



Request for Proposal 09-X-20554

For: SODIUM CHLORIDE (ROCK SALT - BULK) NJDOT AND QUASI-STATE AGENCIES

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	08/15/08	5:00 PM
Mandatory Pre-bid Conference	N/A	
Mandatory Site Visit	N/A	
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	08/28/08	2:00 PM

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

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

RFP Issued By

Using Agency/Agencies

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

State of New Jersey

Date: 07/30/08

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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 New Jersey NJDOT (NJ DOT) and participating Quasi-State Agencies. The purpose of this RFP is to solicit bid proposals to furnish either domestic or foreign-mined sodium chloride (rock salt), as specified herein. This RFP is intended to supply bulk sodium chloride (rock salt), to the NJDOT and Quasi-state agencies, namely, South Jersey Transportation Authority, Port Authority Transit Corp. (PATCO), New Jersey Transit Corporation, Delaware River Joint Toll Bridge Commission, Port Authority of NY and NJ, and New Jersey Turnpike Authority.

The intent of this RFP is to award contracts to those responsible bidders whose bid proposals, conforming to this RFP are most advantageous to the State, price and other factors considered. However, the State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

The NJ Standard Terms and Conditions version 07/27/07 will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

IMPORTANT NOTE:

This RFP requires bidder's to submit bid prices on four (4) different price sheet attachments as follows:

1. **ATTACHMENT A:** This lists "**GUARANTEED MINIMUM QUANTITY PURCHASES, BY INDIVIDUAL LOCATIONS**", for the **NJDOT, Northern & Central Regions Only**. The bidder is required to submit firm fixed prices for guaranteed minimum quantities delivered to each location and a delivered price with a monthly fuel surcharge adjustment, as per terms listed in Section 3.11.7 of the RFP.
2. **ATTACHMENT B:** This lists "**GUARANTEED MINIMUM QUANTITY PURCHASES BY INDIVIDUAL LOCATIONS**", for the **PATCO locations Only**. The bidder is required to submit firm fixed prices for guaranteed minimum quantities delivered to each location. No fuel surcharge adjustment will be paid for this agency's locations.
3. **ATTACHMENT C:** This lists "**ESTIMATED QUANTITY PURCHASES BY INDIVIDUAL LOCATIONS**", for the **NJDOT, Southern Region Only**. The bidder is required to submit firm fixed prices for estimated quantities delivered to each location bid and a delivered price with a monthly fuel surcharge adjustment, as per terms listed in Section 3.11.7 of the RFP.
4. **ATTACHMENT D:** This lists "**ESTIMATED QUANTITY PURCHASES BY South Jersey Transportation Authority, New Jersey Transit, Delaware River Joint Toll Bridge Commission, Port Authority of New York and New Jersey and New Jersey Turnpike Authority locations only**". The bidder is required to submit firm fixed prices for estimated quantities delivered to each Quasi-State Agency location listed on Attachment D. No fuel surcharge adjustment will be paid for these Quasi -State Agencies' locations.

1.2 BACKGROUND

This is a reprocurement of the **Sodium Chloride (Rock Salt) NJDOT and the Authorities** term contract, presently due to expire on **October 31, 2008**. Bidders who are interested in the current contract specifications and pricing information may review the current contract T-0213 at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

NOTE: NJDOT is committed to purchase guaranteed minimum quantities for both the North and Central regions only. The South region identifies estimated quantities. Individual locations are identified on Attachments A & C for each DOT region. PATCO has also committed to purchase guaranteed minimum quantities.

The bidder is strongly encouraged to submit bid pricing, both, with and without fuel surcharge adjustments for each D.O.T. location listed on Attachments A & C. The State will determine whether to award all locations with or without the fuel price adjustment, but not both.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

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

Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

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

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

1.3.2 SUBMISSION OF BID PROPOSAL

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

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

Directions to the Purchase Bureau can be found at the following web address:
<http://www.state.nj.us/treasury/purchase/directions.htm>.

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

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

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

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

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

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

[HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML](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. Because 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 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 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 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 Audit Unit (CCAU) for handling. A record of the complaint will also be maintained in the Division's vendor performance file for evaluation of future bids submitted.

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

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

If during a bid evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the bidder. The bidder will have five days after

receipt of the notice to confirm its pricing. If the vendor fails to respond, its bid shall be considered withdrawn, and no further consideration shall be given it.

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

1.4.7 JOINT VENTURE

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

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

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

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

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

Abbreviations

Standard DOT Specification 101.01& 101.2

Wherever in the specifications or other contract documents the following abbreviations and terms, or pronouns in place of them, are used, the intent and meaning, unless a different intent or meaning is clearly indicated, shall be interpreted as set forth in the following subsection.

When a publication is specified, it shall refer to the most recent date of issue as a specific date or the year it is provided for.

Wherever the following abbreviations are used, they are to be construed as set forth below.

AASHTO – American Association of State Highway and Transportation Officials

ANSI –American National Standards Institute

ASTM – American Society for Testing and Materials

CIAP –Construction Industry Advancement Program of New Jersey

FHWA – Federal Highway Administration

FSS – Federal Specifications and Standards

GSA – General Services Administration

NEMA – National Electrical Manufacturers Association

NJAC – New Jersey Administrative Code

NJ DOT – New Jersey NJDOT

NJSA – New Jersey Statutes Annotated

NACE – National Association of Corrosion Engineers

OSHA – Occupational Safety and Health Administration

UL – Underwriters' Laboratories

Department – The term "Department" means the Department of Transportation (NJDOT) of the State of New Jersey.

Department Laboratory – means the main NJ DOT testing laboratory located at 930 Lower Ferry Road, Trenton, New Jersey 08625 or such other laboratory as the Department may designate.

Engineer – means the State Transportation Engineer, acting directly or through his/her duly authorized representatives, such representatives acting within the scope of the particular duties delegated to them.

NOTE: In order to avoid repetition, whenever the following words are used, it shall be understood as if they were followed by the words "To the Engineer" or "By the Engineer":

"Acceptable, Accepted, Added, Allowed, Applied, Approved, Assumed, Authorized, Awarded, Calculated, Charged, Checked, Classified, Computed, Condemned, Conducted, Considered, Considered Necessary, Contemplated, Converted, Deducted, Deemed, Deemed Necessary, Deleted, Designated, Determined, Directed Disapproved, Divided, Documented Established, Evaluated, Examined, Excluded, Furnished, Given, Granted, Included, Incorporated, Increased, Indicated, Inspected, Insufficient, Issued, Made, Marked, Measured, Modified, Monitored, Notified, Observed, Obtained, Opened, Ordered, Paid, Paid For, Performed, Permitted, Provided,

Received, Recorded, Reduced, Re-Evaluated, Rejected, Removed, Required, Reserved, Re-Tested, Returned, Sampled, Satisfactory, Scheduled, Specified, Stopped, Submitted, Sufficient, Suitable, Supplied, Suspended, Taken, Tested, Unacceptable, Unsatisfactory, Unsuitable Or Used.

Inspector – The Engineer's authorized representative assigned to inspect contract performance, methods and materials related to the work both on and off the project site.

Materials Questionnaire – The specified forms on which the contractor shall notify the Engineer of the sources of materials it expects to use.

Project – The necessary work of providing the materials and services required under the contract.

The project may include work by others under other contracts.

Quasi-State Agency(ies) - Authorities

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

3.1 GENERAL

This RFP requires vendors to furnish bulk quantities of Rock Salt Sodium Chloride to the NJDOT locations, statewide, and specific locations listed for each participating Quasi-State Agency.

3.1.1 INQUIRIES AFTER CONTRACT AWARD- NJDOT AND AUTHORITIES

After award of the contracts, inquiries regarding the supply of materials shall be directed to the Supervisor of Materials at the NJDOT office located at 1035 Parkway Avenue, Trenton, New Jersey 08625, Telephone:(609) 530-3846. Contact persons and relevant information for participating quasi-agencies are listed separately in the RFP.

3.1.2 SCOPE OF OPERATIONS

Once the contracts are awarded by the Director, the NJDOT and the Authorities shall be authorized to order materials listed in this RFP for the duration of the contract.

3.1.3 FOREIGN MATERIALS

Foreign sources of supply will be acceptable, as long as they meet the requirements specified in this RFP.

3.1.4 PUBLIC CONVENIENCE AND SAFETY

Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, OSHA regulations, building and construction codes, and the rules and regulations of the State Department of Labor shall be observed.

3.1.5 TIME OF COMPLETION

The contract duration as specified in the RFP shall be the period during which purchase orders may be submitted for the receipt of material. The contractor will be required to provide all ordered materials after expiration of the contract provided that the purchase order for the item(s) was submitted prior to the expiration date of the contract.

3.2 GENERAL REQUIREMENTS AND INSTRUCTIONS

3.2.1 FACILITIES

The contractor must have adequate facilities for handling, storing and delivering the rock salt. Proper measures must be taken to prevent contamination; provide protection from all elements; and provide adequate storage, and/or delivery facilities to ensure material is delivered at the designated locations as instructed by the NJDOT and all other ordering Authorities.

All trucks delivering material to the NJDOT and all other ordering Authorities storage sites must be equipped with suitable coverings to prevent loss or contamination of the material in transit.

All contractor facilities are subject to inspection and approval prior to award or during contract term.

3.2.2 MANUFACTURER AND BRAND

The contractor shall provide sodium chloride (rock salt) in accordance with the brand, manufacturer and mine and stockpile locations of sodium chloride (rock salt) furnished by the bidder as indicated in Attachment E of this RFP. Also refer to [Section 4.4.4.2](#) of this RFP, unless the Engineer approves a substitute.

3.2.3 INTERPRETATION OF QUANTITIES IN RFP

The RFP includes both committed minimum and estimated quantities as listed in Attachments A, B, C & D. Payment will be made only for the actual quantities of materials furnished in accordance with this RFP. Such payment shall be made at the original unit price bid for the quantities of sodium chloride (rock salt) accepted by the NJ DOT/Authority engineer and designated representatives of the quasi-state agencies participating in this RFP. The quantities of materials listed as “estimated” only on Attachments C & D, may be increased or decreased or eliminated in their entirety. There are no minimum or maximum quantities of salt that will be purchased by NJDOT and Quasi-State Agencies listed on Attachments C & D under the terms of this contract.

It is however, important to note that NJDOT locations (North & Central Regions Only) as listed on Attachment A and PATCO locations as listed on Attachment B have listed guaranteed minimum quantity of rock salt purchases per location. Both agencies reserve the right to meet these minimum guaranteed purchases by location, anytime up to the expiration of this contract by October 31, 2009. It is also important to note that NJDOT and PATCO reserve the right to purchase additional quantities of rock salt over and above the minimum guaranteed quantity for any individual location listed on as needed basis, up to the expiration of the contract period October 31, 2009 at contract prices.

3.3 SPECIFICATIONS: SODIUM CHLORIDE (ROCK SALT).

Sodium Chloride shall conform to ASTM D632, Type I, Grade I, with the following supplemental conditions:

3.3.1 The sodium chloride shall arrive at the NJ DOT or Quasi-State Agencies delivery sites in bulk and in a free-flowing, lump-free condition. This material must also be treated with a sufficient amount of anti-caking compound to increase outside storage capabilities.

3.3.2 The percent moisture content of the delivered sodium chloride material at the time of delivery will be determined by drying a representative sample at 230 plus or minus 9 degrees F (110 plus or minus 5 degrees C) to constant weight.

3.3.3 Material represented by samples containing moisture of more than 0.5 percent but not exceeding 1.5 percent will be accepted, but will be subject to a deduction of 1 percent of the delivered price for each 1/2 of 1 percent moisture or fraction thereof. Material exceeding 1.5 percent moisture may be accepted at the discretion of the NJ DOT with the appropriate adjustments as specified in this paragraph.

3.3.4 The clay size fraction of the insoluble residue shall not exceed 1 percent of the total salt material. The percentage of clay shall be determined by the NJDOT's test procedure "determination of clay size material in rock salt". The description of this test procedure is on file in the NJDOT's laboratory. A copy may be obtained upon request through the Q & A process.

3.3.5 This RFP does not permit vendors to substitute **solar salt** in lieu of **rock salt**, **sodium chloride**, as specified above.

The vendor must indicate on Attachment E of this RFP the type of salt being furnished (sodium chloride rock salt). Also refer to Section 4.4.4.2 of this RFP.

3.4 CONTROL OF WORK

3.4.1 AUTHORITY OF THE ENGINEER

The Engineer shall resolve all questions arising as to the quality and acceptability of materials furnished to NJDOT.

3.4.2 CONFORMITY WITH CONTRACT DOCUMENTS

All materials furnished shall be in conformity with the material requirements, including tolerances, if any, set forth in this RFP.

In the event the Engineer finds that the materials or the finished product in which the materials are used are not in conformity with the RFP, and have resulted in an inferior or unsatisfactory product, the materials shall be removed and replaced or otherwise corrected by the contractor at no cost to the State.

3.4.3 DUTIES OF THE INSPECTOR

Inspectors employed by the State will be authorized by the Engineer to inspect all materials furnished. Such inspection may extend to all or any part of the work and to the preparation or manufacture of the materials to be used.

3.4.4 INSPECTION OF MATERIALS

All materials shall be subject to inspection by the Engineer. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the contractor as is required to make a complete and detailed inspection. When the Engineer is in or about the premises referenced in Section 3.2.1 of this RFP, in the course of his employment, he is deemed conclusively to be a business invitee of the contractor. If the contractor is not the owner of the location where preparation or manufacture is performed, the owner thereof shall be deemed to be the agent of the contractor with respect to the obligation

assumed hereunder. The contractor or his agent shall be responsible for the payment of claims for injuries to the Engineer due to negligence on the part of the contractor or its agent.

3.4.4.1 The Engineer may order any materials delivered without his supervision or inspection to be removed and replaced at the Contractor's expense. Also, should the materials delivered prove unacceptable, the removal and replacement of such materials will be at the Contractor's expense.

3.4.4.2 The Contractor is responsible for carrying out the provisions of this RFP at all times and for control of the quality of the materials regardless of whether an authorized inspector is present or not. This obligation to perform the work in accordance with the RFP requirements is not relieved by the observations of the Engineer in the administration of the contract, nor by inspections, tests or approvals by others. Materials not meeting the RFP requirements shall be made good and unsuitable materials may be rejected, notwithstanding that such materials have been previously inspected and approved by the NJDOT or that payment therefore has been included in a monthly invoice.

3.5 CONTROL OF MATERIALS

3.5.1 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS

3.5.1.1 All materials furnished by the contractor will meet RFP specifications and shall be from approved sources. Only materials which have been approved by the Engineer shall be accepted.

3.5.1.2 Promptly after receipt of the contract award, the NJ DOT engineer shall be notified on materials questionnaire forms furnished by the Department, of the sources of materials expected to be used during the six (6) month period thereafter. Such notice shall be received by the Engineer no later than ten (10) days prior to the shipment of materials from a previously approved source and no later than thirty (30) days prior to the shipment of materials from a source not previously approved, except that, with the Engineer's consent, shipments of materials from approved stocks may be permitted to be made three (3) days after notice to the Engineer.

3.5.1.3 The contractor's sodium chloride (rock salt) material shall be handled properly to ensure that material stockpiled or material shipped in delivery trucks is a uniformly homogeneous mixed material.

3.5.1.4 No shipment will be made from contractor stockpiles of sodium chloride (rock salt) material to the NJDOT locations specified in this RFP until the material has been approved by the Department for delivery. The Engineer may reject use of any material delivered from unapproved stockpiles and the removal and replacement of such rejected materials will be at the contractor's expense.

3.5.1.5 Within 12 hours after receiving a shipment of materials, the Engineer shall be notified of the kind, size, quantity and location thereof.

3.5.1.6 The sources, brands or types of materials awarded in this RFP shall not be changed without the consent of the Director. Request for such changes shall be filed with the Division of Purchase and Property at least two (2) days in advance of such changes.

3.5.1.7 The notice provisions of this subsection shall not be so construed as to relieve the contractor of his obligation to ensure that all materials required shall be available at the time and place as set forth above. If any doubt exists as to the timely availability of a material, the

Engineer shall be immediately informed, in writing, of the potential problem and of the action to be taken to guarantee the availability of such materials, during the term of the contract.

3.5.1.8 Stockpiles of materials whose availability are or may be problematical shall be established at an early date.

3.6 MATERIALS, INSPECTIONS, AND SAMPLE TESTING

3.6.1 After notification of contract award and prior to shipment of the material, the contractor shall contact the NJDOT Chief, Bureau of Materials, 930 Lower Ferry Road, Trenton, New Jersey 08625; Telephone: 609-530-2308, to arrange for inspection and testing of the material. Only material which clearly exhibits the appropriate stamp or has obtained the necessary approvals of the Department will be accepted upon delivery, except that material which will be sampled after delivery will be accepted conditionally pending satisfactory results of the required sampling tests.

3.6.2 All materials supplied are subject to inspection, testing or rejection at any time prior to acceptance. Results of tests, made with the Department laboratory's apparatus and conforming to the requirements specified in the prescribed methods of tests, are official. Copies of test results will be furnished upon request.

3.6.3 Testing will be performed in accordance with AASHTO or ASTM methods of testing. Except as otherwise provided, all materials will be tested at the expense of the NJDOT and Quasi-State Agencies, conducting such tests.

3.6.4 The State reserves the right to reject any material not complying with the requirements set forth in this RFP. If the material fails to comply with the RFP requirements, it shall be removed and replaced by the contractor, at no cost to the State, with material complying with the requirements of this RFP.

3.7 PLANT INSPECTION

3.7.1 The Engineer may undertake the inspection of materials at the source. A contractor's facilities may be inspected periodically for compliance with specified storage site methods. Material samples may be obtained for laboratory testing for compliance with materials quality requirements. This may be the basis for acceptance of lots as to quality.

3.7.2. In the event plant inspection is undertaken, the following conditions shall be met:

3.7.2.1 The Engineer will have the cooperation and assistance of the contractor and the producer with whom he contracted for materials.

3.7.2.2 The Engineer will have full entry at reasonable times to such parts of the plant as may involve the manufacture or production of the materials being furnished.

3.7.2.3 If required by the Engineer, the contractor shall arrange for approved office space for the use of the Engineer; such space to be located conveniently in or near the plant.

3.7.2.4 When the Engineer is in or about the premises above referred to in the course of his employment, he is deemed conclusively to be a business invitee of the contractor. If the contractor is not the owner of the place where approved office space is provided, the owner thereof shall be deemed to be the agent of the contractor with respect to the obligation assumed there under. The contractor or its agent shall be responsible for the payment of claims for injuries to the Engineer due to negligence on the part of the said contractor or its agent.

3.7.2.5 Adequate safety measures shall be provided and maintained. It is understood that the NJDOT reserves the right to retest all materials which have been tested and accepted at the source of supply after the same have been delivered and to reject all materials which, when retested, do not meet the requirements of the contract documents.

3.8 MEASUREMENT OF QUANTITIES

Measurements will be made in accordance with United States standard measure.

3.8.1 The method of measurement and computations to be used in determination of quantities of material furnished under this RFP will be those methods generally recognized as conforming to good engineering practice.

3.8.2 All materials which are measured or proportioned by weight shall be weighed on accurate, approved scales by competent, qualified personnel at locations designated by the Engineer.

3.8.3 Platform truck scales shall be direct-reading, cabinet dial type or an electronic load cell type with a visual indicating device capable of automatically printing both gross and tare weights and time and date on the delivery ticket. The time and date may be printed automatically by a time clock each time the truck passes over the scale. The scales shall be equipped with a motion detection device or a time delay relay which prevents printing the weight on the delivery ticket until the scale is fully at rest. Tare beams must be removed or permanently locked in place.

3.8.4 The approaches to the scale at both ends shall have a level grade at the same elevation as the platform. The scale cabinet and dial and the mechanical weight recorder shall be housed in a suitable shelter, furnished with adequate heat and light.

3.8.5 The scale shall have a manufacturer's rating equal to or greater than the maximum gross load being weighed. The accuracy shall be within the tolerances permitted by the New Jersey Department of Law and Public Safety, Office of Weights and Measures, and shall conform to the requirements of the National Bureau of Standards Handbook 44. Scales shall be tested annually and certified by New Jersey Department Of Law And Public Safety, Office of Weights and Measures, or a Municipal weights and measures agency.

3.8.6 Scales or slave systems shall be so located that they are plainly visible to the plant operator at all times.

3.8.7 The graduation of scales used in weighing amounts of sodium chloride (rock salt) less than 5,000 pounds shall not be greater than 5 pounds; for amounts of sodium chloride (rock salt) from 5,000 to 10,000 pounds, not greater than 10 pounds; and for amounts of sodium chloride (rock salt) in excess of 10,000 pounds, not greater than 0.1 percent of the capacity of the scales.

3.8.8 When directed, checks shall be made to verify the accuracy of the scales within the normal weighing range and to assure that the Interlocking devices and automatic recordation equipment are functioning properly. At least ten, 50 pound standard weights shall be provided for testing all scales. For each scale, a suitable cradle or platform shall be provided for applying the test load so that the load may be uniformly distributed. The test weights shall be kept clean and stored at the contractor's plant.

3.8.9 Scales overweighing (indicating more than true weight) will not be permitted to operate, and all materials received subsequent to the last previous correct weighing accuracy test will be reduced by the percentage of error in excess of one-half of one percent.

3.8.10 In the event an inspection reveals the scales have been underweighing, they shall be adjusted and no additional payment to the contractor will be allowed for materials previously weighed and recorded.

3.9 SCOPE OF PAYMENT

The contractor shall receive and accept the compensation provided for in the contract as full payment for furnishing all labor, materials, tools, trucking expense, proper unloading where directed, equipment and incidentals necessary to provide complete and acceptable deliveries of sodium chloride (rock salt) material specified in this RFP. The contractor however, will be entitled to a fuel surcharge for the NJDOT locations should the NJDOT locations be awarded with permissible fuel charges. All risk, loss, damage, or expense of whatever character arising out of the nature of producing, stockpiling, and transporting of the sodium chloride (rock salt) or the protection thereof, or for any foreseeable difficulties which may be encountered by the contractor during the term of the contract will be the contractor's responsibility.

3.10 COMPENSATION

3.10.1 METHOD OF MEASUREMENT

The quantity of bulk sodium chloride (rock salt) will be the sum of the total quantity, measured in tons, actually received and accepted in bulk at the site(s) specified in the RFP. The tonnage will be determined as follows:

3.10.1.1 A weigh ticket printed by an automatic scale showing the tare and gross weights of the truck as determined for each trip and the time and date indicating when the truck was tare and when it departed from the plant. Time and date may be printed automatically by a time clock. However, the net weight must be documented on each delivery ticket by a certified weigh master. Fully automatic scales that print gross, tare and net weights are acceptable if the system is of an approved type in accordance with the requirements of the Department and the Office of Weights and Measures, Division of Consumer Affairs, Department of Law and Public Safety. The signature and official seal of a certified weigh master shall be affixed to each weigh ticket.

3.10.1.2 Automatic truck scale weighing devices must be approved and certified by the Office of Weights and Measures, Division of Consumer Affairs, Department of Law and Public Safety or an Municipal Weights and Measures Agency. (see Section 3.8.5 of this RFP)

3.10.1.3 In the event of breakdown of an automatic printer system, weigh tickets showing the gross, tare and net weight of each truck, as entered and certified by a weigh master, will be accepted for a period not exceeding the necessary repair time as certified by a licensed repairman.

3.10.1.4 A weigh ticket shall be furnished to the Department's representative for each truckload. Material will not be accepted unless accompanied by a weigh ticket, which shall be legible and clearly indicate the printed heading of the supplier and location of the plant, the site for which delivery is intended, the time and date, truck number, material being furnished, and the total net weight in each truckload.

3.10.2 BASIS OF PAYMENT

Payment will be made as follows:

Pay Item	Pay Unit
Sodium Chloride (Rock Salt)	Ton

3.11 SHIPMENT AND DELIVERIES - NJ DOT

3.11.1. LOCATION

All shipments will be made to the NJ DOT maintenance sites listed in this RFP. The contractor will notify Ms. Jill Sentak, Contract Manager for NJDOT, at the agency office located at 1035 Parkway Avenue, Trenton, New Jersey 08625, Telephone: 609-530-3846, a minimum of 8 hours in advance of any shipment.

3.11.2 HOURS OF DELIVERY

Deliveries must be arranged to be made between the hours of 8:00 a.m. and 3:00 p.m., on any State business day. No deliveries will be accepted after 3:00 p.m. except if extreme stock shortages exist which require immediate deliveries. In that circumstance, specific pre-arranged delivery times may be established.

3.11.3 DELIVERY REQUIREMENTS - NJ DOT

3.11.3.1 REQUIRED QUANTITY

The contractor, upon receipt of an order to provide a shipment of material to a maintenance storage site during the term of this contract, must deliver the required amount to the site no later than two (2) full State business days after receiving the order.

If arrangements to obtain delivery of the full quantity of material required cannot be completed by the contractor within the stated time or the contractor fails to deliver the required quantity of rock salt as ordered, the NJDOT may dispatch vehicles to obtain the material from the nearest available source, and the difference in price of the material in addition to all expenses incurred, will be deducted from monies due to the defaulting contractor.

The contractor must deliver sodium chloride (rock salt) to the Using Agencies within two (2) business days after receipt of order. This is a mandatory requirement. Any delivery information provided by the bidder in Section 16 on the front page of this RFP entitled "delivery can be made _____ days or _____ weeks after receipt of order", which exceed the two (2) business days delivery time frame will be deemed an exception and evaluated accordingly.

3.11.3.2 REQUIRED DELIVERY TIME FRAME

In the event material deliveries, after proper notification to the contractor to make shipment, are not received within two (2) State business days during the contract term, the Director, may authorize the NJDOT to secure the full quantity of the requested delivery from the nearest available source, and invoke the remedies set forth under Section 5.12, "Remedies For Non-Delivery" of this RFP.

Further, if arrangements to obtain delivery of the full quantity of material required cannot be completed by the contractor, the NJDOT may dispatch vehicles to obtain the material from the nearest available source, and the difference in price of the material in addition to all expenses incurred, will be deducted from monies due the defaulting contractor.

3.11.4 CONTINUOUS DELIVERIES - NJDOT

Once the initial shipment of material commences, the contractor will make continuous deliveries to the maintenance storage site at not less than the minimum nor more than the maximum hourly delivery rate for the individual sites as listed below. Deliveries must be made during the

allowable delivery hours specified or as otherwise prearranged, until the total material amount ordered is fulfilled completely. The hourly delivery rate specified pertains to the amount of material which arrives at the storage site, not the rate at which materials are dispatched by the contractor from its stockpile location(s).

3.11.5 DELIVERY QUANTITIES FOR NJDOT (MINIMUM/MAXIMUM)

- 1. The NJDOT is committed to purchase the minimum quantity for the individual locations listed on Attachment A (North & Central Regions Only) up to the expiration of the contract period, October 31, 2009. It is important to note that the agency reserves the right to purchase additional quantities of rock salt over and above the minimum guaranteed quantity for any individual location listed on Attachment A (North & Central Regions Only) on as needed basis, up to the expiration of the contract period, October 31, 2009 at contract prices.**

- 2. The NJDOT may purchase any quantity on an as needed basis for locations listed on Attachment C (South Region ONLY) up to the expiration of the contract period, October 31, 2009 at contract prices.**

3.11.6 MINIMUM AND MAXIMUM DELIVERY RATES FOR NJ DOT LOCATIONS

The minimum and maximum delivery rates indicated in tons/hour of sodium chloride (rock salt) materials established for each of the NJ DOT specified storage sites are as follows:

North Region - Storage Sites	Delivery Rates (Tons/Hr.)	
	<i>Minimum</i>	<i>Maximum</i>
Branchville	25	50
Clifton	15	25
Columbia	25	50
East Rutherford	25	50
Elizabeth (North Avenue)	25	50
Fort Lee	15	25
Franklin Lakes	25	50
Hackettstown	15	30
Hanover	25	50
High Point	20	35
Jersey City (Broadway)	15	25
Lafayette	15	30
Lodi	25	50
Mountainside	25	50
Netcong	25	50
Newark	20	35
Paterson	25	50
Ridgewood	25	50
Riverdale	25	50
Rockaway	25	50
Summit	25	50
Sussex	15	30
Totowa	25	50
Washington	25	50
West Orange	25	50

Yellow Frame	15	25
Central Region Storage Sites	Delivery Rates (Tons/Hr.)	
	<i>Minimum</i>	<i>Maximum</i>
Bedminster	30	80
Bloomsbury	30	80
Bridgewater	30	80
Clinton	30	80
Flemington	30	80
Freehold	30	80
Hamilton	30	80
Hazlet	30	80
Keasbey	30	80
Lawrence Township	30	80
Lakewood	30	80
Manahawkin	30	80
Metuchen	30	80
North Brunswick (College Farm)	30	80
Ocean Township	30	80
Sayreville	30	80
South Brunswick (Sand Hill)	30	80
Toms River	30	80
Wall Township	30	80
Washington Township	30	80
West Amwell	30	80
West Trenton	30	80
SOUTH REGION - STORAGE SITES	Delivery Rates (Tons/Hr.)	
	<i>Minimum</i>	<i>Maximum</i>
Bridgeport	50	100
Buena	50	100
Cherry Hill	50	100
Cumberland	50	100
Cumberland County Facility	50	100
Deepwater	50	100
Deptford	50	100
Edgewater Park	50	100
Elmer	50	100
Folsom	50	100
Four Mile	50	100
Glassboro	50	100
Mansfield	50	100
Mays Landing	50	100
Mckee City	50	100
Middle Township	50	100
Mount Laurel	50	100
Pomona	50	100
Pennsauken	50	100
Petersburg	50	100

Red Lion	50	100
West Berlin	50	100
West Deptford	50	100

3.11.7 FUEL SURCHARGE ADJUSTMENT (NJDOT LOCATIONS ONLY):

3.11.7.1 Should the State award the locations that include a fuel price adjustment provision, a fuel price adjustment may be made to contract pricing in accordance with the following procedure:

- The contractor(s) original bid price is adjusted (up or down) once each month during the contract term.
- Additional amount may be added/deducted to contract pricing based on prices posted in the "EIA Retail On-Highway Diesel Prices". The Central Atlantic PADD IB shall be the designated posting for the adjustments. (If this source becomes unavailable, unworkable, unsuitable, then another source may be selected by the State.)
- The State will compute additional or decreased amount based on the difference between the "base" rate in effect on the date of the bid opening and the price of diesel fuel as reported for the Central Atlantic Region by the US Department of Energy's weekly "EIA Retail On-Highway Diesel Prices" on the first Monday of each month. If there is no posting on Monday, the next day's published posting will be used for the adjustment.
(<http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>)
- Should postings differ from current description and/or format, a posting determined by the State to be most reflective of market conditions will be used. Corrections to posted prices will be considered only when caused by a typographical or clerical error on the part of said posting.
- The base rate used for calculating adjustments shall be the rate shown in the referenced EIA on the date of the bid opening. Adjustments will be rounded to two decimal places to the nearest cent.

EXAMPLE: (Posting examples are not reflective of actual posting amounts)

Published rate on date of bid opening: \$2.946

December 1, 2008 posting: \$3.050

$\$3.050 - \$2.946 = \$.104$ or \$.10 Additional amount allowed to be added to price per ton.

NOTE: If the published rate goes below the published rate in effect on the date of the bid opening, there shall be a price reduction.

3.11.7.2 Price adjustments are limited to changes in pre-selected posting as noted above. Increases in contract costs or prices to compensate for other increases in the cost of doing business, regardless of the cause or nature of such costs of the contractor, will not be allowed during the contract period, except as indicated under the fuel price adjustment and price adjustment for extensions.

3.11.7.3 Price Adjustment For Extensions:

Price Adjustments for Extensions may be negotiated and mutually agreed upon by the State and the Contractor(s). The State's review may include appropriate indices, for example EIA Index, as determined by the State, market conditions reflecting supply and demand, and other economic

factors deemed appropriate by the State. Although each contractor's review will be independent, the percentage increase/decrease or the monetary increase/decrease (or combination of a percentage and monetary increase/decrease) granted on a renewal shall be the same for all contractors.

3.12 QUASI - STATE AGENCIES

All terms and conditions as specified in this RFP will be applicable to the participating Quasi-State Agencies listed in this RFP, except for specific terms with regards to minimum orders, delivery, fuel adjustment provision, contact person, billing, etc. as listed below for each Quasi-State Agency.

IMPORTANT NOTE: ALL PARTICIPATING QUASI-STATE AGENCIES WILL NOT BE SUBJECT TO PAYING ANY ADDITIONAL FUEL SURCHARGE ADJUSTMENTS FOR THE DURATION OF THE CONTRACT AND ANY EXTENSION THEROF.

3.13 SOUTH JERSEY TRANSPORTATION AUTHORITY

Minimum Delivery: Minimum quantities of no less than 50 tons during the period November 1, 2008 to October 31, 2009.

Delivery Hours: 7:30 A.M. TO 2:30 P.M., Monday thru Friday, No holidays

Contact Person: Joseph Penn
Supt. Maintenance
Central Maintenance Yard
Telephone Number: (609) 561-6400
Fax Number: (609) 561-6106

Bill To: South Jersey Transportation Authority
P.O. BOX 351
Hammonton, NJ 08037

3.14 PORT AUTHORITY TRANSIT CORP (PATCO)

Contact Person: Brian MacGregor
Telephone Number: (856) 772-6944
Ron Binder
Telephone Number: (856) 772-6941

Betsy Ross Bridge

Contact Person: Joe Condo
Telephone Number: (856) 317-5925
Tyrone Gunter
Telephone Number: (856) 317-5926

Ben Franklin Bridge

Contact Person: Al Wickizer
Telephone Number: (856) 968-3329

John Jakubowski
Telephone Number: (856) 968-3308

Walt Whitman Bridge

Contact Person: Steve Reiners
Telephone Number: (215) 218-3741
Larry Walton
Telephone Number: (215) 218-3738

Commodore Barry Bridge

Contact Person: Charlie McCarthy
Telephone Number: (856) 241-4812
Rich Tutak
Telephone Number: (856) 241-4806

Bill To: Port Authority Transit Corporation (PATCO)
Administration & Maintenance Building
P.O. Box 4262
Lindenwold, NJ 08021-0218

3.14.1 PATCO requirements for rock salt as listed on Attachment B of this RFP are guaranteed minimum purchases by location. PATCO reserves the right to purchase any additional quantities of rock salt over and above the minimum guaranteed quantities for any individual location listed on Attachment B on an as needed basis at contract prices up to the contract expiration date of October 31, 2009.

3.15 NEW JERSEY TRANSIT CORPORATION

Minimum Delivery: 21-25 tons

Delivery Hours: Between 6:00 A.M. and 3:30 P.M.

Contact Person: Joe Scansion
Phone Number: (973) 522-3679
Fax Number: (973) 522-3678

Bill To: New Jersey Transit
Accounts Payable Dept.
P.O. Box 377
Maplewood, N.J. 07040-0377

3.15.1 PAYMENT

Payment by NJ Transit Corporation will be made on the basis of tonnage delivered as determined by certification of weight on truck from commercial truck scales. A certificate of weight on truck from commercial truck scale is to be furnished with the shipping invoice to the receiver at the time each load is delivered. Original invoices are to be submitted upon completion of delivery of each order.

3.16 DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION

Minimum Delivery: 25 tons

Delivery Hours: 7:00 A.M. To 3:30 P.M.

Contact Person:

Trenton-Morrisville
110 Wood & Grove Sts.
Morrisville, PA 19067
Jim Ley
267-790-1068

New Hope-Lambertville
2492 N. River Rd.
New Hope, PA 18938
Dan Pasciullo
215-862-5284 Ext. 2068

I-78
1400-1 Cedarville Rd.
Easton, PA 18042
Robert Varju
610-559-0440 Ext. 4068

Easton Phillipsburg Toll Bridge
East US Highway Rt. 22
Phillipsburg, NJ 08865
Mark Dilts
908-859-6417 Ext. 3068

Portland-Columbia
Rt. 611 South & Toll Plaza
Portland, PA 18351
Tom Chirko
570-476-0280 Ext. 6068

Contract Adm.
Frederick J. Fields
267-790-1017

Bill To: Delaware River Joint Toll Bridge Commission
110 Wood Street
Morrisville, PA 19067

3.17 PORT AUTHORITY OF NY AND NJ

Minimum Delivery: 20 tons on dump trucks

Contact Person: Margaret D'Emic - Contract Administrator
Telephone number: (212) 435-3910
Fax Number: (212) 435-3955

ADDITIONAL CONTACT PERSONS:

NY Marine Terminal
Michael Valenti*
Brooklyn Piers
90 Columbia St.
Brooklyn, NY 11201

Holland Tunnel
Robert Reilly - 209-360-5004*
Danny Brijlal - 201-360-5052
13th & provost St
Jersey City, NJ 07302

Newark Airport
Tim Maher - 973-961-6084*
Willie Castano - 973-961-6070
Pramrod Saggi - 212-435-3780
Newark Liberty International Airport

Port Newark
Michael Pillarella - 973-578-2170*
Nancy Kowalewsk - 973-578-2163
Port Newark-Elizabeth Marine Terminal
260 Kellogg St.

Bldg. 79
Newark, NJ 07114

Port Newark, NJ 07114

LaGuardia Airport
Pramrod Saggi - 212-435-3780*
Jim D'Amico - 718-533-3585
LaGuardia Airport
Hanger 7 South
Jackson Heights, NY 11371

John F. Kennedy Int'l. Airport
Pramrod Saggi - 212-435-3780*
Ed Vinciguerra - 718-244-3613
John F. Kennedy Int'l. Airport
Bldg. 14 Maintenance Yard
Jamaica, NY 11430

Goethals Bridge
Richard Kerneyh - 718-390-2585*
Mike Kulik - 718-390-2514
Ron Borup - 718-390-2595
Goethals Bridge
2777 Goethals Road North
Staten Island, NY 10303

Outerbridge Crossing Toll Plaza
Richard Kerney - 718-390-2585*
Mike Kulik - 718-390-2514
Ron Borup - 718-390-2595
Outerbridge Crossing Toll Plaza
101 Boscom Ave.
Staten Island, NY 10309

Bayonne Bridge
Richard Kerney - 718-390-2585*
Mike Kulik - 718-390-2514
Ron Borup - 718-390-2595
Bayonne Bridge Toll House
70 Trantor Place
Staten Island, NY 10302

Lincoln Tunnel
Bern D'Aleo - 212-502-2472*
Kark Vogt - 201-617-8433
Tom Connors - 201-617-8442
Lincoln Tunnel
500 Boulevard East
Weehawken, NJ 07086

George Washington Bridge
Dave Riva - 201-346-4114*
Frank Minervini - 201-346-4516
Lou Ambrosio - 201-346-4112
George Washington Bridge
Maintenance Tolls Parking Lot
Central Road
Fort Lee, NJ 07024

Steward Airport
Oscar Hollenbeck - 845-567-9770 Ext. 235*
Mark Presutti - 845-567-9770 Ext. 237
Pramrod Saggi - 212-435-3780
Stewart International Airport
Bldg. 202, Second Street
New Winsor, NY 12553

Bill To: Port Authority of NY and NJ

3.18 NJ TURNPIKE

Contact Information:

Northern Area – Tom Giaimo - 973-589-7975 (w) 204-481-2620 cell
Southern Area – Bob Matthews- 856-273-3227 (w) 609-209-2197 cell

Contract Manager – John Cifelli – 609-426-6311

Contact Person(s) For Parkway

North	MP 141.5 to 172.3	Russ Greci	Cell # 732-522-3870	Office # 973-478-8337
Central	MP 106.4 to 141.5	George Tencza	Cell # 848-565-6663	Office # 732-888-5039
South	MP 0.0 to 106.4	Art Weintraub	Cell # 732-522-4517	Office # 609-652-8233

Delivery hours will be from 7:00AM to 2:00PM during non storm orders, and as specified in the contract during storm orders. Other people will order salt for each yard and all billing will be handled from those people ordering the salt.

Contract manager Thomas A. Aitken Cell # 908-812-6684 Office # 732-888-5043

3.19 DELIVERY QUANTITIES FOR QUASI-STATE AGENCIES (MINIMUM/MAXIMUM)

The South Jersey Transportation Authority, New Jersey Transit Corporation, Delaware River Joint Toll Bridge Commission, the Port Authority of New York and New Jersey and the New Jersey Turnpike Authority are not mandated to purchase any minimum or maximum quantity of rock salt during the contract period. All purchases will be made by these Quasi-Agencies on an as needed basis during the term of this contract. Please refer to the special terms listed for the PATCO under Section 3.14.1 of the RFP.

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/09x20203.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 NUMBER OF BID PROPOSAL COPIES

The bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit **two (2) full, complete and exact copies** of the original. The copies requested are necessary in the evaluation of the bid proposal. A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 BID PROPOSAL CONTENT

4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20554.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/09x20554.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/09x20554.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 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20554.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/09x20554.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/09x20554.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/09x20554.shtml>.

4.4.4.2 BIDDER PRODUCT INFORMATION-DOMESTIC & FOREIGN SOURCES AND VEHICLE INFORMATION

The bidder must provide all information required for both Domestic and Foreign sources of rock salt to be supplied under this RFP, including all Vehicle Information by completing **Attachment E** of the RFP.

4.4.4.3 MATERIALS

All materials shall comply with the RFP requirements. The State and the Authorities reserve the right to inspect all materials before and after delivery and the right to return all material not meeting RFP requirements. Any exceptions taken by the bidder to these RFP requirements are to be fully outlined in a cover letter attached to its bid proposal. Covering letter must explain in detail wherein the bid proposal differs from items specified.

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 Attachments A, B C & D attached to this RFP. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

4.4.7 METHOD OF BIDDING

A. NJDOT: ATTACHMENTS A & C

The bidder may select one or more locations. The bidder is strongly encouraged to submit pricing, both, with and without fuel surcharge adjustments for each NJDOT location vendor is bidding on Attachment A & C. The State will determine whether award for all listed locations will be made with or without the fuel price adjustments.

B. QUASI-STATE AGENCIES: ATTACHMENTS B & D

The bidder may select to bid on any one or more locations for all participating Quasi-State Agencies listed on Attachments B & D.

C. The bidder must complete all of the Product/Vehicle Information on Attachment E of the RFP. Also refer to Section 4.4.4.2 of this RFP.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

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

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20554.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and the NJ Standard Terms and Conditions version 07/27/07, and any Addendum to this RFP, the Addendum shall govern.

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

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of **one (1) year**. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP: <http://www.state.nj.us/treasury/purchase/bid/summary/09x20554.shtml>. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of two (2) one-year periods, by the mutual written consent of the contractor and the Director.

5.3 CONTRACT TRANSITION

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

5.4 CONTRACT AMENDMENT

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

5.5 CONTRACTOR'S WARRANTY

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

5.6 ITEMS ORDERED AND DELIVERED

The **Using Agencies are** authorized to order and **the contractors are** authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agency [Agencies] reveals [reveal] that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or as a basis not to award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the Agency, regardless of the time between the date of

delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

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

5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

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

5.8 MANUFACTURING REQUIREMENTS

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

5.9 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 07/27/07, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20554.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.

5.11 PERFORMANCE BOND

This section supplements Section 3.3b of the NJ Standard Terms and Conditions version 07 27 07 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39780.shtml>.

A performance bond is required. The amount of the performance bond is noted on the RFP signatory page located on the Advertised Solicitation, Current Bid Opportunities <http://www.state.nj.us/treasury/purchase/bid/summary/08x39780.shtml>. The performance bond must be posted within 30 days of the effective date of the contract award. The performance bond must remain in full force and effect for the term of the contract and any extension thereof.

5.11.1 NEW JERSEY NJDOT (NJDOT)

The State will require that the contractor(s) awarded the D.O.T. locations for sodium chloride (rock salt) to provide a performance bond equivalent to 100% of the total bid amount for the D.O.T. locations awarded. The bond company must be licensed to do business in New Jersey and carry an A.M. rating of "A" or better.

5.11.2 ALL OTHER QUASI-STATE AGENCIES

Each Quasi-state agency participating in this RFP will require the contractor(s) to provide a performance bond equivalent to 100% of the total bid amount for each agency's location awarded. The bond company must be licensed to do business in New Jersey and carry an A.M rating of "A" or better.

5.12 REMEDIES FOR NON-DELIVERY

5.12.1 DEPARTMENT OF TRANSPORTATION (NJDOT) ONLY

In the event deliveries are not received from the contractor awarded the NJ DOT locations, within the two (2) business days delivery time or the contractor(s) fail to deliver the required quantity of sodium chloride (rock salt) as ordered, the Director may authorize the NJ DOT to dispatch vehicles to pick up sodium chloride (rock salt) from the contractor's location, or from the nearest available source.

The difference in the price of the sodium chloride rock salt, as well as any/all related expenses incurred, including transportation costs to cover the contractor's defaults, will be deducted from any payment(s) due to the defaulting primary contractor and/or through a claim made to the bonding company against the contractor's performance bond. This condition will be imposed in the event payments of such charges are not made by the contractor within twenty (20) days after notification.

5.12.2 ALL OTHER QUASI-STATE AGENCIES

In the event deliveries are not received from the contractor awarded all other Quasi-State Agency locations, within the specified time, the Director/Manager of purchasing from the respective

agency will secure the full quantity of sodium chloride (rock salt) from the nearest available source.

The difference in the price of the sodium chloride (rock salt) as well as any/all related expenses incurred, including transportation costs to cover the contractor's defaults, will be deducted from any payment(s) due to the defaulting primary contractor and/or through a claim made to the bonding company against the contractor's performance bond. This condition will be imposed in the event payments of such charges are not made by the contractor within twenty (20) days after notification.

5.13 INSPECTION AND TESTING

5.13.1 NEW JERSEY NJDOT

NJ DOT requirements for material inspections, tests and samples are detailed in Section 3.6 of the RFP.

5.13.2 QUASI-STATE AGENCIES

The Authorities reserve the right to have an independent laboratory test each shipment of sodium chloride (rock salt) to determine if it meets RFP requirements. Should the test result show that any shipment does not meet RFP requirements, the Authority will have the right to reject the shipment. The contractor will be responsible to replace said material within two days of either oral or written communication, at no additional cost to the agency.

5.13.3 LOAD RESTRICTIONS

The NJ DOT and the Authorities will monitor the contractor's observance of legal load limits in accordance with the following:

For trucks with weigh tickets, a certified weigh ticket shall be furnished with each load.

If the required certified weigh ticket accompanying a delivery indicates the truck's gross weight exceeds its GVWR (Gross Vehicle Weight Rating) displayed, the NJ DOT or Authority representative may refuse receipt of the entire truckload delivery. No compensation will be paid to the contractor for any material delivered, but not received, on any truck exceeding its GVWR.

6.0 PROPOSAL EVALUATION

6.1 EVALUATION CRITERIA

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

6.1.1 Price

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 Time (see Section 3.11.3.1 and 3.11.3.2 of the RFP for further details)

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.

6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

Following the opening of bid proposals, the State shall, pursuant to N.J.S.A. 52:34-12(f), negotiate one or more of the following contractual issues: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder, and/or solicit a Best and Final Offer (BAFO) from one or more bidders.

Initially, the Evaluation Committee will conduct a review of all the bids and select bidders to contact to negotiate and/or conduct a BAFO based on its evaluation and determination of the bid proposals that best satisfy the evaluation criteria and RFP requirements, and that are most advantageous to the State, price and other factors considered. The Committee may not contact all bidders to negotiate and/or to submit a BAFO.

In response to the State's request to negotiate, bidders must continue to satisfy all mandatory RFP requirements but may improve upon their original technical proposal in any revised technical proposal. However, any revised technical proposal that does not continue to satisfy all mandatory requirements will be rejected as non-responsive and the original technical proposal will be used for any further evaluation purposes in accordance with the following procedure.

In response to the State's request for a BAFO, bidders may submit a revised price proposal that is equal to or lower in price than their original submission, but must continue to satisfy all mandatory requirements. Any revised price proposal that is higher in price than the original will be rejected as non-responsive and the original bid will be used for any further evaluation purposes.

After receipt of the results of the negotiation and/or the BAFO(s), the Evaluation Committee will complete its evaluation and recommend to the Director for award that responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered.

All contacts, records of initial evaluations, any correspondence with bidders related to any request for negotiation or BAFO, any revised technical and/or price proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a contract is issued.

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

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

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

7.1.1.1 DEFINITIONS

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

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

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

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

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

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

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

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

7.1.1.4 STATE TREASURER REVIEW

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a

breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

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

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

7.2 FINAL CONTRACT AWARD

- A. The State reserves the right to award each NJDOT location listed on Attachments A and Attachment C to the lowest responsive bidder. All locations will be awarded with or without fuel price adjustment, but not both.
- B. Line item awards for all other Quasi-State Agencies will be made for each location listed on Attachments B & D to the lowest responsive bidder.
- C. Contract award[s] shall be made with reasonable promptness by written notice to that responsible bidder(s), whose bid proposal(s), conforming to this RFP, is(are) most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

7.3 INSURANCE CERTIFICATES

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

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

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

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

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for

coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.

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STANDARD TERMS AND CONDITIONS:

- I. Unless the bidder is specifically instructed otherwise In the Request for Proposal, the following terms and conditions will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the Request for Proposal (RFP) and should be read in conjunction with same unless the RFP specifically indicates otherwise. If a bidder proposes changes or modifications or takes exception to any of the State's terms and conditions, the bidder must so state specifically in writing in the bid proposal. Any proposed change, modification or exception in the State's terms and conditions by a bidder will be a factor in the determination of an award of a contractor purchase agreement.
- II. All of the State's terms and conditions will become a part of any contract(s) or order(s) awarded as a result of the Request for Proposal, whether stated in part, in summary or by reference. In the event the bidder's terms and conditions conflict with the State's, the State's terms and conditions will prevail, unless the bidder is notified in writing of the State's acceptance of the bidder's terms and conditions.
- III. The statutes, laws or codes cited are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.
- IV. If awarded a contract or purchase agreement, the bidder's status shall be that of any independent principal and not as an employee of the State.

1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

- 1.1 BUSINESS REGISTRATION** –Effective September 1, 2004, pursuant to an amendment to N.J.S.A. 52:32-44, State and local entities (including the Division of Purchase and Property) are prohibited from entering into a contract with an entity unless the contractor has provided a copy of its business registration certificate (or interim registration) as part of its bid submission. Failure to submit a copy of the Business Registration Certificate within the bid proposal may be cause for rejection of the bid proposal.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State. This requirement shall apply to all contracts awarded on and after September 1, 2004. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.htm>

- 1.2 ANTI-DISCRIMINATION** - All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.
- 1.3 PREVAILING WAGE ACT** - The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the bidder's signature on the proposal is also his guarantee that he and any subcontractors he might employ to perform the work covered by this proposal will comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.
- 1.3(a) PUBLIC WORKS CONTRACTOR REGISTRATION ACT** - The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractors who bid on or engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464 or <http://www.nj.gov/labor/lss/lspubcon.html>.

- 1.4 AMERICANS WITH DISABILITIES ACT** - The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101 et seq.

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- 1.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.
- 1.6 OWNERSHIP DISCLOSURE** - Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.
- 1.7 COMPLIANCE - LAWS** - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.
- 1.8 COMPLIANCE - STATE LAWS** - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.
- 1.9 COMPLIANCE - CODES** - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.

2. LIABILITIES

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

STATE OF NEW JERSEY
Purchase Bureau – Bid Ref. #

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

- a. Comprehensive General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Comprehensive General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as Additional Insureds. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed Comprehensive General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage.
- b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:
\$1,000,000 BODILY INJURY, EACH OCCURRENCE

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\$1,000,000 DISEASE EACH EMPLOYEE
\$1,000,000 DISEASE AGGREGATE LIMIT

3. TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU

3.1 CONTRACT AMOUNT - The estimated amount of the contract(s), when stated on the Advertised Request for Proposal form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.

3.2 CONTRACT PERIOD AND EXTENSION OPTION - If, in the opinion of the Director of the Division of Purchase and Property, it is in the best interest of the State to extend a contract entered into as a result of this Request for Proposal, the contractor will be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the contract. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

3.3 BID AND PERFORMANCE SECURITY

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

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

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

The Performance Security must be submitted to the State within 30 days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit

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performance security may result in cancellation of contract for cause pursuant to provision 3.5b,1, and nonpayment for work performed.

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

3.5 TERMINATION OF CONTRACT

a. For Convenience

Notwithstanding any provision or language in this contract to the contrary, the Director may terminate at any time, in whole or in part, any contract entered into as a result of this Request for Proposal for the convenience of the State, upon no less than 30 days written notice to the contractor.

b. For cause:

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

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

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

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

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

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

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

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

In order for the State contract to be extended to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education the bidder must agree to the extension and so state in his bid. proposal. The extension to counties municipalities, school districts, volunteer fire

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departments, first aid squads and Independent Institutions of higher education must be under the same terms and conditions, including price, applicable to the State.

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

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

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

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

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

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

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

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

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

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

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated in the Request For Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.
- d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.

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- f. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

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

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

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

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

3.15 DIRECTOR'S RIGHT OF FINAL BID ACCEPTANCE - The Director reserves the right to reject any or all bids, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie bids will be awarded by the Director in accordance with N.J.A.C.17:12-2.1D.

3.16 BID ACCEPTANCES AND REJECTIONS - The provisions of N.J.A.C. 17:12-2.9, relating to the Director's right, to waive minor elements of non-compliance with bid specifications and N.J.A.C. 17: 12- 2.2 which defines causes for automatic bid rejection, apply to all proposals and bids.

3.17 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES - The State reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.

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

3.18 STATE'S RIGHT TO REQUEST FURTHER INFORMATION - The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the bidder's financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain, in detail, how the bid price was determined.

3.19 MAINTENANCE OF RECORDS - The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the State upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.

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3.20 ASSIGNMENT OF ANTITRUST CLAIM(S) - The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this contract.

In connection with this assignment, the following are the express obligations of the contractor;

- a. It will take no action which will in any way diminish the value of the rights conveyed or assigned hereunder.
- b. It will advise the Attorney General of New Jersey:
 1. in advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action;
 2. immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
- c. It will notify the defendants in any antitrust suit of the fact of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice will be sent to the Attorney General of New Jersey.

Furthermore, it is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

4. TERMS RELATING TO PRICE QUOTATION

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

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

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

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

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

4.3 C.O.D. TERMS - C.O.D. terms are not acceptable as part of a bid proposal and will be cause for rejection of a bid.

4.4 TAX CHARGES - The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

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4.5 PAYMENT TO VENDORS - Payment for goods and/or services purchased by the State will only be made against State Payment Vouchers. The State bill form in duplicate together with the original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery. Responsibility for payment rests with the using agency which will ascertain that the contractor has performed in a proper and satisfactory manner in accordance with the terms and conditions of the award. Payment will not be made until the using agency has approved payment.

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

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

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

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

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

5. CASH DISCOUNTS - Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest bid.

- a. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services received a properly signed and executed State Payment Voucher form and, when required, a properly executed performance security, whichever is latest.
- b. The date on the check issued by the State in payment of that Voucher shall be deemed the date of the State's response to that Voucher.

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6. STANDARDS PROHIBITING CONFLICTS OF INTEREST - The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraph 6a through 6e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.

7. NOTICE TO ALL BIDDERS SET-OFF FOR STATE TAX NOTICE

Please be advised that, pursuant to P.L 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

State of New Jersey
Standard Terms and Conditions

Applicable to all advertised DPP Procurements unless otherwise indicated

8. **APPLICABLE LAW** - This contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles.



State of New Jersey

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

JON S. CORZINE
Governor

R. DAVID ROUSSEAU
State Treasurer

August 18, 2008

To: All Interested Bidders

Re: RFP #09-X-20554
SODIUM CHLORIDE (ROCK SALT – BULK) NJDOT AND QUASI STATE AGENCIES

Bid Due Date: **August 28, 2008** (2:00 p.m.)

ADDENDUM #1

The following constitutes Addendum #1 to the above referenced solicitation.

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

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

**SODIUM CHLORIDE (ROCK SALT – BULK) NJDOT AND QUASI-STATE AGENCIES
Bid Number 09-X-20554**

Answers to Questions

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

#	Page #	RFP Section Reference	Question	Answer
1	20	3.11.7 (Fuel Surcharge Adjustment (NJDOT) locations only:	1 st block states price will be adjusted (up or down) once a month during the contract term. Please advise what day of the month this will occur?	First Monday of every month.
2			Is there a line item for New Jersey Sports and Exposition Authority in East Rutherford, NJ?	Please submit your bid price for bulk rock salt requirements for New Jersey Sports and Exposition Authority in East Rutherford, NJ (on Addendum #1 below)
3		Front Page		BID DUE DATE OF AUGUST 28, 2008 REMAINS UNCHANGED

N.J Sports and Exposition Authority
Meadowlands Sports Complex
E. Rutherford, NJ 07073

Delivered W/O Fuel Surcharge
Estimated Quantity
1200 Tons

Unit Price Per Ton