



Request for Proposal 08-X-20174

For: Preventive Maintenance and Testing of Emergency Standby Generators-New Jersey State Police

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	02/25/2008	5:00 PM
Mandatory Pre-bid Conference	Not Applicable	
Mandatory Site Visit	Not Applicable	
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	03/11/2008	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.

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

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

Using Agency:

State of New Jersey
Department of Law & Public Safety
New Jersey State Police

Date: 02/05/2008

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the New Jersey State Police (NJSP). The purpose of this RFP is to solicit bid proposals for preventive maintenance and testing as well as repair services for emergency standby generators, automatic transfer switches, and load testing at various NJSP locations throughout the State.

The intent of this RFP is to award a contract 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.

It is the intent of this contract to provide for all yearly, normal preventive maintenance and testing to be included in the price submitted as a yearly all-inclusive task price (labor and parts included) Repair services shall be provided as separate all-inclusive hourly labor repair rates per the attached price sheets and RFP specifications. There shall be no mark up on replacement parts.

The NJ Standard Terms and Conditions version 07/27/07 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 Preventive Maintenance & Testing Emergency Generators State Police Locations term contract, presently due to expire on February 29, 2008. Bidders who are interested in the current contract specifications and pricing information may review the current contract (T-2269) at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

1.2.1 For purposes of this RFP, the State will be divided into three regions for the all-inclusive hourly rate repair rates. Counties comprising each region are indicated below:

NORTHERN REGION

Bergen, Essex, Hudson, Morris, Passaic, Sussex, Union, Warren Counties

CENTRAL REGION

Burlington, Hunterdon, Mercer, Middlesex, Monmouth, Ocean, Somerset Counties

SOUTHERN REGION

Atlantic, Camden, Cape May, Cumberland, Gloucester, Salem Counties

The bidder must bid on any one or more regions of the State as specified on the price lines, to be eligible for award. Each region is considered as a single unit and a bid proposal submitted for any region must include all counties in that region. Bid proposals submitted for less than a region or for individual counties will be rejected.

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.htm>.

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.

Procedural inquiries on this RFP may be directed to RFP.procedures@treas.state.nj.us. This e-mail address may also be used to submit requests to review bid documents. The State will not respond to substantive questions related to the RFP or any other contract via this e-mail address.

To submit an RFP or contract related question, go to the Current Bidding Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>.

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.

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.**

By signing the cover sheet of this RFP, the bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to State using agencies and cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

All bid proposals, with the exception of information determined by the State or the Court to be proprietary, are available for public inspection. 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 BID ERRORS

In accordance with N.J.A.C. 17:12-1.22, "Bid Errors," a bidder may withdraw its bid as follows:

A bidder may request that its bid be withdrawn prior to bid opening. Such request must be made, in writing, to the Supervisor of the Business Unit. If the request is granted, the bidder may submit a revised bid as long as the bid is received prior to the announced date and time for bid opening and at the place specified.

If, after bid opening but before contract award, a bidder discovers an error in its proposal, the bidder may make written request to the Supervisor of the Business Unit for authorization to withdraw its proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. Note: a PB-36 complaint form may be filed and forwarded to the Division's Contract Compliance and Administration Unit (CCAU) for handling. A record of the complaint will also be maintained in the Division's vendor performance file for evaluation of future bids submitted.

All bid withdrawal requests must include the bid identification number and the final bid opening date and sent to the following address:

Department of the Treasury
Purchase Bureau, PO Box 230
33 West State Street – 9th Floor
Trenton, New Jersey 08625-0230
Attention: Supervisor, Business Unit

If during a bid evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the bidder. The bidder will have five days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its bid shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the bidder's intention is not readily discernible from other parts of the bid proposal, the Director may seek clarification from the bidder to ascertain the true intent of the bid.

1.4.7 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.

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.

All-Inclusive Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

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.

Project – The undertaking or services that are the subject of this RFP.

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

State Contract Manager – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work as set forth in Sections 8.1, 8.1.1 and 8.1.2.

Subcontractor – An entity having an arrangement with a State contractor, where the State contractor uses the products and/or services of that entity to fulfill some of its obligations under its State contract, while retaining full responsibility for the performance of all of its [the contractor's]

obligations under the contract, including payment to the subcontractor. The subcontractor has no legal relationship with the State, only with the contractor.

Subtasks – Detailed activities that comprise the actual performance of a task.

Task – A discrete unit of work to be performed.

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

2.2 CONTRACT SPECIFIC DEFINITIONS

NJSP – The New Jersey State Police, Department of Law & Public Safety, Office of the Attorney General.

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

3.1 GENERAL REQUIREMENTS

3.1.1 The price submitted by the bidder shall be a yearly price which is to include three (3) preventive maintenance visits and one (1) building load test for a total of four (4) yearly visits as described in this section.

3.1.2 The all-inclusive task price for preventive maintenance shall include labor, travel time, parts and any necessary fluids (oil, coolant, conditioner, etc.) of all specified maintenance procedures in Section 3.2.

3.1.3 The contractor will sign in with the State Contract Manager or designee upon arrival and sign out when leaving the buildings. Failure to do so could result in forfeiture of payment for services rendered.

3.1.4 The State Contract Manager or designee must sign the contractor's field service slip. If the State Contract Manager or designee cannot be found, the contractor shall call 609-882-2000 x2640 and ask for help in locating a NJSP facility person from that building.

3.1.5 Should the contractor find at any time that existing conditions make modifications in requirements desirable, the contractor shall be promptly reported to the State Contract Manager for consideration and decision.

3.1.6 The contractor may be required to meet periodically with the State Contract Manager to discuss services.

3.1.7 All correspondence between the contractor and the State Contract Manager shall be in written format, via fax or email.

3.1.8 There will be a meeting with the successful contractor and the State Contract Manager prior to the start of the contract. At this time, the contractor will be required to submit a plan of operation.

3.1.9 During the first visit, the contractor must change the oil in all generators, take an oil sample of all generators, test oil and provide the State with test results. The first visit must take place within forty-five (45) days of contract award and must be scheduled with the agency representative.

3.1.10 It is understood that this contract does not include expenses to repair damage caused by abuse, accident, theft, acts of a third person, altering of equipment or forces.

3.2 PREVENTIVE MAINTENANCE PROCEDURES

3.2.1 First Preventive Maintenance Visit Checklist

1. Check engine coolant and add if low (up to one gallon included in task price).
2. Check indicator lights and lamps and replace as needed (parts included in task price).
3. Check and lubricate all linkages as needed.
4. Change engine oil and oil filter (parts included in task price).
5. Check radiator, hoses, etc, for leakage and pliability and replace if needed (replacement parts and labor shall be performed as Repair Work-Section 3.6 of the RFP).
6. Change fuel filter and air filter (parts included in task price).

7. Check for leaks of oil and fuel, check fuel and oil lines and connections (If required, replacement of these parts and labor shall be performed as Repair Work-Section 3.6 of the RFP).
8. Check and adjust idle speed and idle mixture.
9. Check proper block heater operation.
10. Governor- check oil level and add if needed (parts included in task price).
11. Re-route block heater house if necessary (Replacement parts and labor shall be performed as Repair Work-Section 3.6 of the RFP).
12. Clean and check distributor points, cap and rotor.
13. Check starter for proper cranking RPM and starter disconnect.
14. Inspect safety shutdown devices, simulating faults on low oil pressure, high water temp and overspend.
15. Inspect transfer switch for proper operation, check connections and settings, inspect mainline circuit breaker in accordance with manufacturer manual.
16. Run generator set (under load) and check voltage frequency and instrument systems. Adjust carburetor governor and voltage regulator if necessary.
17. Check all hardware, fittings clamps, fasteners, etc.
18. Add any fuel or oil conditioners if needed (parts included in task price).
19. Lubricate throttle, governor and chock linkage.
20. Check and adjust ignition timing.
21. Inspect governor brush holders and brushes, commutator and slip rings, rotating diodes, exciter and end bell-bearing.
22. Check and adjust for proper alignment and tension on all belts alternator, fan and governor and replace as needed (replacement parts and labor shall be performed as Repair Work-Section 3.6 of the RFP).
23. Inspect PVC valve and replace if needed (replacement parts and labor shall be performed as Repair Work-Section 3.6 of the RFP).
24. Inspect spark plugs and replace if needed (replacement parts and labor shall be performed as Repair Work-Section 3.6 of the RFP).
25. Check battery(s) and battery charger for proper operation and level of batter, clean battery cables. Replace batter if needed, replacement battery(s) shall have a 36-60 month warranty. (replacement parts and labor shall be performed as Repair Work-Section 3.6 of the RFP).
26. Check all oil hoses and replace if needed.
27. Check all gauges, switches, relays, contactors, solenoids, coils, voltage regulators, sensors, fuses, power supplies, transformers and pressure sensing switches in accordance with manufacturer manual and replace if needed (replacement parts and labor shall be performed as Repair Work-Section 3.6 of the RFP)

3.2.2 Second and Third Preventive Maintenance Visit Checklist

- A. Check engine coolant and add if low (up to one gallon included in task price).
- B. Check coolant lines, hoses and connections.
- C. Clean and check battery, connections and cables.
- D. Check indicator lights and lamps and replace as needed
- E. Check engine oil level and add if needed (parts included in task price).
- F. Check for leaks of oil and fuel, check fuel and oil lines and connections.
- G. Check and adjust for proper alignment and tension on all belts.
- H. Check spark plugs.
- I. Check air cleaner filter.
- J. Check all linkages, lubricate if needed.
- K. Clean automatic transfer switch cabinet.
- L. Check all fluid levels and add if needed (parts included in task price).

- M. Check proper block heater operation in accordance with manufacturer maintenance manual.
- N. Check batter charger for proper operation.
- O. Check no load voltage.
- P. Add any fuel or oil conditioners and add if needed (parts included in task price).
- Q. Check all gauges, switches, relays, contactors, solenoids, coils, voltage regulators, sensors, fuses, power supplies, transformers and pressure sensing switches.
- R. Check automatic transfer switch for proper operation under a simulated power failure in accordance with manufacturer maintenance manual.

3.3 MAINTENANCE PROCEDURE FOR AUTOMATIC TRANSFER SWITCHES (ATS)

One (1) automatic transfer switch (ATS) preventive maintenance visit is required for all emergency generators covered in this contract. The ATS maintenance shall be performed at the same time that the First Preventive Maintenance service visit is performed.

1. Disconnect engine start signal.
2. De-energize switch by opening both the normal and emergency power service disconnect switches or circuit breakers.
3. Remove the arc chutes and pole covers. Inspect for any moisture or signs of previous wetness. Vacuum clean all cumulated dust. Remove any grime with an approved solvent.
4. Inspect all insulating parts for cracks or discoloration due to excessive heat.
5. Inspect all main arcing contacts for excessive erosion. Clean as required.
6. Inspect all main current carrying contacts for pitting and discoloration due to excessive heat. Clean as required.
7. Manually operate the main transfer movement to check for proper contact alignment, deflection, gaps and wiping action on the arcing and main current carrying contacts. Adjust as required.
8. On electromechanical ATS's, clean power control sensing relay contacts.
9. On electromechanical ATS's, manually operate the power control sensing relays and check for proper contact alignment and deflection. Adjust as required.
10. Lubricate linear actuator and operate manually to the normal and emergency positions.
11. Check all main and load power cable connections, re-torque specs.
12. Check all control power wiring connections, re-torque to specs.
13. Test all voltage sensing devices to match facility electrical service.
14. Test all time delay devices and re-calibrate to sequence operation of switches to prevent multiple simultaneous connection to generator or retransfer to utility.
15. Close both the normal and emergency power service disconnect switches, re-connect engine start signal and conduct a test by simulating a normal power source failure using test switch.
16. Prepare a file service report to include, but not be limited to, sections containing a summary, comments, recommendations and complete data from test results of Lines 13, 14 and 15 listed above.

3.4 BUILDING LOAD TEST

A building load test shall be performed on each generator at each location annually. The price is to be included in the yearly cost. Depending on location, load testing may be performed during normal working hours, after normal working hours, weekends or State holidays.

3.4.1 Building Load Testing Requirements

Building load test consists of interrupting normal building power to emergency building power for the purpose of metering the building load under emergency generator power conditions. This test shall not be performed with a load bank test.

3.4.2 Load Bank Testing

If load bank testing should be required in the future for any locations during the term of the contract, this additional testing shall be performed in accordance with Section 5.17-Additional work and/or Special Projects of the RFP.

3.5 REPAIR WORK

The contractor shall be responsible for any repairs needed throughout the term of the contract. Pricing for repairs will be separate from the task price for preventive maintenance and will be in the form of an hourly labor repair rate and the costs for parts used in association with repair work.

3.5.1 Any repair work that must be done will be noted on the Preventive Maintenance (PM) checklist completed for each unit, and a price quote shall be submitted to the State contract Manager. The contractor shall first provide an estimated total number of hours needed for any and all repair jobs and an estimate for the cost of parts. The contractor will not begin repairs until receiving written authorization from the State Contract Manager.

3.5.2 After completion of all repair work, the contractor shall provide a copy of the original invoice for the part(s) being replaced, along with the number of labor hours and a legible description of work performed to do the job when submitting an invoice for payment to the State Contract Manager. Submitted invoices that do not include all the required documentation will be noted and returned to the vendor, delaying payment to do the job when submitting an invoice for payment.

3.5.3 Repair Parts

Parts will be purchased and paid for only when they are used in the performance of a repair job. This contract does not permit the purchase of parts only. All bidders are reminded that the State may, provide the required repair parts.

There will be no markup percentage rate over suppliers invoice for any repair parts. A copy of the suppliers invoice verifying the contractor's costs shall accompany all request for payment of materials.

3.6 SCHEDULING

It is the intent of the State to afford access to accomplish required preventive maintenance and testing during normal working hours and/or off hours as required. Therefore, it is the responsibility of the contractor to submit a proposed schedule to complete all preventive maintenance and testing on the equipment.

3.6.1 The contractor will submit a schedule in writing (via email or fax) indicating the date and time of each quarterly visit at least five (5) working days prior to the service call to the State Contract Manager. If the contractor fails to notify as required, the contractor will not be allowed access to any of the sites.

3.6.2 Preventive maintenance will include four (4) yearly visits consisting of three (3) visits to complete preventive maintenance and one (1) yearly visit to complete building load testing.

3.6.3 All preventive maintenance will be performed during normal working hours (8:00 AM – 5:00 PM).

3.6.4 Overtime rate includes the services provided between the hours of 5:00 PM – 8:00 AM, Monday through Friday, and/or services provided on Saturdays, Sundays/Holidays.

3.6.5 Holidays observed are defined as: New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day, Christmas Day.

There may be other days where State employees have been granted a holiday or other time off. These days will not be considered as holidays.

3.7 EMERGENCY SERVICE VISITS:

The contractor is required to respond to emergency service requests within a three (3) hour period.

3.8 ON-SITE ACCOUNTABILITY

In order to precisely account for all preventive maintenance and testing activity that occurs within the facility, the contractor shall comply with the following written document as described herein:

1. Complete a preventive maintenance/service report order for each piece of equipment maintained. This document must be signed off by the witnessing agency representative.
2. The contractor shall provide a formalized report reflecting each maintenance procedure within thirty (30) days of completion of each preventive maintenance visit or emergency visit.
3. Observe and record all gauge, meter readings on a computerized data sheet to log all pertinent readings and provide historic data for tracking wear or deterioration of systems.

3.9 ADDING/DELETING LOCATIONS

The State reserves the right to add or delete locations. All adjustments in terms of adding locations to the contract will be made in accordance with the rates already awarded to the contractor upon approval by the Director. The contractor will be notified in writing within seven (7) days notice of any deleted locations.

3.10 CONTRACTOR PERSONNEL

3.10.1 The contractor shall supply work uniforms that contain the contractor's logo (or other contractor identification) for all employees assigned to work. The uniform must be worn while the employee is at the facility. The contractor's logo or name must be visible and cannot be covered by a sweater or jacket without the contractor's logo or name.

3.10.2 The contractor shall provide photo identification badges to each employee. The badge shall be displayed on the outside of the uniform when the employee is at the facility. The badge shall display the employee's full name and contractor's name. A contractor's employee reporting to work at the facility without either a uniform or an identification badge shall not be permitted to remain in the building.

3.10.3 All contractor's personnel shall be physically able to do their assigned work and shall be free from communicable disease.

3.10.4 All contractor's personnel shall be capable employees, thoroughly trained and qualified to perform the work assigned to them.

3.10.5 The contractor must ensure that its personnel and its subcontractor's personnel observe all laws and regulations in effect at all State facilities including security sign-in/sign-out procedures. Under no circumstances will the contractor's employees or the employees of any subcontractor represent themselves as State employees.

3.10.6 The contractor is fully responsible for the conduct of their employees on State premises. If there is any need for intervention by the State security force or other State supervisory personnel because of behavior, security breaches or general misconduct, the contractor shall immediately remove the employee from the premises and replace this employee on a permanent basis.

3.10.7 The contractor shall remove from the work crew any of its personnel which, in the opinion of the State are guilty of improper conduct or are not qualified or needed to perform the work assigned to them. Examples of improper conduct include, but are not limited to: insobriety, sleeping on the job, insubordination, theft, tardiness or substandard performance. The State Contract Manager or its representative may direct that the contractor replace offending personnel at once.

3.10.8 The State Contract Manager may require the replacement and removal from the work crew any employee who is identified as a potential threat to the health, safety, security, general well being or operational mission of the facility and its population.

3.10.9 The contractor shall be responsible for insuring that all articles that are found during the course of work by its employees in or near the premises are turned over to the agency representative.

3.11 SECURITY CLEARANCE

3.11.1 As a condition of employment at any State facility and for purposes of determining a person's qualifications for employment, the contractor shall undertake a criminal history record background check for all its employees assigned to work at the State facilities pursuant to N.J.A.C. 13:59-1.1 et seq. The contractor shall bear the cost of the criminal history record background check. The contractor shall be responsible for insuring that employees have legal immigration status to be working in the United States.

3.11.2 The contractor shall submit to the New Jersey State Police State Bureau of Identification (SBI) an "application" fingerprint card, a request for criminal history record information form (SBI-212B), and the required fee for each employee it assigns to work at all State facilities. The contractor shall not permit any newly hired, rehired or transferred employee to work in a State facility until the SBI has furnished the results of the criminal history record background check to the contractor.

It is the contractor's responsibility to work within the New Jersey State Police time schedule for turn around time from the initial submission to the receipt of the results, noting time schedule may be a critical factor in meeting the start-up date of this contract.

3.11.3 The contractor shall retain the result of the individual's criminal history background check for as long as that individual is assigned to State facilities. The results of the criminal history

background check will be made available to the State Contract Manager upon request. Performance of such background checks and immigration law compliance shall be subject to periodic audits by State auditors. If the contractor has had a State Police background, criminal and fingerprinting check performed for an employee that satisfies the exact criteria specified above, the State Contract Manager may accept the results of the criminal history background check, provided that the check was performed during the contract period or no earlier than six (6) months prior to the contract start date.

3.11.4 The contractor must maintain a current list of all its employees working under this contract. This list must be updated and supplied in writing to the State Contract Manager twenty-four (24) hours before any new employee begins work at any State facility. Any new employee on the list shall be clearly identified as such. This list must include the current list of "pool" of back-up employees required under the staffing requirements of this contract. The list must set forth each employee's full name, date of birth and social security number. No employee shall be added to this list until the contractor has received the results of the employee's criminal background check. Before commencing work at the facility, the contractor's employees must be approved by the State Contract Manager.

3.12 QUALIFICATIONS

The bidder must submit evidence of qualifications to meet all requirements of this RFP and must provide all information required in this RFP.

3.12.1 Contractor's General Qualifications

1. The contractor shall be engaged and qualified in the maintenance and repair of emergency power control equipment listed in the generator data sheets.
2. The contractor shall have the ability to provide twenty-four (24) hour service. Answering machines with instructional messages and voice mail shall not be acceptable.

3.12.2 Contractor's Technical Qualifications

1. The contractor shall submit satisfactory certification of training for manufacturers listed on the generator set data sheet.
2. The contractor's employee on site shall have at least five (5) years of experience on all makes of generators.
3. The contractor's employee shall be able to demonstrate proficiency in the programming and trouble shooting of general electric programmable logic controllers.
4. The contractor shall presently have on staff a person with a B.S. degree in Electrical Engineering for consultation purposes.

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.

Note: Bid proposals shall not contain URLs (Uniform Resource Locators, i.e., the global address of documents and other resources on the world wide web) or web addresses. Inasmuch as the web contains dynamically changing content, inclusion of a URL or web address in a bid response is indicative of potentially changing information. Inclusion of a

URL or web address in a bid response implies that the bid's content changes as the referenced web pages change.

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/08x20174.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 **two (2) full, complete and exact copies** 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/08x20174.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/08x20174.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/08x20174.shtml>.

4.4.1.4 NOTICE OF INTENT TO SUBCONTRACT FORM

All bidders shall complete the attached Notice of Intent to Subcontract Form <http://www.state.nj.us/treasury/purchase/bid/summary/08x20174.shtml>. to advise the State as to whether or not a subcontractor will be utilized to provide any goods or services under the contract. If this is a Small Business Subcontracting set-aside contract, the bidder must comply with the Procedures for Small Business Participation as Subcontractors set forth in <http://www.state.nj.us/treasury/purchase/bid/summary/08x.20174.shtml>.

4.4.1.5 SUBCONTRACTOR UTILIZATION FORM

If the bidder intends to utilize a subcontractor, the Subcontractor Utilization Form <http://www.state.nj.us/treasury/purchase/bid/summary/08x20174.shtml> must be completed and submitted with the bid proposal.

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 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x20174.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/08x20174.shtml>.

4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to submit a copy of Certificate of Employee Information or a copy of Federal Letter of Approval verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. If the bidder has neither document of Affirmative Action evidence, then the bidder must complete the attached Affirmative Action Employee Information Report (AA-302). This requirement is a precondition to entering into a State contract. The

Affirmative Action Employee Information Report (AA-302) is located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/08x20174.shtml>.

4.4.4 SUBMITTALS

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/08x20174.shtml>.

4.4.4.2 PUBLIC WORKS CONTRACTOR REGISTRATION ACT

Public Works Contractor Registration Act – This act specifies that no contractor or subcontractor shall bid on, or engage in, any contract (or part thereof) for public work which is subject to the provisions of the (NJ Prevailing Wage Act), P.L. 1963, Chapter 150, for the construction, reconstruction, demolition, alterations, repair or maintenance of a public building regularly open to and used by the general public or public institution and includes any subcontractor or lower tier subcontractor of a contractor unless they are registered with the Commissioner of Labor. For the purpose of the Public Works Contractor Registration Act, no pumping station treatment plant, or other facility associated with utility and environmental construction, reconstruction, demolition, alteration, repair or maintenance shall be regarded as a public building regularly open to and used by the general public or public institution.

All bidders must submit a copy of this certification issued by the Department of Labor with their bid proposal.

A contractor's certification can be confirmed by contacting the Department of Labor's [Division of Wage and Hour Compliance website \(www.nj.gov/labor/lasse/lspubcon.html\)](http://www.nj.gov/labor/lasse/lspubcon.html). This site only shows approved contractors; there is no "pending" approval or a "grace" period.

4.4.5 FINANCIAL CAPABILITY OF THE BIDDER

If requested, 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 METHOD OF BIDDING

The bidder must submit a yearly all-inclusive task price (labor and parts included) for each location and all-inclusive hourly repair labor rates per Region. There shall be no mark up on repair parts.

4.4.8 SUBCONTRACTOR(S)

A. **All bidders** must complete the **Notice of Intent to Subcontract Form** whether or not they intend to utilize subcontractors in connection with the work set forth in this RFP. If the bidder intends to utilize subcontractor(s), then the **Subcontractor Utilization Plan** must also be submitted with the bid.

B. Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.

C. The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.

D. The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.

E. The bidder should provide documented experience to demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

F. In addition, primary contractors must provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any subcontractor registered as a small business with the New Jersey Commerce, Economic Growth and Tourism Commission. This breakdown shall be sent to the Purchase Bureau Business Unit, Set-Aside Coordinator.

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 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage:
<http://www.state.nj.us/treasury/purchase/bid/summary/08x20174.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 07/27/07, 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/08x20174.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 **two (2) one-year periods**, by the mutual written consent of the contractor and the Director.

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 one-hundred twenty days (120) 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 Agency** is authorized to order and **the contractor/contractors is/are** authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agency [Agencies] 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.

5.6.1 All prices are to be stated as F.O.B. destination with no delivery charges acceptable.

5.7 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.

5.8 CONTRACT ACTIVITY REPORT

Not applicable to this procurement.

5.9 STATE'S OPTION TO REDUCE SCOPE OF WORK

The State has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director shall provide advance written notice to the contractor.

Upon receipt of such written notice, the contractor will submit, within five (5) working days to the Director and the State Contract Manager, an itemization of the work effort already completed by task or subtask. The contractor shall be compensated for such work effort according to the applicable portions of its price schedule.

5.10 SUSPENSION OF WORK

The State Contract Manager may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.11 CONTRACTOR RESPONSIBILITIES

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

5.12 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Section 3.11 of the NJ Standard Terms and Conditions version 07/27/07 of this RFP.

If it becomes necessary for the contractor to substitute a subcontractor, add a subcontractor or substitute its own staff for a subcontractor, the contractor will identify the proposed new subcontractor or staff member(s) and the work to be performed. The contractor is required to provide detailed justification documenting the necessity for the substitution or addition.

The contractor is to provide detailed resumes of its proposed replacement staff or of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

The qualifications and experience of the replacement(s) are to equal or exceed those of similar personnel proposed by the contractor in its bid proposal.

The contractor is required to forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval.

No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

5.13 LICENSES AND PERMITS

The contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The contractor shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the bidder in its bid proposal.

5.14 LATE DELIVERY

The contractor must immediately advise the State Contract Manager of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain. Notification must also be provided to the Director at the address below:

The State of New Jersey
Director, Division of Purchase and Property
Purchase Bureau
PO Box 230
33 West State St.

5.15 CHANGE IN LAW

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the contractor shall advise the State Contract Manager and the Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.16 CONTRACT PRICE INCREASE (PREVAILING WAGE)

If the Prevailing Wage Act (N.J.S.A. 34:11-56 et seq.) is applicable to the contract, the contractor may apply to the Director, on the anniversary of the effective date of the contract, for a contract price increase. The contract price increase will be available only for an increase in the prevailing wages of trades and occupations covered under this contract during the prior year. The contractor must substantiate with documentation the need for the increase and submit it to the Director for review and determination of the amount, if any, of the requested increase, which shall be available for the upcoming contract year. No retroactive increases will be approved by the Director.

5.17 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

The contractor shall not begin performing any additional work or special projects without first obtaining written approval from both the State Contract Manager and the Director.

In the event of additional work and/or special projects, the contractor must present a written proposal to perform the additional work to the State Contract Manager. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the contractor in its proposal.

The contractor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written price schedule must be based upon the hourly rates, unit costs or other cost elements submitted by the contractor in the contractor's original bid proposal submitted in response to this RFP. Whenever possible, the price schedule should be a firm, fixed cost to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the contractor's written proposal, the State Contract Manager shall forward same to the Director for the Director's written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Contract Manager to the Director must include all other required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget (OMB) and Office of Information and Technology (OIT).

No additional work and/or special project may commence without the Director's written approval. In the event the contractor proceeds with additional work and/or special projects without the

Director's written approval, it shall be at the contractor's sole risk. The State shall be under no obligation to pay for work performed without the Director's written approval.

5.18 FORM OF COMPENSATION AND PAYMENT

This Section supplements Section 4.5 of the NJ Standard Terms and Conditions version 07/27/07, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x20174.shtml>. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

In addition, primary contractors must provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business subcontractor(s). This breakdown shall be sent to the Purchase Bureau Business Unit, Set-Aside Coordinator.

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

5.19 PUBLIC WORKS CONTRACT-ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT

N.J.S.A. 10:5-33 requires that:

"During the performance of this contract, the contractor agrees as follows:

a) 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. 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 contracting officer setting forth the provisions of this nondiscrimination clause;

b) 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;

c) The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which he 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."

6.0 PROPOSAL EVALUATION

6.1 EVALUATION CRITERIA

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

6.1.1 Price – Award of this contract will be based on the lowest total responsive bid for the yearly preventive maintenance and testing costs for all three years. The State reserves the right to consider prices submitted by the vendor for straight time, overtime, Saturday, Sunday & Holiday hourly labor rates in determining final award.

6.1.2 Experience of the bidder and bidder qualifications.

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

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

After the submission of bid proposals, unless requested by the State as noted below, vendor contact with the State is still not permitted.

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 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 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.

7.4 PERFORMANCE BOND

Not applicable to this procurement.

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.

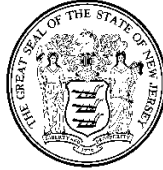
8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

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.



State of New Jersey

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

JON S. CORZINE
Governor

R. DAVID ROUSSEAU
Acting State Treasurer

FEBRUARY 28, 2008

To: All Interested Bidders

RE: RFP # 08-X-20174
PREVENTIVE MAINTENANCE & TESTING OF EMERGENCY STANDBY GENERATORS-NJSP

Bid Due Date: **March 11, 2008** (2:00 p.m.)

ADDENDUM #1

The following constitutes Addendum #1 to the above referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions.

Part 2: Additions, deletions, clarifications and modifications to the RFP

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

PART 1
PREVENTIVE MAINTENANCE & TESTING OF EMERGENCY STANDBY GENERATORS-NJSP
Bid Number 08-X-20174

ANSWERS TO QUESTIONS

Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section where applicable.

#	Page #	RFP Section Reference	Question	Answer
1			Last time this was out to bid I found out after we bid that this was for a small business set aside, is that the case again?	This contract is not designated as a small business set aside.
2			This RFP #20174, will the bid be divided into sections (north, central and southern) or does the bidder have to submit for the complete State?	The bidder does not have to bid on the entire State. For purposes of this RFP, the State is divided into three regions (Northern, Central, Southern) and the bidder must bid on one or more regions to be eligible for award.

PART 2
PREVENTIVE MAINTENANCE & TESTING OF EMERGENCY STANDBY GENERATORS-NJSP
Bid Number 08-X-20174

ADDITIONS, DELETIONS, CLARIFICATIONS AND MODIFICATIONS TO THE RFP

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
			NONE