



STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
PURCHASE BUREAU  
33 WEST STATE STREET  
PO Box 230  
TRENTON, NEW JERSEY 08625-0230

## **NOTICE OF AWARD (NOA)**

**FOR**

# **Brush Chippers, Trailer Mounted, Disc Knife-Type, Hydraulic Rear Feed (T-2558)**

**Bid Number: 08-X-39648**

Date Issued: 9/26/07

Using Agency

State of New Jersey  
Cooperative Purchasing Members

The NOA consists of the following:

1. NOA text, which includes
  - a. Original Request for Proposal (RFP) specifications text
  - b. Standard Terms and Conditions
2. Vendor information sheet
3. Contract items by vendor
4. Contract items by price lines (in numerical order)

Note:

1. For information pertinent to this contract and all other New Jersey motor vehicle contracts (both road and off-road vehicles), visit the motor vehicle contracts website at the following address (lowercase):

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

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## **1.0 INFORMATION FOR BIDDERS**

### **1.1 PURPOSE AND INTENT**

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the State Agencies, Quasi-State Agencies and other Cooperative Purchasing Program participants. The purpose of this RFP is to solicit bid proposals for the purchase of a new specified unit. (See 2.0 Definitions.)

The intent of this RFP is to award a contract to that responsible bidder whose bid proposal, conforming to this RFP is 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 05 09 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.

The State intends to extend the awarded contracts to the Purchase Bureau's cooperative purchasing partners. These partners include quasi-State agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges. Although the State, with the assent of the vendor(s), is making the use of any contract resulting from this RFP available to non-State Agencies, the State makes no representation as to the acceptability of any State RFP terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.

### **1.2 BACKGROUND**

#### **Group 1:**

Previously, as part of term contract T-0086 (Lawn and Grounds Maintenance Equipment), the following contract was established:

<u>Description</u>	<u>Bid#/Contract #</u>	<u>Contract Price</u>
Chipper, Brush, Disc Knife Type, Trailer Mounted, with 80 HP Diesel Engine, Delivered	02-X-32978/A47711	\$16,224.00

Make/Model: Brush Bandit 150

The above information is provided for reference only; the State makes no representation as to the similarity, or lack thereof, between what is specified in this RFP and the chipper that was awarded in T-0086.

#### **Group 2:**

This is the first time that an RFP has been developed to establish a term contract for the specified unit.

### **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](mailto: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](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 – 9<sup>th</sup> 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.

#### **1.5 PRICE LIST AND/OR CATALOG PRICING**

The bidder's signature guarantees that the 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 shall be part of any contract awarded or order placed as a 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**

**State Agency** - Any department or agency, which is a part of the New Jersey State government, such as the Department of Transportation, Department of Environmental Protection, Department of Corrections, Department of Human Services, Department of Law and Public Safety and Department of the Treasury. For a complete list of all State agencies, visit the State website at (lowercase): [www.state.nj.us](http://www.state.nj.us).

**Non-State Agency** - Any using Agency other than the State agencies. Any quasi-State agency (New Jersey Turnpike, for example) or political sub-division is a non-State Agency. 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.

**Ordering Agency** - Any using agency placing a purchase order based upon the contract resulting from this RFP. All State and non-State agencies are authorized to use the contract resulting from this RFP, if the contractor agrees to extend its contract to political sub-divisions. If not, only State and quasi-State agencies will be the authorized users.

**Term Contract** – Recurring contract. The contract established as a result of this RFP will be a term contract, established for the period shown on the signatory page, and reprocedured (new contracts established) prior to the contract expiration date, to provide continuation of service. Term contract is normally identified with a contract index number (T#), T-2558 for example. A term contract, if agreeable to the contractor, is extended to all State and non-State agencies.

**Unit** - Vehicle ("product", "commodity" or "item"), Brush Chippers, Trailer Mounted, Disc Knife-Type, Hydraulic Rear Feed, as specified herein, made available for outright purchase as a new, unused unit under contract(s) established as a result of this RFP.

**Dry Weight** - Curb weight or tare weight of a vehicle - weight of an empty vehicle, without any payload.

**Aftermarket Component** - Any component installed on the unit by an entity (aftermarket installer) other than the unit manufacturer.

**SAE** - Society of Automotive Engineers

**ASTM** - American Society for Testing Materials

**NJMVC or NJDMV** - New Jersey Motor Vehicle Commission, formerly known as Division of Motor Vehicles

**FMVSS** - Federal Motor Vehicle Safety Standards, as established by National Highway Traffic Safety Administration

### **3.0 COMMODITY DESCRIPTION/SCOPE OF WORK**

#### **3.1 CONTRACT UTILIZATION**

3.1.1 This RFP has been developed to establish a term contract to procure the specified units as a service to the Department of Transportation ("DOT") and other State agencies and Cooperative Purchasing participants. It is strongly anticipated that the DOT will purchase ten (10) units (1033514, 06-DCN-0224/07-DCN-0035) under Group 1 and two (2) units (1033162, 06-DCN-0225) under Group 2.

3.1.2 The total amount of all contract purchases listed on the signatory page of this RFP is only an estimate. The State, however, makes no representation and provides no guarantee as to the minimum, average or maximum volume of purchase made under this contract. The State reserves the right to bid for any specific large volume purchases during the term of this contract.

#### **3.2 CONTRACT SPECIFIC REQUIREMENTS**

3.2.1 The bidder must be able to certify that it is a franchised and/or authorized factory dealer/distributor and is authorized and able to furnish the specified unit in a quantity ordered. The

State reserves the right to require that such certification be delivered within five (5) working days from the time it is requested.

3.2.2 and 3.2.3 Reserved.

3.2.4 Manufacturer's Certificate: Dealers or agents submitting a bid proposal may be required to submit a letter of certification from the manufacturer whose product is bid, certifying that the bidder is authorized by the manufacturer to bid the unit specified. It will be the responsibility of the manufacturer to notify the State of New Jersey of any changes in the status of the bidder franchise.

3.2.5 By submitting a bid proposal, the bidder covenants and agrees that it has satisfied itself that it fully understands its obligation and that it will not make any claim for, or have any right to cancellation or relief, without penalty, because of any misunderstanding.

3.2.6 The units outlined in this specification are for a standard manufacturer's product line available to the general public. This RFP is intended to be non-restrictive to allow bidders to bid any unit make, which is equal in performance to the ones specified herein.

3.2.7 A bidder shall provide a new unit only. No used unit is acceptable.

3.2.8 This RFP is for the outright purchase of the contract units only; leasing of the contract units or trade-in against the purchase of the contract units is not permitted.

3.2.9 The bidder shall ensure that the manufacturer whose product is bid has a servicing dealer or service location within a reasonable distance from Trenton, NJ, deemed reasonable by the State, for warranty service and/or repair. The servicing dealer or location must be equipped with and able to deliver new spare parts within twenty-four (24) hours.

3.2.10 All components of each unit supplied under the contract established based on this RFP shall be identical, i.e., alternators, filters, distributors, etc.

3.2.11 Aftermarket installation is permitted. Any intent to utilize aftermarket installers must be described in Section 3.2.11.5 with a list of aftermarket installer(s), other than the prime unit manufacturer, who will supply or install all aftermarket options required. If the bidder is a dealer or distributor for the aftermarket equipment, the bidder must so state in Section 3.2.11.5 and will be solely responsible for the equipment, installation and warranty. If a bid proposal does not provide an aftermarket installer(s) list and/or dealer declaration, the State reserves the right to request such information from the bidder. The bidder must respond to such request within twenty-four (24) hours. If the information requested is not received within twenty-four (24) hours, the bid proposal may be rejected.

3.2.11.1 The contractor is responsible for assuring aftermarket installer(s)' compliance with all terms and conditions of this RFP. The contractor will assume sole responsibility for any payments due the aftermarket installer(s). Nothing contained in the RFP shall be construed as creating any contractual relationship between any aftermarket installer(s) and the State.

3.2.11.2 The State reserves the right to approve the use of aftermarket installer(s) and all contractual agreements between the contractor and the aftermarket installer(s).

3.2.11.3 If a contractor desires to substitute any aftermarket installer(s) listed in the bid proposal, the contractor will so notify the State and provide the required information on the proposed aftermarket installer(s). The State reserves the right to reject any proposed substitute aftermarket installer(s).

3.2.11.4 The State reserves the right to demand the same information on any aftermarket installer(s) as is required from the bidder under this RFP.

#### 3.2.11.5 List of Aftermarket Installers:

NONE

(The bidder is to copy and attach with the bid proposal if more space is needed.)

### **3.2.12 TECHNICAL COMPLIANCE DECLARATION**

**IMPORTANT NOTE:** Bidders are strongly advised not to take any deviations or substitutions. **Any material deviations shall result in rejection of the bid proposal as non-responsive.**

3.2.12.1 If a bidder takes any deviation or provides any substitutions, the bidder will make modifications to the descriptive literature included with the bid proposal and list those modifications in the corresponding spaces of the bid proposal (**"Deviation or Substitution" spaces provided at the end of each item in Section 3.4 of the RFP**). Failure to supply the required information in the prescribed manner may disqualify the bid proposal.

3.2.12.2 A bidder shall list and explain in detail all deviations or substitutions taken in its bid proposal. All deviations or substitutions are to be neatly printed or typed. If no deviation or substitution is taken, the word "NONE" is to be neatly printed or typed in the space provided. In the event no deviation or substitution is noted, the State will assume that it will receive exactly what the specifications stipulate. Failure to list deviations or substitutions in the prescribed manner may disqualify the bid proposal.

3.2.12.3 It is the responsibility of the bidder to list any deviations or substitutions in a conspicuous manner, as prescribed in 3.2.12.2 of the RFP. Bid proposals with concealed or stealthy deviation or substitution shall be disqualified. RFP terms, conditions and specifications shall not be altered or modified. Alteration or modification of the RFP terms, conditions or specifications in a furtive manner, including manipulation of electronic RFP document through software tools, document format conversion or printer driver shall cause bid rejection. Such alteration or manipulation of the RFP document is a serious violation of the RFP terms, specifically Section 1.7 and 1.8 of the Standard Terms and Conditions, and shall cause, if awarded due to lack of consideration of the concealed deviation or substitution, contract termination, debarment or suspension of the contractor from contracting with the State pursuant to NJAC 17:12-6 et seq. and disqualification of the contractor from award of future State contracts. The Division's Contract Compliance and Audit Unit ("CCAU") maintains the vendor performance file, which may be shared with other local, State and Federal agencies.

3.2.12.4 It is the responsibility of the bidder, when taking any deviation or offering a substitute, to furnish proof via manufacturer's drawing, blueprints, specifications, certifications, etc., that such deviation or substitution is equal or superior to the vehicle specified. No deviation or substitution will be permitted after bid opening.

3.2.12.5 The State reserves the right to disapprove any deviation or substitution that is deemed to be not an equal.

3.2.13 Brand Names: Brand names have been kept to a minimum in this RFP; but if a brand name is given, unless specified otherwise, the term "or approved equal" is considered to follow the brand name. Wherever a brand name is used, it is meant to denote the minimum level of quality and performance. Any item supplied as an "equal" must be approved by the State during the bid evaluation and prior to an award. It shall be understood that specifying a brand name, components or equipment in this specification shall not relieve the contractor from its responsibility to produce the vehicle in accordance with the performance warranty and contractual requirements, industry standards and practices, Federal and New Jersey safety Standard and Regulations, Society of Automotive Engineers (SAE) Standards and other applicable standards.

### **3.2.14 POST-ORDER PRE-PRODUCTION MEETING AND INSPECTIONS**

3.2.14.1 The contractor shall coordinate and attend a post-order pre-production meeting, if required by the ordering agency, at a location convenient to the ordering agency, to provide all necessary information prior to building any prototype unit or scheduling the production.

3.2.14.2 Only after the post-order meeting, if required by the ordering agency, and subsequent approval from the ordering agency shall the contractor begin the production.

3.2.14.3 The contractor shall coordinate with the ordering agency for a pre-paint inspection for each unit ordered, if required by the ordering agency.

3.2.14.4 The ordering agency reserves the right to inspect the unit at the contractor's facility or require that the unit be available for inspection at the agency site. If, during inspection at the agency site, it becomes apparent that corrections/alterations have to be made to the unit to comply with the contract specifications which cannot be accomplished at the ordering agency facility, the unit will be rejected and the contractor must transport the unit to its facility at no expense to the agency. After the unit is brought up to the contract specifications, it will be delivered back to the ordering agency for re-inspection at the expense of the contractor. For further pre-delivery inspection(s) and pre-acceptance requirements, refer to Section 3.5 of this RFP.

3.2.14.5 For all inspections performed at the contractor's site, the contractor must provide a bay in the repair shop to facilitate the inspection of the unit.

3.2.14.6 The final inspection and acceptance of the unit shall be at the ordering agency.

3.2.15 The bidder is required to have and maintain throughout the contract term and any extension(s) thereof a service location responsible for delivery, inspection(s) and servicing of the contract units within a reasonable distance from Trenton, New Jersey, reasonableness to be determined by the State. Bidders may use an aftermarket installer's location to satisfy this requirement, provided disclosure of this intent is made in the bid proposal. As stated in 3.2.11, any use of aftermarket installer(s) shall not relieve the contractor from its obligations under the contract established as a result of this RFP.

3.2.16 The State reserves the right to inspect the bidder's and/or aftermarket installer(s)' facility. This provision applies during the evaluation period, the contract term and any extension(s) thereof.

3.2.17 Reserved.

3.2.18 Unless specified otherwise, bidder shall not delete manufacturer's standard equipment or feature, even if the equipment or feature is not specified explicitly.

3.2.19 OEM Equipment/Parts: All of the standard and optional equipment/parts provided are to be original equipment manufacturer's item when available.

### **3.3 VEHICLE SPECIFICATIONS – GENERAL PROVISIONS**

**IMPORTANT NOTE:** Bidders must provide all information required throughout this section in the spaces provided.

3.3.1 Reserved.

3.3.2 **IMPORTANT NOTE:** Each unit and its components shall be completely assembled, serviced and ready for use when delivered to the ordering agency. Unless specified otherwise, any parts, components, equipment, controls, materials, features, performances, capacities, ratings or designs which are standard and/or necessary to form an efficient and complete working unit shall be

furnished whether specifically required herein or not. Any item not specified herein but deemed necessary for the application shall be supplied and shall meet the Industry standards and practices, Federal and New Jersey Safety Standards and Regulations, and SAE and other applicable standards.

**3.3.3 IMPORTANT NOTE:** It is imperative that the bidder furnish any item (part, component, equipment, feature, control, material, performance, capacity, rating, design and/or accessory) included in manufacturer’s standard or base vehicle covered under make and model noted on the price line bid whether explicitly specified herein or not. The bidder shall not delete manufacturer’s standard item using any aftermarket option. **No exception shall be permitted to this requirement.**

3.3.4 Each vehicle shall be delivered with at least 1/2 tank of fuel.

3.3.5 Reserved.

3.3.6 Vehicles provided shall be manufacturer’s standard vehicles with the necessary upgrades and/or accessories. All accessories shall be supplied and installed by the manufacturer. Dealer installation is permitted, only if factory installation is not available.

**3.3.7 Weight Chart:**

Bidders will supply the following information with the bid proposal. Failure to provide this information may disqualify the bid.

**Group 1:**

Dry Weight:

Estimated dry weight of the finished unit with all components installed:

Tongue Weight-----	<u>500 lb.</u>
Axle Weight-----	<u>7,000lb.</u>
Total Weight-----	<u>5,700 – 6,300 lb.</u>

Contractor must supply dry weight of unit and components at time of delivery, in the form of a weigh station weight slip, as follows:

Dry weight of finished unit with all components installed:

Tongue Weight-----	<u>500 lb.</u>
Axle Weight-----	<u>7,000 lb.</u>
Total Weight-----	<u>5,700 – 6,300 lb.</u>

**Group 2:**

Dry Weight:

Estimated dry weight of the finished unit with all components installed:

Tongue Weight-----	<u>700 lb.</u>
--------------------	----------------

Axle Weight----- [7,000lb.](#)  
Total Weight----- [Approx. 6,800 lb.](#)

Contractor must supply dry weight of unit and components at time of delivery, in the form of a weigh station weight slip, as follows:

Dry weight of finished unit with all components installed:

Tongue Weight----- [700 lb.](#)  
Axle Weight----- [7,000 lb.](#)  
Total Weight----- [Approx. 6,800lb.](#)

### 3.3.8 **Finish:**

3.3.8.1 The unit and all its components are to be cleaned and painted with manufacturer's standard paint color. All paint to be same shade. (See [3.4.2](#), price line 2, and [3.4.6](#), price line 6, for special monotone paint color in lieu of manufacturer's standard color).

3.3.8.2 Ordering agency will specify manufacturer's standard one-tone color at the time of ordering.

3.3.9 **Manuals:** If available, the contractor shall supply one line set sheet for each unit. A unit shall comprise each and every assembly system and/or component. In addition to any line set sheet, the contractor shall provide vehicle operation and maintenance manuals for each and every assembly system and/or component that makes up the unit. The contractor shall also include any other manuals that the manufacturers provide as standard manuals.

Examples of, but not necessarily limited to, assembly system and/or component include:

- A) Engine
- B) Drive system
- C) Electrical system
- D) Lubrication system

The manuals shall be delivered directly to the ordering agency, upon delivery of the first unit. Failure to supply these manuals shall hold up processing of invoices for payment.

Note: These manuals are required as a part of the base unit purchase (price lines 1 or 5) and are not part of the "optional manuals" specified in [3.4.3](#) and [3.4.7](#).

3.3.10 **Training:** Complete instructions on the operation and maintenance of each vehicle and a demonstration on the operation of the vehicle shall be given by the contractor, if requested by the ordering agency. Training is to include operator training with instruction on proper operation and basic preventive maintenance of the vehicle.

3.3.11 **Guarantee/Warranty:** The contractor must guarantee that the vehicle and all its component parts will comply with the current, applicable Federal Motor Vehicle Safety Standards (FMVSS) and New Jersey State Motor Vehicle Code Regulations, performs their functions adequately, and operates successfully without undue wear or vibration. The contractor agrees to immediately replace and install free of charge any part that may break or fail by reason of defective material or workmanship within a period of one (1) year from the date of acceptance by the agency.

Bidder is to indicate standard warranty which exceeds the specified one year period:

**Group 1:**

Coverage: [12 Month Full Warranty Coverage](#)  
[3 Year Bandit Components Warranty](#)  
[5 year on Caterpillar Engine](#)

Warranty period: [See above](#)

Parts covered. [Yes](#) ; Labor covered. [Yes](#)

Parts and/or labor 100% covered. [Yes](#)

Deductible: [N/A](#)

**Group 2:**

Coverage: [12 Month Full Warranty Coverage](#)  
[3 Year Bandit Components Warranty](#)  
[5 year on Caterpillar Engine](#)

Warranty period: [See above](#)

Parts covered. [Yes](#) ; Labor covered. [Yes](#)

Parts and/or labor 100% covered. [Yes](#)

Deductible: [N/A](#)

3.3.12 The successful bidder must supply the following at the time of delivery:

3.3.12.1 [Manufacturer's Certificate of Origin](#)

**3.4 VEHICLE SPECIFICATIONS – TECHNICAL PROVISIONS**

**IMPORTANT NOTE:** Bidders must provide all information required throughout this section, including deviation/substitution, in the spaces provided.

•—————•  
**3.4.1 BRUSH CHIPPER, TRAILER MOUNTED, DISC KNIFE-TYPE, HYDRAULIC REAR FEED, DIESEL POWERED, BRUSH BANDIT 150 OR EQUAL (PRICE LINE: 1)**  
•—————•

Note: Unless specified otherwise, all dimensions, capacities and ratings specified in this section are approximate.

**3.4.1.1 General:**

Chipper is to be disc knife-type, trailer mounted with hydraulic rear feed, Brush Bandit model 150 or approved equal. Non-disc type chipper is not acceptable.

**3.4.1.2 Trailer:**

The trailer frame is to be all steel welded construction, 2" x 6" steel tube, adequately braced to carry the load.

Drawbar----- Heavy duty with lunette ring (6-¼" O.D., 3" I.D. of 1-5/8") round stock is to be provided for attaching to Holland T-60-AOL-8 pintle hook. Drawbar is to be sufficient length to provide unobstructed clearance of 60" between lunette and trailer frame so that towing truck can negotiate turns without damage to unit. The drawbar height from lunette to ground is to be 20". Two (2) 3/8" steel safety chains securely fastened to the main frame (routed through support eyes welded or bolted down the length of the drawbar) are to extend 8" beyond the lunette. Appropriately rated, forged alloy steel, eyehooks with spring loaded lock are to be attached to loose ends.

Caster Wheel  
Assembly----- To be screw jack type with caster wheel positioned so it does not interfere with the 60" swing clearance. Screw jack may be swing away type.

Tires, Axles and  
Springs----- The unit weight applied to the axle is not to exceed the gross axle weight rating. Tires, axles and springs are to be sized accordingly. Torflex axle is acceptable.

Fenders----- Trailer is to be equipped with fenders. Tire pressure is to be stenciled in black paint on each fender over the tire with lettering to be 1" high.

Cable Connector----- An ATA approved, 7-wire quick detachable trailer connector (Midland model 23753 male) with 7-wire trailer cable made to SAE and ATA specifications is to be provided. Cable is to be cut to extend 3' beyond the lunette with connector attached and wired. Wiring is to conform to ATA color code.

Lights----- LED, combination dual stop, tail, directional, 4-way flasher, all in one housing with lighted license plate bracket. Lights are to be adequately shielded for protection against breakage and vandalism.

Brakes----- The braking system is to consist of hydraulic surge brakes. Free backing trailer brakes are to be provided or the brakes are to be equipped with a Mico trailer backing, brake lockout system. The lockout is to be wired to the blue wire (center pin of the male connector) of the 7-wire trailer cable.

Deviation or Substitution: [NONE](#)

#### 3.4.1.3 Power Unit:

Type----- 4 or 6 cylinder, diesel

Horsepower----- 80

Cooling System----- Water cooled

Electrical System----- 12-volt, electric starter, battery with lockable box with lock, charging system.



Fuel Tank Capacity----- 24 gallons

Hydraulic Tank Capacity- 12 gallons

The engine is to be equipped with a throttle control and muffler. Radiator is to have removable radiator debris screen and radiator guards.

Engine is to have engine filter pre-cleaner.

Engine is to have automatic shutdown for high temperature and low oil pressure.

Cold weather starting aid (ether or glow plug) is to be provided.

Instrument panel is to include oil pressure gauge, water temperature indicator, ammeter or voltmeter, hour meter wired to oil pressure switch, key type ignition and start switch, and fuel gauge (fuel gauge located at tank acceptable).

Engine and PTO controls are to be located on the curbside.

Unit is to be delivered with at least 1/2 tank of fuel. "Diesel Only" to be stenciled near fill opening in 1" letters.

Locking fuel and hydraulic tank caps are to be installed with locks.

The hydraulic system is to include a tank with sight gauge, filler opening permanently labeled "Hydraulic Oil Only" and a spin-on bypass type filter. Hydraulics to be live type.

Drive to be through spring loaded clutch and v-belts.

All moving parts are to be fully enclosed.

Deviation or Substitution: NONE

#### 3.4.1.4 Cutter Head and Housing:

The housing is to be constructed of steel plate weldment. The rotating cutter head is to be mounted on heavy duty greaseable bearings, machined, dynamically balanced and have a minimum of two cutter blades secured in place.

Diameter of Cutter Head- 40" minimum

Thickness of Cutter  
Head----- 2" minimum

Cutting Capacity:  
round stock----- 12" diameter minimum  
slab stock----- 12" wide minimum

The chipper is to incorporate a blower system capable of discharging heavy green brush.

Hydraulic Feed System-- The unit to be equipped with a hydraulic feed system with two 14 cubic inch feed wheel motors. The feed wheels are to be able to adjust to different size materials. A hydraulic lift cylinder is to be provided to raise and lower the feed wheel box with control on the

curbside. The system must have a quick acting Forward-Stop-Reverse feed control.

Feed Chute----- The chipper is to be fitted with a sheet steel feed chute, approximately 42" wide X 29" high X 34" deep, with a folding feed table approximately 45' wide X 30" deep.

Discharge Chute----- A truck loading, discharge chute with adjustable chip deflector is to be provided. The discharge chute is to rotate by means of an easily accessible hand crank. Means to be provided to easily adjust the chip deflector from the ground.

Deviation or Substitution: [NONE](#)

#### **3.4.1.5 Safety Features and Equipment:**

Operator safety is mandatory. Deviation from the suggested system must be described in detail below.

An easily accessible handle or bar is to be located at the feed apron that will instantly stop or reverse the hydraulic feed.

One extra complete set of blades is to be supplied with the chipper.

Deviation or Substitution: [NONE](#)

#### **3.4.1.6 Automatic Feed Speed Control:**

Unit is to have a control that stops the feed system at a preset engine RPM to protect the chipper from lugging to the point of stalling the engine. The control is to restart the feed system at full engine RPM.

Deviation or Substitution: [NONE](#)

#### **3.4.1.7 Tools and Tool Box:**

The following are to be furnished with the unit:

- A Necessary allen wrenches or other tools for access to and replacement of blades
- B Knife gauges
- C Honing stone
- D Can of grease
- E One (1) grease gun
- F Toolbox, bolted to frame, with hinged cover, hasp and lock

Deviation or Substitution: [NONE](#)

#### **3.4.1.8 Reflective Striping:**

Red and white reflective conspicuity tape is to be provided on the chipper as follows:

One horizontal stripe along the left and right sides of the discharge chute.

One horizontal stripe on the left and right sides of the frame and the tow bar.

One vertical stripe on the rear of the fenders.

Outline the four (4) rear edges of the hopper.

Deviation or Substitution: [NONE](#)

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**3.4.2 OPTION: SPECIAL PAINT COLOR IN LIEU OF MANUFACTURER'S STANDARD PAINT COLOR (PRICE LINE: 2)**

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**3.4.2.1 NJDOT Units:**

The unit and all its components are to be cleaned and painted with one (1) coat of DuPont #1858 primer, and finished with two (2) coats of the color DuPont Centari #7744-A lime yellow, in lieu of manufacturer's standard paint color ("Finish", see item [3.3.8](#)). All paint shall be same shade.

**3.4.2.2 Other Agency Units:**

If required, using agency is to select color at time of order.

Deviation or Substitution: [NONE](#)

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**3.4.3 OPTION: ONE SET OF PARTS, SERVICE AND O&M MANUALS (PRICE LINE: 3)**

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**3.4.3.1 Optional Manuals:** One set of parts, service and operation and maintenance manuals for each and every assembly system and/or component that makes up the unit shall be provided as follows:

1 - set of parts manuals (illustrations and text) bound or with binders, or on CD-ROM if unavailable bound.

1 - set of complete shop repair (factory service) manuals bound or with binders or on CD-ROM if unavailable bound.

1 - set of complete operation & routine maintenance manuals

Examples of, but not necessarily limited to, assembly system and/or component include:

- A) Engine
- B) Drive system
- C) Electrical system
- D) Lubrication system

The manuals shall be delivered directly to the ordering agency, upon delivery of the first unit. Failure to supply these manuals shall hold up processing of invoices for payment.

Deviation or Substitution: [NONE – One bandit operating and parts manual contains: Parts, maintenance and operating procedures. A complete caterpillar engine manual and parts manual is included.](#)

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**3.4.4 MANUFACTURER'S OPTIONS (PRICE LINE: 4)**

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3.4.4.1 Manufacturer's options for the base unit specified in 3.4.1 shall be offered using this optional (discount) price line item.

Deviation or Substitution: [NONE](#)

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**3.4.5 BRUSH CHIPPER, TRAILER MOUNTED, DISC KNIFE-TYPE, HYDRAULIC REAR FEED, DIESEL POWERED, BRUSH BANDIT 250 OR EQUAL (PRICE LINE: 5)**

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Note: Unless specified otherwise, all dimensions, capacities and ratings specified in this section are approximate.

**3.4.5.1 General:**

Chipper is to be disc knife-type, trailer mounted with hydraulic rear feed, Brush Bandit model 250 or approved equal. Non-disc type chipper is not acceptable.

**3.4.5.2 Trailer:**

The trailer frame is to be all steel welded construction, 2" x 6" steel tubing, adequately braced to carry the load.

Drawbar----- Heavy duty with lunette ring (6-1/4" O.D., 3" I.D. of 1-5/8") round stock is to be provided for attaching to Holland T-60-AOL-8 pintle hook. Drawbar is to be manufacturer's standard length. The drawbar height from lunette to ground is to be 20". Two (2) 3/8" steel safety chains securely fastened to the main frame (routed through support eyes welded or bolted down the length of the drawbar) are to extend 8" beyond the lunette. Appropriately rated, forged alloy steel, eyehooks with spring loaded lock are to be attached to loose ends.

Caster Wheel  
Assembly----- To be screw jack type with caster wheel positioned so it does not interfere with the 60" swing clearance. Screw jack may be swing away type.

Tires, Axles and  
Springs----- The unit weight applied to the axle is not to exceed the gross axle weight rating. Tires, axles and springs are to be sized accordingly. Torflex axle is acceptable.

Fenders----- Trailer is to be equipped with fenders. Tire pressure is to be stenciled in black paint on each fender over the tire with lettering to be 1" high.

Cable Connector----- An ATA approved, 7-wire quick detachable trailer connector (Midland model 23753 male) with 7-wire trailer cable made to SAE and ATA specifications is to be provided. Cable is to be cut to extend 3' beyond the lunette with connector attached and wired. Wiring is to conform to ATA color code.

Lights----- LED, combination dual stop, tail, directional, 4-way flasher, all in one housing with lighted license plate bracket. Lights are to be adequately shielded for protection against breakage and vandalism.

Brakes----- The braking system is to consist of hydraulic surge brakes. Free backing trailer brakes are to be provided or the brakes are to be equipped with a Mico trailer backing, brake lockout system. The lockout is to be wired to the blue wire (center pin of the male connector) of the 7-wire trailer cable.

Deviation or Substitution: [NONE](#)

#### 3.4.5.3 **Power Unit:**

Type----- 4 or 6 cylinder, diesel

Horsepower----- 140

Cooling System----- Water cooled

Electrical System----- 12-volt, electric starter, battery with lockable box with lock, charging system.

Fuel Tank Capacity----- 24 gallons

Hydraulic Tank Capacity- 12 gallons

The engine is to be equipped with a throttle control and muffler. Radiator is to have removable radiator debris screen and radiator guards.

Engine is to have engine filter pre-cleaner.

Engine is to have automatic shutdown for high temperature and low oil pressure.

Cold weather starting aid (ether or glow plug) is to be provided.

Instrument panel is to include oil pressure gauge, water temperature indicator, ammeter or voltmeter, hour meter wired to oil pressure switch, key type ignition and start switch, and fuel gauge (fuel gauge located at tank acceptable).

Engine and PTO controls are to be located on the curbside.

Unit is to be delivered with at least 1/2 tank of fuel. "Diesel Only" to be stenciled near fill opening in 1" letters.

Locking fuel and hydraulic tank caps are to be installed with locks.

The hydraulic system is to include a tank with sight gauge, filler opening permanently labeled "Hydraulic Oil Only" and a spin-on bypass type filter. Hydraulics to be live type.

Drive to be through spring loaded clutch and v-belts.

All moving parts are to be fully enclosed.

Deviation or Substitution: [NONE](#)

**3.4.5.4 Cutter Head and Housing:**

The housing is to be constructed of steel plate weldment. The rotating cutter head is to be mounted on heavy duty greaseable bearings, machined, dynamically balanced and have a minimum of two cutter blades secured in place.

Diameter of Cutter Head- 40" minimum

Thickness of Cutter  
Head----- 2" minimum

Cutting Capacity:  
round stock----- 12" diameter minimum  
slab stock----- 12" wide minimum

The chipper is to incorporate a blower system capable of discharging heavy green brush.

Hydraulic Feed System-- The unit to be equipped with a hydraulic feed system with two 29 cubic inch feed wheel motors. The feed wheels are to be able to adjust to different size materials. A hydraulic lift cylinder is to be provided to raise and lower the feed wheel box with control on the curbside. The system must have a quick acting Forward-Stop-Reverse feed control.

Feed Chute----- The chipper to be fitted with a sheet steel feed chute, approximately 64" wide X 29" high X 36" deep, with a folding feed table approximately 64" wide X 30" deep.

Discharge Chute----- A truck loading, discharge chute with adjustable height and chip deflector is to be provided. The discharge chute is to rotate by means of an easily accessible hand crank. Means to be provided to easily adjust the chip deflector from the ground. The discharge chute is to have a hand crank, height adjustable, discharge.

Deviation or Substitution: [NONE](#)

**3.4.5.5 Safety Features and Equipment:**

Operator safety is mandatory. Deviation from the suggested system must be described in detail below.

An easily accessible handle or bar is to be located at the feed apron that will instantly stop or reverse the hydraulic feed.

One extra complete set of blades is to be supplied with the chipper.

Deviation or Substitution: [NONE](#)

**3.4.5.6 Automatic Feed Speed Control:**

Unit is to have a control that stops the feed system at a preset engine RPM to protect the chipper from lugging to the point of stalling the engine. The control is to restart the feed system at full engine RPM.

Deviation or Substitution: [NONE](#)

#### 3.4.5.7 **Tools and Tool Box:**

The following are to be furnished with the unit:

- A Necessary allen wrenches or other tools for access to and replacement of blades.
- B Knife gauges
- C Honing stone
- D Can of grease
- E One (1) grease gun
- F Toolbox, bolted to frame, with hinged cover, hasp and lock.

Deviation or Substitution: [NONE](#)

#### 3.4.5.8 **Winch:**

The unit is to be equipped with a winch and boom designed to lift material on to the feed table. The boom is to have a swivel cable guide. The winch is to have 100 ft. of 5/16" cable with a clevis and hook with spring loaded clasp. A choker is to be supplied loose.

A single rear jack stand is to be provided for stability.

Deviation or Substitution: [NONE](#)

#### 3.4.5.9 **Reflective Striping:**

Red and white reflective conspicuity tape is to be provided on the chipper as follows:

One horizontal stripe along the left and right sides of the discharge chute.

One horizontal stripe on the left and right sides of the frame and the tow bar.

One vertical stripe on the rear of the fenders.

Outline the four (4) rear edges of the hopper.

Deviation or Substitution: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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#### **3.4.6 OPTION: SPECIAL PAINT COLOR IN LIEU OF MANUFACTURER'S STANDARD PAINT COLOR (PRICE LINE: 6)**

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##### 3.4.6.1 NJDOT Units:

The unit and all its components are to be cleaned and painted with one (1) coat of DuPont #1858 primer, and finished with two (2) coats of the color DuPont Centari #7744-A lime yellow, in lieu of manufacturer's standard paint color ("Finish", see item [3.3.8](#)). All paint shall be same shade.

##### 3.4.6.2 Other Agency Units:

If required, using agency is to select color at time of order.

Deviation or Substitution: [NONE](#)

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### **3.4.7 OPTION: ONE SET OF PARTS, SERVICE AND O&M MANUALS (PRICE LINE: 7)**

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3.4.7.1 Optional Manuals: One set of parts, service and operation and maintenance manuals for each and every assembly system and/or component that makes up the unit shall be provided as follows:

1 - set of parts manuals (illustrations and text) bound or with binders, or on CD-ROM if unavailable bound.

1 - set of complete shop repair (factory service) manuals bound or with binders or on CD-ROM if unavailable bound.

1 - set of complete operation & routine maintenance manuals

Examples of, but not necessarily limited to, assembly system and/or component include:

- A) Engine
- B) Drive system
- C) Electrical system
- D) Lubrication system

The manuals shall be delivered directly to the ordering agency, upon delivery of the first unit. Failure to supply these manuals shall hold up processing of invoices for payment.

Deviation or Substitution: [NONE – One Bandit operating and parts manual contains: Parts, maintenance and operating procedures. A complete Caterpillar engine manual and parts manual is included.](#)

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### **3.4.8 MANUFACTURER'S OPTIONS (PRICE LINE: 8)**

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3.4.8.1 Manufacturer's options for the base unit specified in 3.4.5 shall be offered using this optional (discount) price line item.

Deviation or Substitution: [NONE](#)

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## **3.5 CONTRACT IMPLEMENTATION**

3.5.0.1 Note: In the event of manufacturer's price decrease and/or model rebate during the contract period, the State shall receive full benefit of such price reduction on any subsequent order placed during the contract period, in accordance with 4.1 (price fluctuation during the contract) of the Standard Terms and Conditions. The State reserves the right to request any information on price concessions, price reductions, monetary benefits, rebates or any promotional programs offered by the manufacturer, and verify the information provided by the contractor with the manufacturer or any third party any time during the term of the contract. The State must be notified, in writing, of any price



reduction or rebate within five (5) days of the effective date. In some exceptional situation of abnormal, unprecedented volatility, the State may consider a marginal price increase, in which case the contractor shall provide detailed justification, including manufacturer's and/or aftermarket installer's certification, two (2) sets of applicable Industry indices, one at the time of contract establishment and the other at the time of the price increase proposal, and any other information required by the Division's Planning and Research Unit for thorough and complete economic analysis. If approved by the Director, the resulting price adjustment will revise the contract price, taking precedence over all references to fixed price, including Pricing (4.4.6).

### **3.5.1 PLACING ORDERS FOR CONTRACT UNITS**

**3.5.1.1 IMPORTANT NOTE:** Resulting contract permits users to order the contract unit with qualified manufacturer's options only. Any option that is not specified in this RFP is not permitted. No dealer's accessories or options or any other purchases which are not specified in this RFP shall be offered.

**3.5.1.1.1** Contractor shall not substitute any item (part, component, equipment, feature, accessory, material, performance, capacity, rating, design or control), which is a part of the contract unit, without written authorization to do so from the Purchase Bureau.

**3.5.1.2** During the contract period, no change is permitted in any terms or conditions unless the contractor receives written approval from the Purchase Bureau.

**3.5.1.3** No dealer's accessories or options such as extended warranties and vehicle treatments (rust-proofing, undercoating, etc.) or any other purchases, which are not specified in this RFP, shall be offered.

**3.5.1.4** Trade-ins are not permitted under the contract established as a result of this RFP.

**3.5.1.5** Leasing of units is not permitted under the contract resulting from this RFP.

**3.5.1.6 IMPORTANT NOTE:** An offer to sell non-contract unit against two or more purchase orders, one for the contract unit and one or more for non-contract options, constitutes a serious violation of the contract and shall be the basis for termination of the contract and debarment or suspension of the contractor from contracting with the State of New Jersey pursuant to NJAC 17:12-6 et seq. and may disqualify the contractor from award of future State contracts.

### **3.5.2 PRODUCT BROCHURE**

**3.5.2.1** Sales literature and color charts shall be made available to agencies and NJ State inspectors on an "as requested" basis.

**3.5.2.2** The State reserves the right to communicate with the contractor and request any information regarding contractor's obligations under the contract, and require acknowledgement of such communication from the contractor during the term of the contract and any extension(s) thereof. Failure to acknowledge within twenty-four (24) hours and provide the required information constitutes a contract violation.

### **3.5.3 CONFIRMATION OF ORDERS**

**3.5.3.1** Verification of receipt of purchase order should be forwarded to each ordering agency for each order accepted, to the attention of contact person stated in the purchase order.

**3.5.3.2 through 3.5.3.4** Reserved.

3.5.3.5 Written confirmation shall mean that the contractor has received the purchase order, has reviewed it for compatibility with unit currently on contract, has resolved any non-compatibility problems with the ordering agency, has entered the order with the manufacturer and that the manufacturer has accepted the order.

3.5.3.6 A contractor shall not accept any purchase order on "will try" basis, unless instructed otherwise by the ordering agency in writing. If an order is not accepted for production by the manufacturer, the contractor shall return the purchase order with "canceled" marked on the purchase order with authorized signature next to it, unless instructed to accept on "will try" basis by the ordering agency in writing. No exception shall be permitted.

### **3.5.4 PRE-DELIVERY INSPECTION(S)**

3.5.4.1 It shall be the contractor's responsibility to make the following arrangements for the ordering agency inspection of each unit prior to the delivery and acceptance of the unit by the ordering agency. Prior to presentation for inspection, it shall be the contractor's responsibility to pre-inspect each unit.

3.5.4.2 The contractor shall notify the ordering agency by fax that the unit is ready for inspection.

3.5.4.2.1 Subsequent to receiving proper fax notification, the inspector from the ordering agency shall arrive at the contractor's facility within five (5) working days. Upon the inspector's arrival at the facility, the contractor will assign a mechanic, a runner and a delivery bay to the agency inspector. It is the contractor's responsibility to properly itemize, organize and segregate all units intended for orders pertaining to the State of New Jersey. The above areas of responsibility must be accomplished in order to facilitate an expeditious and orderly inspection flow. This will also allow discrepancies to be corrected while the inspector is at the contractor's facility.

3.5.4.3 Non-State agencies are to make arrangements for unit inspection directly with the contractor. All units must be delivered to each ordering agency's designated destination at no additional cost.

3.5.4.4 Reserved.

3.5.4.5 Inspected units which do not comply with the contract requirements will be rejected. All rejected items must be corrected and the corrected unit(s) presented for re-inspection within ten (10) working days. The ordering agency may cancel the purchase order if the contractor fails to correct any problem within ten (10) working days.

3.5.4.6 No additional freight or transportation charges are permitted under this contract.

### **3.5.5 DELIVERY AND FINAL ACCEPTANCE**

3.5.5.1 All deliveries of units must be made upon approval and as instructed by the ordering agency, during working hours, except on legal holidays.

3.5.5.2 No unit will be accepted at the final delivery point without all supporting documentation and paperwork completed and delivered with the unit, which include the certificate of origin, warranty, any specified manuals, invoice and key sets. No unit will be considered accepted until it has undergone final inspection at the delivery point.

3.5.5.3 Arrangements for the final inspection shall be made prior to delivery by the contractor with the ordering agency. Delivered units will be inspected within five (5) working days. If a unit has been accepted, the warranty shall commence on the date of final acceptance, or if a unit has been rejected, the contractor will be notified. The notice will indicate the reason(s) for rejection. If rejected, the contractor will try to rectify the problem(s) at the ordering agency site. If problem(s) cannot be

corrected at the agency site, the rejected unit must be removed by the contractor at its own expense. The contractor shall present the corrected unit for re-inspection within ten (10) working days. No additional freight or transportation charges are permitted.

3.5.5.4 All delivered units must be clean both inside and outside. Manufacturer's standard items shall be provided, installed if applicable, by the contractor prior to delivery.

3.5.5.5 Manufacturer's Certificate of Origin: The manufacturer's certificate of origin will be made out to the State of New Jersey, and presented at the time of delivery. Purchase order number and requisition number must be indicated on the upper left hand corner. Contractor is not to furnish the New Jersey Certificate of Title (certificate of ownership). The State will title the vehicle upon receipt of the manufacturer's certificate of origin.

3.5.5.6 No advertising shall appear on any unit delivered under the terms of the contract. Further the contractor will not affix any dealer name to the unit. Units delivered to final destination with dealer's advertising will be rejected.

**3.5.6 TRAINING:** See [3.3.10](#)

### **3.5.7 WARRANTY**

3.5.7.1 Manufacturer's standard warranty will be supplied with each unit at the time of delivery and shall be in typed form. Warranty commences with the acceptance of the unit at the delivery site and following the final inspection.

3.5.7.2 The contractor shall guarantee that the vehicle and all component parts shall comply with the latest Federal safety standards and New Jersey Motor Vehicle Commission regulations and safety standards.

### **3.5.8 WARRANTY REQUIREMENTS**

3.5.8.1 The bidder will ensure that the manufacturer whose products are bid has a servicing dealer or service location within a reasonable distance from Trenton, NJ, reasonableness to be determined by the State, for warranty service/repair. Users of this contract should contact the contractor in cases where warranty service/repair is to be performed at a place other than the original place of purchase to arrange for a servicing dealer within a closer proximity to their location.

3.5.8.2 The contractor is responsible for any warranty service/repair, which will be at contractor's own expense. Events beyond contractor's control, such as lack of parts due to strikes and unforeseen acts of God, shall constitute valid reasons for delay in making necessary repairs. However, the State shall make such determination.

3.5.8.3 The contractor is to provide appropriate warranty forms.

### **3.5.9 PAYMENT**

3.5.9.1 Invoices will be processed for payment only after final acceptance of the units by the ordering agency and the delivery ticket has been signed off by an authorized representative of the ordering agency. Partial payments may be made for unit(s) accepted, if billed separately. Timely payment discounts will be taken if offered by the contractor. The State reserves the right to make payments directly or through a third party.

3.5.9.2 The State reserves the right to order units through a line of credit. For these orders, the contractor will receive a letter from the Director in lieu of a purchase order. Line of credit letters must

be accepted by the contractor on the same basis as regular purchase orders. All terms and conditions that apply to purchase orders will apply to line of credit letters. Payment for both purchase orders and line of credit letters will be processed in accordance with 4.5 and 4.6 of this RFP's standard terms and conditions.

**3.5.10** Any complaint filed by the agency, through the Purchase Bureau's "Formal Complaint Report" (Form PB-36), will be thoroughly investigated by CCAU. Ultimate resolution by the Director will be final and, if against the contractor, will become part of the contractor's vendor performance file, which may be considered in decisions relating to contract termination or in the evaluation of future bid proposals submitted and shared with other government entity.

## **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 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/08x39648.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/08x39648.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/08x39648.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/08x39648.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](http://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/08x39648.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/08x39648.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/08x39648.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/08x39648.shtml>.

##### **4.4.4.2 RFP SPECIFIC INFORMATION**

###### **4.4.4.2.1 LIST OF AFTERMARKET INSTALLERS**

[Refer to 3.2.11](#)

###### **4.4.4.2.2 RESERVED.**

###### **4.4.4.2.3 WARRANTY COVERAGE**

[Refer to 3.3.11](#)

###### **4.4.4.2.4 TECHNICAL COMPLIANCE DECLARATION**

[Refer to 3.2.12](#)

###### **4.4.4.2.5 MANUFACTURER'S INFORMATION**

[Information has been provided by each contractor and will be made available upon request.](#)

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##### **4.4.4.3 PRODUCT LITERATURE/MANUFACTURER'S SPECIFICATIONS**

The bidder is required to submit illustrated literature, warranty documents, manufacturer's specification sheets and all necessary data on the unit it proposes to furnish. All submittals shall be properly labeled, showing the bidder's name and bid number. The bidder should also provide manufacturer's drawing, schematics and blueprints, if available.

##### **4.4.4.4 COOPERATIVE PURCHASING**

The bidder should complete the attached Cooperative Purchasing Form indicating willingness or unwillingness to extend State contract pricing and terms to Cooperative Purchasing partners.

#### **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.

(See 4.4.7 - Method of Bidding - on the next page.)

#### 4.4.7 **METHOD OF BIDDING**

4.4.7.1 Bidders must provide/satisfy the following:

CONTENTS	RFP SECTION REFERENCE	COMMENTS
<b>Signatory Page</b>	<a href="#">4.4.1.1</a>	Signatory page, signed and completed. <a href="https://wwwnet1.state.nj.us/Webdocs/Treasury/DPP/eBid/08-X-39648Coversheet.pdf">https://wwwnet1.state.nj.us/Webdocs/Treasury/DPP/eBid/08-X-39648Coversheet.pdf</a>
<b>Standard RFP Forms <a href="#">4.4.1</a></b>	<a href="#">4.4.1.2</a>	Ownership Disclosure Form
	<a href="#">4.4.1.3</a>	Disclosure of Investigations and Actions Involving Bidder
	<a href="#">4.4.3.1</a>	MacBride Principles Certification
	<a href="#">4.4.3.2</a>	Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate
<a href="https://wwwnet1.state.nj.us/Webdocs/Treasury/DPP/eBid/StandardDocuments.pdf">https://wwwnet1.state.nj.us/Webdocs/Treasury/DPP/eBid/StandardDocuments.pdf</a>		
<b>Bidder Data Sheet</b>	<a href="#">4.4.4.1</a>	Bidder Data Sheet <a href="https://wwwnet1.state.nj.us/Webdocs/Treasury/DPP/eBid/BiddersDataPacket.pdf">https://wwwnet1.state.nj.us/Webdocs/Treasury/DPP/eBid/BiddersDataPacket.pdf</a>
<b>Cooperative Purchasing Form</b>	-	Cooperative Purchasing Form <a href="https://wwwnet1.state.nj.us/Webdocs/Treasury/DPP/eBid/CooperativePurchase.pdf">https://wwwnet1.state.nj.us/Webdocs/Treasury/DPP/eBid/CooperativePurchase.pdf</a>
<b>RFP Text</b>	<a href="#">4.4.4.2.1</a>	List of Aftermarket Installers <a href="#">(3.2.11)</a>
	<a href="#">4.4.4.2.3</a>	Warranty Coverage <a href="#">(3.3.11)</a>
	<a href="#">4.4.4.2.4</a>	Technical Compliance Declaration <a href="#">(3.2.12)</a>
	<a href="#">4.4.4.2.5</a>	Manufacturer's Information
<a href="https://wwwnet1.state.nj.us/Webdocs/Treasury/DPP/eBid/08-X-39648RFP.pdf">https://wwwnet1.state.nj.us/Webdocs/Treasury/DPP/eBid/08-X-39648RFP.pdf</a>		
<b>Price Sheet(s)</b>	<a href="#">4.4.6</a>	Price Sheet(s) <a href="https://wwwnet1.state.nj.us/Webdocs/Treasury/DPP/eBid/08-X-39648Pricesheet.pdf">https://wwwnet1.state.nj.us/Webdocs/Treasury/DPP/eBid/08-X-39648Pricesheet.pdf</a>
<b>Product Literature</b>	<a href="#">4.4.4.3</a>	Product Literature/Manufacturer's Specifications and preprinted option price list
<b>Business Registration</b>	<a href="#">4.4.2.1</a>	Business Registration from Division of Revenue NJ Standard Terms & Conditions: Section 1.1

4.4.7.2 There are two (2) groups in this RFP, one for Brush Bandit 150 or equal brush chipper and the other for Brush Bandit 250 or equal brush chipper. Each group has four price lines, one for brush chipper, one for optional paint color, one for optional manuals and one for manufacturer's options. A single award will be made for each group, and not for each price line individually. Bidders must bid on all price line items in a group to be qualified for the group. Bidders, however, can bid on one or both groups. If a bid proposal is rejected, or determined to be non-responsive, for any of the price lines in a group, the entire bid proposal for the group shall be rejected, or determined to be non-responsive, leaving the bid proposal for the other group eligible for contract award, if so bid.

4.4.7.3 Price lines are grouped for bid evaluation and award purposes only. An end user shall be able to order brush chipper only or brush chipper with optional paint or optional manuals, or any combination of compatible manufacturer's options.



4.4.7.4 A bidder shall bid firm, fixed prices in dollars on the first three price lines in a Group - brush chipper (price lines 1 and 5), special monotone paint color (price lines 2 and 6) and manuals (price lines 3 and 7) - and firm, fixed percentage discount off options' list prices on price lines 4 and 8 (manufacturer's published options).

4.4.7.5 As explained in Section 6.1 (Evaluation), the prices bid for the brush chipper, special monotone paint color and manuals and the % discount bid on manufacturer's options' price line shall determine the price index for the group. The price index is determined for bid ranking and evaluation purposes only, based upon which, among other specified criteria, a contract shall be awarded. The price index, however, shall have no bearing once the contract is awarded. User will be able to purchase brush chipper only or brush chipper with any compatible combination(s) of manufacturer's published options, using contract price, % discount and list prices of the manufacturer's published options purchased.

4.4.7.6 Pricing bid shall include delivery, inspection and all other requirements of this RFP.

4.4.7.7 The resulting contract shall not offer manuals, paint or manufacturer's published option only, without a base price line item purchase. All purchases must include base price line item purchase.

4.4.7.8 Users will be able to purchase one or more compatible manufacturer's published options, along with a purchase of one brush chipper (price line 1 item), using manufacturer's options' price line (line 4 or 8), by deducting the contract discount from the sum of purchased manufacturer's options' list prices.

4.4.7.9 A bidder shall provide, included with its bid proposal, a manufacturer's published list of options with corresponding list prices for the brush chipper bid. Upon establishment of contract, manufacturers' published list of options with list prices shall become part of the Notice of Award (NOA) and be uploaded to the Purchase Bureau's website. Failure to provide the required lists may cause bid rejection.

4.4.7.10 If a bidder chooses not to offer any particular manufacturer's published option(s), it shall cross-out the option(s) not offered from the manufacturer's published list provided with its bid proposal, with authorized initials next to crossed-out option(s). Bidder, however, should limit the number of such crossed-out options to a minimum. Any bid proposal with a pattern of excessive crossed-out options or crossed-out options with no justification, to gain unfair advantage, shall be subject to bid rejection.

4.4.7.11 List prices are used for reference benchmark purpose only. The State is not expecting to purchase options at the list prices. The State is expecting a significant discount off the list prices for the manufacturer's published options.

4.4.7.12 In the event that no bid proposal offers a reasonable discount off the list prices for the manufacturer's published options or if deemed in the best interest of the State, the Director may determine to award the first three price line items in a Group only (price lines 1 through 3 for Group 1 or price lines 5 through 7 for Group 2). In such case, the manufacturer's options (price line 4 and 8) shall be removed from the bid evaluation criteria and bid proposals would be ranked based on a sum of total prices on price lines 1 through 3 for Group 1 and 5 through 7 for Group 2.

4.4.7.13 Again, any disqualification on any of the price lines in a Group shall cause the entire group to be disqualified.

4.4.7.13.1 Prices bid shall be legible. Any alteration or appearance of alteration must be initialed by the authorized person. Any missing or illegible price or price correction or appearance of price alteration without bidder's qualifying initials shall cause the bid to be disqualified for that price line item and the group that price line item is part of.

4.4.7.13.2 **NOTE:** Bidders are advised to initial prices bid regardless of price alteration, to avoid bid rejection due to causes mentioned in requirement 5.0 on the signatory page of this RFP, including, but not limited to, appearance of alteration.

4.4.7.14 Quantity (third column) shown on a price line on the price sheet is for bid evaluation purposes only. The State doesn't guarantee any minimum or average or maximum quantity per order, nor total quantity during contract term, including any extension thereof.

4.4.7.15 **For a bid proposal to be considered and awarded, the bidder must provide all submittals listed in 4.4.7.1 – Signatory Page, Standard RFP Forms, Bidder Data Sheet, RFP specific information (RFP text), Price Sheet and Product Literature – and satisfy Business Registration requirement.**

4.4.7.16 The bidder shall provide complete and accurate information throughout this RFP, in the spaces provided, including, but not limited to, spaces provided on all price lines on the price sheets. Failure to do so may result in a bid rejection. A bidder is cautioned to thoroughly review the information it has provided, before submitting its bid proposal. Any erroneous information provided on the brush chipper price lines by the contractor shall affect how the manufacturer's option is ordered.

4.4.7.17 If a bidder identifies the unit offered by denoting make and model, as required on the price line, but does not provide the required literature, or provides the required literature, but does not identify the unit offered, the State reserves the right to request all information necessary to evaluate the bid from the bidder. The bidder must respond to such request within twenty-four (24) hours from the time the bidder is notified. If the information requested is not received within twenty-four (24) hours, the bid proposal will be rejected. A bid proposal which does not identify both the unit bid and does not include the required literature shall be rejected.

4.4.7.18 **IMPORTANT NOTE:** A bidder is strongly advised not to take any deviations or substitutions. **Any material deviation shall result in rejection of the bid proposal as non-responsive.**

4.4.7.19 The bidder's signature guarantees that the prices set forth within the manufacturer's preprinted price lists and/or catalogs, along with prices and discount bid, will govern for the period of the contract, if awarded.

4.4.7.20 **IMPORTANT NOTE:** Bidders are reminded of the requirement stated in 4.3. A bidder failing to provide one (1) full, complete and exact copy of the original bid proposal will be charged the cost incurred by the State in producing the requested copy.

## **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/08x39648.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/08x39648.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.

## **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 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 is authorized to ship only those items covered by the contract resulting from this RFP. If a review of orders placed by the using agency reveals that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director 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 RESERVED.**

## **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/08x39648.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 EVALUATION CRITERIA**

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 Group price index.**

Price index (PI), a formulation that is based on unit bid price for price line 1 (BP), manufacturer's list price for brush chipper bid on price line 1 (LP), a sum of unit bid prices for price line 2 and 3 (TA), % discount bid on price line 4 (D) and options utilization factor in percentage (U = 10%). Price index is calculated as follows:

$$PI = BP (1 - U/100) + TA + [2LP (1 - D/100)] \times U/100$$

Example 1 BP = \$16,000, LP = \$20,000, D = 25%, TA = \$1,300 and U = 10%

$$\begin{aligned} \text{Price index} &= 16000 (1 - 10/100) + 1300 + [2 \times 20000 \times (1 - 25/100)] \times 10/100 \\ &= 14400 + 1300 + (30000) \times 0.10 \\ &= 14400 + 1300 + 3000 \\ &= 18700 \end{aligned}$$

If discount D were 20%, the price index would have been 18,900.

Example 2 BP = \$15,000, LP = \$18,750, D = 25%, TA = \$1,200 and U = 10%

$$\begin{aligned} \text{Price index} &= 15000 (1 - 10/100) + 1200 + [2 \times 18750 \times (1 - 25/100)] \times 10/100 \\ &= 13500 + 1200 + (28125) \times 0.10 \\ &= 13500 + 1200 + 2812.50 \\ &= 17512.50 \end{aligned}$$

If discount D were 20%, the price index would have been 17,700.

### **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.

### **6.1.4 Delivery schedule bid.**

6.1.5 Bidders compliance with the submission requirements, such as manufacturer's published options price list.

Note: The State reserves the right to reject any or all bid proposals with excessive pricing. Minimal discount coupled with excessive bid prices may result in to excessive pricing. The State reserves the right to rebid the term contract, if deemed in the best interest of the State. If deemed in the best interest of the State, bidders bidding excessive pricing may be invited to reconsider their pricing.

Note: The State reserves the right to request any information necessary to carry out the bid evaluation, confirm that the bid proposal submitted is complete and accurate and/or clarify any ambiguity in the bid proposal. Bidders shall provide the required information within twenty-four (24) hours of notification of such request. Failure to do so may necessitate rejection of the bid proposal as non-responsive.

## **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 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](http://www.elec.state.nj.us).

#### **7.2 FINAL CONTRACT AWARD**

A single award shall be made for each group with reasonable promptness by written notice to that responsible bidder, whose bid proposal, conforming to this RFP, is 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.