unit, then this requirement would not apply. Field replaceable parts do not include harnesses, pistol grips or any actual major components of a unit.

Note: Cameras that are not manufactured to be intrinsically safe shall be marked on the unit itself "NOT INTRINSICALLY SAFE".

3.2 Specification for Thermal Imaging Camera Type A

(Price line item 00001)

Minimum Specification for Uncooled Microbolometer Technology Type

For each item indicate compliance or describe deviation and include model number and manufacturer.

| # | Thermal Imaging Camera Type A Cooled Microbolometer Type | Model # | Manufacturer |
|---|---|--|---------------------------------------|
| | Price Line 00001 | | |
| | Specification | Complies <i>State yes or no for each item</i> | Description & Rationale for Deviation |
| 1 | Utilizes Uncooled Microbolometer technology. | | |
| 2 | Has a spectral response in the 8 - 14 m | | |

| # | Thermal Imaging Camera Type A Cooled Microbolometer Type | Model # | Manufacturer |
|----|--|---|--|
| | Price Line 00001 | | |
| | Specification | Complies <i>State yes or no for each item</i> | Description & Rationale for Deviation |
| | range, allowing it to "see" through smoke produced by burning Class A and B materials, and shall not white out during the suppression of these fires. | | |
| 3 | Weighs less than eight pounds (including battery unit, handle, harness assembly, etc.). | | |
| 4 | After turning on, the camera must be operational in 30 seconds or less. | | |
| 5 | Provides an image that is clear, discernible, and easily viewable by firefighter wearing full Firefighters Ensemble (including helmet), while viewed through Self Contained Breathing Apparatus (SCBA) facepiece, and any personnel corrective vision worn by the firefighters. | | |
| 6 | has a field of view of at least 45 degrees. | | |
| 7 | Maintains focus without manual adjustment from four feet to infinity | | |
| 8 | Discerns temperature differences greater than or equal to one degree centigrade. | | |
| 9 | Camera performance, housing, harness, handle, and battery units must not be affected by high temperature and humidity extremes associated with exposure to the firefighter environment of structural firefighting. Camera shall be able to withstand continuous and repeated exposure to the environment experienced by the operator, without any change in overall performance. | | |
| 10 | Is constructed to be activated and operated with either the gloved left hand or the gloved right hand. | | |
| 11 | Is water tight (submersible in three feet of water). | | |
| 12 | Camera and all accessories shall be constructed of materials that will not corrode if utilized in a marine environment. | | |

| # | Thermal Imaging Camera Type A Cooled Microbolometer Type | Model # | Manufacturer |
|----|---|---|--|
| | Price Line 00001 | | |
| | Specification | Complies <i>State yes or no for each item</i> | Description & Rationale for Deviation |
| 13 | Performance shall not be affected by normal levels of Electro-Magnetic Interference (EMI) produced by fire apparatus when used in its normal operational environment. | | |
| 14 | Must not be affected by, and must be compatible with, all Radio Frequencies (RF) found on or near fire apparatus. | | |
| 15 | Camera, stored within the carrying case, must not be affected or damaged by the vibrations produced on fire apparatus. | | |
| 16 | General maintenance and operations of the camera shall require no special tools or advanced technical training. | | |
| 17 | Withstands multiple drops from at least three feet onto a concrete deck, without any damage to outer casing and electronics, or change in camera performance. | | |
| 18 | Has a battery status indicator or a similar device located within firefighter's field of view when the camera is viewed through the breathing apparatus face piece. This battery status indicator allow allows the firefighter to easily determine the relative charge remaining on the current battery unit. | | |
| 19 | is powered with a rechargeable type battery unit (NiCad or NiMH). Rechargeable type battery units which can be directly charged from the fire apparatus DC current and normal house 110 v. AC current. | | |
| 20 | Includes a rechargeable battery unit installed which will last at least 2 hours of operation as wellas at least one replacement rechargeable battery unit for at least 2 hours of additional operation. | | |
| 21 | powered by battery units using standard commercial battery types (AA, AAA, C desired) in addition to rechargeable types. If multiple batteries are used, they are enclosed in one case or battery pack. (OPTIONAL) | | |

| # | Thermal Imaging Camera Type A Cooled Microbolometer Type | Model # | Manufacturer |
|----|--|---|--|
| | Price Line 00001 | | |
| | Specification | Complies <i>State yes or no for each item</i> | Description & Rationale for Deviation |
| 22 | Batteries are easily changeable by firefighters wearing firefighting gloves. Change procedure shall be outlined in operating manual, and shall require less than 30 seconds by a person who has performed this operation at least once in the past, and shall not require any tools. | | |
| 23 | Battery units constructed so that they can be loaded into the camera in only one way to preclude misalignment and prevent damage to the camera or battery unit. Battery units and camera should be clearly marked so that one can quickly and easily determine how unit is to be loaded properly. | | |
| 24 | Carrying case shall hold camera and all additional accessories (battery units with batteries, pistol grip handle, manuals, spare parts, and harness). | | |
| 25 | Carrying case is watertight | | |
| 26 | Case withstands drops from at least six feet onto a concrete deck, without breaking or significantly damaging (beyond denting) case, and without damaging any of the contents inside the case. | | |
| 27 | Carrying case shall be constructed of corrosion and fire resistant materials (wood prohibited), and must prevent contents from rattling and vibrating. | | |
| 28 | Have a strap/harness assembly attached. The harness: <ul style="list-style-type: none"> - will not impact firefighter's mobility, and shall not interfere with that person's ability to walk, crawl, and climb up and down stairways. - Will not allow the camera to swing uncontrollably or slip/fall off of the firefighter while he/she is performing these operations. - is easily adjustable and non-flammable - is compatible with self contained breathing apparatus (SCBA) | | |

| # | Thermal Imaging Camera Type A Cooled Microbolometer Type | Model # | Manufacturer |
|----|---|---|--|
| | Price Line 00001 | | |
| | Specification | Complies <i>State yes or no for each item</i> | Description & Rationale for Deviation |
| | <ul style="list-style-type: none"> - allows easy transition from the carrying position to the normal use position - does not interfere with the battery change procedure. | | |
| 29 | Camera and harness shall be easily passable to another firefighter standing on either side of the present user. | | |
| 30 | <p>Required Accessories</p> <ul style="list-style-type: none"> - rechargeable battery unit installed with at least 2 hours of operation, - at least one replacement rechargeable battery unit with at least 2 additional hours of operation. - charging unit - pistol grip handle (if so designed) - harness - carrying case to hold all items described herein - spare parts - operating manual describing camera use and general repair procedures. | | |
| 31 | The manufacturer shall have available a wireless video transmitter/receiver as an optional accessory. Camera shall be fully compatible with the manufacturer's transmitter/receiver. The wireless transmitter/receiver shall be compatible with a standard AC/DC TV/VCR configuration. Such transmitter/receiver shall be capable of utilizing two (2) frequencies per unit. (OPTIONAL) | | |
| 32 | The contractor shall provide a training video with each unit purchased at no additional cost. Such training video shall include a comprehensive overview of the unit's operation, applications, limitations, cleaning, care and maintenance. | | |
| | Catalog attached (2 copies) | Page: | Catalog date: |

3.3 Specification for Thermal Imaging Camera Type B
 (Price line item 00003)

Minimum Specification for Uncooled Ceramic Focal Plane Array Detector (BST) Technology Type

| # | Thermal Imaging Camera Type B Uncooled Ceramic Type B | Model # | Manufacturer |
|----|--|--|---------------------------------------|
| | Price Line 00003 | | |
| | Specification | Complies <i>State yes or no for each item</i> | Description & Rationale for Deviation |
| 1 | Utilizes Uncooled Ceramic Focal Plane Array Detector (BST) Technology | | |
| 2 | Has a spectral response in the 8 - 14 m range, allowing it to "see" through smoke produced by burning Class A and B materials, and shall not white out during the suppression of these fires. | | |
| 3 | Weighs less than eight pounds (including battery unit, handle, harness assembly, etc.). | | |
| 4 | After turning on, the camera must be operational in 45 seconds or less. | | |
| 5 | Provides an image that is clear, discernible, and easily viewable by firefighter wearing full Firefighters Ensemble (including helmet), while viewed through Self Contained Breathing Apparatus (SCBA) facepiece, and any personnel corrective vision worn by the firefighters. | | |
| 6 | has a field of view of at least 45 degrees. | | |
| 7 | Maintains focus without manual adjustment from four feet to infinity | | |
| 8 | Discerns temperature differences greater than or equal to one degree centigrade. | | |
| 9 | Camera performance, housing, harness, handle, and battery units must not be affected by high temperature and humidity extremes associated with exposure to the firefighter environment of structural firefighting. Camera shall be able to withstand continuous and repeated exposure to the environment experienced by the operator, without any change in overall performance. | | |
| 10 | Is constructed to be activated and | | |

| # | Thermal Imaging Camera Type B Uncooled Ceramic Type B | Model # | Manufacturer |
|----|---|--|---------------------------------------|
| | Price Line 00003 | | |
| | Specification | Complies <i>State yes or no for each item</i> | Description & Rationale for Deviation |
| | operated with either the gloved left hand or the gloved right hand. | | |
| 11 | Is water tight (submersible in three feet of water). | | |
| 12 | Camera and all accessories shall be constructed of materials that will not corrode if utilized in a marine environment. | | |
| 13 | Performance shall not be affected by normal levels of Electro-Magnetic Interference (EMI) produced by fire apparatus when used in its normal operational environment. | | |
| 14 | Must not be affected by, and must be compatible with, all Radio Frequencies (RF) found on or near fire apparatus. | | |
| 15 | Camera, stored within the carrying case, must not be affected or damaged by the vibrations produced on fire apparatus. | | |
| 16 | General maintenance and operations of the camera shall require no special tools or advanced technical training. | | |
| 17 | Withstands multiple drops from at least three feet onto a concrete deck, without any damage to outer casing and electronics, or change in camera performance. | | |
| 18 | Has a battery status indicator or a similar device located within firefighter's field of view when the camera is viewed through the breathing apparatus face piece. This battery status indicator allow allows the firefighter to easily determine the relative charge remaining on the current battery unit. | | |
| 19 | Come with rechargeable type battery unit (NiCad or NiMH) installed. Rechargeable type battery units which can be directly charged from the fire apparatus DC current and normal house 110 v. AC current. | | |
| 20 | Includes a rechargeable battery unit installed which will last at least 1.5 hours | | |

| # | Thermal Imaging Camera Type B Uncooled Ceramic Type B | Model # | Manufacturer |
|----|---|--|---------------------------------------|
| | Price Line 00003 | | |
| | Specification | Complies <i>State yes or no for each item</i> | Description & Rationale for Deviation |
| | of operation as well as at least one replacement rechargeable battery unit for at least 1.5 hours of additional operation. | | |
| 21 | Powered by battery units using standard commercial battery types (AA, AAA, C desired) in addition to rechargeable types. If multiple batteries are used, they are enclosed in one case or battery pack. <i>(OPTIONAL)</i> | | |
| 22 | Batteries are easily changeable by firefighters wearing firefighting gloves. Change procedure shall be outlined in operating manual, and shall require less than 30 seconds by a person who has performed this operation at least once in the past, and shall not require any tools. | | |
| 23 | Battery units constructed so that they can be loaded into the camera in only one way to preclude misalignment and prevent damage to the camera or battery unit. Battery units and camera should be clearly marked so that one can quickly and easily determine how unit is to be loaded properly. | | |
| 24 | Carrying case shall hold camera and all additional accessories (battery units with batteries, pistol grip handle, manuals, spare parts, and harness). | | |
| 25 | Carrying case is watertight | | |
| 26 | Case withstands drops from at least six feet onto a concrete deck, without breaking or significantly damaging (beyond denting) case, and without damaging any of the contents inside the case. | | |
| 27 | Carrying case shall be constructed of corrosion and fire resistant materials (wood prohibited), and must prevent contents from rattling and vibrating. | | |
| 28 | Have a strap/harness assembly attached. The harness: - will not impact firefighter's mobility, and shall not interfere with that person's ability to walk, crawl, and | | |

| # | Thermal Imaging Camera Type B Uncooled Ceramic Type B | Model # | Manufacturer |
|----|---|--|---------------------------------------|
| | Price Line 00003 | | |
| | Specification | Complies <i>State yes or no for each item</i> | Description & Rationale for Deviation |
| | climb up and down stairways. - Will not allow the camera to swing uncontrollably or slip/fall off of the firefighter while he/she is performing these operations. - is easily adjustable and non-flammable - is compatible with self contained breathing apparatus (SCBA) - allows easy transition from the carrying position to the normal use position - does not interfere with the battery change procedure. | | |
| 29 | Camera and harness shall be easily passable to another firefighter standing on either side of the present user. | | |
| 30 | Required Accessories - rechargeable battery unit installed with at least 2 hours of operation, - at least one replacement rechargeable battery unit with at least 2 additional hours of operation. - charging unit - pistol grip handle (if so designed) - harness - carrying case to hold all items described herein - spare parts - operating manual describing camera use and general repair procedures. | | |
| 31 | The manufacturer shall have available a wireless video transmitter/receiver as an optional accessory. Camera shall be fully compatible with the manufacturer's transmitter/receiver. The wireless transmitter/receiver shall be compatible with a standard AC/DC TV/VCR configuration. Such transmitter/receiver shall be capable of utilizing two (2) frequencies per unit. (OPTIONAL) | | |

| | | | |
|----|--|---|--|
| # | Thermal Imaging Camera Type B Uncooled Ceramic Type B | Model # | Manufacturer |
| | Price Line 00003 | | |
| | Specification | Complies <i>State yes or no for each item</i> | Description & Rationale for Deviation |
| 32 | The contractor shall provide a training video with each unit purchased at no additional cost. Such training video shall include a comprehensive overview of the unit's operation, applications, limitations, cleaning, care and maintenance. | | |
| | Catalog attached (2 copies) | Page: | Catalog date: |

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 information required to be submitted in response to this RFP has been determined to be essential in the bid evaluation and contract award process. Any qualifying statements made by the bidder to the RFP's requirements could result in a determination that the bidder's proposal is materially non-responsive. Each bidder is given wide latitude in the degree of detail it elects to offer or the extent to which plans, designs, systems, processes and procedures are revealed. Each bidder is cautioned, however, that insufficient detail may result in a determination that the bid proposal is materially non-responsive.

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. Please note that these pages are provided as a separate document on the bidding opportunities page for this procurement.

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 three (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:

4.4.1 Forms

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 |
| | 4.4.1.5 | Appendix 3 – Executive Order 134 Certification |

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 WILL BE CAUSE FOR AUTOMATIC 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

FAILURE TO SUBMIT A COMPLETED EXECUTIVE ORDER 134 CERTIFICATION (Appendix 3) WITH THE BID PROPOSAL WILL RESULT IN AUTOMATIC REJECTION OF THE BID PROPOSAL.

Refer to Section 5.18 of this RFP and Appendix 3 for more details concerning this requirement.

4.4.1.6 Set-Aside Contracts

Not applicable to this procurement.

4.4.1.7 Bid Bond

Not applicable to this procurement.

4.4.2 Submittals

4.4.2.1 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. All information must be clearly printed or typed. You may list additional accounts on a separate sheet. Indicate that a separate sheet is attached at the bottom of this form.

| |
|-------------------------|
| Contact Person Data |
| Bidder's Name and FEIN: |

| | | |
|---|--------------|---------------|
| Individual to 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. | | |
| Name: _____ | | |
| Address: _____ | | |
| City, State _____ | | |
| Telephone #: _____ | | |
| Fax #: _____ | | |
| 2. Years of this individual's experience in servicing similar accounts: _____ | | |
| 3. Identify similar accounts this individual has serviced (Include name and contact numbers) | | |
| Account | Contact Name | Contact Phone |
| | | |
| | | |
| | | |

The bidder must disclose the unit manufacture and assembly location below:

| | |
|-----------------------------------|--|
| Manufacture and Assembly Location | |
| Bidder's Name and FEIN: | |
| Name: _____ | |
| Address: _____ | |
| City, State: _____ | |
| Telephone #: _____ | |
| Fax #: _____ | |

4.4.2.2 Reference Data Sheets - Satisfactory Customer Service

Supply the name(s) of present customers you are servicing for contracts of a similar size and scope to those required by this RFP. Please also indicate the number of Thermal Imaging cameras of the same model being bid that have been purchased by these customers. Please copy this form as many times as necessary to demonstrate a high degree of experience with the camera being bid. Must demonstrate at least 50 cameras in use by fire departments.

| Bidder Reference Data Sheet | |
|---------------------------------------|-----------------------------|
| Bidder's Name and FEIN | |
| 1. Customer Name: | Location: |
| 1 st individual | Phone # |
| 2 nd individual | Phone # |
| Length of relationship | Dates of relationship: |
| Annual Value for most recent contract | Year: |
| Camera type and Model: | # Cameras sold to Customer. |
| | |
| 2. Customer Name: | Location: |
| 1 st individual | Phone # |
| 2 nd individual | Phone # |
| Length of relationship | Dates of relationship: |
| Annual Value for most recent contract | Year: |
| Camera type and Model: | # Cameras sold to Customer. |
| | |
| 3. Customer Name: | Location: |
| 1 st individual | Phone # |
| 2 nd individual | Phone # |
| Length of relationship | Dates of relationship |
| Annual Value for most recent contract | Year |
| 4. Customer Name: | Location: |
| 1 st individual | Phone # |
| 2 nd individual | Phone # |
| Length of relationship | Dates of relationship |

| | |
|---------------------------------------|----------------------------|
| Annual Value for most recent contract | Year |
| Camera type and Model: | # Cameras sold to Customer |

4.4.2.3 Mandatory Contractor Data Sheet - Terminated Contracts

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

| Mandatory Contractor Sheet – Terminated Contracts | |
|---|------------------------|
| Bidder's Name and FEIN: | |
| 1. Customer Name | Location |
| Contact person | Phone # |
| Reason for termination | Phone # |
| Date of Termination | Length of relationship |
| Annual Value for most recent contract | Year |
| | |
| 2. Customer Name | Location |
| Contact person | Phone # |
| Reason for termination | Phone # |
| Date of Termination | Length of relationship |
| Annual Value for most recent contract | Year |
| | |
| 3. Customer Name | Location |
| Contact person | Phone # |
| Reason for termination | Phone # |
| Date of Termination | Length of relationship |
| Annual Value for most recent contract | Year |

4.4.2.4 Samples

Products offered must be in accordance with this RFP. Bid samples for pricing lines 00001-00004 for evaluation and testing purposes must be made available at no charge and delivered to Department of Community Affairs Division of Fire Safety, at the bidder's expense. Bidders must, within 10 working days following a request from the State, submit bid samples to the Department of Community Affairs Division of Fire Safety. Bid samples will not be returned. The Department of Community Affairs Division of Fire Safety will conduct laboratory tests to assure that the bid samples submitted for pricing lines 00001-00004 conform to this RFP. The State reserves the right to perform any tests necessary to assure that the bid samples conform to this RFP pricing lines 00001-00004. The testing results of the State are final.

4.4.2.5 Financial Capability of the Bidder

Within five days of a request by the State, 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 Price Sheet

The bidder is to submit its pricing on the price sheet which appears on the bidding opportunities web page as a separate document. The bidder may bid on anyone type of camera or both. The bidder must bid on both the camera and the optional accessory for each type bid. Failure to bid on both lines for a camera type may result in rejection of that portion of the bid.

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.

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

If the bidder's business registration is current. The bidder may print the certificate from the following website: https://www6.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp

Just enter the first four letters of the company name and the Federal Id number. Add a 0 to the end of the number as it requires 12 digits.

5.4 Contract Term and Extension Option

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

5.5 Contract Transition

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

5.6 Availability of Funds

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

5.7 Contract Amendment

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

5.8 Procedural Requirements and Amendments

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

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

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

5.9 Items Ordered and Delivered

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

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

5.10 Disclosure of Product Composition

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

5.11 Remedies for Non-Performance

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

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.

5.13 Performance Bond

Not applicable to this procurement.

5.14 Claims

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

5.15 Contract Activity Report

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

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.

5.16 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:

5.16.1 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.

5.16.2 Breach of Terms of Executive Order 134 Deemed Breach of Contract

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

5.16.3 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. Accordingly, the Business Entity shall submit with its bid proposal Executive Order 134 Certification(s) in the form set forth in [Appendix 3](#) attached hereto, certifying that no contributions prohibited by Executive Order 134 have been made by the Business Entity. A separate Certification is required for each person or organization defined above as a Business Entity. Failure to submit the Certification(s) with the Bid Proposal shall be cause for automatic rejection of the bid proposal.

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall report 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. A separate Disclosure is required for each person or organization defined above as a Business Entity. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall receive a copy of the disclosure form and shall submit to the Division, in care of the Purchase Bureau Buyer, the Disclosure(s) within five (5) business days of the State’s request.

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. A copy of the Continuing Disclosure of Political will be sent to the intended awardee(s) with the notice of intent to award. A separate disclosure is required for each person or organization defined above as a business entity.

5.16.4 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.

6.0 PROPOSAL EVALUATION/CONTRACT AWARD

6.1 Contract Evaluation Criteria

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

For evaluation purposes only, the total weighted price of camera and optional accessory will be used for each group. Type A camera with optional line item accessory will be evaluated as one group. Type B camera with optional line item accessory will be evaluated as one group. Each group will be awarded separately.

The camera price will be valued as 95% of the group price and the optional accessory price will be valued as 5% of the group price. The calculated weighted price used for evaluation will be determined as follows:

Weighted camera price shall be bid price x 1.95
Weighted accessory price shall be bid price x 1.05

The total of both weighted prices will be used in the price analysis.

The contract prices shall be the net prices as submitted by the successful bidder.

6.1.2 Experience of the Bidder

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

A single award shall be made, separately, for each type of thermal imaging camera along with the corresponding optional accessory with reasonable promptness by written notice to that responsible bidder whose bid, conforming to the RFP, will be most advantageous to the State, price, and other factors considered. Any or all bids may be rejected when the State Treasurer or the Director of the Division of Purchase and Property determines that it is in the public interest to do so.

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*)

7.2 Appendices

1. [New Jersey Standard Terms and Conditions](#)
2. [Set-Off for State Tax Notice](#)
3. [Executive Order 134 Certification](#)

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: 04-X-00000

BIDDER: _____

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

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

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

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

COMPLETE ALL QUESTIONS BELOW

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

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

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

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

ATTACHMENT 2 - MACBRIDE PRINCIPLES FORM

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

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

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

- _____ has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or
- _____ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

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

Signature of Bidder

Name (Type or Print)

Title Name (Type or Print)

Name of Company Name (Type or Print)

Date

ATTACHMENT 3 – AFFIRMATIVE ACTION SUPPLEMENT

| | |
|---|--|
| AFFIRMATIVE ACTION | TERM CONTRACT - ADVERTISED BID PROPOSAL |
| DEPT OF THE TREASURY DIVISION OF PURCHASE & PROPERTY STATE OF NEW JERSEY 33 WEST STATE STREET, 9TH FLOOR PO BOX 230 TRENTON, NEW JERSEY 08625-0230 | BID NUMBER: 04-X-00000 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 AWARDDING CONTRACT: | | CITY STATE ZIP CODE |

OFFICIAL USE ONLY

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

SECTION B - EMPLOYMENT DATA

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

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

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

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

SECTION C - SIGNATURE AND IDENTIFICATION

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

ATTACHMENT 4 - COOPERATIVE PURCHASING FORM

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

IMPORTANT NOTICE

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

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

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

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

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

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

VOLUNTEER FIRST AID SQUADS AND RESCUE

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

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

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

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

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

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

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

YES _____ NO _____

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

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

ATTACHMENT 5 - RECIPROCITY FORM

RECIPROCITY FORM
(Optional Submission)

IMPORTANT NOTICE TO ALL BIDDERS

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

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

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

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

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

| | |
|----------------------|--|
| City /Town/Authority | |
| County | |
| State | |

Documentation Attached

Resolution

Notice to Bidder

Regulations/Laws

Other _____

Name of Firm Submitting this information _____

**ATTACHMENT 6
NOTICE OF INTENT TO SUBCONTRACT FORM
SUBCONTRACTOR UTILIZATION PLAN FORM**

REQUIRED SUBMISSION

STATE OF NEW JERSEY
DIVISION OF PURCHASE AND PROPERTY (DPP)

NOTICE OF INTENT TO SUBCONTRACT FORM

THIS **NOTICE OF INTENT TO SUBCONTRACT** FORM MUST BE COMPLETED AND INCLUDED AS PART OF EACH BIDDER'S PROPOSAL. FAILURE TO SUBMIT THIS FORM WILL BE CAUSE FOR REJECTION OF THE BID AS NON-RESPONSIVE.

| | |
|----------------------------|-------------------------|
| DPP Bid Number: | DPP Solicitation Title: |
| Bidder's Name and Address: | |

INSTRUCTIONS: PLEASE CHECK ONE OF THE BELOW LISTED BOXES:

If awarded this contract, I will engage subcontractors to provide certain goods and/or services.

ALL BIDDERS THAT INTEND TO ENGAGE SUBCONTRACTORS MUST ALSO SUBMIT A COMPLETED AND CERTIFIED **SUBCONTRACTOR UTILIZATION PLAN** WITH THEIR BID PROPOSALS.

If awarded this contract, I do not intend to engage subcontractors to provide any goods and/or services.

ALL BIDDERS THAT DO NOT INTEND TO ENGAGE SUBCONTRACTORS MUST ATTEST TO THE FOLLOWING CERTIFICATION:

I hereby certify that if the award is granted to my firm and if I determine at any time during the course of the contract to engage subcontractors to provide certain goods and/or services, pursuant to Section 3.11 of the Standard Terms and Conditions, I will submit the **Subcontractor Utilization Plan (Plan)** for approval to the Division of Purchase and Property in advance of any such engagement of subcontractors. Additionally, I certify that in engaging subcontractors, I will make a good faith effort to achieve the subcontracting set-aside goals established for this contract, and I will attach to the **Plan** documentation of such efforts in accordance with NJAC 17:13-4 and the **Notice to All Bidders**.

PRINCIPAL OF FIRM:

(Signature)

(Title)

(Date)

REQUIRED SUBMISSION IF BIDDER INTENDS TO SUBCONTRACT

| | |
|---|---|
| STATE OF NEW JERSEY \ DIVISION OF PURCHASE AND PROPERTY (DPP) SUBCONTRACTOR UTILIZATION PLAN (REFERENCED IN RFP STANDARD TERMS AND CONDITIONS) | DPP Bid No.: _____ |
| NOTE: If utilizing subcontractors, failure to submit this properly completed form will be sufficient cause for rejection of the bid as non-responsive. | DPP Solicitation Title: _____ |
| Bidder's Name and Address: _____ _____ | • Bidder's Telephone No.: _____ • Bidder's Contact Person: _____ |

INSTRUCTIONS: List all businesses to be used as subcontractors. This form may be duplicated for extended lists.

| SUBCONTRACTOR'S NAME ADDRESS, ZIP CODE TELEPHONE NUMBER AND VENDOR ID NUMBER | REGISTERED WITH NJ COMMERCE AND ECONOMIC GROWTH COMMISSION * | | | TYPE(S) OF GOODS OR SERVICES TO BE PROVIDED | ESTIMATED VALUE OF SUBCONTRACTS |
|---|--|----|-----|---|--|
| | SMALL BUSINESS CATEGORY | | | | |
| | I | II | III | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

* For those Bidders listing Small Business Subcontractors: Attach copies of NJ Commerce & Economic Growth Commission registration for each subcontractor listed. If bidder has not achieved established subcontracting set-aside goals, also attach documentation of good faith effort to do so in the relevant category in accordance with NJAC17:13-4 and the Notice to All Bidders.

I hereby certify that this Subcontractor Utilization Plan (Plan) is being submitted in good faith. I certify that each subcontractor has been notified that it has been listed on this Plan and that each subcontractor has consented, in writing, to its name being submitted for this contract. Additionally, I certify that I shall notify each subcontractor listed on the Plan, in writing, if the award is granted to my firm, and I shall make all documentation available to the Division of Purchase and Property upon request.

I further certify that all information contained in this Plan is true and correct and I acknowledge that the State will rely on the truth of the information in awarding the contract.

PRINCIPAL OF FIRM:

_____ (Signature) _____ (Title) _____ (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. As mandated by this bid, failure to submit a copy of the Business Registration Certificate within the bid proposal will 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-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.

- 1.6 **OWNERSHIP DISCLOSURE** - Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.
- 1.7 **COMPLIANCE - LAWS** - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.
- 1.8 **COMPLIANCE - STATE LAWS** - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.
- 1.9 **COMPLIANCE - CODES** - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.

2. LIABILITIES

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

STATE OF NEW JERSEY
Purchase Bureau – Bid Ref. #

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

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

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

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

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

3. TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU

- 3.1 **CONTRACT AMOUNT** - The estimated amount of the contract(s), when stated on the Advertised Request for Proposal form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.
- 3.2 **CONTRACT PERIOD AND EXTENSION OPTION** - If, in the opinion of the Director of the Division of Purchase and Property, it is in the best interest of the State to extend an contract

entered into as a result of this Request for Proposal, the contractor will be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the contract. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

3.3 BID AND PERFORMANCE SECURITY

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

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

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

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

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

3.5 TERMINATION OF CONTRACT

- a. For Convenience

Notwithstanding any provision or language in this contract to the contrary, the Director may terminate at any time, in whole or in part, any contract entered into as a result of this Request

for Proposal for the convenience of the State, upon no less than 30 days written notice to the contractor.

b. For cause:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.15 DIRECTOR'S RIGHT OF FINAL BID ACCEPTANCE - The Director reserves the right to reject any or all bids, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the vendor or vendors

best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie bids will be awarded by the Director in accordance with N.J.A.C.17:12-2.1D.

- 3.16 BID ACCEPTANCES AND REJECTIONS** - The provisions of N.J.A.C. 17:12-2.9, relating to the Director's right, to waive minor elements of non-compliance with bid specifications and N.J.A.C. 17: 12- 2.2 which defines causes for automatic bid rejection, apply to all proposals and bids.
- 3.17 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES** - The State reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.

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

- 3.18 STATE'S RIGHT TO REQUEST FURTHER INFORMATION** - The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the, bidder s financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain, in detail, how the bid price was determined.
- 3.19 MAINTENANCE OF RECORDS** - The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the, State upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.

4. TERMS RELATING TO PRICE QUOTATION

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX 3 – EXECUTIVE ORDER 134 CERTIFICATION

**Effective October 15, 2004
Executive Order 134 Certification**

Bidder: _____

Solicitation Number: _____

For the purpose of this Certification:

“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. A separate certification is required for each person or organization defined above as a Business Entity.

“Contribution” – means a Contribution reportable by the recipient under the “New Jersey Campaigns 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. 19:25-10.1 et seq. Currently, Contributions in an amount 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.

I hereby certify as follows:

1. Commencing on and after October 15, 2004, the below named person, company or organization has not solicited or made any Contribution of money, pledge of Contribution, including in-kind Contributions, as set forth below that would bar the award of a contract to the Bidder, pursuant to the terms of Executive Order 134, signed by Governor James E. McGreevey on September 22, 2004 (hereafter “E.O. 134”).

a) Within the 18 months (from October 15, 2004) immediately preceding the Solicitation, the Business Entity has not made a Contribution to:

- (i) Any candidate committee and/or election fund of any candidate for or current holder of the public office of Governor; or
- (ii) Any State or county political party committee

b. Effective October 15, 2004, during the term of office of the current Governor, the Business Entity has not made a Contribution to

- (i) Any candidate committee and/or election fund of the Governor; or
- (ii) Any State or county political party committee nominating such Governor in the election preceding the commencement of said Governor's term.

c) Effective October 15, 2004, within the 18 months immediately preceding the last day of the term of office of the Governor, the Business Entity has not made a Contribution to

- (i) Any candidate committee and/or election fund of the Governor; or
- (ii) Any State or County political party committee of the political party nominating such Governor in the last gubernatorial election preceding the election. In the event such a Contribution has been made, the Business Entity will be barred from receiving the award of a contract throughout the remaining term of the current Governor and the full term of the next Governor.

2. If the Bidder is awarded a contract pursuant to the solicitation for this bid proposal, the below-named person or organization will, on a continuing basis, continue to report any Contributions it makes during the term of the contract, and any extension(s) thereof.
3. This certification is submitted to the Division of Purchase and Property (the "Division") in order to induce the Division to accept the Bidder's bid proposal, with knowledge that the Division is relying on the truth of the statements contained herein, and that compliance with EO 134 is a material term of any contract awarded pursuant to the solicitation for this bid proposal.

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.

Company or Organization: _____

By: _____ Date: _____

Print Name: _____

Title: _____

Relationship to Contractor (check one):

- | | |
|---|--|
| <input type="checkbox"/> Officer or other authorized representative | <input type="checkbox"/> Principal |
| <input type="checkbox"/> Political Organization | <input type="checkbox"/> Spouse or child |
| <input type="checkbox"/> Subsidiary | |

