



Bid Number: 04-X-36439

REQUEST FOR PROPOSAL FOR:

**TREE TRIMMING AND REMOVAL SERVICES, D.O.T. AND
VARIOUS USING AGENCIES**

Date Issued: 3/19/04

Purchasing Agency

State of New Jersey
Department of the Treasury
Division of Purchase and Property
Purchase Bureau, PO Box 230
33 West State Street
Trenton, New Jersey 08625-0230

Using Agency

State of New Jersey
Cooperative Purchasing Members

IMPORTANT NOTE:

ALL CONTRACT USERS, PLEASE BE SURE TO NOTE THAT FOR MOST COUNTIES A PRIMARY AWARD AND A SECONDARY AWARD HAS BEEN MADE. FOR EACH COUNTY, PLEASE CHECK THE NOTICE OF AWARD (NOA) PRICE SHEET TO MAKE SURE YOU ARE USING THE PRIMARY CONTRACTOR AND REFER TO SECTION 3.5 (NORMAL WORK SCHEDULE AND EMERGENCY WORK SCHEDULE) OF THE RFP SPECIFICATION FOR INSTRUCTIONS ON HOW TO UTILIZE OTHER CONTRACTORS IN THE EVENT THE PRIMARY CONTRACTOR IS UNABLE TO COMPLY WITH REQUIREMENTS AS SPECIFIED.

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of The New Jersey Department Of Transportation and other State Agencies. The purpose of this RFP is to solicit bid proposals for Tree Trimming and Removal Services

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.

The Standard Terms & Conditions, [Appendix 1](#) of this RFP, will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with same unless the RFP specifically indicates otherwise.

The State intends to extend the contract[s] awarded to the Purchase Bureau's cooperative purchasing partners. These partners include quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges.

Although the State, with the assent of the vendor(s), is making the use of any contract resulting from this RFP available to non-State Agencies, the State makes no representation as to the acceptability of any State RFP terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.

1.2 BACKGROUND

This is a re-procurement of the TREE TRIMMING AND REMOVAL SERVICES term contract, presently due to expire on **05/31/04**. Vendors who are interested in the current contract specifications and pricing information are encouraged to visit the Purchase Bureau's website on the World Wide Web. The applicable "T" reference number for this lookup is T-#0465. The exact WWW address is <http://www.state.nj.us/treasury/purchase/contracts.htm>

It is not necessary for the bidder to bid the entire State to be considered for award, however, the bidder must be able to provide service within the entire county for which a bid proposal has been submitted. Bid proposals for which the bidder does not offer to service the entire county will not be considered for an award.

Note: It is important that bidders pay close attention to the bid evaluation and method of award for this contract.

1.3 KEY EVENTS

1.3.1 QUESTIONS AND INQUIRIES

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

Attn: **Joseph Signoretta**
State of New Jersey
Division of Purchase and Property
Purchase Bureau
PO Box 230
Trenton, New Jersey 08625-0230

E- Mail: Joseph.Signoretta@treas.state.nj.us
Phone Number: 609-777-0202
Fax Number: 609-292-0490

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

1.3.1.1 QUESTION PROTOCOL

Questions should be submitted in writing to the attention of the assigned Purchase Bureau buyer. Written questions should be directly tied to the RFP by the writer. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Short procedural inquiries may be accepted by telephone by the Purchase Bureau buyer, however, oral explanations or instructions given over the telephone shall not be binding on the State. Vendors shall not contact the Using Agency directly, in person, by telephone or by e-mail concerning this RFP.

1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

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

1.4 ADDITIONAL INFORMATION

1.4.1 REVISIONS TO THIS RFP

In the event it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Addendum, if any, to this RFP will be posted to the Purchase Bureau website. It is the vendor's responsibility to check the website regularly between the time the RFP is issued to the bid opening date for any Addenda. The website is: <http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml>

1.4.2 ADDENDUM AS A PART OF THIS RFP

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

1.4.3 ISSUING OFFICE

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

1.4.4 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP. By submitting a bid proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, as to all of the requirements of this RFP.

1.4.5 COST LIABILITY

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

1.4.6 CONTENTS OF BID PROPOSAL

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

1.4.7 PRICE ALTERATION

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

1.4.8 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Affirmative Action Employee Information Report, MacBride Principles Certification and business registration must be supplied by each party to the joint venture.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

The following definitions shall 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. An amendment is not effective until signed by the Director, Division of Purchase and Property.

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

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

Contractor - The contractor is the bidder awarded a contract.

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

Division - The Division of Purchase and Property.

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

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

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

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

State - State of New Jersey

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

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

3.1 GENERAL

THE WORK TO BE PERFORMED UNDER THIS CONTRACT INCLUDES:

Item A. Trimming of trees including the removal of dead, dying, diseased, interfering, objectionable, or weak branches; and/or the complete removal of dead or dangerously growing trees at the direction of the engineer, or his representative. In those cases where the complete removal of trees is required, the job may include the removal of stumps and all exposed roots to a depth of 6" below the adjacent existing ground surface. The ground surface shall then be leveled with soil, and/or wood chips taken from the stump removal operation. Whenever an agency has requested stump removal as part of item A, the contractor cannot charge separately for stump removal. Item B is for those jobs that require only stump removal. The contractor must provide crew and equipment as described in section 3.4 under items A.

TRIMMING OF TREES:

Trimming of trees shall consist of the following classes of pruning as developed by the National Arborist Association and described as "pruning standards for shade trees."

Class II - Standard pruning shall consist of the removal of dead, dying, diseased, decaying, interfering, objectionable, obstructing, and weak branches, as well as selective thinning to lessen wind resistance. The removal of such described branches is to include those on the main trunk, as well as those inside the leaf area.

Class III - Hazard pruning shall consist of the removal of dead, diseased, decayed, and obviously weak branches.

Class IV - Crown reduction pruning shall consist of the reduction of tops, sides, and individual limbs. It involves the removal of a parent limb or dominant leader at the point of attachment of a lateral branch.

With all classes of pruning all cuts shall be made as close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub.

The complete removal of trees shall include the removal of stumps and all exposed roots to a depth of 6" below the adjacent existing ground surface, at the direction of the engineer, or his authorized representative.

Item B. Removal of already existing stumps and all exposed roots from trees that were not trimmed or removed as work performed under item A. Stumps shall be removed to a depth of 6" below the adjacent existing ground surface. The ground surface shall then be leveled with soil, and/or wood chips taken from the stump removal operation. Stumping shall be done at the direction of the engineer, or his duly authorized representative. The contractor must provide crew and equipment as described in section 3.4 under Item B.

All above work shall include the pick up and disposal of all removed wood at the conclusion of each work day, except that the state reserves the right to claim all wood chips which shall be void of all limbs and un-chipped pieces of wood, together with all other incidental work as provided for in the RFP.

3.2 LIMITS OF WORK

The limits of work to be performed extend to each of the 21 counties of the State. Each county will be considered a separate contract area. Refer to attached price sheets for details of work to be performed in each county.

3.3 SPECIAL REQUIREMENTS

3.3.1 MAINTENANCE AND PROTECTION OF TRAFFIC

Attention is called to the extremely large volume of traffic on roadways included within the State that must be maintained at all times during the term of this contract. The maintenance and protection of traffic with minimum interference is of prime importance. When vehicular or pedestrian traffic, or both, are to be maintained over the highways within the scope of this contract, the contractor shall plan and carry out his work to provide for the safe and convenient passage of such traffic.

3.3.1.1 TRAFFIC CONTROL DEVICES:

Traffic control devices need not be new but shall be in good condition as approved by the engineer. Traffic control devices shall conform to the "Manual on Uniform Traffic Control Devices".

Prior to beginning work in the area, the contractor shall set up the traffic control devices, which the engineer deems necessary for the protection of highway user.

Whenever traffic is required to be diverted from its normal traffic pattern due to the operations of the contractor or his equipment, on roadway where the speed limit is 45 or greater; 48" X 48" warning signs bearing the legend "WORK CREW AHEAD" shall be placed one quarter (1/4) mile prior to start of the work area. The 48" X 48" warning signs shall be placed on appropriate sign stand supports.

The contractor shall also provide one individual per work crew as traffic observer (flagman). This individual will remain on duty during the entire time the safety setup is in place and shall be no less than fifty (50) feet from the work area and shall be equipped with a bright red 24" X 24" square flag attached to a thirty-six (36") inch long staff. The Traffic Observer shall face oncoming traffic holding the flag in a stationary position visible to oncoming traffic.

In addition, when the contractor is performing, working and occupying the shoulder area with his equipment, cones made of either plastic or rubber material, having a minimum overall height of 28", predominantly orange in color, shall be used throughout the work area adjacent to the traffic. The cones shall be spaced 40 feet apart with a 100 foot taper at each end of the work area when the traffic speeds exceed 40 mph. Set up shall be in accordance with attached work area diagram. **SEE ATTACHED DIAGRAM FOUND AT THE END OF THE RFP DOCUMENT FOLLOWING THE PRICE SHEETS.**

When traffic speed is 40 mph or below, cones shall be placed in the same pattern with a distance between them of 25 feet.

All traffic control devices used shall be kept clean and in repair so that they furnish the fullest effect possible. No separate payment will be made for traffic control devices.

3.4 EQUIPMENT AND CREW

A crew shall include both laborers and equipment. The contractor may be required to furnish more than one "crew" at the discretion of the Department of Transportation or various Using Agencies. As a minimum, the following number of laborers will be required to report with the said equipment in good working condition to the designated work site with each assignment:

Item A: Tree Trimming And Removal

One (1) foreman-crew leader, one (1) journeyman climber, one (1) ground man, one (1) traffic observer, one (1) tree truck with aerial lift bucket having a minimum reach of not less than 50', automatic unloader and power tools, brush chipper, two (2) power saws with a minimum 20 inch cutting bars, one (1) stump removing machine, and any other incidental tools required to complete this type work including warning

signs and safety devices as may be required and necessary. All crew members shall wear an orange safety vest.

ITEM B: Stump Removal Only:

One (1) foreman - crew leader, one (1) ground man, one (1) traffic observer, one (1) stump removal machine, and any other incidental tools required to complete this work, including warning signs and safety devices as may be required and necessary. All crew members shall wear an orange safety vest.

3.5 INSPECTION AND COMMENCEMENT OF WORK

Equipment will be inspected by the N.J.D.O.T. (or other Agency) supervisor of landscape or his designated representative prior to awarding of contracts.

Inspection will take place between the hours of 8:00 am and 4:30 p.m. during the State's regular working days. All equipment offered for inspection shall be located within the state of New Jersey and in one place at the time of inspection. The contractor shall give the Supervisor of Landscape 72 hours notice as to the location of the equipment and when the inspection can be made

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| Department Of Transportation |
| Project Engineer |
| P.O. BOX 606 |
| Trenton, N.J. 08625 |
| Telephone: 609-530-3740 |

After award of contract, supervision and inspection on the site will be assigned to the N.J.D.O.T. Regional Engineer responsible for the respective region or such other individuals as may hereafter be designated. All inquires and correspondence shall be directed to the designated representative having responsibility for the various counties.

| | |
|------------------------|--|
| REGION NORTH: | REGIONAL MAINTENANCE ENGINEER |
| TELEPHONE: | 973-770-5123 |
| COUNTIES: | SUSSEX, WARREN, MORRIS, BERGEN, ESSEX, UNION, HUDSON AND PASSAIC |
| REGION CENTRAL: | REGIONAL MAINTENANCE ENGINEER |
| TELEPHONE: | 732-308-4100 |
| COUNTIES: | MERCER, MIDDLESEX, MONMOUTH, OCEAN, HUNTERDON AND SOMERSET |
| REGION SOUTH: | REGIONAL MAINTENANCE ENGINEER |
| TELEPHONE: | 856-486-6607 |
| COUNTIES: | ATLANTIC, BURLINGTON, CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER, AND SALEM |

Unless otherwise directed, the contractor shall forward all communications with the N.J.D.O.T. to the Regional Engineer. Where communications are directed to persons other than the Regional Engineer, a clear copy shall be sent to the Regional Engineer.

The contractor shall cooperate with the utility owners concerned and shall notify them not less than 1 day in advance, except immediately in

advance during emergency operations, of the time he proposes to perform any work that will endanger or affect their facilities.

The contractor will be required to respond to two schedules, as determined by the engineer, due to existing road conditions, which will be effective throughout the duration of the contract period. Specifically, each schedule is defined as follows:

Normal Work Schedule:

The engineer or his duly authorized representative will notify the primary contractor prior to the starting date for the tree trimming or tree removal operation. If contact with the contractor is not completed with the initial call, a message will be left with the answering party and the contractor will be required to return the call to the engineer or his duly authorized representative within twenty-four (24) hours following the initial call. At this time, the engineer will designate the work site and assignment to the primary contractor who must then commence work operations at the designated site no later than the third State business day thereafter. The primary contractor will be required to conduct its operations, unless otherwise approved by the engineer, on consecutive State business days, working full eight (8) hours shifts, until the designated work assignments is completed. If the primary contractor fails to comply with the above conditions, the engineer will authorize the use of a secondary contractor. If, after using the aforementioned procedures with the secondary contractor without successful contact, the contractors assigned to adjoining areas may be used. The primary contractor in the adjoining area must be notified first, again following the procedure described in this paragraph.

Bidder to indicate below whether it will be in compliance with all aspects of the requirements listed in the paragraph above "Normal Work Schedule":

☐ Yes, I will comply ☐ No, I cannot comply

If no, the bid proposal will be rejected. Important, the response given here will have precedence over and supersede any response given in Section 16 of the front page (face) of the RFP.

Working Hours:

Working hours shall be determined by the regional engineer, or his representative. The contractor shall report to the job site at the requested time, fully ready to begin the required work.

Normal working hours are from 7:30 am to 4:00 p.m., with a one-half (1/2) hour lunch break, Monday through Friday, exclusive of official State holidays. All other hours the contractor is required to work in addition to State holiday time will be considered as overtime work hours. The following State holidays will be observed:

| NEW YEARS DAY | LABOR DAY |
|--------------------------|------------------|
| MARTIN LUTHER KING'S DAY | COLUMBUS DAY |
| LINCOLN'S BIRTHDAY | ELECTION DAY |
| WASHINGTON'S BIRTHDAY | VETERAN'S DAY |
| GOOD FRIDAY | THANKSGIVING DAY |
| MEMORIAL DAY | CHRISTMAS DAY |
| INDEPENDENCE DAY | |

Emergency Work Schedule

On occasion, due either to unnatural or natural causes, a hazardous condition may exist which imposes an extreme potential danger, in the opinion of the engineer, to life or property, therefore requiring immediate attention. In such cases the engineer or his duly authorized representative will notify the primary contractor of the emergency work required. If contact with the primary contractor is not completed with the initial call, a message will be left with the answering party and the primary contractor will be required to return the call to the engineer or his duly authorized representative. At this time, the engineer will define the designated work site and nature of the emergency work to the primary contractor who must then report to the work site to commence work operations within one and one-half (1 1/2) hours. If the primary contractor fails to comply with the conditions set forth herein above or if the engineer is unable to make initial contact with the primary contractor for two (2) hours with repeat calls, the engineer will authorize the use of the secondary contractor. If, after using the aforementioned procedures with the secondary contractor without successful contact, the contractors assigned to adjoining areas may be used. The primary contractor in the adjoining area must be notified first, again following the procedure described in this paragraph. The contractor utilized will be insured a minimum of four (4) hours for emergency work call-out.

Bidder to indicate below whether it will be in compliance with all aspects of the requirements listed in the paragraph above "Emergency Work Schedule":

☐ **Yes, I will comply** ☐ **No, I cannot comply**

If no, the bid proposal will be rejected. Important, the response given here will have precedence over and supersede any response given in Section 16 of the front page (face) of the RFP.

Note: All work done during normal working hours whether normal or emergency will be considered as straight time.

In all cases the contractor's time will begin when he reports at the work site fully equipped, as required in these specifications, to commence work. On a normal schedule the contractor is expected to be at the designated work site from 7:30 a.m. until 4:00 p.m.

In inclement weather, it will be the decision of the engineer whether the required operations of the contractors would be hazardous to the general public. If the engineer determines conditions are such that it is hazardous and not expected to improve for sometime, he shall suspend operations for that day. The contractor will be compensated as follows:

- A. If the contractor reports to the designated work site but does not commence work operations, he will be credited with a minimum of two (2) crew hours.
- B. If the contractor commences work operations but it is necessary to suspend work prior to 12:00 noon, he will be credited with a minimum of four (4) of crew hours.
- C. If the contractor commences work operations but it is necessary to suspend work after 12:00 noon, he will be credited with the actual number of crew hours worked up to the time work is suspended.

3.6 SUSPENSION OF WORK:

The state reserves the rights to halt, stop, and/or suspend all work immediately if services provided are not performed to the satisfaction of the using agencies.

3.7 INSURANCE REQUIREMENT:

The contractor is required to carry insurance of the types and amounts described in paragraph 2.3 of the N.J. Standard Terms and Conditions. Certificate of insurance must be submitted as per section 4.4.2 of this RFP specification. The contractor must maintain in force insurance as required and ensure that up to date certificates of insurance are provided to the Purchase Bureau and the D.O.T. as described in section 4.4.2 of this RFP specification.

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

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

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

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

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

4.2 PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP cover sheet. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. State regulation mandates that late bid proposals are ineligible for consideration. **THE EXTERIOR OF ALL BID PROPOSAL PACKAGES MUST BE LABELED WITH THE BID IDENTIFICATION NUMBER, FINAL BID OPENING DATE AND THE BUYER'S NAME.** (See RFP cover sheet).

4.3 NUMBER OF BID PROPOSAL COPIES

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

4.4 PROPOSAL CONTENT

The bid proposal should be submitted as follows:

- Forms (Section 4.4.1)

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

4.4.1 FORMS

4.4.1.1 OWNERSHIP DISCLOSURE FORM

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

The Ownership Disclosure Form is attached as [Attachment 1](#) to this RFP.

4.4.1.2 MACBRIDE PRINCIPLES CERTIFICATION

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

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

4.4.1.3 AFFIRMATIVE ACTION

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

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

4.4.1.4 SET-ASIDE CONTRACTS

Not applicable to this RFP.

4.4.1.5 BID BOND

Not applicable to this procurement.

4.4.2 SUBMITTALS

The bidder should submit a response by checking off yes or no where indicated in Section 3.5 under the paragraphs for Normal and Emergency Work Schedules. If the bidder does not check either yes or no, the State reserves the right to obtain written clarification from the bidder.

The bidder may include with its bid proposal, the certificate of insurance. However, no contract will be awarded unless the certificate of insurance has been submitted. The bidder must submit its certificate within five (5) working days of written request by the State or its bid proposal will be rejected. The original insurance certificate shall be submitted to:

Bid Reference # **04-X-36439**
Department of Treasury
Purchase Bureau
P.O. Box 230, Trenton, New Jersey 08625
Attention: Mr. Joseph Signoretta

With a copy to:

Manager, Bureau of Maintenance Engineering and Operations
New Jersey Department of Transportation
P.O. Box 600, Trenton, New Jersey 08625
Attention: Mr. Robert Cunningham

The certificates shall clearly indicate the following:

1. Thirty days written notice of cancellation.
2. General liability limits as described below
3. The NJDOT, the State, its officers and employees as named insured
4. Automobile liability limits as described below
5. Workers compensation limits as described below

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

A. General liability policy as broad as the standard coverage forms currently in use in the State of New Jersey, which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include:

1. Broad form comprehensive general liability
2. Products/completed operations
3. Premises/operations

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

The general liability insurance shall name the NJDOT, the State, its offices and employees, as named insured.

4.4.2.1 DISCLOSURE OF PRODUCT COMPOSITION

Not applicable to this procurement.

4.4.2.2 BIDDER DATA SHEET

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

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

(PLEASE PRINT OR TYPE)

Name: _____

Address: _____

City, State: _____

Telephone Number: _____ Fax Number: _____

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

3. Identify the similar accounts this individual has serviced:

4.4.2.3 REFERENCE DATA SHEETS - SATISFACTORY CUSTOMER SERVICE

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

Supply the name(s) of present customers you are servicing for contracts of a similar size and scope to those required by this RFP. The State reserves the right to visit these locations and verify production.

1. Name of customer provided as reference: _____

Name of individual State may contact to verify reference:

1st individual: _____

Phone # of contact person: _____

2nd individual: _____

Phone # of contact person: _____

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

2. Name of customer provided as reference:

1st individual: _____

Phone # of contact person: _____

2nd individual: _____

Phone # of contact person:_____

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

3. Name of customer provided as reference

1st individual:_____

Phone # of contact person:_____

2nd individual:_____

Phone # of contact person:_____

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

4. Location of the bidder's facility where bidder's equipment may be inspected:

Name:_____

Address:_____

5. List below the equipment the bidder intends to use for work performed under this contract:

4.4.2.4 MANDATORY CONTRACTOR DATA SHEET - TERMINATED CONTRACTS

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

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

1. Name of Firm:_____

Contact Person:_____

Phone Number:_____

Reason for Termination:_____

2. Name of Firm:_____

Contact Person:_____

Phone Number:_____

Reason for Termination:_____

3. Name of Firm:_____

Contact Person:_____

Phone Number:_____

Reason for Termination:_____

4.4.2.5 SAMPLES/SAMPLE TESTING

Not applicable to this procurement.

4.4.2.6 FINANCIAL CAPABILITY OF THE BIDDER

If requested by the State, the bidder shall provide proof of its financial capacity and capabilities to undertake and successfully complete the contract. To satisfy this requirement, the bidder shall submit a certified financial statement, including applicable notes, reflecting the bidder's assets, liabilities, net worth, revenues, expense, profit or loss and cash flow for the most recent calendar year or the bidder's most recent fiscal year; or if a certified financial statement is not available, then either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statement. In addition, the bidder must submit a bank reference. The bidder may provide all this information with the bid proposal. However, if it is not, and the State deems this information necessary for the evaluation of the bid proposal it must be provided within seven (7) working days after a written request.

4.4.3 COST PROPOSAL

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

4.4.4 PRICE SHEET INSTRUCTIONS

The bidder may bid for either one or more counties. However, for each county chosen, the bidder must submit prices for both straight time and overtime rates for item "A" (tree trimming and removal) and item "B" (stump removal) in order to be considered for award. Failure to submit prices for either straight time or overtime rates for item "A" or "B" will result in its bid proposal being rejected for that county.

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 [Appendix 1](#) of the RFP take precedence over the Standard Terms and Conditions of the RFP.

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

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

5.2 BUSINESS REGISTRATION

See Standard Terms & Conditions, [Appendix 1, Section 1.1](#).

5.3 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of two years. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of two (2) one-year periods, by the mutual written consent of the contractor and the Director.

5.4 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 120 days beyond the expiration date of the contract.

5.5 AVAILABILITY OF FUNDS

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

5.6 CONTRACT AMENDMENT

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

5.7 PROCEDURAL REQUIREMENTS AND AMENDMENTS

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

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

5.7.3 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.

5.8 ITEMS ORDERED AND DELIVERED

The **Using Agencies** are authorized to order and **the contractor(s)** are authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agencies revealij that services 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 in the termination of the contract or in the award of any 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.

5.9 DISCLOSURE OF PRODUCT COMPOSITION

Not applicable to this procurement.

5.10 REMEDIES FOR NON-PERFORMANCE

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

5.11 Not applicable to this procurement.

5.12 Not applicable to this procurement.

5.13 Not applicable to this procurement.

5.14 PERFORMANCE BOND

Not applicable to this procurement.

5.15 CLAIMS

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

5.16 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as listed in paragraph 3.19 of this RFP's standard terms and conditions, the contractor must provide, on a quarterly basis, to the Purchase Bureau buyer assigned, a record of all purchases made under its contract. 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 under contract, subtotaled by product.

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

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

Failure to submit these mandated reports will be a factor in future award decisions.

6.0 PROPOSAL EVALUATION/CONTRACT AWARD

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

6.1.1 Price - Total price per county; which includes straight time and overtime rates for both items "A" and "B".

For evaluation purposes only, each of the four items in the county groupings will be assigned a value in hours. The number of hours for each line item will be multiplied by the bid price and the resulting numbers will be added together for one total price per county.

- (1) Item "A" straight time shall be 97 hours.
- (2) Item "B" straight time shall be 1 hour.
- (3) Item "A" overtime shall be 1 hour.
- (4) Item "B" overtime shall be 1 hour.

The number of hours used for evaluating pricing will be found on the price sheets under quantity. However, it is important to note that they appear for evaluation purposes only. The using agencies will determine the actual number of hours of service required in each county.

6.1.2 Experience of the bidder

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

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

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

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

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

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer

will be the sole point of contact regarding any request for an oral presentation or clarification.

6.3 A primary and secondary contract award shall be made, on a per county (grouping) basis, with reasonable promptness by written notice to that responsible bidder(s), whose bid proposal(s), conforming to this RFP, 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 so to do.

7.0 ATTACHMENTS, SUPPLEMENTS AND APPENDICES

ATTACHMENTS - To be submitted with bid proposal.

1. [Ownership Disclosure Form](#)
2. [MacBride Principles Form](#)
3. [Affirmative Action Supplement Forms](#)
4. [Cooperative Purchasing Form](#)
5. [Reciprocity Form](#) (*Optional*)

APPENDICES

1. [NEW JERSEY STANDARD TERMS AND CONDITIONS](#)
2. [SET-OFF FOR STATE TAX NOTICE](#)

APPENDIX 1 NJ STATE STANDARD TERMS AND CONDITIONS

STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS

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

1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

- 1.1 **BUSINESS REGISTRATION** - All New Jersey and out of State Corporations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey. Proof of valid business registration with the Division of Revenue, Department of the Treasury, State of New Jersey, should be submitted by the bidder and, if applicable, by every subcontractor of the bidder, with the bidder's bid. No contract will be awarded without proof of business registration with the Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG. can be filed online at <http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity>
- 1.2 **ANTI-DISCRIMINATION** - All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.
- 1.3 **PREVAILING WAGE ACT** - The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act.
- 1.4 **AMERICANS WITH DISABILITIES ACT** - The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101 et seq.
- 1.5 **THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.
- 1.6 **OWNERSHIP DISCLOSURE** - Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.
- 1.7 **COMPLIANCE - LAWS** - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.
- 1.8 **COMPLIANCE - STATE LAWS** - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.
- 1.9 **COMPLIANCE - CODES** - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.

2. LIABILITIES

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

STATE OF NEW JERSEY
Purchase Bureau - Bid Ref.#

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

- a. General liability policy as broad as the standard coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include:
1. BROAD FORM COMPREHENSIVE GENERAL LIABILITY
 2. PRODUCTS/COMPLETED OPERATIONS
 3. PREMISES/OPERATIONS

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

- b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than

\$100,000 BODILY INJURY, EACH OCCURRENCE
\$100,000 DISEASE EACH EMPLOYEE
\$500,000 DISEASE AGGREGATE LIMIT

3. TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU

- 3.1 CONTRACT AMOUNT** - The estimated amount of the contract(s), when stated on the Advertised Request for Proposal form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.
- 3.2 CONTRACT PERIOD AND EXTENSION OPTION** - If, in the opinion of the Director of the Division of Purchase and Property, it is in the best interest of the State to extend an contract entered into as a result of this Request for Proposal, the contractor will be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the contract. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

3.3 BID AND PERFORMANCE SECURITY

- a. Bid Security - If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17: 24- 2.4. Acceptable forms of bid security are as follows:
1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.
 2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:

- a. Issue an award notice for those offers accepted by the State;
- b. Return all bond securities to those who have not been issued an award notice.

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

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

The Performance Security must be submitted to the State within 30 days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit performance security may result in cancellation of contract for cause pursuant to provision 3.5b,1, and nonpayment for work performed.

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

3.5 TERMINATION OF CONTRACT

- a. Change of Circumstances

Where circumstances and/or the needs of the State significantly change, or the contract is otherwise deemed no longer to be in the public interest, the Director may terminate a contract entered into as a result of this Request for Proposal, upon no less than 30 days notice to the contractor with an opportunity to respond.

In the event of such termination, the contractor shall furnish to the using agency, free of charge, such reports as may be required,

- b. For cause:
 1. Where a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seq., the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
 2. Where a contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping etc., so that the Director is repeatedly required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
- c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.
- d. In the event of termination under this section, the contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

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

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

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

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

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

In order for the State contract to be extended to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education the bidder must agree to the extension and so state in his bid. proposal. The extension to counties municipalities, school districts, volunteer fire departments, first aid squads and Independent Institutions of higher education must 'be under the same terms and conditions, including price, applicable to the State.

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

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

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

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

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

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

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

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

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

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

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.

- c. All new machines are to be guaranteed as fully operational for the period stated in the Request For Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.
- d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
- f. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

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

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

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

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

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

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

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

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

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

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

4. TERMS RELATING TO PRICE QUOTATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

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