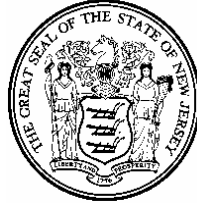


SPECIAL NOTICE ON CONTRACT METHOD OF USE

The method of use of this contract is as follows:

1. Contract awards have been made by line to three vendors in Category 1 - Blinds, Category 2 - Cubicle Curtains and Category 3 - Shades as primary, secondary and tertiary for each of the two zones - North and South. Line items such as installation and fabrication have been awarded as associated lines. Zones are identified in the below text by county.
2. Users are required to procure from the primary listed contractor for projects costing up to \$1,000.00. If a project costs more than \$1,000.00 quotes must then be obtained from all three contractors and the contractor with the lowest submitted price must be used. Quoted prices must not exceed the prices listed in the contract.
3. For Category 4 - Drapes quotes must be obtained from at least three contractors listed. This allows the procuring activity a selection of choices of styles and colors. Some contractors have been awarded more than one brand/manufacturer.
4. All contractors have or will be developing an internet web site that will provide on line contract and ordering information. Information on these web sites will be provided by amendment.



Request for Proposal 07-X-39086

For: WINDOW TREATMENTS - BLINDS,
CUBICLE CURTAINS, SHADES AND
DRAPERIES – SUPPLY AND INSTALLATION

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	4 September 2006	5:00 pm
Mandatory Pre-bid Conference (Refer to RFP Section 1.3.3 for important details about the new electronic bid option.)	31 August 2006	10:00 am
Mandatory Site Visit (Refer to RFP Section 1.3.3 for more information.)	N/A	N/A
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	21 September 2006	2:00 PM

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

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

RFP Issued By

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

Using Agencies

State of New Jersey
Cooperative Purchasing Members

Date: 08/14/06

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NOTICE TO BIDDERS

SET-ASIDE CONTRACTS

N.J.S.A 52:32-17, N.J.A.C. 17:13, 12A:10

Pursuant to the provisions of the New Jersey statute and administrative code cited above, this contract, or a portion thereof, has been designated as a set-aside contract for Small Business. As such, as indicated on page one of this document, eligibility to bid is limited to bidders (or subcontractors, as applicable) that meet statutory and regulatory requirements and have had their eligibility determined by the New Jersey Commerce and Economic Growth Commission (Commerce). The definitions of each Small Business set-aside category can be found at N.J.A.C. 17:13-1.2 or N.J.A.C. 12A:10-1.2.

"Small Business" means a business that has its principal place of business in the state of New Jersey, is independently owned and operated, and has no more than 100 full-time employees.

The new program places Small Business into the following categories: (I) those with gross revenues up to \$500,000; (II) those with gross revenues of up to \$5 million; and (III) those with gross revenues that do not exceed \$12 million. While companies registered as having revenues below \$500,000 can bid on any contract, those earning more than the \$500,000 and \$5 million amounts will not be permitted to bid on contracts designated for revenue classifications below their respective levels.

Each business interested in bidding for this contract should provide, as part of its response to this solicitation, proof of its current registration as a qualifying Small Business with the New Jersey Commerce and Economic Growth Commission. Any business that seeks to register as a Small Business is required to submit a fee along with its application to Commerce.

All necessary forms and any additional information concerning registration may be obtained by contacting Commerce's office of Small Business services, by telephone at the number below, or by mail, or in person between the hours of 9:00 am and 5:00 pm at the address below:

**NEW JERSEY COMMERCE AND ECONOMIC GROWTH COMMISSION
OFFICE OF SMALL BUSINESS SERVICES
20 WEST STATE STREET - 4TH FLOOR
PO BOX 820, TRENTON, NJ 08625-0820**

TELEPHONE: 609-292-2146

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 all State agencies and Cooperative Purchasing Members. The purpose of this RFP is to solicit bid proposals for the supply and installation of WINDOW TREATMENTS which include draperies, blinds, cubicle curtains, and shades

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

The NJ Standard Terms and Conditions version 05 09 06 will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

1.2 BACKGROUND

This is a re-procurement of the Window Treatment, Draperies, Venetian Blinds & Verticals, Supply and Installation term contract, presently due to expire on 31 December 2006. Bidders who are interested in the current contract specifications and pricing information may review the current contract T-0166 at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

There are significant changes included within this RFP to previous awards. Some of the changes are:

- A) Shades are now included as a separate category.
- B) Cubicle Curtains (Hospital) are now included as a category.
- C) Shades, Cubicle Curtains and Blinds are to be priced by square foot.
- D) The State will be divided into zones for providing service.
- E) Awards will be made by zones to the three lowest bidders by category.
- F) Quotes will be required to be obtained from listed contractors for any project estimating to cost \$1,000.00 or more for any category.
- G) Small Business Set-Aside designation for awarding contracts.

Bidders are encouraged to read the complete RFP as there are other changes made throughout it.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

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

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

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

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

1.3.2 SUBMISSION OF BID PROPOSAL

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

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

Directions to the Purchase Bureau can be found at the following web address:

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

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

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

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

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

[HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML](http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml)

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

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

1.4.2 BIDDER RESPONSIBILITY

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

1.4.3 COST LIABILITY

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

1.4.4 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.

All bid proposals, with the exception of information determined by the State to be proprietary, are available for public inspection.

Interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

1.4.5 PRICE ALTERATION

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

1.4.6 JOINT VENTURE

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

1.5 PRICE LIST AND/OR CATALOG PRICING

The bidder's signature guarantees that prices set forth within the manufacturer's preprinted price lists and/or catalogs will govern for the period of the contract. The bidder also acknowledges that, notwithstanding any reference to price escalation clauses, FOB shipping point, and shipping charges contained in the preprinted price lists, catalogs, and/or literature, such references will not be part of any State contract awarded as a result of this RFP.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

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

Addendum	Written clarification or revision to this RFP issued by the Purchase Bureau.
Amendment	A change in the scope of work to be performed by the contractor after contract award. An amendment is not effective until signed by the Director, Division of Purchase and Property or his/her designee.
Bidder	A vendor submitting a bid proposal in response to this RFP.
Contract	This RFP, any addendum to this RFP, the bidder's bid proposal submitted in response to this RFP and the Division's Notice of Award.
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. The term Director State when cited herein is also interchangeable to mean any authorized contracting officer of State agencies and all political subdivisions authorized to use any contracts awarded.

Division	The Division of Purchase and Property.
Joint Venture	A business undertaking by two or more entities to share risk and responsibility for a specific project.
May	Denotes that which is permissible, but not mandatory.
Request for Proposal (RFP)	This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of [the] Using Agency[ies], as identified herein.
Shall or Must	Denotes that which is a mandatory requirement.
Should	Denotes that which is recommended, but not mandatory.
State	State of New Jersey. The term State when cited herein is also interchangeable to mean State agencies and all political subdivisions authorized to use any contracts awarded.
Using Agency[ies]	The entity[ies] for which the Division has issued this RFP. The term Using Agency when cited herein is also interchangeable to mean State agencies and all political subdivisions authorized to use any contracts awarded.

2.2 CONTRACT SPECIFIC DEFINITIONS

Composite Blinds Are blinds made from a combination of wood byproducts and polymers. They are durable, UV resistant, water resistant and less likely to warp. Limited color selection.

Cubicle Curtains (Hospital) Are also known as privacy curtains. They are made from fabrics designed and engineered expressly for institutional application. They are manufactured with inherently fire retardant (IFR) fabric with the fire retardancy lasting through the life of the curtain. Various color choices available. Referred to as curtains in the RFP.

Custom made blinds Are blinds made to measure. Each window is measured for its width and height to the nearest 1/8 inch and the blind is made to fit the opening. The reveal on each side is about 1/4 inch and the bottom rail comes right to the window sill.

Inherently Fire Retardant (IFR) Is a performance criteria based upon the requirements of National Fire Protection Association small scale burn test 701 or Federal Government Specification CCC-C-521 e for flame. Referred to in this RFP as NFPA 701. All products covered by this RFP must meet this performance criteria.

- Mini Blinds** Are made in slat widths of 1/2inch, 1 inch and 2 inch. They are made from metal (mostly aluminum), PVC (or Faux Wood), wood or a composite of wood and polymer and also various fabrics. They have an unlimited color choice. Minimum slat thickness for metal will be .007 inch.
- PVC or Faux Wood** Are blinds are made of a solid or foamed poly vinyl chloride plastic. The blind slats surface can be smooth or embossed with a wood grain. Color selection may be limited. They are durable, UV resistant, waterproof and easy to clean.
- Reveal** Is the gap between the shade and the window which causes light to enter the room
- Shades** Is a window covering that is usually made of a solid sheet. Shades may be raised or lowered only and are usually used to block light from entering a space.
- Venetian Blinds** Are made from either metal, PVC (or Faux Wood), wood or a composite of wood and polymer. Slats can be in curved, flat or elliptical shapes in widths of 1inch, 2 inch, 2 ½ inch and 3 inch. Minimum slat thickness is .006 inch. There is a large color choice for these blinds. These blinds are also called horizontal.
- Vertical Blinds** Are similar to Venetian blinds but hang in a vertical position. The slats for these blinds are usually in widths from 3 inches to 5 inches.
- Window Treatment** Includes Draperies & Drapery Accessories, Venetian & Vertical Blinds, Window Shades, and Hardware. Draperies, Blinds, & Shades can be offered in various sizes/dimensions, colors, patterns, and fabrics. Drapery Accessories are items primarily constructed of textile fabric that can be used around a window for decorative purposes (e.g., cornice boards, valences, swags, tiebacks, etc.). Hardware includes any hardware necessary for the function of items offered herein. Hardware includes, but is not limited to, rods, pulleys, hooks, & slides for draperies; slats, tapes or cords, tilting cords or wands, clamps, brackets, cord locks, bottom rails, end caps, vanes, beaded tilter chains, & hooks for blinds; and pulleys & side tracks for shades. Replacement hardware must be made available.
- Wood Blinds** Are blinds made from American hardwood (usually Basswood). The surface of the slats is either painted or stained.

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

3.1 GENERAL INFORMATION

Window treatments considered for award shall be defined as those items suitable for use in the following areas:

- (A) Offices
- (B) Hospitals
- (C) Schools
- (D) Residential
- (E) Public Meeting Areas
- (F) Computer Areas
- (G) Short Term Leased Areas

Color and style selection will be made by the Using Agency at the time of ordering.

3.2 QUANTITIES

- 3.2.1 The Director reserves the right to order any quantity necessary to meet the State requirements. No guarantee is made by the Director to purchase any amount of product from any Contractor.
- 3.2.2 The State reserves the right to bid individual requirements separate from any contract(s) resulting from this bid when the quantity is estimated to exceed \$50,000.00 if deemed to be in the State's best interest.

3.3 CURRENT PRODUCTION REQUIREMENT

- 3.3.1 Bidders shall provide only current production specified items. No discontinued lines are acceptable.
- 3.3.2 If, after contract award for window treatment, items are deleted from the manufacturer's lines in the manufacturer's catalog submitted with the bid, substitutions may be made upon the written approval of the Director. Contractors must submit all data for new items requested to be substituted for discontinued items. All markup/discounts, terms and conditions of the discontinued items will apply to new items. The substituted items must meet the specifications of the discontinued items.

Replacement of obsolete items will be reviewed when requested after commencement of this contract. Contractors wishing to replace item(s) must include documentation from the manufacturer stating that the item(s) being replaced is discontinued. A product sales bulletin or letter from the manufacturer will suffice.

- 3.3.3 The price(s) which will prevail for drapes will be the published price list. However, all new products added to accepted lines must be submitted in

writing to the State for approval, with a copy of the new catalog and price list.

- 3.3.3 The contractor will be promptly notified of the new items acceptance or rejection. If rejected, the contractor will not offer the item(s) to any State agency as a contract item.

3.4 GUARANTEES/EXTEND GUARANTEES/WARRANTIES

- 3.4.1 The contractor shall provide manufacturer's normal warranty but shall guarantee all items against manufacturing and installation defects for a period as cited for each category. Should a defect occur, the contractor shall repair or replace item(s) at no charge to the State. Such repair or replacement shall be guaranteed by the contractor for a subsequent year.
- 3.4.2 The contractor shall make all repairs or render service within three (3) working days from notice by the State regardless of geographic locations.
- 3.4.3 If, in the opinion of the ordering agency, the window treatment supplied is not giving satisfactory performance or requires an excessive amount of remedial maintenance, the Contractor, upon receiving notice in writing from the ordering agency, will remove and replace the defective unit as per the original specifications. This will be done within fifteen (15) days of such notice at no cost to the State.

Failure to comply may result in the item being canceled from the contract and similar items obtained from another contractor. The State shall promptly give notice to the contractor of observed defects. In the event that the contractor fails to make adjustments, repairs, corrections or other work made necessary by such defects, the State may do so and charge the contractor the cost incurred.

- 3.4.4 The contractor's obligations under this clause are in addition to the contractor's other expenses or implied assurances under this contract or State law and in no way diminish any other rights that the State may have against the contractor for faulty materials, equipment or work.

3.5 INSTALLATION PROJECT QUOTES

- 3.5.1 Contractors shall provide and install window treatments to New Jersey State agencies and cooperative purchasing members located throughout the State. The contractor shall supply all labor, materials, tools and equipment needed to provide the service.
- 3.5.2 A work sheet shall be completed indicating total of windows, sizes, hardware, etc. worksheet must be submitted with the proposal form.
- 3.5.3 All work shall be done in accordance with good commercial practice and the highest standards of workmanship.

- 3.5.4 Contractor(s) shall be required to visit sites, show samples, measure areas, and give quotations upon request from agencies. Such services shall be included in bid prices. All QUOTES provided to State agencies shall be restricted to the brands covered by the contract and be based on current contract pricing.
- 3.5.5 Contractor(s) shall furnish each agency of the State with sufficient quantities of catalogs and price lists, and shall also furnish related supplementary information as often as necessary during the term of the contract.
- 3.5.6 A proposal form shall be completed for every job by showing sizes, quantities and measurements, and all information pertaining to materials, labor and prices. Orders will not be processed without a proposal form or if a form contains insufficient data.

3.6 SUPERVISION, INSTALLATION PROCEDURES, COMPLIANCE

The contractor shall provide the following installation as a minimum:

- 3.6.1 Shall be responsible for all receiving, uncrating, assembly and installation of all materials at site and the removal of all debris and packing material.
- 3.6.2 Work shall be performed and completed during the work schedule developed with the Using Agency.
- 3.6.3 The contractor shall supervise, direct the work, and is solely responsible for all construction means, techniques, sequences and procedures and for coordinating all portions of the work under the contract.
- 3.6.4 The contractor shall employ a competent supervisor and necessary foremen and assistants, who shall be in attendance on the project site during progress of the work. The supervisor shall represent the contractor and all communications given to the supervisor shall be binding as if given to the contractor.
- 3.6.5 Each contractor shall employ qualified competent craftsmen in their respective lines of work.
- 3.6.6 All personnel must observe all regulations in effect at the ordering agency. While on State property employees shall be subject to control of the State, but under no circumstances shall such persons be deemed to be employees of the State. The contractor of his personnel shall not represent themselves as employees of the State.
- 3.6.7 The Director of Purchase and Property may request the contractor to remove from the work crew employees who are found to be unsatisfactory.
- 3.6.8 The contractor shall furnish each employee with an identification card which shall contain, as a minimum the employee's name and the name of the contractor's firm. The purpose of the I.D. card is for comparison with an

access list submitted by the contractor. If possible an id with a photo of the employee would be desirable.

- 3.6.9 All contractor's employees shall be subject to such security requirements as directed by N. J. A. C. 13:59-11 et seq.
- 3.6.10 The contractor shall require his employees to comply with all instructions issued by the Director pertaining to conduct and building regulations.
- 3.6.11 The contractor shall supply all materials and tools necessary to perform this service.
- 3.6.12 The contractor shall be responsible for all safety precautions while performing the work. After all work is completed, the area shall be cleaned from any soil or waste of any nature caused by the contractor during the performance of his service.
- 3.6.13 The contractor shall remove all marks, etc., undesirable stains, fingerprints, other soil, dust or dirt from painted, decorated or stained woodwork, plaster or fiberboard, metal acoustic tile, equipment surfaces, and workstations.

3.7 ACCESS FOR STATE'S CONTRACTORS AND USE OF SITE

- 3.7.1 The contractor shall cooperate with and not interfere with any contractor engaged by the State to perform services at the site. It is the contractor's responsibility to resolve, before work commences, any actual or probable jurisdictional disputes which do or may arise. The responsibility extends through relations between and among all trades during any time that work within the scope of this contract is being performed at the site or when trade union members are present. The State assumes no responsibility for resolving any disputes with trade unions during anytime that work within the scope of the contract is required to be performed at a site.
- 3.7.2 The contractor shall have rights of access to those areas of the site designated as work areas.
- 3.7.3 The contractor shall not enter other areas of the site without permission.
- 3.7.4 The State may and reserves the right to enter upon the premises at any and all times during the progress of the work, or cause others to so for the purpose of installing any apparatus or carrying on any construction not included in these specifications or for any other reasonable purpose. Each contractor shall examine all work or materials installed by the contractors, the installation of which, may affect the work on this contract, and should the same be imperfect, incorrect or insecure he shall notify the State immediately in order that the same may be rectified.

3.8 INSPECTION AND ACCEPTANCE OF WORK

- 3.8.1 The ordering agency shall at all times have access to the work whether it is in preparation or in progress and the contractor shall provide proper facilities for such access and for inspection. The Director reserves the right, as an option, to employ the services of a professional consultant for any phase of the work as may deem to be in the best interest of the State. The contractor shall cooperate with consultants and provide access to work, and facilities for inspections.
- 3.8.2 The ordering agency shall inspect the work upon delivery at mutually agreeable times. Such inspections are for the sole purpose of identifying the draperies, blinds, furnishings and equipment and of verifying the quantities thereof in order to provide a basis for payment to the contractor. Such inspections shall not be construed as final or as constituting acceptance of or taking charge or control over the draperies, blinds, furnishings or equipment. If there are any apparent defects, damage, deficiencies or failure to conform to the contract documents, the contractor shall have an opportunity to remedy the same at his own expense.
- 3.8.3 Notwithstanding any otherwise applicable provision of law or any such inspections or payment on account of draperies, blinds, furnishings and equipment delivered, receipt shall not be construed as acceptance of any draperies, blinds, furnishings or equipment prior to installation and substantial completion unless specifically accepted in writing by the State.
- 3.8.4 If any work which has been previously accepted, specifically or by making payment on substantial completion, is found to have defects, damage, deficiencies, or fails to conform to the contract documents, for any cause not attributable to the State, the Agency or employees, the State may revoke acceptance. Such revocation shall be made by giving prompt notice of such conditions to the contractor, and the contractor shall promptly remedy the same at his own expense.
- 3.8.5 This section shall not be construed as a limitation on remedies otherwise available under the contract documents or applicable law. If the State determines that any work requires special inspection, testing, or approval, the State will instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice. If such special inspection or testing reveals failure of the work to comply with the requirements of the contract documents, the Contractor shall bear all costs thereof, otherwise, the State shall bear such costs. The State shall be the final judge.

3.9 CONTRACT PRICE PROPOSAL, PURCHASE ORDER AND CONTRACT PRICE LIST REQUIREMENTS

- 3.9.1 When responding to a request for a contract price proposal, contractors must provide a written proposal on their letterhead or proposal form. Quotes submitted by a contractor's representative (i.e., dealer, distributor, etc.) must clearly identify the contractor and contract number. These Quotes shall include, at a minimum, the following:

- A) Product Identity - Name of manufacturer.
- B) The contract number and contract line from which the product and pricing are derived.
- C) Detailed listing of all items to be delivered and/or installed by model number/description and unit list price for each item, identified with page number reference of the contract price list.
- D) The quantity and extended list price or each item shall be totaled and appropriate discount applied to the grand total within a specific brand/product line and contract.
- E) A schedule that will define the start of delivery/installation and completion.
- F) A separate proposal, conforming to the above format, for each specific agency will be needed.

3.9.2 Invoices submitted for payment must also list the information listed above.

3.10 DELIVERY

- 3.10.1 The contractor(s) shall furnish requested window treatments within thirty (30) days ARO. Notification of delivery must be made at least forty-eight (48) hours in advance. The contractor must be able to make delivery and have product available for delivery to all parts of the State.
- 3.10.2 Normal deliveries and installation work shall be performed during regular working hours, 8:00 a.m. to 5:00 p.m. Monday through Friday. Changes thereto may be granted with written request of the ordering agency. Any work required to be performed after regular working hours or on Saturdays, Sundays, or legal holidays, shall be performed without additional expense to the ordering agency. The contractor shall obtain approval of the ordering agency for performance of work after regular working hours or non-regular working days at least 24 hours prior to the commencement of the work,. Overtime work that may become necessary caused by an emergency situation will be paid by using the Department of Labor Wage Determination Rate Schedule for the appropriate job category with a 25% overhead charge added to the rate. .
- 3.10.3 Contractor(s) shall be responsible for the delivery of all materials in first-class condition to the point of delivery, and in accordance with good commercial practice. All materials shall be delivered inside by the contractor(s).
- 3.10.4 Brand lines supplied must be strictly in accordance with those contained in contract award.

3.11 ITEMS ORDERED AND DELIVERED

Agencies are authorized to order and contractors are authorized to ship only those items covered by the contract. If a review of orders placed by any agency reveals that material other than that covered by the contract has been ordered and delivered, the Director will take such steps as are necessary to have the material returned by the agency, regardless of the time lapsed between the date of delivery and discovery of the violation. Full credit will be required. Compliance with this requirement is a joint responsibility of the Agency and the contractor.

Violation of this clause may result in the contract cancellation of the offending contractor as well as not being permitted to bid on future bids.

3.12 GENERAL TECHNICAL SPECIFICATIONS

3.12.1 CATEGORY 1 - BLINDS (HORIZONTAL – VERTICAL - MINI)

This section of the RFP is for the supply, delivery and installations of blinds of all types including all necessary hardware.

3.12.1.1 Manufacturers

All products proposed shall be compatible with Venetian blinds which the Sate has purchased and used in the past. The list which is provided below as information only is not intended to be all-inclusive or exclusionary.

- 1) Bali
- 2) Blinds Design
- 3) Blinds Express
- 4) Blinds to Go
- 5) Caco
- 6) Classico
- 7) Comfortex
- 8) Coolaroo
- 9) Delmar
- 10) Essex Shade
- 11) Graber
- 12) Kittrich
- 13) Levelor
- 14) M & B
- 15) Mainfine
- 16) Prestige
- 17) Tentina Hunter Douglas
- 18) T W Raftery
- 19) Vista

3.12.1.2 Specifications for Blinds

- A) The blind shall have horizontal slats, supported by braided ladders.
- B) Slats can be tilted to any horizontal angle.
- C) Slats can be raised or lowered to any height.
- D) All dry color pigments used in coatings shall be for interior and exterior use and shall not exceed federal lead content standards.
- E) Installation brackets shall be designed to safely support the load of the blind.

Slats may be made with aluminum, plastic, PVC (faux), wood or other fabric and materials normally offered to all customers.. All will allow for maximum strength, flexibility, and resistance to internal/external corrosion. For aluminum slats other than mini, the thickness shall be .8 gauge or heavier. Mini blinds slats are to be .7 gauge.

3.12.1.3 Warranty. Blinds will be warranted for a period of 10 years for the material and workmanship. Installation will be warranted for a period of 3 years for all parts and labor.

3.12.1.4 Pricing for blinds will be based on a cost per square foot by material and type and is to include all hardware required for installation. Pricing for installation will be based on a linear foot charge.

3.12.2 CATEGORY 2 - CUBICLE CURTAINS (HOSPITAL PRIVACY) AND TRACK SYSTEM

3.12.2.1 General Performance Requirements

- A) Fabrics are launderable to a temperature of not more than 160 deg F (71 deg C).
- B) Fabrics are inherently flame resistant and are identical to those that have passed NFPA 701..

3.12.2.2 Curtain Tracks

- A) Extruded-Aluminum Track No. 1200: 1-3/8 inches wide by 3/4-inch high aluminum track.
- B) Extruded-Aluminum Suspended Track No. 1100: 1-3/8 inches wide by 3/4-inch high aluminum track.

- C) Curved Track: Factory fabricated 12-inch radius bends.
- D) White baked enamel finish.
- E) Track Accessories: Fabricate splices, end caps, connectors, end stops, coupling and joining sleeves, wall flanges, brackets, ceiling clips, and other accessories from same material and with same finish as track.
- F) Suspended Track Support not less than 1-inch OD aluminum tube.
- G) Removable end stop.
- H) Ceiling mounted curtain carriers (glides) have two nylon rollers, nylon axle and tangle free nylon swivel stem with chrome-plated steel hook.
- I) Suspended mounted curtain carriers (glides) have one-piece nylon glide, tangle free nylon swivel with chrome-plated steel hook.
- J) A breakaway carrier to be used with the ceiling mounted track has three-piece nylon wheels, body and hook.
- H) All fasteners (exposed or concealed) are to be stainless steel.

3.12.2.3 Curtains

- A) Curtain fabric is considered to be a manufacturer's standard.
- B) Fiber content is to be 100 percent polyester, inherently and permanently flame resistant complying with NFPA 701 fire code standards.
- C) The pattern will be selected a manufacturer's full range of available fabrics.
- D) The color will be selected from manufacturer's full range of available colors.
- E) A mesh of no snag, tightly woven selvedge, 1 1/4 inch fire retardant grommet band at top edge. White or beige nylon mesh with openings having a minimum of 70 percent open (1/2" diagonal).

- F) Curtain grommets are #2 two-piece, rolled-edge, rustproof, nickel-plated brass; spaced not more than 6 inches on center and machined into top header.

3.12.2.3 Curtain Fabrication

Fabricate curtains to comply with the following requirements:

- A) Width: Equal to track length from which curtain is hung plus 20 percent added fullness, unless otherwise specified.
- B) Length: Equal to floor-to-ceiling height, with 20-inch mesh top, and minus distance above finished floor at bottom 10 inches, unless otherwise specified.
- C) Mesh is serged to face fabric, turned and stitched with double needle lock stitch no less than ½ inch in width.
- D) Bottom and side hems fabric is double folded 1 ½ inch and sewn with double needle lock stitch.
- E) Vertical seams are serged together and sewn with double needle lock stitch not less than 1/2 inch wide.

3.12.2.4 Installation

- A) Install tracks level and plumb, according to manufacturer's written instructions. Provide track fabricated from one continuous length up to 18 feet.
- B) Curtain track mounting will be either ceiling mounted or suspended.
- C) If ceiling mounted: Fasten surface-mounted tracks at intervals of not less than 24 inches. Fasten support at each splice and tangent point of each corner. Center fasteners in track are required to ensure unencumbered carrier operation. Attach track to ceiling as follows:
 - 1. Mechanically fasten directly to bottom of concrete deck with anchor screws.
 - 2. Mechanically fasten directly to finished ceiling with toggle bolts.
 - 3. Mechanically fasten to furring through suspended ceiling with screw and tube spacer.
 - 4. Mechanically fasten to suspended ceiling grid with screws.

- D) If suspended track mounted: Install track with suspended supports at intervals of not more than 84 inches. Fasten support at each splice and tangent point of each corner. Secure ends of track to wall with flanged fittings or brackets.
- E) Track Accessories: Install end caps, connectors, end stops, coupling and joining sleeves, and other accessories as required for a secure and operational installation.
- F) Curtain Carriers: Provide curtain carriers adequate for 6-inch spacing along the full length of the curtain.
- G) Hang curtains on each curtain track.

3.12.2.5 Warranty. Curtains will be warranted for a period of 5 years for the material and workmanship. Installation will be warranted for a period of 3 years for all parts and labor.

3.12.2.6 Pricing for curtains will be based on a cost per square foot by material and type and is to include all hardware except tracks required for installation. Pricing for installation will be based on a linear foot charge with separate lines for tracks.

3.12.3 CATEGORY 3 - SHADES

3.12.3.1 General Specifications

- A) Shades must be made from fire retardant material to meet NFPA 701 criteria.
- B) Shades must be washable.
- C) Shades must not crack, peel or chip.
- D) Shades are to be classified as heavy duty durable roller type.
- E) Shades may be either cordless spring or chain and clutch drive.
- F) Shades may be fringed or unfringed.
- G) Mounting may be either inside or outside and may be either facing the window or facing away from the window.

3.12.3.2 Shade Fabrication

- A) Fabricate units to completely fill existing openings from head to sill and jamb-to-jamb, unless specifically indicated otherwise.
- B) Fabricate shadecloth to hang flat without buckling or distortion. Fabricate with heat-sealed trimmed edges to hang straight without curling or raveling. Fabricate unguided shadecloth to roll true and straight without shifting sideways more than 1/8 inch (3.18 mm) in either direction per 8 feet (2438 mm) of shade height due to warp distortion or weave design. Hems are to be stitch and locked.
- C) Provide battens in standard shades as required to ensure proper tracking and uniform rolling of the shade bands. Contractor shall be responsible for assuring the width-to-height (W:H) ratios shall not exceed manufacturer's standards or, in absence of such standards, shall be responsible for establishing appropriate standards to assure proper tracking and rolling of the shadecloth within specified standards. Battens shall be roll-formed stainless steel or tempered steel, as required.

3.12.3.3 Components

:

- A) Provide shade hardware allowing for the removal of shade roller tube from brackets without removing hardware from opening and without requiring end or center supports to be removed.
- B) Provide shade hardware that allows for removal and re-mounting of the shade bands without having to remove the shade tube, drive or operating support brackets.

3.12.3.4 Chain Operated Drive Hardware and Brackets

- A) Provide for universal, regular and offset drive capacity, allowing drive chain to fall at front, rear or non-offset for all shade drive end brackets. Universal offset shall be adjustable for future change.
- B) Provide hardware capable for installation of a removable fascia, for both regular and/or reverse roll, which shall be installed without exposed fastening devices of any kind.
- C) Provide shade hardware system that allows for removable regular and/or reverse roll fascias to be

mounted continuously across two or more shade bands without requiring exposed fasteners of any kind.

- D) Provide shade hardware system that allows for operation of multiple shade bands (multi-banded shades) by a single chain operator, subject to manufacturer's design criteria. Connectors shall be offset to assure alignment from the first to the last shade band.
- E) Provide positive mechanical engagement of drive mechanism to shade roller tube. Friction fit connectors for drive mechanism connection to shade roller tube are not acceptable
- F) Provide shade hardware constructed of minimum 1/8-inch thick plated steel or heavier as required to support 150 percent of the full weight of each shade.
- G) All drive brackets shall be fully integrated with all accessories, including, but not limited to fascia, sill channels, center supports and connectors for multi-banded shades.
- H) Drive sprocket and brake assembly shall rotate and be supported on a welded 3/8 inch (9.525 mm) steel pin.
- I) The brake shall be designed to disengage at 90 percent during the raising and lowering of a shade. The brake shall withstand a pull force of 50 pounds in the stopped position.
- J) The braking mechanism shall be applied to an oil-impregnated hub on to which the brake system is mounted. The oil impregnated hub design includes an articulated brake assembly, which assures a smooth, non-jerky operation in raising and lowering the shades. The assembly shall be permanently lubricated. Products that require externally applied lubrication and or not permanently lubricated are not acceptable.
- K) The entire assembly shall be fully mounted on the steel support bracket, and fully independent of the shade tube assembly, which may be removed and reinstalled without effecting the roller shade limit adjustments.
- L) The drive chain must be: #10 qualified stainless steel chain rated to 90 lb minimum breaking strength. Nickel plated chain will not be accepted.

3.12.3.5 Installation

- A) Install roller shades level, plumb, square, and true according to manufacturer's written instructions, and located so shade band is not closer than 2 inches (50 mm) to interior face of glass. Allow proper clearances for window operation hardware.
- B) Adjust and balance roller shades to operate smoothly, easily, safely, and free from binding or malfunction throughout entire operational range.
- C) Clean roller shade surfaces after installation, according to manufacturer's written instructions. Touch-up, repair or replace damaged products before final acceptance
- D) Train owner's maintenance personnel to adjust, operate and maintain roller shade systems.

3.12.3.6 Cordless Spring Type

- A) The mechanism for lowering and raising the shade uses no cords.
- B) Shades are raised by the push or pull on the bottom rail. All cordless shades will remain level and equalized at every height.
- C) Shade roller (tube) may be wood or metal with roller mechanism completely enclosed in the roller.
- D) Metals tubes are to be extruded aluminum with an outside diameter of at least 1.4 inch and a wall thickness of 0.040 inch.
- E) The spring roller system must be high carbon steel and include 2 separate oil brakes.
- F) Roller tube for shades up to 65 square feet will use a 1.4" O.D. aluminum extruded tube with a wall thickness of .040", incorporating an internal locking channel running the length of the tube for added strength and durability.
- G) Shade material will be attached to a spline with adhesives and fasteners. The spline will then be inserted into the internal locking channel running the length of the tube.

- H) The spring roller consists of a high carbon steel spring encased on both sides by high strength injection molded thermoplastic, locked together by means of an internal aluminum tube with a .46" O.D. and a .040" wall thickness. Spring assembly is press fit into tube and is equipped with a 1.97" steel square end that fits installation bracket.
- I) An oil brake will control lift speed of the shade.

3.12.3.7 Installation of cordless roller shades

- A) Install shades in accordance with manufacturer's procedures unless otherwise specified.
- B) Install shades with adequate clearance to permit smooth operation of shades and windows if applicable
- C) Demonstrate shades to be in smooth, uniform working order.
- D) Clean soiled shade surfaces with a mild soap solution.

3.12.3.8 Warranty. Shades will be warranted for a period of 10 years for the material and workmanship. Installation will be warranted for a period of 5 years for all parts and labor.

3.12.3.9 Pricing for shades will be based on a cost per square foot by material and type and is to include all hardware required for installation. Pricing for installation will be based on a linear foot charge.

3.12.4 CATEGORY 4 - DRAPERIES

3.12.4.1 This section of the RFP describes the requirements prices for the supply and installation of various brands of draperies and all other materials and services necessary for a complete installation. Vendor shall offer brand lines which shall make available a selection of fabrics and qualifies suitable for use in the following areas:

- 1) Offices
- 2) Hospitals
- 3) Schools
- 4) Residential
- 5) Public meeting areas

3.12.4.2 Below is a listing of brands or manufacturers of draperies, which the State has purchased and used in the past. This list

is provided as information only and is not intended to be all inclusive or exclusionary.

- 1) Creative Fabric
- 2) Coral
- 3) Croscill
- 4) Covington
- 5) Drapery Corp of America
- 6) Fabricade
- 7) Kasmir
- 8) K M Fabric
- 9) Kushner
- 10) National Mastercraft
- 11) Riftex
- 12) Skyline Mills
- 13) Stempco
- 14) T W Raftery
- 15) Waverly

Lining Fabric Flame Proofing

- 1) Carole Fabric
- 2) Drapery Corp of America
- 3) Edmec
- 4) Riftex
- 5) T W Raftery
- 6) Waverly

3.12.4.3 Fabrication & Installation

- A) Drapery is to be fabricated as specified by the using agency – examples are head to floor, head to sill, ceiling to sill.
- B) All draperies are to be fabricated for installation on rods as selected by the ordering agency. Rods shall be rigged in continuous lengths without joints except where track lengths are greater than the maximum lengths usually manufactured in the specified track. Rods and tracks shall be classified as heavy duty.
- C) Drapery rods up to 8' wide shall be installed with one center support. Rods exceeding (8) eight feet (installed) shall be installed with the necessary two supports equally spaced. Screws used shall be the size recommended by the manufacturer.
- D) Hems shall be weighted (except fiberglass). Hems must be secured to frame or floor wherever billowing might present a problem.

- E) Delivered draperies will not be accepted unless they are free from creases and wrinkles. Draperies are to be protected from soil and damage during transportation to job site and completion of installation.
- F) All drapery material to be supplied under this contract is to meet or exceed NFPA 701 Standard for fire retardancy.

3.12.4.4 Warranty. Drapes will be warranted for a period of 10 years for the material and workmanship. Installation will be warranted for a period of 3 years for all parts and labor.

3.12.4.5 Pricing for drapes will be based on a discount to be deducted from catalogs/price lists with hardware and accessories required for the installation being priced separately. Pricing for installation will be based on a linear foot charge.

3.12.5 OTHER SERVICES

Price lines have also been developed for two services considered to be in addition to those listed above. These other services are the removal of existing window treatment and hardware and the additional costs related in providing a motorized draw system. For both of these tasks quotes must be obtained for a lump sum price.

3.13 WEB SITE SUPPORT

The contractors awarded contracts must offer an online web site, in which the Customer accesses the Contractor's website directly. The web site must allow the Using Agency to use the Contractor's site, browse for contracted items with pictures, description and pricing information only and provide all information to be inserted into a requisition for preparation of a purchase order. Contractor web site must meet the following requirements:

- Must have the capability to provide only those products awarded under the contract, and block any non-contract item(s).
- Must have the ability to accept purchase order information electronically.

The web site to be used in conjunction with this contract must be complete and available for use within thirty (30) working days from the date of the letter to intent to award a contract is issued. Contracts will not be issued until the site is operational and approved by the Purchase Bureau.

The State reserves the right to utilize an E-Commerce application at any time during the term of this contract award. Contractors will be required to provide functional data files compatible with the State application within a reasonable amount of time as specified by the State.

3.14 ZONE DESIGNATIONS

For the purposes of this contract the State of New Jersey will be divided into two zones. A contract will be awarded by category (blinds, shades and cubicle curtains) to a primary and backup #1 and a backup #2 contractor for each of the two zones. Therefore nine separate contractors may be awarded a contract for these categories. Drapes will be awarded to the lowest price vendors by brand for the whole State.

3.14.1 NORTH ZONE

North Zone is all northern counties as listed below and that portion of Mercer County that includes Trenton City Proper limits East of Route 1.

North Zone Counties - Bergen, Essex, Hudson, Hunterdon , Mercer (Trenton City Proper limits East of Route 1), Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex , Union and Warren.

3.14.2 SOUTH ZONE

South Zone is all southern counties as listed below and that portion of Mercer County that includes Trenton City Proper limits West of Route 1.

South Zone Counties - Atlantic, Camden, Cape May, Cumberland, Burlington, Gloucester, Mercer (Trenton City Proper limits West of Route 1), Ocean and Salem.

3.15 METHOD OF USE OF CONTRACT

Contract awards will be given to three successful bidders in each zone by category excluding drapes. Vendors will be ranked as primary and backup #1 and backup #2 based on the lowest responsive and responsible total price as determined by the Director for each category.

3.15.1 CONTRACTOR SELECTION FOR SERVICE

For all services, including drapes, estimated to be less than \$1,000.00, the primary contractor will be called first for the awarded zone. If the primary contractor fails to respond within a designated timeframe as agreed upon by all parties or is unable to provide the requested service, the backup #1 contractor will be contacted. In the event that the primary and backup #1 contractors fail to provide the service or respond in a timely manner, the backup #2 contractor will be contacted.

3.15.2 PROJECT TASK PROCEDURES

For all project tasks, including drapes, estimated to be \$1,000.00 or more, the Using Agency shall develop the particular scope of work for all projects. This scope of work shall be given to at least three contractors that have been awarded the particular region where the work shall be performed. All contractors shall be required to submit a firm fixed price quote using the prices as awarded for the total cost of the project. The contractor with the

lowest cost, that meets the requirements of the projects as defined by the Using Agency, shall be awarded the project.

3.16 PRICE ADJUSTMENTS

This is a three (3) year contract with the price as awarded being adjusted in accordance with the Consumer Price Index on the first day of the fourth year of the contract anniversary date measured as of the index on the contract effective date. The Consumer Price Index will be computed using the New York Area Index and the Philadelphia Area Index. The final adjustment figure will be based on 2/3 of the New York Area Index Rate and 1/3 of the Philadelphia Area Index Rate.

This procedure is being used in order to maintain the standing of the awarded contractors and is applicable for Category 1, Category 2 and Category 3 only.

For Category 4 a new price list may be submitted for acceptance to begin at the 19th month from the contract anniversary date.

3.17 METHOD OF USE OF CONTRACT

For Category 1 and Category 2 and Category 3 contract awards will be given to three successful bidders in each region. Vendors will be ranked as primary and backup #1 and backup #2 based on the lowest responsive and responsible price as determined by the criteria listed in Section 6.1.

3.17.1 CONTRACTOR SELECTION AFTER AWARD OF CONTRACT FOR SERVICE

Whenever service is required the primary contractor for that region for Category 1 and Category 2 and Category 3 shall be contacted. If a legitimate reason exists where the primary contractor is not able to respond then the backup #1 contractor shall be contacted and if the backup #1 contractor is not able to respond then the backup #2 contractor shall be contacted

A legitimate reason may be defined as current workload required by the State exceeds the capability of the contractor.

For projects for Category 1 and Category 2 and Category 3 estimated to cost more than \$1000 a procedure must be used to obtain quotes in a lump sum format from all three contractors. The lowest quoted price will be given the order. For Category 4 quotes must be obtained from at least 4 of the listed contractors.

4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

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

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page <http://www.state.nj.us/treasury/purchase/bid/summary/07-X-39086.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 NUMBER OF BID PROPOSAL COPIES

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

It is recommended that the bidder submit one (1) complete catalog and price list for draperies on a CD in PDF format.

4.4 BID PROPOSAL CONTENT

4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07X39086.shtml>. The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract.

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07-X-39086.shtml> .

4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07-X-39086.shtml> .

4.4.2 PROOF OF REGISTRATIONS THAT MUST BE SUBMITTED WITH THE BID PROPOSAL

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

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

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

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07-X-39086.shtml> .

4.4.2.2 SMALL BUSINESS SET-ASIDE CONTRACTS

This is a Set-Aside Contract for **Category I, II, or III** for Small Businesses. The bidder must be registered as a qualifying small business with the New Jersey Commerce & Economic Growth Commission (Commerce) by the date the bid is received and opened. Evidence that the bidder has registered with Commerce as a small business should be submitted with the bid proposal.

*******IMPORTANT NOTE: EVEN IF THE BIDDER IS AN INCUMBENT CONTRACTOR AND/OR HAS BEEN PREVIOUSLY REGISTERED OR CERTIFIED UNDER THE FORMER SBE/MBE/WBE PROGRAM, THE BIDDER WILL NEED TO BE SURE THAT IT IS REGISTERED ON THE DAY OF BID RECEIPT AND OPENING WITH THE COMMERCE COMMISSION UNDER THE NEW, SMALL BUSINESS PROGRAM TO BE**

ELIGIBLE FOR AWARD. THE TELEPHONE NUMBER TO CALL COMMERCE TO CHECK REGISTRATION STATUS IS 609 292-2146*****

4.4.2.3 PUBLIC WORKS CONTRACTOR REGISTRATION

The Public Works Contractor Registration Act (PWCRA) requires that all contractors, including named subcontractors, to register with the Department of Labor **prior** to submitting price proposals or engaging on certain public works contracts that exceed the prevailing wage threshold. The prevailing wage threshold for the State is \$2,000.

This registration is required for the installation function of providing service.

For additional information the following web site should be checked:

<http://www.state.nj.us/labor/lasse/lspubcon.html>

Prevailing wage must be paid to any employee of a State contractor or subcontractor that installs or assembles window treatments on site. The act of taking preassembled window treatment from a truck to a designated spot within the contracting agency is not subject to prevailing wage.

Assembly is defined as the fitting together of the parts of the window treatment.

Installation is defined as fastening, connecting, or in any fashion, establishing a fixed position for the window treatment.

Window treatment services that **would not** meet the prevailing wage criteria are: installation using existing hardware and no tools are required to be used.

If these window treatment deliveries were made as part of a broader contract which included the assembly or installation of window treatment, the time spent moving the window treatment from point of delivery to its final destination would be subject to the payment of the prevailing wage under journeyman laborer's rate.

The assembly and installation of window treatment is subject to the payment of the journeyman carpenters rate for the county in which the action takes place.

Please change "NOTE" under this section to read as follows:

The Department of Labor requires that "Anyone interested in bidding on or engaging in any contract (or part thereof) for public work which is subject to the provisions of the Prevailing Wage Act must register with the Division of Wage and Hour Compliance as required by the Public Works Contractor Registration Act (PWCRA) N.J.S.A. 34:11-56.48 et seq. which establishes a unified procedure for the registration of contractors and subcontractors engaged in public works building projects." Therefore, all bidders, their dealers and their subcontractors must be registered. **All bidders, their named dealers and subcontractors must provide proof of registration with Public Works on the date of bid opening.**

4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.

4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/07-X-39086.shtml> .

4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to 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 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07-X-39086.shtml> .

4.4.4 SUBMITTALS

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

4.4.4.1 BIDDER EXPERIENCE - DATA SHEETS

The bidder must provide all of the information requested in the Bidder's Data Packet located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/07-X-39086.shtml>

4.4.5 FINANCIAL CAPABILITY OF THE BIDDER

Only upon request and in order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit two years of certified financial statements that include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

If the information is not supplied with the bid proposal, the State may still require the bidder to submit it. If the bidder fails to comply with the request within seven (7) business days, the State may deem the proposal non-responsive.

The bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with its Bid Proposal.

The State reserves the right to make the determination whether to accept the bidder's assertion of confidentiality and will advise the bidder accordingly.

4.4.6 PRICING

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

4.4.7 PRICE SHEET INSTRUCTIONS

Pricing will be submitted for each zone by category. The four categories are Category 1 - Blinds, Category 2 - Curtains, Category 3 - Shades and Category 4 - Draperies.

Pricing for Category 1 Blinds will be based on a cost per square foot by material and type and is to include all hardware required for installation. Pricing for installation will be based on a linear foot charge.

Pricing for Category 2 - Curtains will be based on a cost per square foot by material and type and is to include all hardware except tracks required for installation. Pricing for installation will be based on a linear foot charge with separate lines for tracks.

Pricing for Category 3 - Shades will be based on a cost per square foot by material and type and is to include all hardware required for installation. Pricing for installation will be based on a linear foot charge.

Pricing for Category 4 - Drapes will be based on a discount to be deducted from catalogs/price lists with hardware and accessories required for the installation being priced separately. Pricing for installation will be based on a linear foot charge.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

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

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/07-X-39086.shtml> .

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and the NJ Standard Terms and Conditions version 05 09 06, and any Addendum to this RFP, the Addendum shall govern.

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

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of three (3) years. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP: <http://www.state.nj.us/treasury/purchase/bid/summary/07-X-39086.shtml> . If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of two (2) each one-year periods, by the mutual written consent of the contractor and the Director.

5.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than one hundred twenty (120) days beyond the expiration date of the contract.

5.4 CONTRACT AMENDMENT

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

5.5 CONTRACTOR'S WARRANTY

- A) The Contractor is responsible for the quality, technical accuracy, timely completion and delivery of all deliverables and other services to be furnished by the Contractor under the Contract. The Contractor agrees to perform in a good, skillful and timely manner all services set forth in the Contract.
- B) The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services and deliverables furnished under the Contract. The approval of interim deliverables furnished under the Contract shall not in any way relieve the Contractor of fulfilling all of its obligations under the Contract. The acceptance or payment for any of

the services rendered under the Contract shall not be construed as a waiver by the State or Agency, of any rights under the agreement or of any cause of action arising out of the Contractor's performance of the Contract.

- C) The acceptance of, approval of or payment for any of the services performed by the Contractor under the Contract shall not constitute a release or waiver of any claim the State or Agency, has or may have for latent defects or errors or other breaches of warranty or negligence.

5.6 ITEMS ORDERED AND DELIVERED

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

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

5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

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

5.8 MANUFACTURING/PACKAGING REQUIREMENTS

- 5.8.1 All products must conform in every respect to the standards and regulations established by Federal and New Jersey State laws.
- 5.8.2 All products shall be manufactured and packaged under modern sanitary conditions in accordance with federal and state law and standard industry practice.
- 5.8.3 All products are to be packaged in sizes as specified in this RFP and shall be packaged in such a manner as to ensure delivery in first class condition

and properly marked for identification. All shipments must be comprised of original cartons associated with the commercial industry represented by the actual product contained within each carton. Deliveries containing re-used, re-labeled, re-worked or alternate cartons are subject to rejection by the Using Agency at the contractor's expense.

5.9 CLAIMS

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

5.10 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as required by in paragraph 3.19 of the NJ Standard Terms and Conditions version 05 09 06, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07-X-39086.shtml> contractor(s) must provide, on a calendar quarter basis, to the designated person as assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political subdivisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-State governmental entity of which the State of New Jersey is a member.

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

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

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

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

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

6.0 PROPOSAL EVALUATION

6.1 PRICE

The price for Category 1 - Blinds and Category - 2 Cubicle Curtains and Category 3 - Shades will be evaluated using the price lines submitted for a square foot base cost as well as ensuring other price lines are considered to be within current business practices and for Category 4 - Drapes by using discount and volume discounts based on catalog price lists.

6.2 EXPERIENCE AND CAPABILITY OF THE BIDDER

The ability of the bidder to provide the service required herein and its capability to provide complete web page support will be taken into consideration.

6.3 PAST PERFORMANCE

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

6.4 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

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

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

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

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

6.5 BID DISCREPANCIES

In evaluating bids:

- Discrepancies between words and figures will be resolved in favor of words.

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

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25

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

7.1.1.1 DEFINITIONS

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

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

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

fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse or child, residing in the same household.

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

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

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

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

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

7.1.1.4 STATE TREASURER REVIEW

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

7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF N.J.S.A. 19:44A-20.13 – 25

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

7.2 FINAL CONTRACT AWARD

Contract award[s] shall be made with reasonable promptness by written notice to that responsible bidder(s), whose bid proposal(s), conforming to this RFP, is(are) most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

7.3 INSURANCE CERTIFICATES

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

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

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

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

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

The State Contract Manager is the person that the contractor will contact after the contract is executed for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

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

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

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

PRICE LIST FOR T0166 WINDOW TREATMENT

CATEGORY 1 - BLINDS INCLUDES MEASUREMENTS AND ALL HARDWARE

NORTH ZONE

1.	MINI ALUMINUM ½ INCH	SQ FT	_____
2.	MINI ALUMINUM 1 INCH	SQ FT	_____
3.	MINI ALUMINUM 2 INCH	SQ FT	_____
4.	MINI PLASTIC ½ IN	SQ FT	_____
5.	MINI PLASTIC 1 IN	SQ FT	_____
6.	MINI PLASTIC 2 IN	SQ FT	_____
7.	MINI FABRIC ½ IN	SQ FT	_____
8.	MINI FABRIC 1 IN	SQ FT	_____
9.	MINI FABRIC 2 IN	SQ FT	_____
10.	HORIZONTAL METAL 1 INCH	SQ FT	_____
11.	HORIZONTAL METAL 2 INCH	SQ FT	_____
12.	HORIZONTAL METAL 2 ½ INCH	SQ FT	_____
13.	HORIZONTAL METAL 3 INCH	SQ FT	_____
14.	HORIZONTAL FAUX OR PVC 1 INCH	SQ FT	_____
15.	HORIZONTAL FAUX OR PVC 2 INCH	SQ FT	_____
16.	HORIZONTAL FAUX OR PVC 2 1/2 INCH	SQ FT	_____
17.	HORIZONTAL FAUX OR PVC 3 INCH	SQ FT	_____
18.	HORIZONTAL COMPOSITE 1 INCH	SQ FT	_____

19.	HORIZONTAL COMPOSITE 2 INCH	SQ FT	_____
20.	HORIZONTAL COMPOSITE 2 1/2 INCH	SQ FT	_____

PRICE LIST FOR T0166 WINDOW TREATMENT

21.	HORIZONTAL COMPOSITE 3 INCH	SQ FT	_____
22.	HORIZONTAL WOOD 1 INCH	SQ FT	_____
23.	HORIZONTAL WOOD 2 INCH	SQ FT	_____
24.	HORIZONTAL WOOD 2 1/2 INCH	SQ FT	_____
25.	HORIZONTAL WOOD 3 INCH	SQ FT	_____
26.	VERTICAL METAL 3 INCH	SQ FT	_____
27.	VERTICAL METAL 4 INCH	SQ FT	_____
28.	VERTICAL METAL 5 INCH	SQ FT	_____
29.	VERTICAL FAUX OR PVC 3 INCH	SQ FT	_____
30.	VERTICAL FAUX OR PVC 4 INCH	SQ FT	_____
31.	VERTICAL FAUX OR PVC 5 INCH	SQ FT	_____
32.	VERTICAL COMPOSITE 3 INCH	SQ FT	_____
33.	VERTICAL COMPOSITE 4 INCH	SQ FT	_____
34.	VERTICAL COMPOSITE 5 INCH	SQ FT	_____
35.	VERTICAL WOOD 3 INCH	SQ FT	_____
36.	VERTICAL WOOD 4 INCH	SQ FT	_____
37.	VERTICAL WOOD 5 INCH	SQ FT	_____
38.	INSTALLATION - LABOR	LF	_____
39.	LUMP SUM COST FOR PROJECTS MORE THAN \$1000	NET	

SOUTH ZONE

40.	MINI ALUMINUM ½ INCH	SQ FT	_____
41.	MINI ALUMINUM 1 INCH	SQ FT	_____

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PRICE LIST FOR T0166 WINDOW TREATMENT

42.	MINI ALUMINUM 2 INCH	SQ FT	_____
43.	MINI PLASTIC ½ IN	SQ FT	_____
44.	MINI PLASTIC 1 IN	SQ FT	_____
45.	MINI PLASTIC 2 IN	SQ FT	_____
46.	MINI FABRIC ½ IN	SQ FT	_____
47..	MINI FABRIC 1 IN	SQ FT	_____
48.	MINI FABRIC 2 IN	SQ FT	_____
49.	HORIZONTAL METAL 1 INCH	SQ FT	_____
50.	HORIZONTAL METAL 2 INCH	SQ FT	_____
51.	HORIZONTAL METAL 2 ½ INCH	SQ FT	_____
52.	HORIZONTAL METAL 3 INCH	SQ FT	_____
53.	HORIZONTAL FAUX OR PVC 1 INCH	SQ FT	_____
54.	HORIZONTAL FAUX OR PVC 2 INCH	SQ FT	_____
55.	HORIZONTAL FAUX OR PVC 2 1/2 INCH	SQ FT	_____
56.	HORIZONTAL FAUX OR PVC 3 INCH	SQ FT	_____
57.	HORIZONTAL COMPOSITE 1 INCH	SQ FT	_____
58.	HORIZONTAL COMPOSITE 2 INCH	SQ FT	_____
59.	HORIZONTAL COMPOSITE 2 1/2 INCH	SQ FT	_____
60.	HORIZONTAL COMPOSITE 3 INCH	SQ FT	_____

61.	HORIZONTAL WOOD 1 INCH	SQ FT	_____
62.	HORIZONTAL WOOD 2 INCH	SQ FT	_____
63.	HORIZONTAL WOOD 2 1/2 INCH	SQ FT	_____

PRICE LIST FOR T0166 WINDOW TREATMENT

64.	HORIZONTAL WOOD 3 INCH	SQ FT	_____
65.	VERTICAL METAL 3 INCH	SQ FT	_____
66.	VERTICAL METAL 4 INCH	SQ FT	_____
67.	VERTICAL METAL 5 INCH	SQ FT	_____
68.	VERTICAL FAUX OR PVC 3 INCH	SQ FT	_____
69.	VERTICAL FAUX OR PVC 4 INCH	SQ FT	_____
70.	VERTICAL FAUX OR PVC 5 INCH	SQ FT	_____
71.	VERTICAL COMPOSITE 3 INCH	SQ FT	_____
72.	VERTICAL COMPOSITE 4 INCH	SQ FT	_____
73.	VERTICAL COMPOSITE 5 INCH	SQ FT	_____
74.	VERTICAL WOOD 3 INCH	SQ FT	_____
75.	VERTICAL WOOD 4 INCH	SQ FT	_____
76.	VERTICAL WOOD 5 INCH	SQ FT	_____
77.	INSTALLATION - LABOR	LF	_____
78.	LUMP SUM COST FOR PROJECTS MORE THAN \$1000	NET	

CATEGORY 2 - CUBICLE CURTAINS (HOSPITAL)

NORTH ZONE

79.	CUBICLE CURTAINS WITHOUT TRACK	SQ FT	_____
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80.	TRACK FOR CUBICLE CURTAINS	LF	_____
81.	INSTALLATION ON EXISTING TRACK- LABOR	LF	_____
82.	INSTALLATION WITH NEW TRACK - LABOR AND MATERIAL	LF	_____

PRICE LIST FOR T0166 WINDOW TREATMENT

83.	LUMP SUM COST FOR PROJECTS MORE THAN \$1000	NET	
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SOUTH ZONE

84.	CUBICLE CURTAINS WITHOUT TRACK	SQ FT	_____
85.	TRACK FOR CUBICLE CURTAINS	LF	_____
86.	INSTALLATION ON EXISTING TRACK	LF	_____
87.	INSTALLATION WITH NEW TRACK	LF	_____
88.	LUMP SUM COST FOR PROJECTS MORE THAN \$1000	NET	

CATEGORY 3 - SHADES INCLUDES ALL HARDWARE

NORTH ZONE

89	CHAIN OPERATED	SQ FT	_____
90	CORDLESS SPRING OPERATED	SQ FT	_____
91	INSTALLATION - LABOR	LF	_____
92.	LUMP SUM COST FOR PROJECTS MORE THAN \$1000	NET	

SOUTH ZONE

93	CHAIN OPERATED	SQ FT	_____
94	CORDLESS SPRING OPERATED	SQ FT	_____
95	INSTALLATION - LABOR	LF	_____
96.	LUMP SUM COST FOR PROJECTS MORE THAN \$1000	NET	

PRICE LIST FOR T0166 WINDOW TREATMENT

CATEGORY 4 - DRAPERIES INCLUDES MEASUREMENTS, FABRICATION AND HARDWARE

- 97. DISCOUNT FROM CATALOG/LIST PRICE PCNT _____
MANUFACTURER/BRAND NAME _____
CATALOG NUMBER _____
CATALOG DATE _____
PRICE LIST REFERENCE/NUMBER _____
PRICE LIST DATE _____
- 98. INSTALLATION - LABOR LF _____
- 99. LUMP SUM COST FOR PROJECTS MORE THAN \$1000 NET

OTHER SERVICES

- 100. REMOVAL OF EXISTING WINDOW TREATMENT AND HARDWARE
(QUOTES REQUIRED TO BE OBTAINED) TASK NET
- 101. MOTORIZED SYSTEMS TASK NET
(QUOTES REQUIRED TO BE OBTAINED)

ATTACHMENT A

The following is to be used as a checklist for required bid submission documents.

<u>RFP Section</u>	<u>Document Name</u>
4.4.1.1	Signatory Page
4.4.1.2	Ownership Disclosure Form
4.4.1.3	Disclosure of Investigations
4.4.2.1	Business Registration Certificate
4.4.2.2	Small Business Registration Certificate
4.4.2.3	Public Works Contractor Registration Certificate
4.4.3.1	MacBride Principles
4.4.3.2	Affirmative Action
4.4.4..1	Bidder Data Packet
	Cooperative Purchasing Agreement
	Catalog/Price List for Drapes
	Price List for T0166

