



Request for Proposal 08-X-39986

For: Rebid of Trash Removal Services for Greystone Park Psychiatric Hospital

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	NOVEMBER 28, 2007	5:00 PM
Mandatory Pre-bid Conference	DATE	TIME
Mandatory Site Visit	DATE	TIME
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	DECEMBER 14, 2007	2:00 PM

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

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

Using Agency

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

Greystone Park Psychiatric Hospital

Date: 10/31/07

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SPECIAL NOTE - PUBLIC WORKS CONTRACTOR REGISTRATION ACT

Public Works Contractor Registration Act (PWCRA) - This act specifies that no contractor or subcontractor shall bid on, or engage in, any contract(or part thereof) for public work which is subject to the provisions of the (NJ Prevailing Wage Act), P.L. 1963, Chapter 150, for the construction, reconstruction, demolition, alteration, repair or maintenance of a public building regularly open to and used by the general public or public institution, and includes any subcontractor or lower tier subcontractor of a contractor unless they are registered with the Commissioner of Labor. For the purpose of the Public Works Contractor Registration Act, no pumping station, treatment plant, or other facility associated with utility and environmental construction, reconstruction, demolition, alteration, repair or maintenance shall be regarded as a public building regularly open to and used by the general public or public institution. This act requires that all contractors, including named subcontractors, to register with the Department of Labor prior to submitting price proposals or engaging on certain public works contracts that exceed the prevailing wage threshold. The prevailing wage threshold for this State is \$2,000.00. For additional information visit Department of Labor's website at <http://www.state.nj.us/labor/lssc/lspubcon.html>.

ALL BIDDERS SHOULD SUBMIT A COPY OF THIS CERTIFICATION ISSUED BY THE DEPARTMENT OF LABOR WITH THEIR BID PROPOSAL.

1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

SPECIAL NOTE: THIS IS A REBID

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of Greystone Park Psychiatric Hospital located in Greystone Park, NJ. The purpose of this RFP is to solicit bid proposals for trash removal services.

The intent of this RFP is to award a contract to that responsible bidder whose bid proposals, 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 & 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.

Please note: There will be no Negotiation and/or Best and Final Offer (BAFO) used in this procurement.

1.2 BACKGROUND

Not Applicable to this procurement – This is a New Procurement.

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. The Purchase Bureau will not respond to substantive questions related to the RFP or any contract.

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

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, SELECT THE BID NUMBER ON THE BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

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

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

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

1.4.2 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP.

1.4.3 COST LIABILITY

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

1.4.4 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law.

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

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

1.4.5 BID OPENING

On the date and time bid proposals are due under the RFP, only the names and prices of the bidders submitting bid proposals will be publicly announced. The contents of the bid proposals shall remain confidential until the Notice of Intent to Award is issued by the Director.

1.4.6 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.

1.4.7 BID ERRORS

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

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

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

Administration Unit (CCAU) for handling. A record of the complaint will also be maintained in the Division's vendor performance file for evaluation of future bids submitted.

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

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

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

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

1.4.8 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder, Affirmative Action Employee Information Report, MacBride Principles Certification, and Business Registration or Interim Registration must be supplied for each party to a joint venture.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

The following definitions will be part of any contract awarded or order placed as result of this RFP.

Addendum – Written clarification or revision to this RFP issued by the Purchase Bureau.

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

Amendment – A change in the scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Director, Division of Purchase and Property.

Bidder – An individual or business entity submitting a bid proposal in response to this RFP.

Contract – This RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP, as accepted by the State.

Contractor – The bidder awarded a contract resulting from this RFP. Also referred to as the Implementation Contractor.

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

Evaluation Committee – A committee established by the Director to review and evaluate bid proposals submitted in response to this RFP and to recommend a contract award to the Director.

Firm Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by the State unless there is a change in the scope of work.

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, not mandatory.

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

Request for Proposal (RFP) – This document which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of the using Agencies as identified herein.

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

Should – Denotes that which is recommended, not mandatory.

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

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

State – State of New Jersey.

Subcontractor – An entity having an arrangement with a State contractor, where the State contractor uses the products and/or services of that entity to fulfill some of its obligations under its State contract, while retaining full responsibility for the performance of all of its [the contractor's] obligations under the contract, including payment to the subcontractor. The subcontractor has no legal relationship with the State, only with the contractor.

Task – A discrete unit of work to be performed.

Using Agency[ies] – The entity[ies] for which the Division has issued this RFP and will enter into a contract.

2.2 CONTRACT SPECIFIC DEFINITIONS

Not applicable to this procurement.

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

3.1 CONTAINERS - GENERAL SPECIFICATIONS AND REQUIREMENTS

3.1.1 All containers not indicated as agency owned are to be supplied by the vendor.

3.1.2 Containers shall be scheduled to be emptied on call or on all scheduled days between the hours of 8:00 a.m. to 4:30 p.m. The exact day and expected time of each collection will be as specified by the appropriate agency personnel responsible for the operation of the collection site facility. A State business day is defined as any calendar day, exclusive of Saturdays, Sundays, State recognized legal holidays, and such other holidays or State office closings as directed by the Governor. The exact day and expected time of each collection will be as specified by the Using Agency's authorized representative. Whenever a collection day falls on a day other than a State business day, an alternate collection day within the same collection period must be arranged with an agency's authorized representative.

3.1.3 Collections are to be made from containers located in accordance with instructions from the agency's authorized representative.

3.1.4 The trash to be collected shall not be limited to a singular type of material. Essentially, such material will be a mixture of solid waste material identified as number 10 and 13 as defined by the Department of Environmental Protection for classification of solid waste.

3.1.5 The contractor will maintain all the containers in good working order. Containers must be cleaned and deodorized monthly or as directed by the agency's authorized representative.

3.1.6 The container sizes are to be as specified in this RFP or as requested by the agency's authorized representative.

3.1.7 The contractor agrees to respond to request(s) for unscheduled collections. Also, the number of pick-ups per week may be increased and/or decreased during the term of the contract.

3.1.8 All lids on the trash receptacles must be closed after removal of trash.

3.1.9 All trash is to be collected and removed from State property to a dump or disposal area provided by the contractor which has been approved for such use by the appropriate licensing authority.

3.1.10 At the start of each new contract year (15 days after notification of award or within 10 working days of the start of the second or third contract year), all containers except "turnaround" types must be freshly painted, unless otherwise stated by the agency's authorized representative. The "turnaround" contractor(s) shall have been painted within the previous 12 months before being placed at the site.

3.1.11 All trash spilled by the contractor in the collection or removal process must be picked up by the contractor. Contractor will not squeeze contents of trash truck on grounds.

3.1.12 Containers used for trash should be labeled with the words "No Cardboard" and "No Hazardous Waste."

3.1.13 Containers used for corrugated cardboard should be labeled "Cardboard Only" and "No Hazardous Waste".

3.2 PERFORMANCE REQUIREMENTS FOR ALL LOCATION(S) COMPACTORS

- 3.2.1 Contractor must maintain the self-contained compactor unit in size as requested on the bid sheet of this RFP.
- 3.2.2 Contractor to provide full service and maintenance of the compactor for the term of the contract and any extension thereof.
- 3.2.3 Ozonation device to be supplied with units for insect and rodent control.
- 3.2.4 Compactor supplied must comply with all pertinent existing OSHA requirements.
- 3.2.5 Compactor to have multi-cycle timers with push-button electronic controls and automatic reverse.
- 3.2.6 Contractor to supply six (6) keys with compactor.
- 3.2.7 Compactor to be self-cleaning, when dumped.
- 3.2.8 Contractor to be responsible for making the final electrical connections to the compactor.
- 3.2.9 The State will provide the necessary concrete slabs and electrical power at site.
- 3.2.10 Time allowance between pickup and return of a damaged or replaced compactor can be no more than twenty-four (24) hours.
- 3.2.11 Repeated breakdowns of any vendor-supplied compactor can be cause for requiring replacement of the unit at no cost to the State.

3.3 PRICE ADJUSTMENT

3.3.1 Solid waste collection and disposal will be subject to the provisions of the New Jersey State Solid Waste Management Laws, P.L. 1975, Chapter 326 and all amendments thereto. Further, the contractor shall comply with the District Solid Waste Management Plan of the applicable county and any franchises granted by DEP. Any collector/hauler who fails to comply with the provisions contained herein shall be deemed to be in violation of N.J.S.A. 48:13a-1 et. seq., and shall be subject to the provisions of these and all other applicable laws and regulations.

In the event DEP approves a disposal rate increase/decrease, or redirects solid waste, including any mandated State surcharges, then the approved disposal rate increase/decrease will be added to the attested contract unit prices as follows: The contractor must provide a written request to the Purchase Bureau for the disposal rate increase/decrease. If the contractor's written request is received within ten (10) days from the date of written notification from the disposal facility, then the disposal facility notification date is the date the increase/decrease becomes effective. If the contractor's written notification is not received within ten (10) days from the disposal facility's notification, then the date of the contractor's notification letter to the Purchase Bureau will be the effective date of the increase/decrease. Full documentation from the disposal facility must be submitted to the Purchase Bureau for approval. At no time can these additional costs be recovered before a written approval from the Director of the Division of Purchase and Property is submitted to the vendor.

This written request must include the following:

- 1) A letter from your company listing the amount of the increase/decrease requested, the contract number(s), locations and addresses and line number(s) affected, the current rate and the new rate requested for each line number.
- 2) A copy of the "Written Notice" from the Disposal Facility indicating the amount of the increase/decrease and the effective date of the increase/decrease.

For disposal facilities not located in the State of New Jersey and not governed by DEP, the disposal cost increase/decrease must be documented, approved by DEP and signed by an official of the corporation and notarized. The Director of the Division of Purchase and Property will review the request and may authorize the approved means to affect the additional cost.

All contractors shall be required to submit an invoice from their designated disposal facilities indicating the types of trash that were picked up, i.e. loose or uncompacted, vendor compacted waste or using agency compacted waste which is defined as follows:

Loose or Uncompacted Waste

Material picked up and delivered to a disposal facility by the contracted vendor in a loose or uncompacted condition, usually an open roll-off container, typically a 20, 30, or 40 cubic yard capacity.

Vendor Compacted Waste

Material picked up loose usually in a 1, 1 1/2, 2, 3, 4, 5, 6, & 8 cubic yard container and dumped into a front end loader and/or rear end loader truck where it is compacted to a ratio of 5 to 1 and delivered to a disposal facility by the contracted vendor.

Using Agency Compacted Waste

Material dumped loose into a compacting container which is operated by the using agency and is picked up already compacted by the contracted vendor and delivered to the designated disposal facility.

Manual Pickup Loose

Material picked up loose and dumped into a rear end or side loader truck. The using agency to supply the approximate number of cubic yards to be picked up daily. This material shall be compacted and delivered to the designated disposal facility.

Redirection Fee

The additional fee charged should trash disposal facility be changed during the term of this contract by DEP causing an increase or decrease in travel distance shall be \$1.50 per mile.

The miles will be calculated on the difference of the additional, or decrease in miles traveled from pick up site to new landfill site. Roll-off containers will be calculated on a round trip basis.

The State will pay disposal rate increases/decreases as approved by DEP by using the following ratios in determine the additional cost to be added/subtracted to the contract prices:

Loose or Uncompacted waste a ratio of 1 to 1

Vendor Compacted waste a ratio of 5 to 1

Using Agency Compacted waste a ratio of 1 to 1

Manual Pickup loose a ratio of 5 to 1

For all compacted trash, the State will permit an increase of one-fifth (ratio of 5 to 1) of the increase in disposal costs. All other disposal rate increases will be paid at a rate of one to one (ratio of 1 to 1).

In addition to the above disposal cost increases, the contracted vendor shall also be able to assess State using agencies the State mandated surcharges that may be imposed during the contract period as a result of new legislative regulations or increases to current taxes.

3.4 PRICE REDUCTION

3.4.1 Should there be a decrease in disposal cost fees as a result of redirection of trash, decreased prices at the disposal facility or a decrease in the State mandated surcharges and/or taxes, the same formula used to calculate an increase will be used to calculate the decreased cost to the State.

3.4.2 The State will not be responsible for any increased costs due to a change in the Disposal Facility being used by a contractor of their own choice. This applies only to counties where waste flow regulations do not exist.

3.5 RESPONSIBILITY OF THE CONTRACTOR

3.5.1 The contractor shall be responsible for the performance of all work under this contract.

3.5.2 The contractor shall be responsible for the acts and/or omissions of his employees, agents and subcontractors.

3.6 CONTRACTOR'S BILLING

3.6.1 The contract price shall be based on a price per cubic yard, ton, price per haul and monthly rental fee (where applicable).

3.6.2 Invoices and tickets from the transfer station shall be presented monthly to the Greystone Park Psychiatric Hospital, Business Office by the 15th day subsequent to the last day of each calendar month. Both documents must include the number of pickups and location(s).

3.6.3 Contractor's must submit bills on a monthly basis to Using Agency. Two (2) or more months billing is not acceptable.

4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

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

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

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page <http://www.state.nj.us/treasury/purchase/bid/summary/08-X-39986.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 must also submit **one (1) full, complete and exact copy and one (1) unbound, 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.

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4.4 BID PROPOSAL CONTENT

The bid proposal should be submitted in one volume and that volume divided into four (4) sections with tabs (separators), and the content of the material located behind each tab, as follows:

- Section 1 - Forms (Section 4.4.1 - 4.4.3)
- Section 2 – Submittals/Credentials (Section 4.4.4)
- Section 3 – Financial Capability of the Bidder (Section 4.4.5)
- Section 4 - Cost Proposal (Section 4.4.6)

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/08-X-39986.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/08-X-39986.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/08-X-39986.shtml>.

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

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

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

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

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08-X-39986.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/08-X-39986.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/08-X-39986.shtml>.

4.4.4 SUBMITTALS

CRENDENTIALS

Your Certification of Public Convenience & Necessity (CPCN) # _____

Your DEP #: _____

Note to Bidders:

MANDATORY: BIDDERS MUST INDICATE IN THE SPACES PROVIDED ON THE PRICE SHEETS THE NAME AND LOCATION OF THE WASTE FACILITY WHERE WASTE WILL BE TAKEN COLLECTED UNDER THIS CONTRACT.

4.4.4.1 BIDDER EXPERIENCE - DATA SHEET

BIDDER'S DATA SHEET

08-X-39986

The bidder must provide all of the information requested on the Bidder's Data Sheet below.

CUSTOMER SERVICE CONTACT DATA

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

Name:	Telephone Number:
Address:	Fax Number:
City: State: Zip:	Years experience:
	Identify accounts serviced:

REFERENCE – SATISFACTORY CUSTOMER SERVICE

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

	Firm Name	# of Years of Customer	Contact Name	Phone #
1.				
2.				
3.				
4.				
5.				

TERMINATED CONTRACTS

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

	Firm Name	Contact Name	Phone #	Reason for Termination
1.				
2.				
3.				

Signature: _____ Date: _____

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.

Bidders must also indicate in the spaces provided on the price sheets the name and location of the Waste Facility where waste will be taken collected under this contract.

4.4.7 METHOD OF SUBMITTING PRICES

Bidders must bid prices for the **entire agency or each agency**, whichever applies, for all three (3) years (Years 1, 2 and 3) as listed in the bid and on the price sheets. This will allow the Purchase Bureau to evaluate this solicitation properly and on equal footing. Failure to do so will result in the rejection of your bid.

Bidders must submit on the attached bid sheet(s) their prices per pick up/cu yd/ton/haul fee as indicated for the particular price line(s). Prices quoted must include all applicable Federal, State, and Municipal taxes. All other information requested on the bid sheet(s) must be completed. The bidder's signature on the RFP will attest to the fact that the bidder can service the location bid upon. Failure to include all applicable Federal, State and Municipal taxes will result in the rejection of your bid. Failure to sign the bid will result in the rejection of your bid.

VENDOR MUST UTILIZE THE OFFICIAL COUNTY TIPPING FEES FOR THE LANDFILLS AND/OR RESOURCE FACILITIES IT IS BIDDING.

WHEN BIDDING ON THE PRICE SHEETS, PLEASE USE ONLY THE FIRST COLUMN FOR THE UNIT PRICE. THE SECOND COLUMN SHOULD BE LEFT BLANK.

THE STATE RESERVES THE RIGHT TO TAKE IN CONSIDERATION THE AGENCY'S CURRENT NUMBER OF HAULS AND THE CURRENT AMOUNT OF TONNAGE WHEN CALCULATING THE TOTAL BID PRICE.

Site Inspection:

It is the responsibility of the bidder to visit the site and make a tour and inspection of the area to be serviced under the terms of this RFP. The selected vendor is required to assume sole responsibility for the complete effort as required in this RFP. No special consideration shall be given after bids are opened because of the bidder's failure to be knowledgeable of all conditions existing at a site.

No discussion at the Site Inspection or answers given at the Site Inspection will be binding unless confirmed in writing via Addendum prior to bid opening by the Purchase Bureau.

An appointment for an on-site inspection can be made by contacting the
Contract Manager for this contract:

**Mr. Jack R. Frey, Business Manager, Acting
Greystone Park Psychiatric Hospital**

Phone: 973-538-1800, Ext. 4004

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/08-X-39986.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/08-X-39986.shtml>. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all

or part of **two (2)** one-year periods, by the mutual written consent of the contractor and the Director. **Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than 45 days after contract expiration.**

5.3 CONTRACT TRANSITION

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

5.4 CONTRACT AMENDMENT

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

5.5 CONTRACTOR'S WARRANTY

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

5.6 SERVICES ORDERED AND DELIVERED

The Using Agency is authorized to services/supplies and the contractor is authorized to provide only those services/supplies covered by the contract(s) resulting from this RFP. If a review of orders placed by the Using Agency [Agencies] reveals [reveal] that services other than that covered by the contract has been ordered and delivered, such services 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 services terminated by the Agency, regardless of the time between the date of services and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

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

5.7 REMEDIES FOR FAILURE TO COMPLY WITH SERVICE CONTRACT REQUIREMENTS

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

5.8 MANUFACTURING/PACKAGING REQUIREMENTS

Not applicable to this procurement.

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/08-X-39986.shtml>, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

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

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

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

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

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

6.0 PROPOSAL EVALUATION

6.1 CONTRACT EVALUATION

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

6.1.1 Price

6.1.2 Experience of the bidder

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

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

Prior to contract award and with the exception of scheduling a review of submitted bids, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal with the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

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

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

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

6.3 BID DISCREPANCIES

In evaluating bids:

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

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

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

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

7.1.1.1 DEFINITIONS

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

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

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

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

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

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

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

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

7.1.1.4 STATE TREASURER REVIEW

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

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

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

7.2 FINAL CONTRACT AWARD

Contract award[s] shall be made with reasonable promptness by written notice to that responsible bidder(s), whose bid proposal(s), conforming to this RFP, is(are) most advantageous to the State,

price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

7.3 INSURANCE CERTIFICATES

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

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

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

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

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the services and 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.