

Request for Proposal 10-X-20760

For: Maintenance/Repairs, Lift & Pallet Trucks for DEPTCOR and other Agencies

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	07/30/09	5:00 PM
Mandatory Pre-bid Conference	08/06/09	10:00 AM
Mandatory Site Visit	N/A	N/A
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	08/20/09	2:00 PM

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

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

State of New Jersey
Department of the Treasury
Division of Purchase and Property

Using Agency/Agencies

DEPTCOR
Various State Agencies

Date: July 14, 2009

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**IMPORTANT NOTICE -
NEW “PAY-TO-PLAY” RESTRICTIONS TO TAKE EFFECT NOVEMBER 15, 2008**

Note: This is for informational purposes only. Certification is to be completed upon award.

Governor Jon S. Corzine recently signed Executive Order No. 117, which is designed to enhance New Jersey’s efforts to protect the integrity of government contractual decisions and increase the public’s confidence in government. The Executive Order builds on the provisions of P.L. 2005, c. 51 (“Chapter 51”), which limits contributions to certain political candidates and committees by for-profit business entities that are, or seek to become, State government vendors.

Executive Order No. 117 extends the provisions of Chapter 51 in two ways:

1. The definition of “business entity” is revised and expanded so that contributions by the following individuals also are considered contributions attributable to the business entity:
 - Officers of corporations and professional services corporations, with the term “officer” being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1), with the exception of officers of non-profit entities;
 - Partners of general partnerships, limited partnerships, and limited liability partnerships and members of limited liability companies (LLCs), with the term “partner” being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1); and
 - Spouses, civil union partners, and resident children of officers, partners, LLC members and persons owning or controlling 10% or more of a corporation’s stock are included within the new definition, except for contributions by spouses, civil union partners, or resident children to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides.
2. Reportable contributions (those over \$300.00 in the aggregate) to legislative leadership committees, municipal political party committees, and candidate committees or election funds for Lieutenant Governor are disqualifying contributions in the same manner as reportable contributions to State and county political party committees and candidate committees or election funds for Governor have been disqualifying contributions under Chapter 51.

Executive Order No. 117 applies only to contributions made on or after November 15, 2008, and to contracts executed on or after November 15, 2008.

Updated forms and materials are currently being developed and will be made available on the website as soon as they are available. In the meantime, beginning November 15, 2008, prospective vendors will be required to submit, in addition to the currently required Chapter 51 and Chapter 271 forms, the Certification of Compliance with Executive Order No. 117. The Certification of Compliance form for Executive Order No. 117 can be found here:

http://www.state.nj.us/treasury/purchase/forms/EO_117_NOTICE.doc

1.0 INFORMATION FOR BIDDERS

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of DEPTCOR, Bureau of State Use Industries, New Jersey Motor Vehicle Commission and other State agencies. The purpose of this RFP is to solicit bid proposals for maintenance and repair services and related parts, for lift and pallet trucks and associated equipment.

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

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

1.2 BACKGROUND

This is a reprocurement of the **Maintenance and Repairs, Lift and Pallet Trucks** term contract, presently due to expire on **10/31/09**. It has been modified to include an updated equipment inventory and additional using State agencies and their equipment. Bidders who are interested in the current contract specifications and pricing information may review the current contract **T-1567** at: <http://www.state.nj.us/treasury/purchase/contracts.htm>.

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.

1.3.3 MANDATORY PRE-BID CONFERENCE

The State of New Jersey, Department of the Treasury, Division of Purchase and Property, Purchase Bureau is pleased to announce the Division's electronic procurement modernization process. This RFP will allow bidders the opportunity to submit their bid proposal electronically.

A new electronic bidding "eBid" application is being made available to vendors to promote an easier, more efficient method to submit bid proposals. The State would like to thank the bidder in advance for its anticipated participation.

PLEASE READ THE IMPORTANT INFORMATION BELOW REGARDING THE eBid PROCESS AND THE REQUIREMENTS FOR THE MANDATORY PRE-BID CONFERENCE.

The purpose of the Mandatory Pre-Bid Conference is to provide a structured and formal opportunity for the State to accept questions from vendors regarding this RFP.

The pre-bid conference will be divided in two parts:

- 1) The first part will walk bidders through the electronic bid process. Purchase Bureau staff will be on hand to provide a step by step demonstration at the pre-bid conference on how to navigate in the new eBid website.
- 2) The second part will be devoted to answering questions bidders may have regarding the technical specifications or any other aspect of the RFP.

Bidders who wish to submit electronically should bring a copy of their Business Registration Certificate with the Department of Revenue to the conference. This certificate may be obtained by visiting the following website:

<http://www.state.nj.us/treasury/revenue/busregcert.htm>

The question and answer period may be extended if necessary after the pre-bid conference to allow ample time to field any additional questions generated at the pre-bid conference.

Any revisions to the RFP resulting from the Mandatory Pre-Bid Conference will be formalized by an addendum to this RFP. Answers to deferred questions will also be

formalized by an addendum to this RFP. Addendum, if any, to this RFP will be posted to the Purchase Bureau website (see Section 1.4.1. of this RFP for further information).

PLEASE READ THE IMPORTANT INFORMATION BELOW REGARDING THE eBID PROCESS AND THE REQUIREMENTS FOR THE MANDATORY PRE-BID CONFERENCE.

The date, time and location of the Mandatory Pre-Bid Conference is indicated on the cover sheet. The location of the conference will be as follows:

Department of the Treasury-Division of Purchase and Property
33 West State Street-9th Floor Bid Room
Trenton, NJ 08625-0230

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

Bid proposals will be automatically rejected from any bidder that was not represented or failed to properly register at the Mandatory Pre-Bid Conference.

An attendee may represent no more than one potential bidding entity.

The purpose of the Mandatory Pre-Bid Conference is to provide a structured and formal opportunity for the State to accept questions from vendors regarding this RFP.

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, THE BIDDER MUST SELECT THE BID NUMBER ON THE WEB PAGE AT <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

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.** In the event of any challenge to the bidder's designation of confidential/proprietary materials, the bidder shall be solely responsible for defending its designation and the State shall have no responsibility therefor.

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, all information concerning the bid proposals submitted may be publicly announced and those bid proposals, except for information appropriately designated as confidential, shall be available for inspection and copying. In those cases where negotiation is contemplated, only the names and addresses of the bidders submitting bid proposals will be announced and the contents of the bid proposals shall remain confidential until the Notice of Intent to Award is issued by the Director.

1.4.6 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

1.4.7 BID ERRORS

In accordance with N.J.A.C. 17:12-2.11, "Bid Errors," a bidder may withdraw its bid as described below.

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 Bid Review 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, Bid Review 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 (5) days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its bid shall be considered withdrawn, and no further consideration shall be given it.

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

1.4.8 JOINT VENTURE

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

1.5 PRICE LIST AND/OR CATALOG PRICING

The bidder's signature guarantees that prices set forth within the manufacturer's preprinted price lists and/or catalogs will govern for the period of the contract. By signature, the bidder also acknowledges that any reference to conditions or provisions affecting the bid pricing as entered for the RFP price lines, including, but not limited to, minimum orders, order threshold charges, service charges, price escalation clauses, FOB shipping point limitations, and shipping charges, contained in the preprinted price lists, catalogs, and/or literature, is not a condition or provision of its proposal and will not be part of any State contract awarded as a result of this RFP.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

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

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

Amendment - A change in the scope of work to be performed by the contractor after contract award. An amendment is not effective until signed by the Director, Division of Purchase and Property or his/her designee.

Bidder – A vendor submitting a bid proposal in response to this RFP.

Contract - This RFP, any addendum to this RFP, the bidder's bid proposal submitted in response to this RFP and the Division's Notice of Acceptance.

Contractor - The contractor is the bidder awarded a contract.

Director - Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Division - The Division of Purchase and Property.

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

May - Denotes that which is permissible, but not mandatory.

Request for Proposal (RFP) - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of [the] Using Agency[ies], as identified herein.

Shall or Must - Denotes that which is a mandatory requirement.

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

State - State of New Jersey

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

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

3.1 GENERAL

This RFP provides specifications for maintenance and repair services and related parts for the makes and models of forklifts, pallet and lift trucks and associated equipment listed on the pricing pages. The State reserves the right to delete and/or add individual pieces of equipment at any time during the term of the contract.

NOTE: Neither new nor replacement equipment can be purchased or sold under the scope of this RFP.

The maintenance service and parts discount price lines have been grouped by agency/location and by equipment type. A bidder may offer a proposal for any or all locations; however, to be considered for an award, a bidder must bid both an hourly rate for service **and** a discount for the parts required to maintain and repair all equipment (i.e. battery chargers, sit down forklifts, hand jacks, etc.) listed for each agency/ location for which the bidder is making a proposal.

Proposals which do not include service for all equipment at a location or, which fail to include parts discounts for the equipment to be serviced, will not be eligible for an award for that agency location.

The RFP is constructed to permit the bidder to propose either OEM or generic replacement parts. The bidder should indicate the type of replacement parts it is offering by placing a check mark in the space provided in the price line(s).

While on State property, employees of the contractor are subject to State regulations governing workplace conduct and standards. Employees of the contractor must perform their work consistent with all Federal, State, OSHA and local safety rules and regulations. The contractor assumes full responsibility for all risks associated with the work its employees perform under the contract.

In cases where repairs in excess of \$750.00 (\$100.00 for battery chargers) may be required for a unit, the contractor shall contact the using agency coordinator to determine whether to proceed with the repair. Final determination will be made by the using agency.

Bidders are invited to inspect existing equipment and review maintenance and repair records prior to submitting bids. This may be done by contacting Joseph DiMattia at 609-292-5702 (DEPTCOR), Mike Solderich (NJ Lottery) at 609-599-5865, Mike Clancy (NJ Motor Vehicle Commission) at 609-777-3971 or Dave Millstein at 609-292-7299 (Treasury) for an appointment.

3.2 AGENCIES/LOCATIONS

The agencies/locations listed in this proposal for which service will be required under the contract are as follows:

<u>Price Lines</u>	<u>Institution</u>	<u>Shipping Address</u>
00001 - 00002,	Northern State Prison	Bureau of State Use Industries DEPTCOR Clothing Shop Northern State Prison 168 Frontage Road Newark, NJ 07102
00003-00010	Mountainview Youth Correctional Facility	Bureau of State Use Industries Mountainview Youth Corr. Fac. Furniture Case Goods

		31 Petticoat Lane Annandale, NJ 08807
00011-00014	East Jersey State Prison	Bureau of State Use Industries DEPTCOR Industrial Office Woodbridge Ave. Rahway, NJ 07065
00015-00024	Dept. of Corrections Central Warehouse	Bureau of State Use Industries Central Warehouse 163 North Olden Ave. Trenton, NJ 08625
00025-00028	Edna Mahan Correctional Facility	Bureau of State Use Industries DEPTCOR Teleresponse Edna Mahan Correctional Facility Rte. 513 & Pittstown Road Clinton, NJ 08809
00029-00036	Albert C. Wagner Correctional Facility	Bureau of State Use Industries DEPTCOR Metal Shop Ware Ave. Bordentown, NJ 08505
00037-00038	Garden State Correctional Facility	Bureau of State Use Industries DEPTCOR Brush Shop Garden State Correctional Facility Highbridge Road Yardville, NJ 08620
00039-00048	South Woods State Prison	Bureau of State Use Industries Industrial Offices "I" Building Receiving Gate 217 South Burlington Road Bridgeton, NJ 08302
00049-00058	Bayside State Prison	Bureau of State Use Industries DEPTCOR Auto Tag Shop Route 47 South Leesburg, NJ 08327
00059-00060	Bayside State Prison	Bureau of State Use Industries DEPTCOR Bakery Route 47 South Leesburg, NJ 08327
00061-00066	Southern State Prison	Bureau of State Use Industries DEPTCOR Concrete Shop Route 47 Phase II Receiving Gate Delmont, NJ 08314
00067-00072	NJ Lottery Headquarters – Warehouse	NJ Lottery One Lawrence Park Complex Brunswick Avenue Circle Lawrenceville, NJ 08648
00073-00078	NJ Dept. of the Treasury Division of Property Mgmt. & Construction	Division of Property Mgmt. & Construction Bureau of Special Services (B.O.S.S.) Multi-Use Warehouse 121 1 st Avenue Hamilton, NJ 08610
00079—00088	NJ Motor Vehicle Commission	NJ MVC Warehouse 1600 North Olden Ave.

		Ewing, NJ 08638
00089-00096	NJ Motor Vehicle Commission	NJ MVC Trenton Office Complex (TOC) 225 East State Street Trenton, NJ 08666
00097-00102	NJ Motor Vehicle Commission	NJ MVC Toms River (Storage/Staging Area) 935 Lakewood Road Route 66 Toms River, NJ 08753
00103-00104	NJ Motor Vehicle Commission	NJ MVC Winslow Specialty Site 550 Spring Garden Road Ancora, NJ 08037

3.3 BILLING

Billing for the respective agencies should be addressed as follows:

For DEPTCOR:

DEPTCOR/Bureau of State Use Industries
163 North Olden Ave
PO Box 867
Trenton, NJ 08625-0867

DEPTCOR's agency purchase order number must appear on all shipping and billing documents.

For NJ Lottery:

NJ Lottery
Fiscal & Resources
PO Box 041
Trenton, NJ 08625-0041

Department of the Treasury:

Department of the Treasury
Division of Property Management & Construction
Bureau of Special Services
33 West State Street
Trenton, NJ 08625

NJ Motor Vehicle Commission:

NJ Motor Vehicle Commission
Attn: Accounting Operation
225 E. State Street/7th Floor West
PO Box 167
Trenton, NJ 08666-0167

Billing must conform to the using agency's work requests and must identify units, hour meter reading (when utilized), number of hours worked and the specific maintenance/repairs performed. Forms provided for this purpose must be completed accurately. Charges for parts must reference the number and the date of the price list used for payment of parts. Work/repair

orders must be signed by a representative of the agency after completion of the work and prior to the contractor's personnel leaving the work location.

3.4 WARRANTY

The contractor shall provide a standard warranty on workmanship and repairs. The bidder shall state its warranty on parts and labor below:

Parts warranty: _____

Labor warranty: _____

3.5 SECURITY

Deliveries to DEPTCOR facilities may require additional delivery time as a result of security procedures. Contractors must follow such security arrangements as may be required by the Using Agency.

The contractor and its personnel shall be subject to and shall comply with all security regulations and procedures at the correctional facility. All contractor drivers and carrier drivers (including UPS and similar delivery services) will be subject to all security regulations and requirements at the correctional facility. This may include body and vehicle searches for contraband and prohibited items.

Compliance with these requirements may require additional driver time and patience; however, the procedures must be followed exactly. Failure to deliver due to driver non-compliance with required security measures may result in the filing of a formal complaint against the contractor which then becomes part of the Division's performance database.

3.6 DELIVERY

Maintenance will be scheduled by the using agencies on an as required basis.

The contractor must be able to respond to telephone or fax orders within forty-eight (48) hours for regular maintenance and within twenty-four (24) hours for emergency requests.

The following delivery instructions/notes are provided for the individual locations. State holidays are excluded.

Location	Delivery Hours	Special Instructions
Northern State Prison	Monday thru Friday, 8:00AM-2:30 PM	None
Mountainview Youth Correctional Facility	Monday thru Friday, 8:30AM-11:00AM & 1:00PM-2:30PM	Call Industrial Office for clearance prior to delivery
East Jersey State Prison	Monday thru Friday, 8:00AM-1:00PM	Call 24 hours prior to delivery
Dept. of Corrections Central Warehouse	Monday thru Friday, 8:00AM-3:00PM	None
Edna Mahan Correctional Facility	Monday thru Friday, 8:30AM-11:00AM & 1:00PM-3:00PM	None
Albert C. Wagner Correctional	Monday thru Friday, 8:00Am-	Call 24 hours prior to delivery;

Facility	10:00AM & 1:00PM-2:00PM	no deliveries in inclement weather
Garden State Correctional Facility	Monday thru Friday, 8:00AM-10:00AM & 1:00PM-2:00PM	Call 24 hours prior to delivery
South Woods State Prison	Monday thru Friday, 9:00AM-2:30PM	Call prior to delivery to schedule clearance
Bayside State Prison	Monday thru Friday, 8:30AM-1:00PM	None
Southern State Prison	Monday thru Friday, 8:00AM-3:00PM	None
NJ Lottery Commission	Monday thru Friday 8:00AM-4:00PM	None
NJ Dept. of the Treasury B.O.S.S. Warehouse	Monday thru Friday 8:00AM-4:00PM	None
NJ Motor Vehicle Commission 1600 N. Olden Ave.	Monday thru Friday 7:30 AM - 3:30 PM	No deliveries between 12 PM and 1 PM
NJ Motor Vehicle Commission 225 E. State Street	Monday thru Friday 8:00 AM – 4:00 PM	No deliveries between 12 PM - 1 PM
NJ Motor Vehicle Commission Toms River	By Appointment ONLY	Call Paul Giordano @609-777-4271
NJ Motor Vehicle Commission Ancora, NJ	Monday thru Friday 8:00 AM-4:30 PM	None

4.0 BID PROPOSAL PREPARATION AND SUBMISSION

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.

The forms discussed herein and required for submission of a bid proposal in response to this RFP are available on the web at <http://www.state.nj.us/treasury/purchase/bid/summary/10x20780.shtml> unless noted otherwise.

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 accompanying this RFP. 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 BID SUBMITTAL INSTRUCTION-EBID VS NON EBID

4.3.1 EBID SUBMISSION OF BID PROPOSAL

If submitting an eBid, hard copy submittal is not required. Instructions to enroll and submit eBids are located at <http://ebid.nj.gov>.

If both eBid and a hard copy of the bidder's proposal are submitted, the eBid proposal will prevail in the event of a discrepancy between the electronic and paper versions.

4.3.2 NON EBID SUBMITTAL

The Bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The Bidder should submit **two 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/PROOF OF REGISTRATION REQUIRED WITH BID PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete, including signature of an authorized representative of the bidder, and submit the Signatory Page accompanying this RFP. 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.

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 (5) 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 for this purpose.

4.4.1.4 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

FAILURE BY THE BIDDER TO SUBMIT A COPY OF ITS 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/nibgs to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate. Further information is provided in Section 1.1 of the NJ Standard Terms and Conditions version 07/27/07 accompanying this RFP.

4.4.1.5 SMALL BUSINESS SET-ASIDE CONTRACTS

Not applicable to this RFP.

4.4.1.6 SUBCONTRACTOR SET-ASIDE FORMS

All bidders shall complete the Notice of Intent to Subcontract Form to advise the State as to whether or not a subcontractor will be utilized to provide any goods or services under the contract. If this is a small business subcontracting set-aside contract, then the bidder must comply with the Procedures for Small Business Participation as Subcontractors set forth in the Subcontractor Set-Aside Forms. Further, if the bidder intends to utilize a subcontractor, then the Subcontractor Utilization Form must be completed and submitted with the bid proposal. Bidders seeking eligible small businesses should contact the New Jersey Division of Small, Minority and Women Business Development at (609) 292-2146.

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

N.J.A.C. 17:13-4 and Executive Order 71 mandate that if the bidder proposes to utilize a subcontractor, the bidder must make a good faith effort to meet the set-aside subcontracting targets of awarding a total of twenty-five percent (25%) of the value of the contract to New Jersey-based, New Jersey Division of Small, Minority and Women Business Development registered small businesses, with a minimum of five (5) percent awarded to each of the three categories set forth below, and the balance of ten (10) percent spread across the three annual gross revenue categories: Category I – \$1 to \$500,000; Category II – \$500,001 to \$5,000,000; Category III – \$5,000,001 to \$12,000,000.

Should the bidder choose to use subcontractors and fail to meet the small business subcontracting targets set forth above, the bidder must submit documentation demonstrating its good faith effort to meet the targets with its bid proposal or within seven (7) business days upon request.

4.4.1.7 BID BOND

Not applicable to this RFP.

4.4.2 FORMS REQUIRED BEFORE CONTRACT AWARD AND THAT SHOULD BE SUBMITTED WITH THE BID PROPOSAL

4.4.2.1 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.

4.4.2.2 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.

4.4.2.3 SERVICES SOURCE DISCLOSURE FORM

Pursuant to N.J.S.A. 52:34-13.2, the bidder is required to submit with its bid proposal a completed source disclosure form. Refer to RFP Section 7.1.2 for further explanatory information concerning this requirement.

4.4.3 SUBMITTALS

4.4.3.1 BIDDER EXPERIENCE - DATA SHEETS

The bidder must provide all of the information requested in the Bidder's Data Packet accompanying this RFP.

4.4.3.2 DISCLOSURE OF PRODUCT COMPOSITION

Not applicable to this RFP.

4.4.3.3 SAMPLES/SAMPLE TESTING

Not applicable to this RFP.

4.4.3.4 MANUFACTURERS PRICE LIST

The bidder should submit the latest dated price list for each brand of repair parts corresponding to the equipment listed on the price line for the location bid with its bid proposal. All brands of repair parts offered must correlate with a specific piece of equipment in this RFP.

All price lists must be dated prior to the bid opening date to be considered for an award.

All price lists submitted must be dated and conform in all respects to the price list referenced on the pricing line for that item.

Failure to submit the price lists with the bid proposal or within five working days of formal notification either in writing or verbally will result in the rejection of the bid for that item.

The bidder must indicate on the price line the parts list page numbers that pertain to the equipment listed on that specific line number.

In addition to the above, the contractor is required, as a condition of contract, to provide price lists at no additional cost, to DEPTCOR, NJ Lottery and Treasury Department, Division of Property Management and Construction and Motor Vehicle Commission during the full term of the contract and any extensions.

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

4.4.4 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.

4.4.5 PRICING

In order for the State to make sound business judgments regarding products and prices offered in response to this RFP, the bidder must supply, with its bid proposal, the information requested on the RFP's pricing lines in sufficient detail as to allow the State to determine the firm, fixed bid pricing and the precise product or service being offered, i.e., with no possible misinterpretation of the price or product/service being offered by the bidder. A bidder's failure to provide, within its bid proposal, the information deemed by the State to be essential for product identification or price determination will result in rejection of that bidder's proposal. Notwithstanding the aforementioned material obligation, in order to support the State's decision-making process, the State may require a bidder to provide additional information or documentation that has been deemed not to be material to product identification or price determination, in which case, the bidder shall, within the time limit set forth in the written request, comply with said request. Each bidder is required to hold its prices firm through issuance of contract.

4.4.6 COOPERATIVE PURCHASING

Not applicable to this RFP.

4.4.7 METHOD OF BIDDING/PRICE SHEET INSTRUCTIONS

The bidder is cautioned to carefully read the requirements for submitting price sheet information on the pricing pages. All information blanks must be completed. Failure to submit all information required for a price line may result in the bid being considered non-responsive for that price line.

Note: Price lines are grouped by agency location and equipment type (refer to section 4.4.7.1 of the RFP).

The bid price sheets are to be used to list all hourly rates and discounts for repair parts, as well as all pertinent price list information (i.e., brand, price list date and number) for each institution for which the bidder is offering a proposal.

A bidder may offer a proposal for any or all locations; however, to be considered for an award, a bidder must bid both an hourly rate for service and a discount for the parts required to maintain and repair all equipment (i.e. battery chargers, sit down forklifts, hand jacks, etc.) listed for each agency location for which the bidder is making a proposal. Proposals which do not include service for all equipment at a location or, which fail to include parts discounts and supporting manufacturer's price lists for parts (see [section 4.4.3.4](#) of the RFP) for all the equipment to be serviced, will not be eligible for an award for that agency location.

EXAMPLES FOR BIDDING LOCATIONS

The following examples illustrate how a bidder should respond to differing location needs in its bid proposal:

Price Lines 00001-00002:

Single location Northern State Prison

Single equipment type Single labor rate

Single parts discount Single Parts Discount

See section 7.2 Final Contract Award, **AWARD EXAMPLE 1** to see how this response will be evaluated.

Price Lines 00003-00010:

Single location Mountainview Youth Correctional Facility

Multiple equipment types Up to four (4) labor rates*

Multiple parts discounts Up to four parts discount percentages*

*The bidder may bid the same labor rate for each type of equipment or different rates depending on how it chooses to structure its bid. In the example above, the bidder may bid up to four (4) different rates. The bidder may also bid a single parts discount percentage for each equipment type or, up to four (4) parts discount percentages, one for each equipment type.

See section 7.2 Final Contract Award, **AWARD EXAMPLE 2** to see how this response will be evaluated.

The bidder must specify the price list date and price list number it is bidding for each brand of parts. If its price list has multiple columns, the bidder must cross or block out all other columns, which do not apply to the line item. Failure to do so may result in the rejection of the bid for that price line.

The bidder must bid only one discount for each line of repair parts. Multiple discounts or a spread of discounts (i.e. 20-24%) predicated on a range of volumes or usage will not be considered. **Important note:** Mark-ups for repair parts will not be considered. Parts discounts must take into account that all parts must be FOB delivered. Shipping charges will not be accepted.

IMPORTANT: For locations with more than one manufacturer’s equipment type in a price line (price line 00009 in the RFP, for example) the bidder must bid a single labor rate. The bidder must also bid only a single parts discount for the repair parts.

The bidder must specify only one labor rate per price line. A bid providing more than one labor rate per price line will not be considered for an award.

Hourly rates must be held firm for the duration of the contract.

All hourly rates bid are required to be inclusive. The contractor will **not** be paid for travel time between its place of business and the agency location where it is called to perform maintenance or repair services. Contractor hourly rates for services will commence from the actual time the contractor reports at the agency location until the contractor completes the service/repair. If a repair must be carried over to another day due to parts availability or for scheduling reasons, the contractor will be paid up until the contractor leaves the work site and the billing cycle would resume once the contractor returns to complete the repair. The agency will maintain appropriate records showing the actual time the contractor spent on the job.

4.4.7.1 To be considered responsive, a bidder must bid all price lines for labor and parts discounts for each location for which it is offering a proposal. The table below shows the price lines which must be bid for each location.

<u>LOCATION</u>	<u>PRICE LINES</u>
Northern State Prison	00001-00002
Mountainview Youth Correctional Facility	00003-00010
East Jersey State Prison	00011-00014
Dept. of Corrections Central Warehouse	00015-00024
Edna Mahan Correctional Facility	00025-00028
Albert C. Wagner Correctional Facility	00029-00036
Garden State Correctional Facility	00037-00038
South Woods State Prison	00039-00048
Bayside State Prison (Auto Tag Shop)	00049-00058
Bayside State Prison (Bakery)	00059-00060
Southern State Prison	00061-00066
NJ Lottery Warehouse	00067-00072
Div. of Property Mgmt & Construction Warehouse	00073-00078
NJ MVC – 1600 N. Olden Ave.	00079-00088
NJ MVC – 225 E. State Street	00089-00096
NJ MVC – Toms River, NJ Location	00097-00102
NJ MVC – Ancora, NJ Location	00103-00104

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF 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 accompanying this RFP.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions 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 **two (2) years**. The anticipated "Contract Effective Date" is provided on the signatory page accompanying this RFP. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of **three (3)** one-year periods, by the mutual written consent of the contractor and the Director. **Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than 45 days after contract expiration.**

5.4 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 Agencies reveals that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or as a basis not to award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the Agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

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

5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

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

5.8 MANUFACTURING/PACKAGING REQUIREMENTS

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

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

5.8.3 All products are to be packaged in sizes as specified in this RFP and shall be packaged in such a manner as to ensure delivery in first class condition and properly marked for identification. All shipments must be comprised of original cartons associated with the commercial industry represented by the actual product contained within each carton. Deliveries containing re-used, re-labeled, re-worked or alternate cartons are subject to rejection by the Using Agency at the contractor's expense.

5.9 CLAIMS

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1.1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

5.10 CONTRACT PRICE INCREASE (PREVAILING WAGE)

If the Prevailing Wage Act (N.J.S.A. 34:11-56 et seq.) is applicable to the contract, the contractor may apply to the Director, on the anniversary of the effective date of the contract, for a contract price increase. The contract price increase will be available only for an increase in the prevailing

wages of trades and occupations covered under this contract during the prior year. The contractor must substantiate with documentation the need for the increase and submit it to the Director for review and determination of the amount, if any, of the requested increase, which shall be available for the upcoming contract year. No retroactive increases will be approved by the Director.

5.11 PUBLIC WORKS CONTRACT-ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT

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

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

- a) The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;
- b) The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;
- c) The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5.12 CONTRACT ACTIVITY REPORT

As required by paragraph 3.19 of the NJ Standard Terms and Conditions version 07/27/07 accompanying this RFP, contractor(s) must provide, on a calendar quarter basis, to the assigned Purchase Bureau representative, a record of all purchases made under the contract resulting from this RFP. This reporting requirement includes sales to State using agencies, political sub-divisions thereof and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads,

independent institutions of higher education, 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 must submit the required information in Microsoft Excel format.

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

5.13 DISCLOSURE OF PRODUCT COMPOSITION

Not applicable to this RFP.

5.14 STATE'S OPTION TO REDUCE SCOPE OF WORK

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

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

5.15 SUSPENSION OF WORK

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

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.

6.2 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.

After reviewing bid proposals, the Buyer or the Evaluation Committee (generically, the "evaluation committee") may ask one, some or all of the bidders to clarify certain aspects of their proposals. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies or material omissions or revise or modify a proposal, except to the extent that correction of apparent clerical mistakes results in a modification.

The bidder may be required to give an oral presentation to the State concerning its bid proposal.

Bidders may not attend the oral presentations of 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.

6.2.1 EVALUATION OF THE BID PROPOSALS

After the Evaluation Committee completes its evaluation, it recommends to the Director for award the responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process and makes a recommendation to the Director. The Director may accept, reject or modify the recommendation of the Evaluation Committee. Whether or not there has been a negotiation process as outlined in 6.4 below, the Director reserves the right to negotiate price reductions with the selected vendor.

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)

After evaluating bid proposals, the evaluation committee may enter into negotiations with each bidder in the competitive range, unless there are too many highly rated proposals to evaluate efficiently. In this situation, the State may limit the competitive range to the number of proposals that will permit efficient competition among the most highly rated proposals. The primary purpose of negotiations is to maximize the State's ability to get the best value, based on the requirements and evaluation criteria set forth in the RFP. Negotiations may involve the identification of significant proposal weaknesses, ambiguities and other deficiencies that could limit a bidder's award potential, including price. More rounds of negotiations may be held with one bidder in the competitive range than with another. Negotiations will be structured to safeguard information and ensure that all bidders in the competitive range are treated fairly.

When the evaluation committee determines to conclude negotiations, all bidders in the competitive range will be so notified and advised of the time and place for submission of best and final offers. The best and final offer can modify any aspect of the bid proposal, provided mandatory RFP requirements are satisfied and further provided that the revised price proposal is not higher than the original price proposal. Any revised price proposal that is not equal to or lower in price than the original price proposal will be rejected as non-responsive.

Evaluation of the best and final offers will be on the basis of price and the evaluation criteria set forth in the RFP. If, after review of the best and final offers, clarification is required, it may be sought from the bidders. If further negotiation is desired after evaluation of the revised proposals, it will be followed by another BAFO opportunity. The State reserves the right to reassess the competitive range before proceeding with a subsequent round of negotiations and BAFO submissions and to remove from the competitive range any proposal that is no longer considered to be a leading contender for award.

After evaluation of the final BAFO submissions, the evaluation committee will recommend to the Director for award the responsible bidder(s) whose bid proposal(s), conforming to the RFP, is most advantageous to the State, price and other factors considered. The Director may accept, reject or modify the recommendation of the Evaluation Committee. The Director may negotiate further reductions in price with the selected bidder.

Negotiations will only be conducted in those circumstances where they are deemed by the State to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, bidders are advised to submit their best technical and price proposals in response to this RFP, because the State may, after evaluation, make a contract award based on the content of these initial submissions, without further negotiation with any bidder.

All contacts, records of initial evaluations, any correspondence with bidders related to any request for clarification, 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

Individual awards will be made per agency location based on the lowest average hourly rate plus the discount offered. To evaluate parts discounts, the State will assign a value of \$100 to a hypothetical repair parts cost and subtract the discount offered by the bidder for that equipment/location. A one (1) hour labor charge as proposed by the bidder in its bid will then be added to determine the lowest overall repair cost. The following examples explain the evaluation methodology:

AWARD EXAMPLE 1

A) One Location, Single Equipment Type, Single Labor Rate, Single Parts Discount

Vendor 1

Vendor 2

Vendor 3

Hourly Rate	\$20	\$25	\$20
Parts Discount Percentage	15%	20%	25%
Discounted Parts Cost	\$85	\$80	\$75
Total Cost	\$105	\$105	\$95

In the example above, the low cost vendor would be Vendor 3 and Vendor 3 would receive the award.

AWARD EXAMPLE 2

B) One Location, Multiple Labor Rates and Multiple Parts Discounts

Multiple Labor Rates

For a bidder offering different labor rates for different equipment types (i.e., forklift, battery charger, pallet jacks, etc.) at a single location, the labor rates will be averaged as illustrated by the following example:

Labor Rate Calculation

	<u>Vendor 1</u>	<u>Vendor 2</u>	<u>Vendor 3</u>
Labor Rate (forklift)	\$30	\$45	\$35
Labor Rate (battery charger)	\$30	\$30	\$25
Labor Rate (hand jack)	\$30	\$35	\$25
Average Rate (Total of rates divided by 3)	\$30	\$36.67	\$28.33

In the example, there are three different types of equipment at a single location. Vendor 1 has bid the same labor rate for the three types of equipment. Vendors 2 and 3 have bid different rates for the different equipment types.

Multiple Parts Discounts

For a bidder offering different percentage parts discounts for the different price lines covering different equipment (i.e., lift trucks, battery chargers, forklifts, etc.) at a location, the discounts will be averaged and the same calculation as above applied. An example of the parts discount calculation follows:

Parts Discount Calculation

	<u>Vendor 1</u>	<u>Vendor 2</u>	<u>Vendor3</u>
Parts Discount (forklift)	15%	20%	25%
Parts Discount (battery charger)	15%	15%	30%
Parts Discount (hand jack)	15%	20%	35%
Average Discount (Total of discounts divided by 3)	15%	18.3%	30%

In the example, there are three different types of equipment at a single location. Vendor 1 has bid the same discount for all three equipment types. Vendor 2 and Vendor 3 have bid different parts discounts for the different equipment types.

To determine which vendor would receive the award for a location with multiple equipment types, the following methodology would be applied using a hypothetical repair parts cost of \$100 and subtracting the average parts discount.

	<u>Vendor 1</u>	<u>Vendor 2</u>	<u>Vendor 3</u>
Average Hourly Rate	\$30	\$36.67	\$28.33
Average Parts Discount Percentage	15%	18.3%	30%
Discounted Parts Cost	\$85	\$81.70	\$70
Total Cost	\$115	\$118.37	\$98.33

In this example, Vendor 3 would receive the award as the low cost bidder for that location.

Individual contract awards for equipment servicing and repair parts for each agency location as per examples listed above shall be made with reasonable promptness by written notice to that responsible bidder, whose bid proposal, conforming to this RFP, is most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

7.3 INSURANCE CERTIFICATES

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

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

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

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

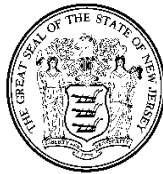
8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

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

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

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

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



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

DATE: August 6, 2009

To: All Interested Bidders

Re: **RFP #10-X-20760**
Maintenance, Lift & Pallet Trucks for DEPTCOR and Other Agencies

Bid Due Date: **August 20, 2009** (2:00 p.m.)

ADDENDUM #1

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

Part 1: Additions, deletions, clarifications and modifications to the RFP

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

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

PART 1
Maint/Repairs, Lift & Pallet Trucks for DEPTCOR AND OTHER AGENCIES
Bid Number 10-X-20760

Additions, Deletions, Clarifications and Modifications to the RFP

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1	9	Section 1.5 "Price List and/or Catalog Pricing"	Delete this section in its entirety.
2	11	Section 3.1 "General"	Delete the word "Discount" and replace with the words "Mark-up over Cost" in the last sentence of the third paragraph.
3	18	Section 4.4.3.4 Manufacturers Price List"	Delete this section in its entirety.
4	20-21	Section 4.4.7 "Method of Bidding/Price Sheet Instructions	<p>Delete this sections in its entirety and replace with the following:</p> <p>The bidder is cautioned to carefully read the requirements for submitting price sheet information on the pricing pages. All information blanks must be completed. Failure to submit all information required for a price line may result in the bid being considered non-responsive for that price line. Note: Price lines are grouped by agency location and equipment type (refer to section 4.4.7.1 of the RFP).</p> <p>A bidder may offer a proposal for any or all locations; however, to be considered for an award, a bidder must bid both an hourly rate for service and a mark-up over cost for the parts required to maintain and repair all equipment (i.e. battery chargers, sit down forklifts, hand jacks, etc.) listed for each agency location for which the bidder is making a proposal. Proposals which do not include service for all equipment at a location or, which fail to include a mark-up over cost for parts for all the equipment to be serviced, will not be eligible for an award for that agency location.</p> <p>The bid price sheets are to be used to list all hourly rates and mark-up over cost for repair parts, as well as all pertinent (i.e., brand, for each institution for which the bidder is offering a proposal.</p> <p>Bidder must provide their mark-up over the cost of the parts in the proper column of the bid pricing sheets for price lines 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50, 52, 54, 56, 58, 60, 62, 64, 66, 68, 70, 72, 74, 76, 78, 80, 82, 84, 86, 88, 90, 92, 94, 96, 98, 100, 102 and 104. The State reserves the right to reject bid proposals with excessive mark-ups.</p> <p>For billing and price verification purposes, contractors must attach a separate invoice from their supplier which clearly indicates the price paid for repair parts for the price lines listed above for which the mark-up is being applied.</p> <p>When a proper invoice is not received the Using Agency they will do the following:</p> <ol style="list-style-type: none"> 1. File a PB36 complaint form with the purchases bureau.

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
			<p>must bid a single labor rate. The bidder must also bid only a single mark-up for the repair parts.</p> <p><u>The bidder must specify only one labor rate per price line.</u> A bid providing more than one labor rate per price line will not be considered for an award.</p> <p>Hourly rates must be held firm for the duration of the contract.</p> <p>All hourly rates bid are required to be inclusive. The contractor will not be paid for travel time between its place of business and the agency location where it is called to perform maintenance or repair services. Contractor hourly rates for services will commence from the actual time the contractor reports at the agency location until the contractor completes the service/repair. If a repair must be carried over to another day due to parts availability or for scheduling reasons, the contractor will be paid up until the contractor leaves the work site and the billing cycle would resume once the contractor returns to complete the repair. The agency will maintain appropriate records showing the actual time the contractor spent on the job.</p>
5	29-30	7.2 "Final Contract Award"	Bidders are to delete all references to the work "Discount" and replace with the words "Mark-up over Cost"
6	Price Lines		For Price Lines 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50, 52, 54, 56, 58, 60, 62, 64, 66, 68, 70, 72, 74, 76, 78, 80, 82, 84, 86, 88, 90, 92, 94, 96, 98, 100, 102 and 104 bidder are DELETE the word discount in the fourth column and REPLACE with "Mark-Up over Cost" and Delete all reference to price list information.

The following companies attended the mandatory bidder's conference:

Barclay Brand Ferdon
2401 S. Clinton Ave.
S. Plainfield, NJ 07080

Eagle Lift Truck Inc.
661 River Road. PP8C
Tullytown, PA 19007

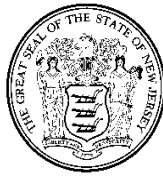
Eastern Lift Truck Co.
Rt. 73 – E. Linwood Road
Maple Shade, NJ 08052

Liftec
124 Sylvania Drive
S. Plainfield, NJ 07080

Sinclair Material Handling Inc.
93 Second Ave.
Trenton, NJ 08619

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.



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

DATE: August 19, 2009

To: All Interested Bidders

**Re: RFP #10-X-20760
Maintenance, Lift & Pallet Trucks for DEPTCOR and Other Agencies**

Bid Due Date: August 20, 2009 (2:00 p.m.)

REVISED BID OPENING DATE: September 2, 2009 (2:00 p.m.)

ADDENDUM #2

The following constitutes Addendum #2 to the above referenced solicitation

Please be advised that the bid opening date of 8/20/09 at 2:00 PM has been postponed to 09/02/09 at 2:00 PM.

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.