



Request for Proposal 07-X-39049

For: Gases, Medical, Specialty and Industrial, T-0081

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	10-06-06	5:00 PM
Mandatory Pre-bid Conference (Refer to RFP Section 1.3.3 for important details about the new electronic bid option.)	Not Applicable	
Mandatory Site Visit (Refer to RFP Section 1.3.3 for more information.)	Not Applicable	
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	10-17-06	2:00 PM

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

Small Business Set-Aside (Refer to RFP Section 4.4.2.2 for more information.)	Status <input checked="" type="checkbox"/> Not Applicable	Category <input type="checkbox"/> I
	<input type="checkbox"/> Entire Contract	<input type="checkbox"/> II
	<input type="checkbox"/> Partial Contract	<input type="checkbox"/> III
	<input type="checkbox"/> Subcontracting Only	

RFP Issued By

State of New Jersey
Department of the Treasury
Division of Purchase and Property
Trenton, New Jersey 08625-0230

Using Agency/Agencies

State of New Jersey
Cooperative Purchasing Members

Date: September 21, 2006

Table of Contents

T-0081, Gases, Medical, Specialty & Industrial

1.0 INFORMATION FOR BIDDERS	4
1.1 PURPOSE AND INTENT	4
1.2 BACKGROUND.....	4
1.3 KEY EVENTS	4
1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD	4
1.3.2 SUBMISSION OF BID PROPOSAL	4
1.4 ADDITIONAL INFORMATION.....	5
1.4.1 ADDENDA: REVISIONS TO THIS RFP.....	5
1.4.2 BIDDER RESPONSIBILITY	5
1.4.3 COST LIABILITY	5
1.4.4 CONTENTS OF BID PROPOSAL.....	5
1.4.5 PRICE ALTERATION.....	6
1.4.6 JOINT VENTURE.....	6
1.5 PRICE LIST AND/OR CATALOG PRICING.....	6
2.0 DEFINITIONS	7
2.1 GENERAL DEFINITIONS.....	7
2.2 CONTRACT SPECIFIC DEFINITIONS	7
3.0 COMMODITY DESCRIPTION/SCOPE OF WORK	8
A - LABEL REQUIREMENTS & GAS QUALITY	8
B - GAS CATEGORIES.....	8
3.1 <i>CATEGORY ONE (1) - MEDICAL GASES</i>	9
3.2 <i>CATEGORY TWO (2) - AUDIT GASES</i>	9
3.3 <i>CATEGORY THREE (3) - GENERAL PURPOSE & HIGH PURITY GASES</i>	11
3.4 <i>CATEGORY FOUR (4) - WELDING GASES</i>	12
3.5 CONCENTRATION & PURITY.....	13
3.6 GAS CYLINDERS	13
3.7 GAS CYLINDER PURCHASES - DUE TO DAMAGES.....	13
3.8 RENTAL & SPECIAL CONDITIONS	14
3.9 FREIGHT CHARGES.....	14
3.10 DELIVERY.....	14
4.0 BID PROPOSAL PREPARATION AND SUBMISSION	15
4.1 GENERAL	15
4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION.....	15
4.3 NUMBER OF BID PROPOSAL COPIES.....	15
4.4 BID PROPOSAL CONTENT	15
4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL	15
4.4.1.1 SIGNATORY PAGE.....	15
4.4.1.2 OWNERSHIP DISCLOSURE FORM.....	15
4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER	15
4.4.2 PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL.....	16
4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE	16
4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.....	16
4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION	16
4.4.3.2 AFFIRMATIVE ACTION.....	16
4.4.4 SUBMITTALS.....	16
4.4.4.1 BIDDER EXPERIENCE - DATA SHEETS	16
4.4.5 FINANCIAL CAPABILITY OF THE BIDDER	16
4.4.6 PRICING	17
4.4.7 PRICING GROUPS.....	17

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS	17
5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS.....	17
5.2 CONTRACT TERM AND EXTENSION OPTION	18
5.3 CONTRACT TRANSITION.....	18
5.4 CONTRACT AMENDMENT	18
5.5 CONTRACTOR'S WARRANTY	18
5.6 ITEMS ORDERED AND DELIVERED.....	18
5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS.....	19
5.8 MANUFACTURING/PACKAGING REQUIREMENTS.....	19
5.9 CLAIMS	19
5.10 CONTRACT ACTIVITY REPORT	19
6.0 PROPOSAL EVALUATION	20
6.1 CONTRACT EVALUATION.....	20
6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL.....	20
6.3 BID DISCREPANCIES	20
7.0 CONTRACT AWARD	20
7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD	21
7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134).....	21
7.1.1.1 DEFINITIONS	21
7.1.1.2 BREACH OF TERMS OF THE LEGISLATION.....	21
7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS.....	21
7.1.1.4 STATE TREASURER REVIEW	22
7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271.....	22
7.2 FINAL CONTRACT AWARD	22
7.3 INSURANCE CERTIFICATES	22
8.0 CONTRACT ADMINISTRATION	22
8.1 CONTRACT MANAGER	22
8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES.....	23
8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER	23

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. The purpose of this RFP is to solicit bid proposals for Gases, Medical, Specialty and Industrial, to be used by State Agencies and Cooperative Purchasing Participants statewide.

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

The NJ Standard Terms and Conditions version 01-20-06 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 them unless the RFP specifically indicates otherwise.

1.2 BACKGROUND

This is a reprocurement of the **Gases, Medical, Specialty and Industrial** term contract, presently due to expire on **October 31, 2006**. Bidders who are interested in the current contract specifications and pricing information may review the current contract T-0081 at <http://www.state.nj.us/treasury/purchase/noa/contracts/t0081.shtml>

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Purchase Bureau will accept questions and inquiries from all potential bidders electronically via web form. To submit a question, please go to Current Bid Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>

Questions should be directly tied to the RFP and 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.

Bidders are not to contact the Using Agency directly, in person, by telephone or by email, concerning this RFP.

The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Addenda to this RFP, if any, will be posted on the Purchase Bureau website after the cut-off date (see Section 1.4.1. of this RFP for further information.)

1.3.2 SUBMISSION OF BID PROPOSAL

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

**BID RECEIVING ROOM - 9TH FLOOR
PURCHASE BUREAU
DIVISION OF PURCHASE AND PROPERTY
DEPARTMENT OF THE TREASURY
33 WEST STATE STREET, P.O. BOX 230
TRENTON, NJ 08625-0230**

Directions to the Purchase Bureau can be found at the following web address:

<http://www.state.nj.us/treasury/purchase/directions.shtml>

Note: Bidders using USPS Regular or Express mail services should allow additional time since USPS mail deliveries are not delivered directly to the Purchase Bureau.

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: 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. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, SELECT THE BID NUMBER ON THE 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 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.

1.4.3 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.

1.4.4 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 *et seq.*, and the common law. If the State proposes to negotiate and/or pursue a Best and Final Offer, bid proposals will not be made public until the Letter of Intent to Award is issued.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.**

All bid proposals, with the exception of information determined by the State or the Court to be proprietary, are available for public inspection after the Letter of Intent to Award is issued. At such time, interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

1.4.5 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 from being made to the bidder.

1.4.6 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, Disclosure of Investigations and Actions Involving Bidder, Affirmative Action Employee Information Report, MacBride Principles Certification, and Business Registration or Interim Registration must be supplied for each party to a joint venture.

1.5 PRICE LIST AND/OR CATALOG PRICING

In regard to Price lines 00001, 00002 and 00048 in the Price List/Catalog to be labeled as the New Jersey State Price Lists or New Jersey State Catalog; the bidder's signature guarantees that prices set forth within the manufacturer's preprinted price lists and/or catalogs will govern for the period of the contract. The bidder also acknowledges that, notwithstanding any reference to price escalation clauses, FOB shipping point, and shipping charges contained in the preprinted price lists, catalogs, and/or literature, such references will not be part of any State contract awarded as a result of this RFP.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

The following definitions will 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 after contract award. An amendment is not effective until signed by the Director, Division of Purchase and Property or his/her designee.

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.

Joint Venture – A business undertaking by two or more entities to share risk and responsibility for a specific project.

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.

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

State - State of New Jersey

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

2.2 CONTRACT SPECIFIC DEFINITIONS

Cylinder Designation - Denotes that identification (alpha/numeric) that manufacturers and or suppliers of gas use to identify specific cylinders, in which gas is supplied and delivered.

U.S.P Standards - Denotes the United States Pharmacopeia (USP) the official public standards-setting authority for all prescription and over-the-counter medicines, dietary supplements, and other healthcare products manufactured and sold in the United States. U.S.P. Standard Specifications are and must be labeled as such for all medical gases in this RFP.

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

A - LABEL REQUIREMENTS & GAS QUALITY

Each container shall have a label, referred to in this RFP as the "NJ State Label", meeting United States, Department of Transportation requirements along with contents, including concentrations and size designation of cylinder. In addition to labeling containers with the standard DOT labels, each cylinder is to be labeled with the agency and unit to which they are delivered. Labels must be coated with permanent pressure sensitive adhesive, to insure that they do not fall off during the period of time they are in State custody.

NOTE: All Cylinders shall have a date on the NJ State Label noted above, indicating expiration date, or date the gas would be expected to have deteriorated to the point that the contents contained therein are outside the required standards set out in this RFP. The expiration date must be a minimum of twelve months from the date of delivery to the Agency

EXAMPLE:

- NJ State Label for cylinders delivered to New Jersey Department of Environmental Protection, Bureau of Air Monitoring, should be labeled "NJDEP-Bureau of Air Monitoring" along with gas name and concentrations, contents and expiration date of gas.
- NJ State Label for cylinders being delivered to the New Jersey Motor Vehicle Commission should be labeled "MVC" along with gas name and concentration, contents and expiration date.
- The NJ State Label for cylinders being delivered to Brick Township, Streets Department are to be labeled "Brick Twp, Streets Dept" along with gas name and concentration, contents and expiration date.

All gases covered in contracts resulting from this RFP must be of the quality specified. Certification must be submitted upon request.

Gases named below have specific price lines listed on the "State Price Lines". Prices for all gases will be fixed for the contract period and these prices must be entered on the State Price Lines to be considered a valid bid.

B - GAS CATEGORIES

RFP Price Lines #00003 through #00043 will be used for specific named gases. The named gases are found in the following categories:

- Category One.....Medical Gases
- Category Two.....Audit Gases
- Category Three.....General Purpose, Misc. & High Purity Gases
- Category Four.....Welding Gases.

Price Lines are to be completed fully, including Cubic Feet in each size cylinder bid and the company ID or designation and/or size code for each of the four cylinder sizes bid.

Price Lines 00001 and 00002

Bidder shall supply a Price List/Catalog showing gases supplied in cylinders and bulk pricing with discount from the catalog or price list. ONLY GASES may be purchased from lines #00001 & #00002.

- a) The Price List/Catalog shall be called and labeled the "New Jersey State Price/Catalog List."
- b) Price Line #00001 will be for non-specific gases in supplied in bulk. These bulk gases may be from any category delineated below or other gases as required by the using agencies.
- c) Price line #00002 is reserved for gases in cylinders. These gases may be from any category of gas that is not specifically mentioned in section 3 or gases in small or extra small cylinders where the purchasing agency desires to own the cylinder outright rather than rent the cylinder.

NOTE: The purchase of these small and extra small sizes would be financially justified if low usage would require long term rental of the same cylinder.

- d) Price and all other terms will remain fixed for the contract term. The "NJ State Catalog/Price List" supplied/submitted with this bid will be used for the term of the contract, except where price increase is specifically allowed.

NOTE: Contractors will maintain sufficient supply of "New Jersey State Catalog/Price Lists" so that agency requests for prices can be supplied along with copies of the "New Jersey State Catalog/Price Lists".

3.1 CATAGORY ONE (1) - MEDICAL GASES

Medical Gases are supplied in cylinders; see Price Lines #00003 through #00008 attached to this RFP. All Medical Gases specified in this RFP (or in the required NJ State Catalog/Price List) must meet U.S.P. Standards.

3.1.1 Oxygen – O₂

3.1.2 Carbon Dioxide – C O₂

3.1.3 Nitrous Oxide - N₂O

3.1.4 Nitrogen – N₂

3.1.5 Air – N₂, O₂ - Mixed between 76.5% to 80.5% N₂ and 19.5% to 23.5% O₂

3.1.6 Carbon Dioxide in Oxygen – 3% CO₂, 97% O₂

3.2 CATEGORY TWO (2) - AUDIT GASES

For Departments of Transportation (DOT) & Environmental Protection (DEP) and the Motor Vehicle Commission (MVC)

3.2.1 AIR - Vehicle Emission Zero Grade (DEP) - Size 40 LB & 80 AL

(within industry standards) Per 40 CFR Part 86.114, Maximum impurity

- <or= 1.0 PPM Carbon Response
- <400 PPP Carbon Dioxide (CO₂)
- <0.1 PPM Nitric Oxide (NO)
- Oxygen O₂ Mode 12-21 mole%

3.2.2 Zero Audit Gas (DEP & MVC) – Size 80 AL

Containing the following:

- Oxygen (O₂) @ 20.7% (if O₂ is desired)
- Hydrocarbons (HC) @ < 0.1 PPM (THC)
- Carbon Monoxide (CO) @ < 0.5 PPM
- Carbon Dioxide (CO₂) @ < 1 PPM
- Nitric Oxide (NO) @ < 0.1 PPM
- Balance is Nitrogen (N₂) – 99.99% Pure

3.2.3 Low Range Audit Gas (DEP - MVC) - (DOT-BAR97 Low Range w/NO) Size 80 AL

Containing the following: (0% O₂)

- Hydrocarbons (HC) @ 200 PPM Balance is Nitrogen (N₂) @ 99.99% Pure
- Carbon Monoxide (CO) @ 0.5 % Carbon Dioxide (CO₂) @ 6.0%
- Nitric Oxide (NO) @ 300 PPM
- Analytical Accuracy 1% - Blend Tolerance 2%

3.2.4 Low Middle Audit Gas (DEP - MVC) - (DOT - BAR97 Low Mid Range w/NO) Size 80 AL

Containing the following: (0% O₂)

Hydrocarbons (HC) @ 960 PPM
Carbon Monoxide (CO) @ 2.4%
Carbon Dioxide (CO₂) @ 3.6%
Nitric Oxide (NO) @ 900 PPM
Balance is Nitrogen (N₂) - 99.99% Pure
Analytical Accuracy 1% - Blend Tolerance 2%

3.2.5 High Middle Audit Gas (DEP – MVC) (DOT - BAR97 Mid Range w/NO) Size 80 AL

Containing the following: (0% O₂)

Hydrocarbons (HC) @ 1,920 PPM
Carbon Monoxide (CO) @ 4.8%
Carbon Dioxide (CO₂) @ 7.2%
Nitric Oxide (NO) @ 1,800 PPM
Balance is Nitrogen (N₂) - 99.99% Pure
Analytical Accuracy 1% - Blend Tolerance 2%

3.2.6 High Audit Gas (DEP - MVC) (DOT - BAR97 High Range w/NO) Size 80 AL

Containing the following: (0% O₂)

Hydrocarbons (HC) @ 3,200 PPM
Carbon Monoxide (CO) @ 8.0%
Carbon Dioxide (CO₂) @ 12.0%
Nitric Oxide (NO) @ 3,000 PPM
Balance is Nitrogen (N₂) - 99.99% Pure
Analytical Accuracy 1% - Blend Tolerance 2%

3.2.7 Flame Ionization Fuel (DEP)

Containing the Following:

Hydrogen (H₂) @ 40%
Helium (He) @ 60%
Total Hydrocarbons THC @ <0.5 PPM
236 CF Cylinder (bidder to specify exact amount if different size or CF)

3.2.8 Low Calibration (MVC) - Size 40 lb Cylinders)

Containing the following:

Propane (C₃H₈) @ 200 PPM
Carbon Monoxide (CO) @ 0.5%
Carbon Dioxide (CO₂) @ 6.0 %
Nitric Oxide (NO) @ 300 PPM
Balance is Nitrogen (N₂) - 99.99% Pure (O₂ Free)

3.2.9 Calibration Gas (MVC) - Size 2.2 lb Containers (DOT- BAR90 Mid Range)

Containing the following: (0% O₂)

Propane (C₃H₈) @ 1,200 PPM
Carbon Monoxide (CO) @ 4.0%
Carbon Dioxide (CO₂) @ 12.0%
Nitric Oxide (NO) @ 2000 PPM
Balance is Nitrogen (N₂) - 99.99% Pure

3.2.10 High Calibration Gas (MVC) – Size 40 lb Cylinders (DOT BAR97 High Range Audit Gas)

Containing the following: (0% O₂)

Propane (C₃H₈) @ 3,200 PPM
Carbon Monoxide (CO) @ 8.0%
Carbon Dioxide (CO₂) @ 12%
Nitric Oxide (NO) @ 3000 PPM
Balance is Nitrogen (N₂) - 99.99% Pure

3.2.11 Refrigerant R134a (DOT) – Size 30 lb Cylinders

Containing the following:

Chemical name: 1,1,1,2-tetrafluoroethane (HFC), CH₂FCF₃

3.3 CATEGORY THREE (3) – GENERAL PURPOSE & HIGH PURITY GASES

3.3.1 **Acetylene – Atomic Absorption**

Containing the Following:

Acetylene (C ₂ H ₂)	@ 99.6 % Purity
Oxygen (O ₂) + Methane (CH ₄)	@ < 4000 PPM
Phosphine (PH ₃)	@ < 20 PPM

3.3.2 **Air - Hydrocarbon Free – (Large)**

Containing the Following:

Carbon Monoxide (CO)	@ < 0.1 PPM
Carbon Dioxide (CO ₂)	@ < 0.1 PPM
Oxygen (O ₂)	@ 19.5 – 23.5%
Total Hydrocarbons	@ < 0.1 PPM
Water (H ₂ O)	@ < 3 PPM

3.3.3 **Argon (Ar) – Ultra High Purity – (Large)**

Containing the Following:

Argon (Ar)	@ 99.999% Pure
Carbon Dioxide (CO ₂)	@ < 1 PPM
Hydrogen (H ₂)	@ < 1 PPM
Nitrogen (N ₂)	@ < 4 PPM
Oxygen (O ₂)	@ < 1 PPM
Total Hydrocarbons	@ < 0.5 PPM
Water (H ₂ O)	@ < 3 PPM

3.3.4 **Carbon Dioxide (CO₂) (DEP) Analytical Accuracy 1% - Blend Tolerance 5%**

Containing the following (0% O₂)

Carbon Dioxide (CO ₂)	@ 12.0%
Balance Nitrogen (N ₂)	

3.3.5 **Carbon Monoxide in Air – (Small Size is EPA Protocol +or- 1%; Medium Size Certified +or- 2% accuracy)**

Containing the Following:

Carbon Monoxide (CO)	@ = 6 PPM
Balance Air	

3.3.6 **Carbon Monoxide in Air – (Small Size is EPA Protocol +or- 1%; Medium Size Certified +or- 2% accuracy)**

Containing the Following:

Carbon Monoxide (CO)	@ = 9 PPM
Balance Air	

3.3.7 **Carbon Monoxide in Air – (Small Size is EPA Protocol +or- 1%; Medium Size Certified +or- 2% accuracy)**

Containing the Following:

Carbon Monoxide (CO)	@ = 18 PPM
Balance Air	

3.3.8 **Carbon Monoxide in Air – (Small Size is EPA Protocol +or- 1%; Medium Size Certified +or- 2% accuracy)**

Containing the Following:

Carbon Monoxide (CO)	@ = 40 PPM
Balance Air	

3.3.9 **Helium – Research/Chromatography (Large) @ 99.9999% Pure**

Containing the Following:

Helium (He)			
Argon (Ar)	@ < 0.5 PPM	Oxygen (O ₂)	@ < 0.1 PPM
Neon (Ne)	@ < 0.5 PPM	Carbon Monoxide (CO)	@ < 0.1 PPM
Carbon Dioxide (CO ₂)	@ < 0.1 PPM	Hydrogen (H ₂)	@ < 0.5 PPM
Nitrogen (N ₂)	@ < 0.4 PPM		
Total Hydrocarbons	@ < 0.1 PPM		
Water (H ₂ O)	@ < 0.2 PPM		

3.3.10 Helium - Ultra High Purity (Large) @ 99.999% Pure

Containing the Following:

Carbon Monoxide (CO)	@ < 1 PPM
Oxygen (O ₂)	@ < 1 PPM
Water (H ₂ O)	@ < 2 PPM
Total Hydrocarbons	@ < 0.5 PPM
Nitrogen (N ₂)	@ < 5 PPM
Hydrogen (H ₂)	@ < 1 PPM

3.3.11 Nitrogen – Liquid – Low Pressure (Large)

Containing the Following:

Liquid Nitrogen (LN₂) @ 99.999% Pure .

3.3.12 Nitrogen (DEP - MVC)

Containing the following: Per 40 CFR Part 86.114 Maximum Impurities

Carbon Response	@ <or = to 1.0 PPM
Carbon Monoxide (CO)	@ <1.0 PPM
Carbon Dioxide (CO ₂)	@ <400 PPM

3.3.13 Nitric Oxide in Nitrogen (Medium Size EPA Protocol +or-1% accuracy)

Containing the Following: (0% O₂)

Nitric Oxide (NO)	@ 50 PPM with <0.1 PPM NO ₂
Balance Nitrogen (N ₂)	

3.3.14 Oxygen (Research Grade)

Containing the Following:

Oxygen (O ₂)	99.999% pure
Moisture	@ < 1.0 PPM (must specify actual value)

3.3.15 Sulfur Dioxide in Nitrogen (Small Size is EPA Protocol +or- 1% ; Medium Size Certified +or- 2% accuracy)

Containing the following:

SO ₂	@ 50 PPM
Balance Nitrogen (N ₂)	

3.3.16 Zero Compressed Air or “FID-AIR” (DEP)

Containing the following:

Total Hydrocarbons	@ < 1.0 PPM
Oxygen (O ₂)	@ 21-21%

3.4 CATEGORY FOUR (4) - WELDING GASES

NOTE: Each manufacturer/suppliers cylinders are to list on the price lines as shown. CF per cylinder and cylinder ID , for up to four sizes as shown on the Price Line Sheets.

3.4.1 Acetylene – (C₂H₂)

3.4.2 Argon – Ar 100%

3.4.3 Argon – Ar 75% / CO₂ 25%

3.4.4 Carbon Dioxide (CO₂)

3.4.5 Helium – (He)

3.4.6 Hydrogen - (H₂)

3.4.7 Nitrogen - (N₂)

3.4.8 Oxygen – (O₂)

3.5 CONCENTRATION & PURITY

The Concentrations and number of component gases may be subject to change by written notification by the Purchase Bureau or Bureau of Transportation Control's Project Manager and or the MVC.

The Calibration Gases shall have Zero Tolerance within each batch, with an analytical accuracy of plus or Minus 1%. Each subsequent shipment of calibration gas shall have zero (0) tolerance from the original shipment with plus or minus 1% analytical accuracy, unless specifically changed in writing in the RFP.

NOTE: Traceability: All of the AUDIT gases shall be traceable to National Institute of Standards and Technology (NIST) standards +/- 1%. Gases shall have a 2% blend tolerance.

NOTE: Contractors supplying Bar 97 gases shall, on request, supply proof that they are a certified Bar 97 suppliers.

3.6 GAS CYLINDERS

3.6.1. All cylinders used to deliver gases under contracts awarded from this RFP must be compatible/non-reactive with the gases enclosed. Vendors will warrantee that no gases will be delivered in any cylinder made from materials that will react or in any way degrade the content gases within the cylinders. Should a contractor deliver any cylinders, under contracts from this RFP, that are made from substances that react with or degrade the content gas, the entire order of these cylinders shall be replaced by the contractor, at no charge to the State.

3.6.2. All Agencies - cylinders to be equipped with a cap to protect the cylinder valve.

3.6.3. All Agencies - cylinders will meet U.S. Department of Transportation (DOT) applicable specifications.

3.6.4. All Agencies – cylinders shall have a stamped identification number and also, a New Jersey State Label indicating the contents and concentration of contents and expiration date.

3.6.5. All Agencies – Medical gases must meet U.S.P Standards and Specifications and be labeled with contents and concentrations of contents and New Jersey State Label indicating contents and concentration of contents and expiration date.

3.6.6. The successful vendor will be required to reconcile cylinder inventory with all accounts every three months. If the vendor fails to approach and resolve any discrepancy, the State's records will govern.

3.6.7. Cylinders/Cylinder Rentals will fall into the following four categories:

- ex.small
- small
- medium
- large.

3.7 GAS CYLINDER PURCHASES – DUE TO DAMAGES

The State will pay contractor for the loss of, or damage to, any cylinder/dewar resulting from a lack of ordinary care while in the custody of the State; however, this does not include damage due to normal use, such as handling and transportation of the containers. The Price the State will pay the contractor for such loss or damage will be based on the current catalog/price list price of the cylinder at the time the cylinder is damaged. Contractor will submit current manufacturers price list/catalog price for the cylinder to be replaced, with the actual cost to contractor for the cylinder. The request letter must give a full description and price, stating line number of price list/catalog and the page number of that line, in addition to a statement from the using agency/section admitting responsibility for the damage. After review the agency will determine if the submission is reasonable and complete, and will grant approval when all requirements are submitted. A damaged cylinder report for each agency will be delivered each month to the Contract Manager stating the exact item damaged, cylinder size, contents and any other pertinent information

relating to the damaged cylinder. At no time will the State pay for damage claims submitted for damage incurred more than 60 days prior to submission.

3.8 RENTAL & SPECIAL CONDITIONS

3.8.1. The State prefers that cylinders be loaned to the using agencies without charge. A price line has been provided for rental/demurrage charges. No charge will be permitted for the first month a cylinder is in the custody of the State.

RENT/DEMURRAGE CHARGE PER CYLINDER will commence on the first day of the month following actual delivery if delivery is made on or before the 15th day of the month. If delivery is made on or after the 16th day of a month, the delivery date will be adjusted and will be considered to have been made on the 1st day of the next calendar month; and therefore Rent/Demurrage may only be charged for the month following the adjusted delivery date.

EXAMPLE 1: A Cylinder is delivered to the State on April 20th (adjusted delivery date will be May 1st)
Rent/Demurrage will therefore start June 1st and will accrue for the month of June, and any month after June that the State continues to hold the specific cylinder.

EXAMPLE 2: A Cylinder is delivered to the State on July 10th (delivery date is considered July 1st)
Rent/Demurrage will therefore start August 1st and accrue for the month of August.

3.8.2. Contractors notified that a cylinder is ready for pick-up (as indicated in section 3.9.4) on or before the 15th day of the month will not be permitted to charge rental for any month thereafter.

3.8.3. Rentals shall fall into one of the following four sizes; ex.small, small, medium and large. Contractors will identify each cylinder with the contractor's id and which of the above sizes the cylinder falls into for rental purposes.

3.9 FREIGHT CHARGES

All deliveries must be made **FOB Destination**; the State will not accept COD shipments, or freight charges added to invoices submitted for deliveries of contract purchases, not-with-standing any statement to the contrary, in bidder's submission. This prohibition on additional charges includes fuel surcharges and any and all other additional charges a contractor submits that are not specifically allowed in this RFP.

3.10 DELIVERY

3.10.1. The vendor awarded a contract resulting from this RFP must be able to service and deliver to all geographic sections of the State of New Jersey.

3.10.2. It is required that delivery of requested medical gas product be made within a 24 hour period; circumstances may exist wherein a 48 hour period may be allowed by the using agency with prior Purchase Bureau Approval. Delivery addresses are to be provided on Purchase Order.

3.10.3. Bulk deliveries are to be made from metered trucks in accordance with State Law (All Agencies)

3.10.4. Empty cylinders will be picked up by the contractor within two (2) weeks of the requested date. Request for pickup will be made by phone or Facsimile transmission. Cylinders picked-up by the 15th of the month will not be subject to rental charges for that month, or months thereafter.

4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's signatory page, in preparing and submitting its bid proposal.

4.2 BID 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 signatory page

<http://www.state.nj.us/treasury/purchase/bid/summary/07x39049.shtml>. 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 ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 NUMBER OF BID PROPOSAL COPIES

The bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit **one (1) full, complete and exact copy** of the original. The copies requested are necessary in the evaluation of the bid proposal. A bidder 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 BID PROPOSAL CONTENT

4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x39049.shtml>. The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Form. A current 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 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x39049.shtml>.

4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

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

bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage
<http://www.state.nj.us/treasury/purchase/bid/summary/07x39049.shtml>.

4.4.2 PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

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

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

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage
<http://www.state.nj.us/treasury/purchase/bid/summary/07x39049.shtml>

4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.

4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/07x39049.shtml>.

4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to 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 located on the Advertised Solicitation, Current Bid Opportunities webpage
<http://www.state.nj.us/treasury/purchase/bid/summary/07x39049.shtml>.

4.4.4 SUBMITTALS

The bidder is required to submit with the bid package, a price list to be labeled as the New Jersey State Price List and or New Jersey State Catalog. In addition this list/catalog must be labeled with the date or ID number listed on price lines #1 and #2. This price list must be maintained in quantities sufficient to supply all State agencies and or Cooperative Purchasing Participants upon request.

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

4.4.4.1 BIDDER EXPERIENCE - DATA SHEETS

The bidder must provide all of the information requested in the Bidder's Data Packet located on the Advertised Solicitation, Current Bid Opportunities webpage:
<http://www.state.nj.us/treasury/purchase/bid/summary/07x39049.shtml>.

4.4.5 FINANCIAL CAPABILITY OF THE BIDDER

(Upon Request) In order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit two years of certified financial statements that include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

If the information is not supplied with the bid proposal, the State may still require the bidder to submit it. If the bidder fails to comply with the request within seven (7) business days, the State may deem the proposal non-responsive.

The bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with its Bid Proposal.

The State reserves the right to make the determination whether to accept the bidder's assertion of confidentiality and will advise the bidder accordingly.

4.4.6 PRICING

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

4.4.7 PRICING GROUPS

Due to the special nature of Audit Gases the agencies involved have determined that consistency and control requirements demand that a single vendor be awarded these gases. Bidders should be aware that the RFP has delineated four (4) groups of gases, and that Group Two (2) Audit Gases, will be awarded to a single, fully responsive bidder.

Group One (1), Group Three (3) and Group Four (4) will be awarded on a low price basis. Bidders receiving awards for gases in any group will also receive an award for State Price Lines #00001, #00002 and #00044 through #00048.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

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

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/07x39049.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and the NJ Standard Terms and Conditions version 05 09 06, and any Addendum to this RFP, the Addendum shall govern.

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

5.2 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 signatory page of this RFP:

<http://www.state.nj.us/treasury/purchase/bid/summary/07x39049.shtml>. 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 **Three (3) 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.**

5.3 CONTRACT TRANSITION

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

5.4 CONTRACT AMENDMENT

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

5.5 CONTRACTOR'S WARRANTY

- a) The Contractor is responsible for the quality, technical accuracy, timely completion and delivery of all deliverables and other services to be furnished by the Contractor under the Contract. The Contractor agrees to perform in a good, skillful and timely manner all services set forth in the Contract.
- b) The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services and deliverables furnished under the Contract. The approval of interim deliverables furnished under the Contract shall not in any way relieve the Contractor of fulfilling all of its obligations under the Contract. The acceptance or payment for any of the services rendered under the Contract shall not be construed as a waiver by the State or Agency, of any rights under the agreement or of any cause of action arising out of the Contractor's performance of the Contract.
- c) The acceptance of, approval of or payment for any of the services performed by the Contractor under the Contract shall not constitute a release or waiver of any claim the State or Agency, has or may have for latent defects or errors or other breaches of warranty or negligence.

5.6 ITEMS ORDERED AND DELIVERED

The **Using Agencies** are authorized to order and **the contractor/contractors** are authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agency [Agencies] reveals [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 as a basis to terminate the contract and/or as a basis not to award the contractor a 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.

5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

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 and/or authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

5.8 MANUFACTURING/PACKAGING REQUIREMENTS

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

5.8.2 All products shall be manufactured and packaged under modern sanitary conditions in accordance with federal and state law and standard industry practice.

5.8.3 All products are to be packaged in sizes as specified in this RFP and shall be packaged in such a manner as to ensure 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.

5.9 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.

5.10 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as required by in paragraph 3.19 of the NJ Standard Terms and Conditions version 05 09 06, located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/07x39049.shtml>, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include 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.

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

- Contractor's total sales volume to each purchaser under the contract, subtotaled by product, including, if applicable, catalog number and description, price list with appropriate page reference and/or contract discount applied.
- Total dollars paid to subcontractors.

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

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

Failure to report this mandated information will be a factor in future award decisions.

6.0 PROPOSAL EVALUATION

6.1 CONTRACT EVALUATION

The following criteria will be used to evaluate all bid proposals that meet the requirements of this RFP. The criteria are not listed in order of importance:

6.1.1 Price

6.1.2 Experience of the bidder

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

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

Prior to contract award and with the exception of scheduling a review of submitted bids, 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 with the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

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

The purpose of such communication with the 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 State's discretion whether to require the bidder to give an oral presentation or require the bidder to submit written responses to questions regarding its bid proposal. Action by the State 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 BID DISCREPANCIES

In evaluating bids:

- Discrepancies between words and figures will be resolved in favor of words.
- Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices.
- Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices.
- Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total.
- Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum of the column of figures.

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted N.J.S.A. 19:44A-20.13 – 25 on March 22, 2005 the “Legislation”), retroactive to October 15, 2004, superseding the terms of Executive Order 134. Pursuant to the requirements of the Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

7.1.1.1 DEFINITIONS

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

a) Contribution – means a contribution reportable as a recipient under “The New Jersey Campaign Contributions and Expenditures Reporting Act.” P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition of a business entity 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 section 527 of the Internal Revenue Code 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.

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

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 the Legislation, (ii)knowingly conceal or misrepresent a contribution given or received; (iii)make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv)make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v)engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (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 the Legislation; 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 the Legislation.

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

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

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

7.1.1.4 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.

7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor’s responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

7.2 FINAL CONTRACT AWARD

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

7.3 INSURANCE CERTIFICATES

The contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured.

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

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

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

8.1.1 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.

8.1.2 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.