



State of New Jersey

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

RICHARD J. CODEY
Acting Governor

JOHN E. MCCORMAC, CPA
State Treasurer

May 2, 2005

TO: All Potential Bidders

RE: RFP #: 05-R-37911 Excavator Truck, 59,000 lb. GVWR Cab and Chassis with Upper Structure and Attachments

Enclosed please find a complete set of bid documents for the above referenced solicitation.

The following are the key dates for the project:

Date	Time	Event
6/10/05	2:00 PM	Bid Submission Due Date

IMPORTANT NOTES:

- a) **New Business Registration Requirements – This is a change from previous requirements. Failure to submit a copy of your Business Registration Certificate (or interim registration) from the Division of Revenue with the Bid Proposal may be cause for rejection of the bid proposal.**
- b) **Executive Order 134 Certification and Disclosure Submittal Requirements Revised – In order to simplify the EO 134 compliance process, effective December 22, 2004, submission of EO 134 Certification and Disclosure forms will be required following notice of intent to award.**

All questions concerning the RFP contents and the bidding process must be directed to the following e-mail address: Kristi.Holman@treas.state.nj.us

ATTENTION VENDORS

Vendor Information and Bidding Opportunities

The Purchase Bureau maintains a bidder's mailing list. You as a vendor may have basic information about your firm added to the bidder's mailing list by visiting our website at <http://www.state.nj.us/treasury/purchase/bidmaillist.htm> and submitting a bidder's mailing list application online. You may also download the application and instructions and submit the application by mail. Applications submitted online are processed more quickly than mailed applications.

A bidder's mailing list application gives you the opportunity to identify yourself as a potential bidder for the types of goods and services that your firm provides. The Purchase Bureau attempts (but does not guarantee) to provide firms on the bidders mailing list with notice of bidding opportunities related to the goods and services identified in the application.

If you are already on the Purchase Bureau's bidder's mailing list and you need to change your information, contact Bid List Management at (609) 984-5396.

Note: If you are an awarded State contractor and payments are not being directed to your proper remit-to address, you must send a letter on company letterhead to the Office of Management and Budget, Vendor Control Unit, PO Box 221, Trenton, NJ 08625 or fax that letter to 609-292-4882. In the letter you must include the current incorrect remit to address and your new correct remit-to address. If you have any questions about this process you may call (609) 292-8124 for more information.



**STATE OF NEW JERSEY
REQUEST FOR PROPOSAL**

BID NUMBER: 05-R-37911

FOR: Excavator Truck, 59,000 lb. GVWR Cab and Chassis with Upper Structure and Attachments

AGENCY REFERENCE #: 04-DCN-0209
 REQUESTING AGENCY: **STATE OF NEW JERSEY, DEPT. OF TRANSPORTATION**

ESTIMATED AMOUNT: \$500,000.00
 CONTRACT EFFECTIVE DATE: **N/A**
 CONTRACT EXPIRATION DATE: **N/A**
 COOPERATIVE PURCHASING: **NO**
 SET ASIDE: **NONE**

DIRECT QUESTIONS CONCERNING THIS RFP TO:
 E-MAIL ADDRESS: Kristi.Holman@treas.state.nj.us

TO BE COMPLETED BY BIDDER:

Firm Name: _____ Address: _____

PURSUANT TO N.J.S.A. 52:34 - 12 AND N.J.A.C. 17:12 - 2.2, PROPOSALS WHICH FAIL TO CONFORM WITH THE FOLLOWING REQUIREMENTS WILL BE AUTOMATICALLY REJECTED:

- 1) **PROPOSALS MUST BE RECEIVED AT OR BEFORE THE PUBLIC OPENING TIME OF 2 PM ON 6/10/05 AT THE FOLLOWING PLACE: DEPARTMENT OF THE TREASURY, PURCHASE BUREAU, PO BOX-230, 33 WEST STATE STREET, 9TH FLOOR, TRENTON, NEW JERSEY 08625-0230.** TELEPHONE, TELEFACSIMILE OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED.
- 2) THE BIDDER MUST SIGN THE PROPOSAL.
- 3) THE PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS, F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PRICE QUOTES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT.
- 4) ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.
- 5) ALL CORRECTIONS, WHITE-OUTS, ERASURES, RESTRIKING OF TYPE, OR OTHER FORMS OF ALTERATION, OR THE APPEARANCE OF ALTERATION, TO UNIT AND/OR TOTAL PRICES MUST BE INITIALED IN INK BY THE BIDDER.
- 6) THE BIDDER MUST SUBMIT WITH THE PROPOSAL BID SECURITY IN THE AMOUNT OF \$ **0** OR **0** %.
 CHECK THE TYPE OF BID SECURITY SUPPLIED:
 ANNUAL BID BOND ON FILE: _____ BID BOND ATTACHED: _____
 CERTIFIED OR CASHIERS CHECK ATTACHED: _____ LETTER OF CREDIT ATTACHED: _____
- 7) THE BIDDER MUST COMPLETE AND SUBMIT, PRIOR TO THE SUBMISSION OF THE PROPOSAL, OR ACCOMPANYING THE PROPOSAL, THE ATTACHED OWNERSHIP DISCLOSURE FORM. (SEE N.J.S.A. 52:25-24.2). [SEE ATTACHMENT 1](#)
- 8) THE BIDDER MUST ATTEND THE MANDATORY PRE-BID CONFERENCE(S) AND SITE VISIT(S) AT THE FOLLOWING DATE(S) AND TIME(S):
 PRE-BID CONFERENCE: **N/A**
 SITE INSPECTION: **N/A**

ADDITIONAL REQUIREMENTS

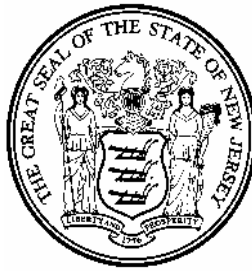
- 9) PERFORMANCE SECURITY: \$ **0** OR **0** %
- 10) PAYMENT RETENTION: **00%**
- 11) AN AFFIRMATION ACTION FORM ([ATTACHMENT 3 OF RFP](#))
- 12) A MACBRIDE PRINCIPALS CERTIFICATION ([ATTACHMENT 2 OF RFP](#))
- 13) REQUESTED DELIVERY: **60 DAYS** FROM RECEIPT OF ORDER.
- 14) CERTIFICATION OR NOTIFICATION OF REGISTRATION WITH THE SECRETARY OF STATE IF A FOREIGN (NON-NJ) CORPORATION, IF NECESSARY (SEE N.J.S.A 14A:13-1 ET SEQ. AND N.J.A.C. 17:12-2.12).
- 15) FOR SET ASIDE CONTRACTS ONLY, N.J. DEPARTMENT OF COMMERCE CERTIFICATION OF REGISTRATION AS A SMALL BUSINESSES (SEE N.J.A.C. 17:13-3.1 & 13.3.2).

TO BE COMPLETED BY BIDDER

- 16) DELIVERY CAN BE MADE _____ DAYS OR _____ WEEKS AFTER RECEIPT OF ORDER.
- 17) CASH DISCOUNT TERMS (SEE RFP) _____ %, _____ DAYS: NET _____ DAYS.
- 18) BIDDER PHONE NO: _____
- 19) BIDDER FAX NO. _____
- 20) BIDDER E-MAIL ADDRESS. _____
- 21) BIDDER FEDERAL ID NO. _____
- 22) YOUR BID REFERENCE NO. _____

SIGNATURE OF THE BIDDER ATTESTS THAT THE BIDDER HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS SET FORTH IN THE REQUEST FOR PROPOSAL, INCLUDING ALL ADDENDA. FURTHERMORE, SIGNATURE BY THE BIDDER SIGNIFIES THAT THE REQUEST FOR PROPOSAL AND THE RESPONSIVE PROPOSAL CONSTITUTES A CONTRACT IMMEDIATELY UPON NOTICE OF ACCEPTANCE OF THE PROPOSAL BY THE STATE OF NEW JERSEY FOR ANY OR ALL OF THE ITEMS BID, AND FOR THE LENGTH OF TIME INDICATED IN THE REQUEST FOR PROPOSAL. FAILURE TO ACCEPT THE CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE REQUEST FOR PROPOSAL, OR FAILURE TO HOLD PRICES OR TO MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN EITHER THE REQUEST FOR PROPOSAL OR THE PROPOSAL DURING THE TERM OF THE CONTRACT, SHALL CONSTITUTE A BREACH AND MAY RESULT IN SUSPENSION OR DEBARMENT FROM FURTHER STATE BIDDING. A DEFAULTING CONTRACTOR MAY ALSO BE LIABLE, AT THE OPTION OF THE STATE, FOR THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND THE PRICE BID BY AN ALTERNATE VENDOR OF THE GOODS OR SERVICES IN ADDITION TO OTHER REMEDIES AVAILABLE.

23) ORIGINAL SIGNATURE OF BIDDER	24) NAME OF FIRM
25) PRINT/TYPE NAME AND TITLE	26) DATE



Bid Number: 05-R-37911

REQUEST FOR PROPOSAL FOR:

Excavator Truck, 59,000 lb. GVWR Cab and Chassis with Upper Structure and Attachments

Date Issued: 5/2/05

Purchasing Agency
[State of New Jersey](#)
[Department of the Treasury](#)
[Division of Purchase and Property](#)
[Purchase Bureau](#), PO Box 230
33 West State Street
Trenton, New Jersey 08625-0230

Using Agency
State of New Jersey

1.0 INFORMATION FOR BIDDERS:7

1.1 PURPOSE AND INTENT7

1.2 BACKGROUND.....7

1.3 KEY EVENTS7

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD7

1.3.1.1 QUESTION PROTOCOL.....7

1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES7

1.3.2 MANDATORY SITE VISIT8

1.3.2 OPTIONAL SITE VISIT8

1.3.3 MANDATORY PRE-BID CONFERENCE8

1.3.4 OPTIONAL PRE-BID CONFERENCE8

1.3.5 SUBMISSION OF BID PROPOSAL.....8

1.3.6 RESERVED.....8

1.4 ADDITIONAL INFORMATION.....8

1.4.1 REVISIONS TO THIS RFP8

1.4.2 ADDENDUM AS A PART OF THIS RFP9

1.4.3 ISSUING OFFICE9

1.4.4 BIDDER RESPONSIBILITY9

1.4.5 COST LIABILITY9

1.4.6 CONTENTS OF BID PROPOSAL.....9

1.4.7 PRICE ALTERATION.....9

1.4.8 JOINT VENTURE.....9

1.5 BIDDER'S SIGNATURE9

2.0 DEFINITIONS:10

2.1 GENERAL DEFINITION.....10

2.2 CONTRACT SPECIFIC DEFINITION10

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK:11

3.1 CONTRACT UTILIZATION.....11

3.2 CONTRACT SPECIFIC REQUIREMENTS.....11

3.3 VEHICLE SPECIFICATIONS – GENERAL PROVISIONS.....15

3.4 VEHICLE SPECIFICATIONS – TECHNICAL PROVISIONS19

3.4.1 59,000 LB. GVWR CAB AND CHASSIS.....20

3.4.2 UPPER STRUCTURE, GRADALL XL4100-II, BADGER 670 OR APPROVED EQUAL.....25

3.4.3 ATTACHMENTS.....27

3.5 CONTRACT IMPLEMENTATION.....28

4.0 PROPOSAL PREPARATION AND SUBMISSION:32

4.1 GENERAL.....32

4.2 PROPOSAL DELIVERY AND IDENTIFICATION32

4.3 NUMBER OF BID PROPOSAL COPIES32

4.4 PROPOSAL CONTENT33

4.4.1 FORMS.....33

4.4.1.1 OWNERSHIP DISCLOSURE FORM33

4.4.1.2 MACBRIDE PRINCIPLES CERTIFICATION33

4.4.1.3 AFFIRMATIVE ACTION.....33

4.4.1.4 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE33

4.4.1.5 EXECUTIVE ORDER 13434

4.4.1.6 MANUFACTURER'S INFORMATION.....34

4.4.1.7 BID BOND.....34

4.4.2 SUBMITTALS34

4.4.2.1 PRODUCT LITERATURE, ETC.....34

4.4.2.2 BIDDER DATA SHEET35

4.4.2.3 REFERENCE DATA SHEETS - SATISFACTORY CUSTOMER SERVICE35

4.4.2.4 MANDATORY CONTRACTOR DATA SHEET - TERMINATED CONTRACTS36

4.4.2.5 RESERVED37

4.4.2.6 FINANCIAL CAPABILITY OF THE BIDDER.....37

4.4.2.7 RESERVED37

4.4.2.8 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER37

4.4.3 COST PROPOSAL.....37

4.4.4 METHOD OF BIDDING.....38

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS:39

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS39

5.2 BUSINESS REGISTRATION39

5.3 ADDITIONAL UNITS40

5.4 RESERVED40

5.5 AVAILABILITY OF FUNDS40

5.6 CONTRACT AMENDMENT40

5.7 PROCEDURAL REQUIREMENTS AND AMENDMENTS40

5.8 THROUGH 5.9 RESERVED40

5.10 REMEDIES FOR NON PERFORMANCE41

5.11 THROUGH 5.13 RESERVED41

5.14 PERFORMANCE BOND41

5.15 CLAIMS41

5.16 CONTRACTOR RESPONSIBILITIES41

5.17 RESERVED41

5.18 REQUIREMENTS OF EXECUTIVE ORDER 13441

 5.18.1 DEFINITIONS41

 5.18.2 BREACH OF TERMS OF EXECUTIVE ORDER 13442

 5.18.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS42

 5.18.4 STATE TREASURER REVIEW43

6.0 PROPOSAL EVALUATION/CONTRACT AWARD :43

6.1 EVALUATION43

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL43

6.3 CONTRACT AWARD44

CHECK LIST:45

7.0 ATTACHMENTS, SUPPLEMENTS AND APPENDICES46

ATTACHMENT 1 - OWNERSHIP DISCLOSURE FORM47

ATTACHMENT 1A – DISCLOSURE OF INVESTIGATIONS AND ACTIONS INVOLVING BIDDER48

ATTACHMENT 2 - MACBRIDE PRINCIPLES FORM49

ATTACHMENT 3 - AFFIRMATIVE ACTION SUPPLEMENT50

ATTACHMENT 4 - RESERVED51

APPENDIX 1 NJ STATE STANDARD TERMS AND CONDITIONS54

8.0 PRICE SHEET(S)

1.0 INFORMATION FOR BIDDERS:

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the Department of Transportation ("DOT"). The purpose of this RFP is to solicit bid proposals for excavator truck, 59,000 lb. GVWR cab and chassis with upper structure and attachments. Excavator truck specified in this RFP is for use by DOT's regional offices for excavation work on all types of soil. Type of excavation work will primarily consist of clearing of ditches and other drainage areas to reduce road flooding.

The intent of this RFP is to award a non-term contract to that responsible bidder whose bid proposal, conforming to this RFP is most advantageous to the State, price and other factors considered.

The Standard Terms & Conditions, Appendix 1 of this RFP, 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 same unless the RFP specifically indicates otherwise.

1.2 BACKGROUND

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

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

It is the policy of the Purchase Bureau to accept questions and inquiries from all vendors by e-mail. Written questions should be e-mailed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

E- Mail: kristi.holman@treas.state.nj.us

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

1.3.1.1 QUESTION PROTOCOL

Questions should be e-mailed in writing to the attention of the assigned Purchase Bureau buyer. Questions should be directly tied to the RFP by the writer. Questions should be 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.

1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

The cut-off date for questions and inquiries relating to this RFP is ten (10) days prior to the bid opening date.

1.3.2 MANDATORY SITE VISIT

Not applicable.

1.3.2 OPTIONAL SITE VISIT

Not applicable.

1.3.3 MANDATORY PRE-BID CONFERENCE

Not applicable.

1.3.4 OPTIONAL PRE-BID CONFERENCE

Not applicable.

1.3.5 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 RIGHT PLACE WILL BE REJECTED. THE DATE, TIME AND LOCATION ARE:**

DATE:	6/10/05
TIME:	2:00 pm
LOCATION:	<p>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</p> <p>Directions to the Purchase Bureau can be found on the following website: http://www.state.nj.us/treasury/purchase/directions.shtml</p>

1.3.6 RESERVED

1.4 ADDITIONAL INFORMATION

1.4.1 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.

ALL RFP ADDENDA WILL BE ISSUED ON THE PURCHASE BUREAU WEB SITE. TO ACCESS ADDENDA THE BIDDER MUST SELECT THE BID NUMBER ON THE PURCHASE BUREAU 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 ADDENDUM AS A PART OF THIS RFP

Any addendum to this RFP shall become part of this RFP and part of any contract awarded as a result of this RFP.

1.4.3 ISSUING OFFICE

This RFP is issued by the Purchase Bureau, Division of Purchase and Property. The buyer noted in Section 1.3.1 is the sole point of contact between the vendor and the State for purposes of this RFP.

1.4.4 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. By submitting a bid proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, as to all of the requirements of this RFP.

1.4.5 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.

1.4.6 CONTENTS OF BID PROPOSAL

The entire content of every bid proposal will be publicly opened and will become a matter of public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal. All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment to inspect bid proposals received in response to this RFP by contacting the Purchase Bureau buyer.

1.4.7 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 being made to the bidder.

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, Affirmative Action Employee Information Report, MacBride Principles Certification and business registration must be supplied by each party to the joint venture.

1.5 BIDDER'S SIGNATURE

The bidder's signature guarantees that prices bid will govern for the period of the contract, if awarded. The bidder also acknowledges that any reference to price escalation clauses, FOB shipping point, and shipping charges contained in the preprinted literature, shall not be part of any State contract awarded as a result of this RFP.

2.0 DEFINITIONS:

2.1 GENERAL DEFINITION

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

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

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

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.

Non-term Contract - Non-recurring contract. Contract resulting from this RFP will not be established for a certain term, rather it will be established to purchase estimated quantity shown on the price page, and any additional units under a piggy-back order, as stated in 5.3 (Additional Units) of the RFP. Unlike a term contract, which is established for a certain period, say, one year, and which is reprocedured upon the expiration date (new contracts established providing continuation of service), contract established as a result of this RFP may not be reprocedured. Also, unlike the term contract, contract resulting from this RFP will not be extended to non-State agencies.

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.

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. Failure to meet a mandatory requirement shall result in the rejection of a bid proposal, as materially non-responsive.

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 DEFINITION

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

Non-State Agency - Any using agency other than the State Agency. Any quasi-State Agency or political sub-division is a non-State Agency.

Ordering Agency - Any using agency placing a purchase order based upon the contract resulting from this RFP.

Unit - Vehicle, ("truck", "unit", "product", "commodity" or "item"), Excavator Truck, 59,000 lb. GVWR Cab and Chassis with Upper Structure and Attachments, as specified herein.

GVWR - Gross Vehicle Weight Rating, the maximum legal weight carrying capacity of a vehicle, including its own weight, as published by the vehicle/chassis manufacturer. GVWR shall not exceed the sum of front and rear GAWRs.

GAWR - Gross Axle Weight Rating, the maximum legal weight carrying capacity of axle components, including their own dry weights, as published by the vehicle/chassis manufacturer. GAWR equals the capacity of the least rated axle component.

Dry Weight - Curb weight or tare weight of a vehicle - weight of an empty vehicle, without any payload, driver and passenger, with fluids filled to half capacity.

Payload - Weight carrying capacity of a vehicle, excluding its dry weight, driver and passenger. Payload, when added to dry weight, shall not exceed the GVWR. Payload is limited by the front or rear GAWR.

WB - Wheelbase, the distance between the centerlines of front and rear axles.

RBM - Resisting bending moment, a measure of chassis frame stiffness.

SAE - Society of Automotive Engineers

ASTM - American Society for Testing Materials

NJDMV - New Jersey Division of Motor Vehicles

FMVSS - Federal Motor Vehicle Safety Standards, as established by National Highway Traffic Safety Administration (NHTSA).

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK:

3.1 CONTRACT UTILIZATION

3.1.1 This RFP has been developed to establish a non-term contract to procure the specified units as a service to the DOT.

3.1.2 It is strongly anticipated that the DOT will purchase two (2) units (agency reference # 04-DCN-0209). As stated in 5.3 (Additional Units) of the RFP, additional units may be purchased by any State agency at the same terms, conditions and pricing, if agreeable to the contractor. The State makes no representation and provides no guarantee as to the minimum, average or maximum volume of purchase for this contract.

3.2 CONTRACT SPECIFIC REQUIREMENTS

3.2.1 The bidder must be able to certify that it is a franchised and/or authorized factory representative and is able to furnish the specified unit. The State reserves the right to require that such certification be delivered within five (5) working days from the time it is requested.

3.2.2 Has the bidder, its parent company or any of its subsidiaries or related companies ever received a fine or other action of a disciplinary nature from the vehicle manufacturer represented by the bidder in this bid?

No Yes

If yes, please explain in detail and include the explanation with the bid proposal.

3.2.3 Has the bidder, its parent company or any of its subsidiaries or related companies ever been the subject of a claim by a public entity for violations of any contract provision, including price?

No Yes

If yes, please explain in detail and include the explanation with the bid proposal.

3.2.4 Manufacturer's Certificate:

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

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

3.2.6 The units outlined in this specification is for a standard manufacturer's product line available to the general public.

3.2.7 A bidder shall provide new units only. No used units are acceptable.

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

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

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

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

3.2.11.1 The contractor is responsible for assuring aftermarket installer(s)' compliance with all terms and conditions of this RFP. The contractor will assume sole responsibility for any

payments due the aftermarket installer(s). Nothing contained in the RFP shall be construed as creating any contractual relationship between any aftermarket installer(s) and the State.

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

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

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

3.2.11.5 List of Aftermarket Installers:

Name, address, phone number, fax number and e-mail address of aftermarket installer(s):

1. Name: _____

Address: _____

Phone: _____ Fax: _____

E-mail address: _____

2. Name: _____

Address: _____

Phone: _____ Fax: _____

E-mail address: _____

3. Name: _____

Address: _____

Phone: _____ Fax: _____

E-mail address: _____

4. Name: _____

Address: _____

Phone: _____ Fax: _____

E-mail address: _____

5. Name: _____

Address: _____

Phone: _____ Fax: _____

E-mail address: _____

(Copy and attach with the bid if more space is needed.)

3.2.12 Post-Order Pre-Production Meeting and Inspections:

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

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

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

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

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

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

3.2.13 Brand Names: Brand names have been kept to a minimum in this RFP; but if a brand name is given, unless specified otherwise, the term "or approved equal" is considered to follow

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

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

3.2.14.1 If a bidder takes any deviation or provides any substitutions, the bidder will make modifications to the descriptive literature included with bid proposal and list those modifications in the corresponding spaces of the bid proposal. Failure to supply the required information in the prescribed manner may disqualify the bid proposal.

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

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

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

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

3.2.16 The State reserves the right to inspect the bidder's and/or aftermarket installer(s)' facility. This provision applies from the evaluation period through contract completion.

3.2.17 The bidder shall provide the vehicle as a certified low emission vehicle (LEV) or cleaner if available from the manufacturer at no extra charge.

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

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

3.3 VEHICLE SPECIFICATIONS – GENERAL PROVISIONS

3.3.1 IMPORTANT NOTE: Each unit and its components shall be completely assembled, serviced and ready for use when delivered to the ordering agency. Unless specified

otherwise; any parts, components, equipment, controls, materials, features, performances, capacities, ratings or designs which are standard and/or necessary to form an efficient and complete working unit shall be furnished whether specifically required herein or not. Any item not specified herein but deemed necessary for the application shall be supplied and shall meet the industry standards and practices, Federal and New Jersey Safety Standards and Regulations, and SAE and other applicable standards.

3.3.2 Reserved.

3.3.3 Finish:

NJDOT Units: The chassis shall be cleaned and painted with one (1) coat of Dupont #1858 primer, and finished with two (2) coats of the color Dupont Centari #7744-A lime yellow. All paint shall be same shade. Manufacturer's standard primer is acceptable.

Other State Agencies: Ordering agency will specify manufacturer's standard one-tone paint color at the time of ordering.

3.3.4 Weight:

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

3.3.4.1 Dry Weight:

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

Front axle----- _____ lb.

Rear axle----- _____ lb.

Total----- _____ lb.

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

Dry weight of finished truck with all components installed:

Front----- _____ lb.

Rear----- _____ lb.

Total----- _____ lb.

3.3.4.2 Weight Rating:

Bidder must complete the following chart at the time of submission of the bid.

Gross Vehicle Weight Rating Chart

Wheelbase: _____

Front Component Ratings:

Rear Component Ratings:

Component Rating lbs.

Component Ratings lbs.

Front axle _____ Rear axle _____

Front springs/
suspension _____ Rear springs/
suspension _____

Front tires/
rims _____ Rear tires/
rims _____

Front G.A.W.R. _____ Rear G.A.W.R. _____
(least rated front component) (least rated rear component)

G.V.W.R. _____ lbs.
(Not to exceed a sum of front GAWR and rear GAWR)

3.3.5 Manuals: The contractor shall supply one line set sheet for each unit. A unit shall comprise of each and every assembly system and/or component. In addition to the line set sheet, the contractor is to provide the following number of manuals for each and every assembly system and/or component that makes up the unit:

5 - Sets of parts manuals (illustrations and text) bound or with binders.

5 - Sets of complete shop repair (factory service) manuals bound or with binders.

5 - Sets of complete operation and routine maintenance manuals in addition to one set with each unit.

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

- A) Hydraulic pump and hydraulic systems
- B) Separate engines, drives and chassis
- C) Telescopic boom
- D) Upper structure
- E) Attachments

Manuals are preferred on CD ROM. The manuals shall be delivered directly to the ordering agency upon delivery of the first unit. Failure to supply these manuals may hold up processing of invoices for payment.

3.3.6 Training: Complete instructions on the operation and maintenance of each vehicle and a demonstration on the operation of the vehicle shall be given by the contractor, if requested by the using agency. Training is to include driver training with instruction on proper operation of the vehicle. Basic preventive maintenance of the vehicle to also be included in this training session. This demonstration shall be a formal training session and shall be arranged at the time of delivery of the first unit. The training session shall be conducted at the location of delivery or at any field location, within the State of New Jersey.

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

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

3.3.7.1 Cab and Chassis:

Coverage: _____

Warranty period: _____

Parts covered. Yes No; Labor covered. Yes No

Parts and/or labor 100% covered. Yes No

Deductible: _____

3.3.7.2 Upper structure:

Coverage: _____

Warranty period: _____

Parts covered. Yes No; Labor covered. Yes No

Parts and/or labor 100% covered. Yes No

Deductible: _____

3.3.7.3 Engine:

Coverage: _____

Warranty period: _____

Parts covered. Yes No; Labor covered. Yes No

Parts and/or labor 100% covered. Yes No

Deductible: _____

3.3.7.4 Transmission:

Coverage: _____

Warranty period: _____

Parts covered. Yes No; Labor covered. Yes No

Parts and/or labor 100% covered. Yes No

Deductible: _____

3.3.7.5 Telescopic boom:

Coverage: _____

Warranty period: _____

Parts covered. Yes No; Labor covered. Yes No

Parts and/or labor 100% covered. Yes No

Deductible: _____

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

1. [Manufacturer's Certificate of Origin](#)
2. Diesel Emissions Approval Sticker

Deviation or Substitution: _____

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

3.3.9 Each vehicle furnished must be protected to -20° F, with a permanent type anti-freeze and summer coolant.

3.3.10 Price bid shall include all transportation charges to the delivery points for the ordering agency.

3.3.11 All accessories shall be supplied and installed by the manufacturer. Dealer installation is permitted, if factory installation is not available. Dealer installation shall be in accordance with the practices recommended by the manufacturer and shall not adversely affect manufacturer's warranty.

3.4 VEHICLE SPECIFICATIONS – TECHNICAL PROVISIONS

EXCAVATOR TRUCK, 59,000 LB. GVWR CAB AND CHASSIS (CARRIER, 6X4) WITH UPPER STRUCTURE AND ATTACHMENTS, GRADALL XL4100-II, BADGER 670 OR APPROVED EQUAL

3.4.1 59,000 LB. GVWR CAB AND CHASSIS

3.4.1.1 Dimensions and Capacities (approximate):

GVWR----- 59,000 lb.

WB----- 171"

Overall length in recommended highway travel configuration----- 29'

Overall width----- 96" – 102"

Deviation or Substitution: _____

3.4.1.2 Axles:

Front capacity----- To meet GVWR

Rear axle to be tandem axle with cab controlled differential lock and interaxle differential.

Cruising speed (mph)----- 50 with full load

Deviation or Substitution: _____

3.4.1.3 Suspension:

Front capacity----- To meet GVWR with automatic lockout cylinders

Rear----- Equalizer beam

Deviation or Substitution: _____

3.4.1.4 Wheels:

Type----- Steel disc, hub piloted

Quantity----- 11, including spare

Deviation or Substitution: _____

3.4.1.5 Tires:

Type----- Highway tread on front and spare. Traction tread on rear. All radial ply.

Quantity----- 11, including spare

Tire size and ply rating to meet GVWR. Tread design to be approved by using agency before acceptance. Recommended tire pressure to be stenciled in black paint over each tire on fender or body in 1" high letters.

Deviation or Substitution: _____

3.4.1.6 Frame:

Main rail – type----- Adequate for the intended service.

Tow hooks----- Front and rear

License plate brackets front and rear with light are to be supplied.

Heavy duty front bumper to be provided.

Deviation or Substitution: _____

3.4.1.7 Steering:

Type ----- Integral hydraulic power steering.

Deviation or Substitution: _____

3.4.1.8 Brakes:

Type----- Air, heavy duty with automatic slack adjusters.

Location----- All six (6) wheels

Six (6) wheel dual air service brake to be provided. Double diaphragm system or spring brake system is to incorporate emergency brake and parking brake.

Air supply with compressor; air tank to release spring-loaded parking brakes on rear axles, air pressure gauge, low pressure warning buzzer, air reservoir. Drains are to be accessible for periodic servicing. Air dryer with automatic drain valve is to be provided. Drain valve to have a heater with thermostat.

Note: Brakes are to incorporate manufacturer's non-asbestos type brake linings.

Bidder to list type of brake linings provided:

Deviation or Substitution: _____

3.4.1.9 Engine:

Type----- Diesel, 4-cycle, turbocharged

Cylinders----- 6

Gross horsepower----- 250 HP

Gross torque----- 660 ft. lb.

Electrical block heater mounted in block, 1000-watt, 120-volt with flush mounted NEMA 5-15 configuration body receptacle (male), with spring loaded weather cap. The system is to come with a 25 foot, 12-gauge UL approved, indoor/outdoor use type extension cord. The female connection of the cord to fit the weather cap assembly. Receptacle to be located in a convenient location.

Note: Engine block heater weatherproof receptacle is to be sealed by spraying the rear wire connecting terminals with Armor #17 (or Krylon or equivalent) clear plastic (care should be taken not to spray the receptacle contact prongs). Rear wire covering boot is to be sealed at both ends with silicone rubber adhesive sealant (Mopar #4318025 or equivalent) or appropriate caulk to seal the boot to the receptacle housing and to the wire lead.

Automatic engine shutdown with automatic override for low oil pressure and high water temperature is to be provided. System to have low oil pressure and high engine temperature warning light and audible alarm. The shutdown may be controlled by the engine's ECM.

Deviation or Substitution: _____

3.4.1.10 Cooling System:

Radiator - type ----- Heavy duty increased capacity fin and tubular type. System is to be capable of maintaining a safe operating temperature over extended idling periods.

Deviation or Substitution: _____

3.4.1.11 Fuel System:

Type----- Frame rail mounted

Capacity----- 50 gallon

Fuel system is to have lock type fuel fill cap with minimum of two (2) keys. Tank is to be properly and clearly labeled "Diesel Only" in 1" high letters.

Heated fuel/water separator is to be provided.

Unit is to be delivered to ordering agency with at least 1/2 tank of fuel.

Deviation or Substitution: _____

3.4.1.12 Clutch:

Diameter ----- Manufacturer's standard

Clutch to be non-asbestos.

Deviation or Substitution: _____

3.4.1.13 Transmission:

Transmission to be manufacturer's standard.

Bidder to indicate make and model of transmission bid:

Deviation or Substitution: _____

3.4.1.14 Electrical System:

Nominal voltage----- 12 volts

Alternator (amps)---- 100

Rear lights----- Combination dual stop lights, taillights, directional signals, back-up

lights, 4-way flashers, reflectors and license plate lamp.

Front lights----- Headlights, directional signals and four-way flashers. All electrical wires to be heavy duty plastic covered enclosed in loom. All exposed electrical junction blocks to be enclosed in a boot for protection against salt and road chemicals. Identification and clearance lamps front and rear.

Back-up alarm----- Backup warning device to automatically adjust to background noise level 87 thru 112 db, (ECCO Smart Alarm model SA914 or approved equal).

Deviation or Substitution: _____

3.4.1.15 Cab:

Type----- Left side mounted (center mounted acceptable)

Capacity----- (1) person

All steel with tinted safety glass windows, internal pushbutton door lock on door and external keyed lock on left front door. Cab is to be equipped with dual electric horns, sun visor, dome light, throttle, light switches, windshield wiper with washer, and ignition switch.

Gauges----- Ammeter or voltmeter, oil pressure, water temperature, fuel, speedometer, odometer, tachometer and engine hour meter. All gauges to be calibrated in respective units.

Note: Engine hour meter is to be connected to a normally open oil pressure sensing switch or by other means to insure that only engine actual running time is registered rather than time key is in the "on" position.

Seat – front (quantity)----- 1

Type----- Air suspension with safety belt.

Outside rear-view mirrors---- Dual west coast type, retractable with convex mirror.

Outside grab handles----- Quantity 1, side of cab.

Heater and defroster----- Fresh air type.

Air conditioning----- Manufacturer's standard.

GVWR labeling----- Lower right hand corner, driver's side door is to be labeled in 3" high red letters on a white background (e.g.)

GVWR 59,000 lb.

Dry wt. _____ lb.

GVWR is to be determined by the contractor and is to be the sum of the front GAWR and rear GAWR or less. Dry weight is to be determined by the contractor weighing the completed unit.

Deviation or Substitution: _____

3.4.1.16 Chassis Equipment:

Safety triangles - A set of three (3) emergency warning triangles (conforming to FMVSS 125) is to be provided with each unit and packed in a storage case. The storage case is to be mounted where designated by the using agency. (Grote model 71422 or approved equal.)

Deviation or Substitution: _____

3.4.2 UPPER STRUCTURE, GRADALL XL4100-II, BADGER 670 OR APPROVED EQUAL

3.4.2.1 Cab:

Type----- Fully enclosed. All steel with tinted safety glass windows, windshield wiper with washer, keyed door lock, electrically operated safety signal horns, self-centering joystick controls, keyed ignition. Cab is to be acoustically lined.

Seats – Quantity----- One
Type----- Cushioned bucket with seat belt.

Outside grab handle--- One (1) on cab

Heater and defroster-- Manufacturer's standard

Remote control----- Carrier propel and steering controls to be provided.

Air conditioning----- Manufacturers standard

Deviation or Substitution: _____

3.4.2.2 Hydraulic Remote Control System:

The hydraulic system is to include pump(s), reservoir with sight glass and filter with condition indicator.

Deviation or Substitution: _____

3.4.2.3 Engine (Upper):

Applies only to dual engine units.

Diesel, 4-cycle, 50 gallon fuel tank, heated fuel/water separator, starting and charging system. Provide voltmeter, oil pressure, water temperature and fuel gauges and hourmeter.

Electrical block heater mounted in block, 1000-watt, 120-volt with flush mounted NEMA 5-15 configuration body receptacle (male), with spring loaded weather cap. The system is to come with a 25 foot, 12-gauge UL approved, indoor/outdoor use type extension cord. The female connection of the cord to fit the weather cap assembly. Receptacle to be located in a convenient location.

Note: Engine block heater weatherproof receptacle is to be sealed by spraying the rear wire connecting terminals with Armor #17 (or Krylon or equivalent) clear plastic (care should be taken not to spray the receptacle contact prongs). Rear wire covering boot is to be sealed at both ends with silicone rubber adhesive sealant (Mopar #4318025 or equivalent) or appropriate caulk to seal the boot to the receptacle housing and to the wire lead.

Deviation or Substitution: _____

3.4.2.4 Boom:

The boom is to have main section and a telescoping section. Both sections are to be equipped with adjustable boom rollers. The telescopic section is to be equipped with a quick-change bucket adapter.

Boom raise and lower with 36" excavating bucket:

Above ground level-----	30°
Below ground level-----	75°
Total arc-----	105°

Surface reach----- 30' 1" with 36" excavating bucket

Digging depth----- 20' 10" with 36" excavating bucket

Telescopic travel distance----- 12'

Swing----- Continuous

Lifting capacities with 36" excavating bucket, on tires and over the side at 20' radius and 10' above ground level----- 5,730 lb.

Bucket tilt to be 90° each side, 180° total.

Deviation or Substitution: _____

3.4.2.5 Security and Safety:

Locking

All access panels to have locks.

All exposed tank fills (fuel, hydraulic) to have locking caps.

Two (2) keys are to be supplied for each lock.

Lighting

Work lights to include two (2) on upper cab front, one (1) on upper cab rear and two (2) on boom cradle, all with indicator type switch.

Two (2) Whelen model 800D amber high dome strobe beacons with selectable high/low intensity indicator type switch or approved equal, are to be installed, one in the center of each cab roof.

Walkways

All walking surfaces on carrier and upper machinery to be covered with non-skid material.

Reflective Striping

The unit to striped with 3M grade or equal 2" wide red/white conspicuity tape, as follows:

One horizontal stripe full width across rear of upper cab.

One horizontal stripe each side of upper cab.

One horizontal stripe on each front fender over tire.

One horizontal stripe inside lower cab door.

Deviation or Substitution: _____

3.4.3 ATTACHMENTS

3.4.3.1 The following attachments are to be provided for each unit:

1 – boom extension----- 6'

1 – excavating bucket (size)----- 24" with one (1) extra set of teeth

1 – excavating bucket (size)----- 36" with one (1) extra set of teeth

1 – bucket, pavement removal (size)---- 40" - 42" with one (1) extra set of teeth

1 – bucket, clear span ditching (size)--- 60"

Deviation or Substitution: _____

3.5 CONTRACT IMPLEMENTATION

3.5.0 Note: In the event of manufacturer's price decrease and/or model rebate during the contract execution, the State will receive full benefit of such price reduction on any subsequent order placed during the contract execution, in accordance with 4.1 (price fluctuation during the contract) of the standard terms and conditions. The State reserves the right to request any information on price concessions, price reductions, monetary benefits, rebates or any promotional programs offered by the manufacturer, and verify the information provided by the contractor with the manufacturer or any third party any time during the contract execution. The State must be notified, in writing, of any price reduction or rebate within five (5) days of the effective date.

3.5.1 Placing Orders for Contract Units

3.5.1.1 **IMPORTANT NOTE:** Resulting contract permits users to order the contract unit only. Any option that is not specified in this RFP is not permitted. No dealer's accessories or options such as extended warranties and vehicle treatments (rust-proofing, undercoating, etc.) or any other purchases, which are not specified in this RFP, shall be offered.

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

3.5.1.3 During the contract execution, no change is permitted in any terms or conditions unless the contractor receives written approval from the assigned buyer.

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

3.5.1.5 Leasing of unit(s) is not permitted under the contract resulting from this RFP.

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

3.5.2 Product Brochure:

3.5.2.1 Sales literature, manufacturer's specifications, color charts, etc., shall be made available to agencies and NJ State inspectors on an "as requested" basis.

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

3.5.3 Confirmation of Orders:

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

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

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

3.5.4 Inspection of Units:

3.5.4.1 It shall be the contractor's responsibility to make the following arrangements for the ordering agency inspection of each vehicle prior to the acceptance of the vehicles by the ordering agency. Prior to presentation for inspection, it shall be the contractor's responsibility to pre-inspect each vehicle. Each vehicle presented for inspection shall be accompanied by an inspection package including, but not limited to, the following: purchase order, line sheet (when available), pre-delivery inspection (PDI), and dealer's pre-inspection prep checklist. The checklist will list the responsible prep mechanic and acknowledge that the vehicle conforms to pre-delivery specifications and that all added equipment and accessories have been installed.

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

3.5.4.3 Subsequent to receiving proper fax notification, the inspector from the ordering agency shall arrive at the contractor's facility within five (5) working days. It is the contractor's responsibility to properly itemize, organize and segregate all vehicles ordered. The above areas of responsibility must be accomplished in order to facilitate an expeditious and orderly inspection flow. This will also allow discrepancies to be corrected while the inspector is located at the contractor's facility.

3.5.4.4 Major reasons for rejection of units include, but not limited to:

3.5.4.4.1 Grinding noise in wheels (wheel bearings).

3.5.4.4.2 Improperly aligned wheels.

3.5.4.4.3 Damaged rims.

3.5.4.4.4 Any spare tire-rim not mounted on vehicle.

3.5.4.4.5 Leakage of oil.

3.5.4.4.6 Transmission leaking fluid at transmission cooler lines or transmission seals.

3.5.4.4.7 Leakage at rear end.

3.5.4.4.8 Leaking radiator.

3.5.4.4.9 Fuel leaks.

3.5.4.4.10 Restrictions in fuel system.

3.5.4.4.11 Leakage in any part of the exhaust system.

- 3.5.4.4.12 Improper anti-freeze level.
 - 3.5.4.4.13 Excessively noisy brakes or excessive brake pedal travel.
 - 3.5.4.4.14 Oil pan damage.
 - 3.5.4.4.15 Windshield wipers inoperative.
 - 3.5.4.4.16 Windshield washer not functioning properly.
 - 3.5.4.4.17 Windshield washer fluid empty/bottle leaking.
 - 3.5.4.4.18 Transmission malfunctions.
 - 3.5.4.4.19 Lack of grease fittings in ball joints, U-joints, etc., if factory standard.
 - 3.5.4.4.20 Horn blowing while driving or inoperative.
 - 3.5.4.4.21 Gauges or dials missing/malfunctioning.
 - 3.5.4.4.22 Vehicle pulls to one side.
 - 3.5.4.4.23 Seat belts not operating properly.
 - 3.5.4.4.24 Keys not working properly.
 - 3.5.4.4.25 Door locks inoperative.
 - 3.5.4.4.26 Oil dipstick missing or rust on dipstick.
 - 3.5.4.4.27 Appropriate new vehicle inspection sticker not furnished on windshield.
 - 3.5.4.4.28 Lights - running, turn, backup, brake, side indicators, and indicator lights not working properly.
 - 3.5.4.4.29 Lenses missing on interior/exterior lights or water in lenses.
 - 3.5.4.4.30 Any manufacturing deficiencies which permit water leakage into passenger compartment.
 - 3.5.4.4.31 Windows not operating properly.
 - 3.5.4.4.32 Vehicle not properly prepped in accordance with the manufacturer's pre-delivery specifications.
 - 3.5.4.4.33 Vehicle not configured with all equipment and options specified in the contract and on the purchase order.
 - 3.5.4.4.34 Body dents, scratches and other defects.
 - 3.5.4.4.35 Body paint defects.
 - 3.5.4.4.36 Water leak through roof.
 - 3.5.4.4.37 Any defects in equipment installation.
 - 3.5.4.4.38 Electrical system problem.
- 3.5.4.5 Inspected units which do not comply with these requirements will be rejected. All rejected items will be corrected and the corrected unit(s) will be presented for re-inspection within ten (10) working days. The ordering agency may cancel the purchase order if the contractor fails to correct any problem.
- 3.5.4.6 No additional freight or transportation charges are permitted under this contract.

3.5.5 Delivery and Final Acceptance:

- 3.5.5.1 All deliveries of vehicles will be made as instructed by the ordering agency, during working hours, except on legal holidays.
- 3.5.5.2 No vehicle will be accepted at the final delivery point without all supporting documentation and paperwork, completed and delivered with the unit(s), which include the certificate of origin, warranty, odometer/engine hour statement (if applicable), specified manuals, invoice and key sets (if applicable). No unit(s) will be considered accepted until it has undergone final inspection at the delivery point.
- 3.5.5.3 No more than ten (10) vehicles per day and fifty (50) vehicles per week (based on 5-day work week) will be accepted at each delivery site. When necessary, and with the consent of both the agency and the contractor, the number of vehicles delivered per day may be increased.
- 3.5.5.4 The contractor shall make arrangements with the ordering agency listed on the purchase order for the inspection prior to delivery. Delivered vehicles will be inspected within

ten (10) working days. If a vehicle has been accepted, the warranty shall commence on the date of final acceptance, or if a vehicle has been rejected, the contractor will be notified. The notice will indicate the reason(s) for rejection. If rejected, the contractor will try to rectify the problem(s) at the ordering agency site. If problem(s) cannot be corrected at the agency site, the rejected unit must be removed by the contractor at its own expense. The contractor shall present the corrected unit for re-inspection within ten (10) working days. Again, no additional freight or transportation charges are permitted.

3.5.5.5 All delivered vehicles must be clean both inside and outside. Manufacturer's standard items, such as hubcaps, floor mats, jack and lug wrench or the like, shall be provided, installed, by the contractor prior to delivery.

3.5.5.6 Complete instructions on the care and maintenance of the vehicle and a demonstration on its operation will be given by the contractor at the time of delivery and acceptance to the agency, if so requested by the ordering agency.

3.5.5.7 For a purchase order placed by a State agency, the manufacturer's certificate of origin will be made out to the State of New Jersey and presented at the time of delivery. Purchase order number and requisition number must be indicated on the upper left hand corner. The contractor will not furnish the New Jersey Certificate of Title (certificate of ownership). The State will title the vehicle upon receipt of the manufacturer's certificate of origin.

3.5.5.8 No advertising shall appear on any vehicle delivered under the terms of the contract. Further, the contractor will not affix dealer name to the vehicle. Vehicles delivered with dealer's advertising will be rejected.

3.5.6 Training: [See 3.3.6.](#)

3.5.7 Warranties:

3.5.7.1 Manufacturer's warranty will be supplied with each unit at the time of delivery and shall be in typed form. Warranty commences with the acceptance of the unit at the delivery site and following the final inspection. The contractor is to provide the appropriate forms, for completion of the delayed entry warranty by the ordering agency.

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

3.5.8 Warranty Requirements:

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

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

3.5.9 Payment:

3.5.9.1 Invoices will be processed for payment only after final acceptance of the vehicle(s) by the ordering agency and the delivery ticket has been signed off by an authorized representative

of the ordering agency. Partial payments may be made for vehicle(s) accepted, if billed separately. Timely payment discounts will be taken if offered by the contractor. The State reserves the right to make payments directly or through a third party.

3.5.9.2 The State reserves the right to order units through a line of credit. For these orders, the contractor will receive a letter from the director in lieu of a purchase order. Line of credit letters must be accepted by the contractor on the same basis as regular purchase orders. All terms and conditions that apply to purchase orders will apply to line of credit letters. Payment for both purchase orders and line of credit letters will be processed in accordance with 4.5 and 4.6 of this RFP's standard terms and conditions.

3.5.10 Failure to comply with the terms of the contract may be the basis for termination of contract, debarment or suspension of the contractor from contracting with the State of New Jersey pursuant to N.J.A.C. 17:12-6 et seq. and/or disqualification of the contractor from award of future State contracts.

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

4.0 PROPOSAL PREPARATION AND SUBMISSION:

4.1 GENERAL

The bidder must follow instructions contained in this RFP and on the bid cover sheet in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The first page (face) of this RFP shall be signed by an authorized representative of the bidder. However, if the bidder is a limited partnership, the first page (face) of this RFP must be signed by a general partner. If the bidder is a joint venture, the first page (face) of this RFP must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

Pricing and information sheets must be completed in their entirety. Failure to comply with this requirement may result in rejection of the bid proposal.

No changes or white-outs will be permitted on the specification sheets, unless each change is initialed and dated in ink by the bidder.

4.2 PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP cover sheet. 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 MUST BE LABELED WITH THE BID IDENTIFICATION NUMBER, FINAL BID OPENING DATE AND THE BUYER'S NAME.** (See RFP cover sheet).

4.3 NUMBER OF BID PROPOSAL COPIES

Bidders must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. Each bidder should submit **one (1) full, complete and exact copy** of the original. The copies requested are necessary in the evaluation of the bid proposal.

Bidders 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 PROPOSAL CONTENT

The bid proposal should be submitted as follows:

- Forms (Section 4.4.1)

CONTENTS	RFP SECTION REFERENCE	COMMENTS
Forms	Cover sheet	Completed and signed cover sheet (Page 3 of this RFP)
	4.4.1.1	Ownership Disclosure Form (Attachment 1)
	4.4.2.8	Disclosure of Investigations and Actions Involving Bidder (Attachment 1A)
	4.4.1.2	MacBride Principles Certification (Attachment 2)
	4.4.1.3	Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate (Attachment 3)
	Appendix 1 - 1.1 of the Standard Terms & Conditions	Business Registration from Division of Revenue

4.4.1 FORMS

4.4.1.1 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation or partnership, the bidder must complete the attached Ownership Disclosure Form. A 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 attached as [Attachment 1](#) to this RFP.

4.4.1.2 MACBRIDE PRINCIPLES CERTIFICATION

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another vendor.

The MacBride Principles Certification Form is attached as [Attachment 2](#) to this RFP

4.4.1.3 AFFIRMATIVE ACTION

The bidder must complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a State contract.

The Affirmative Action Forms are attached as [Attachment 3](#) to this RFP

4.4.1.4 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 CAUSE AUTOMATIC REJECTION OF THE BID PROPOSAL.

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

Refer to Appendix 1, Section 1.1 of the Standard Terms and Conditions and Section 5.2 of this RFP for additional information concerning this requirement.

4.4.1.5 EXECUTIVE ORDER 134

Refer to Section 5.18 of this RFP for more details concerning this requirement.

4.4.1.6 MANUFACTURER'S INFORMATION

Bidders are to provide below the name, address, phone number, fax number and e-mail address of the manufacturer's regional representative(s):

Name: _____

Manufacturer: _____

Address: _____

Phone/Fax: _____

E-mail address: _____

Name: _____

Manufacturer: _____

Address: _____

Phone/Fax: _____

E-mail address: _____

4.4.1.7 BID BOND

Not applicable.

4.4.2 SUBMITTALS

4.4.2.1 PRODUCT LITERATURE, ETC.

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

4.4.2.2 BIDDER DATA SHEET

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly note here that it is doing so:

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

(PLEASE PRINT OR TYPE)

Name: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

- 2. Years of this individual's experience in servicing similar accounts: _____

- 3. Identify the similar accounts this individual has serviced:

4.4.2.3 REFERENCE DATA SHEETS - SATISFACTORY CUSTOMER SERVICE

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly state here that it is doing so:

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

- 1. Name of customer provided as reference: _____

Name of individual State may contact to verify reference:

1st individual: _____

Phone # of contact person: _____

2nd individual: _____

Phone # of contact person: _____

Length of time services provided by the bidder to this customer: _____

2. Name of customer provided as reference: _____

Name of individual State may contact to verify reference:

1st individual: _____

Phone # of contact person: _____

2nd individual: _____

Phone # of contact person: _____

Length of time services provided by the bidder to this customer: _____

3. Name of customer provided as reference: _____

Name of individual State may contact to verify reference:

1st individual: _____

Phone # of contact person: _____

2nd individual: _____

Phone # of contact person: _____

Length of time services provided by the bidder to this customer: _____

4.4.2.4 MANDATORY CONTRACTOR DATA SHEET - TERMINATED CONTRACTS

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly state here that it is doing so:

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

1. Name of Firm: _____

Contact Person: _____

Phone Number: _____

Reason for Termination: _____

2. Name of Firm: _____

Contact Person: _____

Phone Number: _____

Reason for Termination: _____

3. Name of Firm: _____

Contact Person: _____

Phone Number: _____

Reason for Termination: _____

4.4.2.5 RESERVED

4.4.2.6 FINANCIAL CAPABILITY OF THE BIDDER

If required by the State, the bidder shall provide proof of its financial capacity and capabilities to undertake and successfully complete the contract. To satisfy this requirement, the bidder shall submit a certified financial statement, including applicable notes, reflecting the bidder's assets, liabilities, net worth, revenues, expense, profit or loss and cash flow for the most recent calendar year or the bidder's most recent fiscal year; or if a certified financial statement is not available, then either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statement. In addition, if required by the State, the bidder must submit a bank reference.

4.4.2.7 RESERVED

4.4.2.8 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 chart in [Attachment 1A](#), Disclosure of Investigations and Actions Involving Bidder, located after the [Attachment 1](#), Ownership Disclosure Form.

4.4.3 COST PROPOSAL

The bidder must submit its pricing using the State supplied price sheet(s) attached to this RFP. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

4.4.4 METHOD OF BIDDING

4.4.4.1 There are three sections of the technical specifications in this RFP, one for a cab and chassis, one for upper structure and one for attachments, each is represented by a single price line. All three sections are grouped to create a single award. Bidder shall bid a fixed price for cab and chassis, upper structure, attachments and all requirements specified in this RFP on the price line.

4.4.4.2 Each unit is specified in two parts of the vehicle specifications of this RFP: "General Provisions" (3.3) and "Technical Provisions" (3.4). Thus, price(s) bid shall include, among other items (delivery, inspection, etc.), costs of "General Provisions" and "Technical Provisions" specifications.

4.4.4.3 NOTE: Bidders are advised to initial price(s) bid regardless of price alteration, to avoid bid rejection due to causes mentioned in requirement 5.0 on cover page of this RFP, including, but not limited to, appearance of alteration.

4.4.4.3.1 Any missing or illegible price, or price correction or appearance of price alteration without bidder's qualifying initials shall cause the bid to be disqualified for that price line item and, in turn, the group that price line item is part of.

4.4.4.4 Reserved.

4.4.4.5 The bidder shall provide complete and accurate information throughout this RFP, in the spaces provided, including, but not limited to, spaces provided on the price line on the price sheet; for example, make and model information.

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

4.4.4.7 The first page (face) of this RFP shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the bid must be signed by a general partner. If the bidder is a joint venture, the bid must be signed by a principal of each party to the joint venture. Failure to comply shall result in the rejection of the bid.

4.4.4.8 In a situation of conflicting unit price and total price bid, the unit price shall prevail.

4.4.4.9 **I M P O R T A N T N O T E:** Again, the bidder is strongly advised not to take any deviations or substitutions. Any material deviations shall result in rejection of the bid proposal as non-responsive.

4.4.4.10 Bid proposals may be withdrawn, modified, and re-submitted prior to bid opening. Modifications submitted in any other manner will not be considered. No bid proposal can be withdrawn after the bid opening without the State's approval to do so. The State may subject a bidder requesting bid withdrawal after bid opening to penalty for any damages incurred by the State for processing and evaluating the bid proposal.

4.4.4.11 The Director may determine to reject any or all bid proposals, if the prices bid are deemed excessive and/or if doing so is in the best interest of the State.

4.4.4.12 Notwithstanding any other provision to the contrary, including the cooperative purchasing form included in this RFP (pbcop1, rev 8/96), any contract resulting from this RFP will be made available to quasi-State agencies, as defined in NJSA 52:27b-56.1. Bidders should note that all other non-State agencies will be precluded from using any contracts resulting from this RFP if the bidder does not agree in its bid proposal to extend the contract to these entities.

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 acceptance.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the Standard Terms and Conditions of the RFP Appendix 1.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the Standard Terms and Conditions, 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 BUSINESS REGISTRATION

The following shall supplement the Standard Terms and Conditions pertaining to Business Registration set forth in, [Appendix 1, Section 1.1](#).

“Affiliate” means any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. An entity controls another entity if it owns, directly or individually, more than 50% of the ownership in that entity.

“Business organization” means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof;

“Business registration” means a business registration certificate issued by the Department of the Treasury or such other form or verification that a contractor or subcontractor is registered with the Department of Treasury;

“Contractor” means a business organization that seeks to enter, or has entered into, a contract to provide goods or services with a contracting agency;

“Contracting agency” means the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, or any independent State authority, commission, instrumentality or agency, or any State college or university, any county college, or any local unit; with respect to this Contract, the contracting agency shall mean the Division;

“Subcontractor” means any business organization that is not a contractor that knowingly provides goods or performs services for a contractor or another subcontractor in the fulfillment of a contract.

A bidder shall submit a copy of its business registration at the time of submission of its bid proposal in response to this RFP.

A subcontractor shall provide a copy of its business registration to any contractor who shall forward it to the contracting agency. No contract with a subcontractor shall be entered into by any contractor unless the subcontractor first provides proof of valid business registrations.

The contractor shall provide written notice to all subcontractors that they are required to submit a copy of their business registration to the contractor. The contractor shall maintain a list of the names of any subcontractors and their current addresses, updated as necessary during the course of the contract performance. The contractor shall submit to the contracting agency a copy of the list of subcontractors, updated as necessary during the course of performance of the contract. The contractor shall submit a complete and accurate list of the subcontractors to the contracting agency before a request for final payment is made to the using agency.

The contractor and any aftermarket installer providing goods or performing services under the contract, and each of their affiliates, shall, during the execution 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 paragraph shall apply to all contracts awarded on and after September 1, 2004

5.3 ADDITIONAL UNITS

The State reserves the right to acquire additional units within one-year period of the date of an award at the same terms, conditions and pricing, if agreeable to the contractor. The Director may decide to further extend the stated one-year period by one more year, if deemed to be in the best interest of the State of New Jersey and agreeable to the contractor, which means that the State may acquire additional units within two-year period of the date of an award, at the same terms, conditions and pricing.

5.4 RESERVED

5.5 AVAILABILITY OF FUNDS

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes is made. No legal liability on the part of the State for payment of any money shall arise unless funds are made available each fiscal year to the using agency.

5.6 CONTRACT AMENDMENT

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

5.7 PROCEDURAL REQUIREMENTS AND AMENDMENTS

5.7.1 The contractor shall comply with procedural instructions that may be issued from time to time by the Director.

5.7.2 During the contract execution, no contractual changes are permitted, unless approved in writing by the Director.

5.8 THROUGH 5.9 RESERVED

5.10 REMEDIES FOR NON PERFORMANCE

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. In this event, the Director may 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.

5.11 THROUGH 5.13 RESERVED

5.14 PERFORMANCE BOND

Not applicable.

5.15 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.

5.16 CONTRACTOR RESPONSIBILITIES

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

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

5.17 RESERVED

5.18 REQUIREMENTS OF EXECUTIVE ORDER 134

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Executive Order 134 was signed on September 22, 2004 ("EO 134"). Pursuant to the requirements of EO 134, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

5.18.1 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. It also 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 26 U.S.C.A. 527 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.

5.18.2 BREACH OF TERMS OF EXECUTIVE ORDER 134

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 this Order, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of EO 134; (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 EO 134; 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 EO 134.

5.18.3 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 Executive Order 134 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.

5.18.4 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 execution 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.

6.0 PROPOSAL EVALUATION/CONTRACT AWARD :

6.1 EVALUATION

For a product bid that has been determined to be in compliance with this RFP, the contract shall be awarded on the basis of the following criteria, not necessarily listed in the order of importance:

6.1.1 Total price bid.

6.1.2 Experience of the bidder.

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

6.1.4 Delivery schedule bid.

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

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

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

The purpose of such communication with a 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 evaluation committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the evaluation committee 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 CONTRACT AWARD

6.3.1 A single award shall be made with reasonable promptness by written notice to that responsible bidder whose bid, conforming to the invitation for bids, will be the most advantageous to the State, price and other factors considered.

6.3.2 The State reserves the right to cancel this RFP if it is in the best interest of the State to do so.

CHECK LIST:

NOTE: THIS CHECK LIST IS DESIGNED TO HELP A BIDDER PUT THE WHOLE BID PACKAGE TOGETHER, WHILE ENSURING THAT THE IMPORTANT REQUIREMENTS ARE NOT LEFT UNADDRESSED. IT IS BIDDER'S RESPONSIBILITY TO MAKE SURE THAT NOTHING IS LEFT OUT IN ITS BID PROPOSAL.

- 1. BID SECURITY PROVIDED, IF APPLICABLE YES NO
- 2. DELIVERY SCHEDULE PROVIDED (16, COVER PAGE) YES NO
- 3. SIGNED AND DATED THE BID. YES NO
- 4. COMPLETED AFFIRMATIVE ACTION FORM ENCLOSED. YES NO
- 5. COMPLETED MACBRIDE PRINCIPLES CERTIFICATION ENCLOSED. YES NO
- 6. COMPLETED OWNERSHIP FORM ENCLOSED. YES NO
- 7. "BUSINESS REGISTRATION" REQUIREMENT SATISFIED. YES NO
- 8. RESERVED.
- 9. ALL OTHER REQUIREMENTS, IF ANY, TO BE QUALIFIED BIDDER SATISFIED. YES NO
- 10. "BIDDER'S INFORMATION" REQUIREMENTS SATISFIED. YES NO
- 11. RESERVED.
- 12. ALL LITERATURE, BROCHURES, TECHNICAL SPECIFICATIONS, CHARTS, REPORTS, DRAWINGS, SCHEMATICS OR ANY OTHER SUPPORTING DOCUMENTS ENCLOSED. YES NO
- 13. MAKE, MODEL, FEATURES, DESCRIPTIONS OR SPECIFICATIONS PROVIDED IN THE BID AGREE WITH THE ONES ON THE LITERATURE OR ANY OTHER SUPPORTING DOCUMENTS. IF NO, LITERATURE OR LIKE MODIFIED TO AGREE. YES NO
- 14. ALL LITERATURE OR SUPPORTING DOCUMENTS BEAR THE STAMP OR LABEL SHOWING BIDDER'S NAME & ADDRESS. YES NO
- 15. RESERVED.
- 16. COMPLETED "MANUFACTURER'S INFORMATION" (4.4.1.4). YES NO
- 17. ANY PRICE CORRECTIONS INITIALED BY THE PERSON SIGNING THE BID. YES NO
- 18. PRICE SUPPLIED ON PRICE LINE. YES NO

7.0 ATTACHMENTS, SUPPLEMENTS AND APPENDICES

ATTACHMENTS - To be submitted with bid proposal.

1. [Ownership Disclosure Form](#)
- 1A. [Disclosure of Investigations and Actions Involving Bidder](#)
2. [MacBride Principles Form](#)
3. [Affirmative Action Supplement Forms](#)
4. Reserved.
5. [Reciprocity Form](#) (*Optional*)

APPENDICES

1. [New Jersey Standard Terms and Conditions](#)

ATTACHMENT 1 - OWNERSHIP DISCLOSURE FORM

OWNERSHIP DISCLOSURE FORM

DEPARTMENT OF THE TREASURY
 DIVISION OF PURCHASE & PROPERTY
 STATE OF NEW JERSEY
 33 W. STATE ST., 9TH FLOOR
 PO BOX 230
 TRENTON, NEW JERSEY 08625-0230

BID NUMBER: 05-R-37911

BIDDER: _____

INSTRUCTIONS: Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> (Shares Owned or % of Partnership)

INSTRUCTIONS: Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. **If there are no owners with 10% or more interest in your firm, enter "None" below.** Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> (Shares Owned or % of Partnership)

COMPLETE ALL QUESTIONS BELOW

	<u>YES</u>	<u>NO</u>
1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above? (If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)	_____	_____
2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other State or the U.S. Government? (If yes, attach a detailed explanation for each instance.)	_____	_____
3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material, or supplies? (If yes, attach a detailed explanation for each instance.)	_____	_____
4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? (If yes, attach a detailed explanation for each instance.)	_____	_____
5. Has any Federal, State or Local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject or any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes, attach a detailed explanation for each instance.)	_____	_____

CERTIFICATION: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that **I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers or information contained herein.** I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option, may declare any contract(s) resulting from this certification void and unenforceable.

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge, I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Company Name: _____ (Signature)
 Address: _____ (Name)
 _____ (Title)
 FEIN/SSN#: _____ Date _____

ATTACHMENT 1A – DISCLOSURE OF INVESTIGATIONS AND 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.

Investigation

Indicate "NONE" if no investigations were undertaken. Attach additional pages if necessary.

Person or Entity	Date of Inception	Brief Description	Disposition/Status (if applicable)	Bidder Contact Name and Telephone Number for additional information

Litigation/Administrative Complaints

Indicate "NONE" if no Litigation/Administrative Complaints. Attach additional pages if necessary.

Person or Entity	Date of Inception	Caption of the Action	Brief Description of the Action	Current Status/Disposition, (if applicable)	Bidder Contact Name and Telephone Number for additional information

ATTACHMENT 2 - MACBRIDE PRINCIPLES FORM

NOTICE TO ALL BIDDERS
REQUIREMENT TO PROVIDE A CERTIFICATION
IN COMPLIANCE WITH MACBRIDE PRINCIPLES
AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I certify, pursuant to N.J.S.A. 52:34-12.2 that the entity for which I am authorized to bid:

_____ has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or

_____ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Signature of Bidder

Name (Type or Print)

Title (Type or Print)

Company Name (Type or Print)

Date

ATTACHMENT 3 - AFFIRMATIVE ACTION SUPPLEMENT

AFFIRMATIVE ACTION	TERM CONTRACT - ADVERTISED BID PROPOSAL
DEPT OF THE TREASURY DIVISION OF PURCHASE & PROPERTY STATE OF NEW JERSEY 33 WEST STATE STREET, 9TH FLOOR PO BOX 230 TRENTON, NEW JERSEY 08625-0230	BID NUMBER: 05-R-37911 NAME OF BIDDER: _____

SUPPLEMENT TO BID SPECIFICATIONS

DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

1. 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, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. 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, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. 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 PUBLIC AGENCY COMPLIANCE OFFICER SETTING FORTH PROVISIONS OF THIS NONDISCRIMINATION CLAUSE;
2. 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, SEX, AFFECTIONAL OR SEXUAL ORIENTATION.
3. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OR WORKERS WITH WHICH IT 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.
4. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, AGREES TO COMPLY WITH THE REGULATIONS PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND THE AMERICANS WITH DISABILITIES ACT.
5. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO ATTEMPT IN GOOD FAITH TO EMPLOY MINORITY AND FEMALE WORKERS CONSISTENT WITH THE APPLICABLE COUNTY EMPLOYMENT GOALS PRESCRIBED BY N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME OR IN ACCORDANCE WITH A BINDING DETERMINATION OF THE APPLICABLE COUNTY EMPLOYMENT GOALS DETERMINED BY THE AFFIRMATIVE ACTION OFFICE PURSUANT TO N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME.
6. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO INFORM IN WRITING APPROPRIATE RECRUITMENT AGENCIES IN THE AREA, INCLUDING EMPLOYMENT AGENCIES, PLACEMENT BUREAUS, COLLEGES, UNIVERSITIES, LABOR UNIONS, THAT IT DOES NOT DISCRIMINATE ON THE BASIS OF AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND THAT IT WILL DISCONTINUE THE USE OF ANY RECRUITMENT AGENCY WHICH ENGAGES IN DIRECT OR INDIRECT DISCRIMINATORY PRACTICES.
7. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVISE ANY OF ITS TESTING PROCEDURES, IF NECESSARY, TO ASSURE THAT ALL PERSONNEL TESTING CONFORMS WITH THE PRINCIPLES OF JOB-RELATED TESTING, AS ESTABLISHED BY THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY AND AS ESTABLISHED BY APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.
8. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVIEW ALL PROCEDURES RELATING TO TRANSFER, UPGRADING, DOWNGRADING AND LAYOFF TO ENSURE THAT ALL SUCH ACTIONS ARE TAKEN WITHOUT REGARD TO AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND CONFORM WITH THE APPLICABLE EMPLOYMENT GOALS, CONSISTENT WITH THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY, AND APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.

THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL FURNISH SUCH REPORTS OR OTHER DOCUMENTS TO THE AFFIRMATIVE ACTION OFFICE AS MAY BE REQUESTED BY THE OFFICE FROM TIME TO TIME IN ORDER TO CARRY OUT THE PURPOSES OF THESE REGULATIONS, AND PUBLIC AGENCIES SHALL FURNISH SUCH INFORMATION AS MAY BE REQUESTED BY THE AFFIRMATIVE ACTION OFFICE FOR CONDUCTING A COMPLIANCE INVESTIGATION PURSUANT TO SUBCHAPTER 10 OF THE ADMINISTRATIVE CODE (NJAC17:27).

*** NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS**

PLEASE CHECK APPROPRIATE BOX (ONE ONLY)

- I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.

INSTRUCTIONS FOR COMPLETING THE AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT:

**READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE
COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION.
FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY
ISSUANCE OF YOUR CERTIFICATE.**

Item 1 - Enter the Federal Identification Number assigned to the Contractor or vendor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, but not yet issued, write the words "applied for",
or
If your business is such that you have not, or will not receive a Federal Employee Identification Number, enter the Social Security Number assigned to the single owner or to a partner, in case of partnership.

Item 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business, check the predominant one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

Item 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

Item 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominant one.

Item 5 - Enter the physical location of the company, include City, County, State and Zip Code.

Item 6 - Enter the name of any parent or affiliated company including City, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

Item 7 - Check the appropriate box for the total number of employees in the entire company. "Entire Company" shall include all facilities in the entire firm or corporation, including part-time employees, not use those employees at the facility being awarded the contract.

Item 8 - Check the box appropriate to your type of company establishment. Single-establishment Employer shall include an employer whose business is conducted at more than one location.

Item 9 - If multi-establishment was entered in Item 8, enter the number of establishments within the State of New Jersey.

Item 10 - Enter the total number of employees at the establishment being awarded the contract.

Item 11 - Enter the name of the Public Agency awarding the contract. Include City, State and Zip Code.

Item 12 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category.

Racial/Ethnic Groups will be so defined:

Black: Not of Hispanic origin. Persons have origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. This area includes for example, China, Japan, the Philippine Islands and Somoa.

Item 13 - Check the appropriate box, if the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

Item 14 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

Item 15 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

Item 16 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

Item 17 - Print or type the name of the person completing this form. Include the signature, title and date.

Item 18 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

ATTACHMENT 4 - RESERVED

**State of New Jersey
AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT**

IMPORTANT - READ INSTRUCTIONS ON PRIOR PAGE CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT SHARP BALL POINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG. <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. DOES THE ENTIRE COMPANY HAVE A TOTAL OF AT LEAST 50 EMPLOYEES? <input type="checkbox"/> YES <input type="checkbox"/> NO		
8. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
9. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN N.J.: []		
10. TOTAL NUMBER OF EMPLOYEES AT THE ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: []		
11. PUBLIC AGENCY AWARDDING CONTRACT:		CITY STATE ZIP CODE

OFFICIAL USE ONLY

DATE RECEIVED	OUT OF STATE PERCENTAGES	ASSIGNED CERTIFICATION NUMBER
MO/DAY/YR	COUNTY MINORITY FEMALE	

SECTION B - EMPLOYMENT DATA

12. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority categories, in columns 1, 2, & 3.

JOB CATEGORIES	ALL EMPLOYEES			MINORITY GROUP EMPLOYEES (PERMANENT)								
	Col. 1 TOTAL (Cols. 2&3)	Col. 2 MALE	Col. 3 FEMALE	MALE				FEMALE				
				BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	
Officials and Managers												
Professionals												
Technicians												
Sales Workers												
Office and Clerical												
Craftworkers (Skilled)												
Operatives (Semi-skilled)												
Laborers (Unskilled)												
Service Workers												
TOTAL												
Total employment from Previous Report (if any)												

The data below shall NOT be included in the request for the categories above.

13. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. VISUAL SURVEY <input type="checkbox"/> 2. EMPLOYMENT RECORD <input type="checkbox"/> 3. OTHER (SPECIFY)	15. IS THIS THE FIRST EMPLOYEE INFORMATION REPORT (AA.302) SUBMITTED? <input type="checkbox"/> 1. YES <input type="checkbox"/> 2. NO	16. IF NO, DATE OF LAST REPORT SUBMITTED MO. DAY YEAR
14. DATES OF PAYROLL PERIOD USED		

SECTION C - SIGNATURE AND IDENTIFICATION

17. NAME OF PERSON COMPLETING FORM (PRINT OR TYPE) CONTRACTOR EEO OFFICER	SIGNATURE	TITLE	MO. DAY YEAR
18. ADDRESS (NO. & STREET)	(CITY)	(STATE)	(ZIP CODE) PHONE (AREA CODE, NO. & EXTENSION)

FORM AA302

ATTACHMENT 5 - RECIPROCITY FORM

RECIPROCITY FORM
(Optional Submission)

IMPORTANT NOTICE TO ALL BIDDERS

Effective October 7, 1991 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.

For States having preference laws, regulations, or practices, New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Purchasing Officials, or the National Institute of Governmental Purchasing to invoke reciprocal actions. The State may obtain additional information anytime it deems appropriate to supplement the above survey information.

Any bidder may submit information related to preference practices enacted for a local entity outside the State of New Jersey. This information may be submitted in writing as part of the bid response proposal, and should be in the form of resolutions passed by an appropriate governing body, regulations, a Notice to Bidders, laws, etc. It is the responsibility of the bidder to provide the documentation with the bid proposal or submit it to the Director, Division of Purchase and Property within five (5) working days of the public bid opening. Written evidence for a specific procurement that is not provided to the Director within five working days of the public bid opening will not be considered in the evaluation of that procurement, but will be retained and considered in the evaluation of subsequent procurements.

Any bidder having evidence of out-of-State local entities invoking preference practices should complete the form below, with a copy of appropriate documentation. The form and documentation may be submitted with your bid response proposal.

.....
Name of Locality having preference practices:

City /Town/Authority	
County	
State	

Documentation Attached

Resolution

Notice to Bidder

Regulations/Laws

Other _____

Name of Firm Submitting this information _____

APPENDIX 1 NJ STATE STANDARD TERMS AND CONDITIONS

STATE OF NEW JERSEY 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

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.
- 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.
- 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 which must contain the proviso 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. a Commercial General Liability policy as broad as the standard coverage forms in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage.

The limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

- 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
\$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 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 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.
- 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.

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.

- 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.
- 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.

PRICE SHEET		ADVERTISED BID PROPOSAL			
DEPT OF TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 8TH FL PO BOX 230 TRENTON NJ 08625-023		NUMBER : 05-R-37911			
		BIDDER :			
LINE NO.	COMMODITY-SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	UNLESS SPECIFIED OTHERWISE BELOW: SHIP TO: 786100 / S096 MAINTENANCE AND OPERATIONS EQUIPMENT 999 PARKWAY AVE TRENTON NJ 08625-0604				
00001	COMMODITY CODE: 070-53-000000 [TRUCKS (WITH SPECIALIZED BODIES -...)] ----- ITEM DESCRIPTION: EXCAVATOR TRUCK, 59,000 LB. GVWR CAB AND CHASSIS, 6X4, WITH TELESCOPIC BOOM, UPPER STRUCTURE AND ATTACHMENTS. (SEE 3.4 OF THE RFP) CHASSIS: ----- MAKE: _____ MODEL: _____ MODEL YEAR: _____ EXCAVATOR: ----- MAKE: _____ MODEL: _____ INSTALLER: _____	2	EACH		