

# Request for Proposal 08-X-39865

Rebid of 07-X-37716

## For: Biodiesel Fuel --- T-1844

Event	Date	Time
<b>Bidder's Electronic Question Due Date</b> (Refer to <a href="#">RFP Section 1.3.1</a> for more information.)	October 5, 2007	5:00 PM
<b>Bid Submission Due Date</b> (Refer to <a href="#">RFP Section 1.3.2</a> for more information.)	October 26, 2007	2:00 PM

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

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

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

Using Agency/Agencies

State of New Jersey  
Cooperative Purchasing Members

Date: September 17, 2007

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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 State Using Agencies. The purpose of this RFP is to solicit bid proposals for the supply and delivery of Bio-Diesel Fuel for motor vehicles.

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

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

The State intends to extend the contracts 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**

#### **1.2.1 NOTICE OF AWARD FOR CURRENT CONTRACT**

This is a rebid of RFP 07-X-37716. This is a reprocurement of the Fuel, Biodiesel (B20) term contract, presently due to expire on September 30, 2007. It is a rebid of RFP 07-X-37716. Bidders who are interested in the current contract specifications and pricing information may review the current contract T #1844 at <http://www.state.nj.us/treasury/purchase/contracts.htm>

#### **1.2.2 SIGNIFICANT CHANGES FROM PREVIOUS RFP (03-X- 34465) FOR T-1844**

- Previously this contract has been bid with one award for the entire state. There has been increasing usage, albeit primarily on the part of Cooperative Purchasing participants during the current contract. We also anticipate increasing interest in alternative fuel over the period of this contract. Therefore, the State of New Jersey anticipates making awards in four regions (North, Central, Capitol and South).
- Ultra Low Sulfur Diesel will now replace the Low Sulfur Diesel.
- Previously an award was made for only the B20 blend. B5 is also included in this reprocurement.

- Unless notified otherwise via an addendum to this RFP, it will now be required that each bidder be a BQ-9000 certified marketer or BQ-9000 accredited producer under the National Biodiesel Board's BQ-9000 program, or be partnered with a BQ-9000 certified marketer or a BQ-9000 accredited producer.
- Although requested under past contracts, the requirement for submission of Contract Activity Reports was not enforced. Effective with this contract, as per Section 5.10 of this RFP, the Contractor(s) must provide, on a semi-annual basis, a Contract Activity Report containing a record of all purchases made under their award resulting from this RFP, to the Purchase Bureau buyer assigned. This includes purchases made by all State Using Agencies including the State and political sub-divisions and cooperative purchasing partners including quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges. Failure to report this mandated information will be a factor in future award decisions.

### 1.2.2 CHANGES FOR THIS REBID FROM 07-X-37716 RFP

- RFP 37716 included the B20 and B5 blends. B10 is also included in this procurement.
- Revisions to Specifications
- Information regarding the Diesel Retrofit Program rule has been added in Section 3.11
- All bidders are to submit detailed information regarding the bidder/partners/subcontractors (any parties involved) involved in the entire process from supplying the B100 and ultra low sulfur diesel, blending and delivering the product, including a detailed description of monitoring and testing programs and any other steps that will be taken to ensure the quality of the diesel and biodiesel components of the fuel, as well as the blended product.
- A copy of BQ-9000 certification should be included in the bid proposal. If it 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 five (5) business days, the State may deem the proposal non-responsive
- A link to the BQ-9000 program is now provided.
- Delivery/Subcontracting has been added to the bidder qualification form
- Price Sheets have been revised to include three tank size ranges.
- A Mandatory Pre-Bid Conference was required for 07-X-37716 but is not required for 080X-39865.

### 1.3 KEY EVENTS

#### 1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

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

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

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

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

### 1.3.2 SUBMISSION OF BID PROPOSAL

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

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

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

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

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

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

### 1.4 ADDITIONAL INFORMATION

#### 1.4.1 ADDENDA: REVISIONS TO THIS RFP

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

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

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

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

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

#### 1.4.2 BIDDER RESPONSIBILITY

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

#### 1.4.3 COST LIABILITY

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

#### 1.4.4 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. The State does not propose to negotiate and/or pursue a Best and Final Offer.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.**

By signing the cover sheet of this RFP, the bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to State using agencies and cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

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

In accordance with N.J.A.C. 17:12-1.22, "Bid Errors," a bidder may withdraw its bid as follows:

A bidder may request that its bid be withdrawn prior to bid opening. Such request must be made, in writing, to the Supervisor of the Business Unit. If the request is granted, the bidder may

submit a revised bid as long as the bid is received prior to the announced date and time for bid opening and at the place specified.

If, after bid opening but before contract award, a bidder discovers an error in its proposal, the bidder may make written request to the Supervisor of the Business Unit for authorization to withdraw its proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. Note: a PB-36 complaint form may be filed and forwarded to the Division's Contract Compliance and Administration Unit (CCAU) for handling. A record of the complaint will also be maintained in the Division's vendor performance file for evaluation of future bids submitted.

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

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

If during a bid evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the bidder. The bidder will have five days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its bid shall be considered withdrawn, and no further consideration shall be given it.

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

#### 1.4.7 JOINT VENTURE

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



## **2.0 DEFINITIONS**

### **2.1 GENERAL DEFINITIONS**

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

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

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

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

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

**Contractor** - The contractor is the bidder awarded a contract.

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

**Division** - The Division of Purchase and Property.

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

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

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

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

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

**State** - State of New Jersey

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

## 2.2 CONTRACT SPECIFIC DEFINITIONS

**B5 - Blended Biodiesel Fuel** - A blend of 5% B100 fuel and 95% Ultra Low Sulfur Diesel Fuel.

**B10- Blended Biodiesel Fuel** - A blend of 10% B100 fuel and 90% Ultra Low Sulfur Diesel Fuel.

**B20 - Blended Biodiesel Fuel** - A blend of 20% B100 fuel and 80% Ultra Low Sulfur Diesel Fuel.

**B100** - 100% biodiesel fuel which must be of a grade manufactured in accordance with ASTM Standard 6751, or the latest revision thereof, for use in compression ignition, internal combustion (diesel) engines.

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

**Ultra Low Sulfur Diesel Fuel** - Diesel fuel with sulfur levels 15 parts per million or lower pursuant to **40 CFR, Part 80**, Subpart I.

**Upcharge/Downcharge** - An upcharge consists of all costs associated with the delivery of the fuel to the site, including but not limited to labor, profit, delivery charges, any taxes or fees not covered in this RFP Section 4.4.7, etc. to be added to the fuel prices as calculated according to the methodology described in this RFP. A downcharge is the same except it is subtracted from the fuel prices as calculated according to the methodology described in this RFP. For biodiesel fuel the cost of bio diesel processing shall be included in the upcharge/downcharge

### **3.0 COMMODITY DESCRIPTION/SCOPE OF WORK**

#### **3.1 GENERAL**

State locations requiring bulk deliveries of Bio-Diesel Fuel for motor vehicles are listed on the price sheets. Currently, there is only one state location. There has been increasing usage, albeit primarily on the part of Cooperative Purchasing participants during the prior contract. There are also four regions listed on the price sheets to be used for future State Using Agency locations which may be added over the term of the contract and for contracts awarded to the Purchase Bureau's cooperative purchasing participants. A list of Cooperative Purchasing participants in the State's Biodiesel Fuel Rebate Program, or that have applications pending with that program, is included as Appendix 1.

Significant changes from the previous RFP are described in Section 1.2.2

#### **3.2 BIODIESEL FUEL SPECIFICATIONS**

All Biodiesel Fuel supplied under this contract must conform in every respect to all standards and regulations established by Federal and New Jersey State laws. If any of the applicable standards and regulations is updated/revised during the term of the contract; the contractor must conform to the latest version.

Fuel supplied under this contract shall comply with the requirements of ASTM D6751 "Standard Specification for Biodiesel Fuel Blend Stock (B100) for Middle Distillate Fuels", or the latest revision thereof, (Refer to SOW-Appendix 2 for information on obtaining the entire standard) and the New Jersey Department of Environmental Protection "Air Pollution Control (Sulfur in Fuel), NJAC Title 7, Chapter 27, (SOW-Appendix 3) to this RFP.

NOTE: The fuel specifications and standards have previously been physically located within the Commodity Description/Scope of Work. In order to simplify the Scope of Work, they are now appendices as identified above. It is still a requirement that all fuel supplied under this contract shall comply with the requirements of the specifications and standards listed in the paragraph above.

##### **3.2.1 ULTRA LOW SULFUR DIESEL FUEL**

3.2.1.1 The Ultra Low Sulfur Diesel Fuel must be of a grade now regularly manufactured and suitable for use in compression ignition, internal combustion, diesel engines.

3.2.1.2 The Ultra Low Sulfur Diesel Fuel, shall be uniform, first quality, ultra low sulfur type, which shall conform in all aspects to the requirements, as set forth in US Department of Commerce Standards CS-12-48, or the latest revision thereof, for domestic and industrial fuels and Chapter X of the NJ Air Pollution Control Code on "Control and Prohibition of Air Pollution from Sulfur Dioxide caused by the combustion of Fuel", as per specifications listed below and herein made a part of this solicitation and as adopted by the NJ Department of Health.

3.2.1.3 Ultra Low Sulfur Diesel Fuel:

- General: The fuel oil shall be clear hydrocarbon oil, free from sediment, water or suspended matter.
- Physical and Chemical: The diesel fuel must conform to the following minimum requirements.

PROPERTIES	VALUES
Flash Point, degree F, minimum	125 or legal
Cloud Point, degree F, maximum	20
Kinematic Viscosity @ 100 Degrees F	
Centistoko, Minimum	2.0
Centistoko, Maximum	4.3
Distillation temperature Degrees F	
90% Point Maximum	640
90% Point Minimum	540
Sulfur, % by weight maximum	0.0015
Copper Strip Corrosion	
3 hour @122 Degrees F	3
Cetane Number, minimum	40
Water & Sediment, % by Volume, Maximum	0.05

### **3.2.2 SPECIFICATION FOR 100% BIODIESEL (B100)**

3.2.2.1 The 100% biodiesel must be of a grade manufactured in accordance with the ASTM Standard D6751, or the latest revision thereof, for 100% biodiesel manufactured for use in compression ignition, internal combustion (diesel) engines.

3.2.2.2 The 100% biodiesel, shall be clear renewable lipid feed-stock oil, free from sediment, water or suspended foreign matter.

3.2.2.3 It will be the responsibility of the successful bidder to determine the best base oil feedstock available to produce the 100% biodiesel.

3.2.2.4. This solicitation does not, in any way, restrict the successful bidder from selecting which oil feedstock would be the best selection to produce the 100% biodiesel based on any number of factors including but not limited to, availability, cost, or quality of oil feedstock.

3.2.2.5 The use of any appropriate biodiesel feedstock is acceptable provided the characteristics of the final 100% biodiesel product are consistent with the ASTM specifications outlined below, prior to blending with the diesel fuel.

# ASTM D6751-07a

March 2007

Biodiesel is defined as the mono alkyl esters of long chain fatty acids derived from vegetable oils or animal fats, for use in compression-ignition (diesel) engines. This specification is for pure (100%) biodiesel prior to use or blending with diesel fuel.

<u>Property</u>	<u>ASTM Method</u>	<u>Limits</u>	<u>Units</u>
Calcium & Magnesium, combined	EN 14538	5 max	ppm (ug/g)
<b>Flash Point (Closed cup)</b>	<b>D93</b>	<b>93 min.</b>	<b>Degrees C</b>
Alcohol control (One of the following must be met)			
1. Methanol Content	EN14110	0.2 max	% volume
2. Flash Point	D93	130 min	Degrees C
<b>Water &amp; Sediment</b>	<b>D2709</b>	<b>0.05 max.</b>	<b>% vol.</b>
Kinematic Viscosity, 40 C	D445	1.9-6.0	mm <sup>2</sup> /sec.
Sulfated Ash	D874	0.02 max.	% mass
<b>Sulfur</b>			
<b>S15 Grade</b>	<b>D5453</b>	<b>0.0015 max.</b>	<b>ppm</b>
<b>S500 Grade</b>	<b>D5453</b>	<b>0.05 max.</b>	<b>ppm</b>
Copper Strip Corrosion	D130	No. 3 max.	
Cetane	D613	47 min.	
<b>Cloud Point</b>	<b>D2500</b>	<b>Report</b>	<b>Degrees C</b>
Carbon Residue			
100 % Sample	D4530*	0.050 max.	% mass
<b>Acid Number</b>	<b>D664</b>	<b>0.50 max.</b>	<b>mg KOH/gm</b>
<b>Free glycerin</b>	<b>D6584</b>	<b>0.020 Max.</b>	<b>% mass</b>
<b>Total glycerin</b>	<b>D6584</b>	<b>0.240 Max.</b>	<b>% mass</b>
Phosphorus Content	D4951	0.001 max.	% mass
Distillation, T90 AET	D1160	360 max.	Degrees C
Sodium/Potassium	UOP 391	5 max.	ppm
<b>Oxidation Stability</b>	<b>EN 14112</b>	<b>3min</b>	<b>hours</b>
<b>Workmanship</b>	<b>Free of undissolved water, sediment &amp; suspended matter.</b>		

**Bold = BQ-9000 Critical Specification Testing Once Production Process Under Control**

\* The carbon residue shall be run on the 100% sample.

# A considerable amount of experience exists in the US with a 20% blend of biodiesel with 80% diesel fuel (B20). Although biodiesel (B100) can be used, blends of over 20% biodiesel with diesel fuel should be evaluated on a case-by-case basis until further experience is available.

NOTE: The entire ASTM Standard is available from ASTM Customer Service.  
(Refer to Appendix 2)

**3.2.3 SPECIFICATION FOR FUEL OIL #2D (DIESEL - WINTER MIX)**

3.2.3.1 The purpose and intent of this specification is to obtain Diesel - Winter Mix, which is a blend of Fuel Oil #1 (Kerosene), and Diesel Fuel, in a percentage of mix prescribed and offered by the bidder, or by the addition of a chemical additive.

3.2.3.2 The Winter Mix, regardless of method of formulation used, must meet or exceed the following criteria:

Property =====	Value =====
Cloud Point - Degrees F, Maximum	+5
Pour Point - Degrees F, Maximum	0
Sulfur - Percent, Maximum	0.0015

3.2.3.3 The contractor is required to have Diesel – Winter Mix, available from October 15 through April 15. The Using Agency shall specify the Biodiesel Blend to be delivered and whether it will be Winter Mix or not when they place the order.

3.2.3.4 The Bidder is to indicate the method of blend (mix) on the sheet “Bidder's Data Specific to Biodiesel RFP”. It is essential that the bidder list the below information as it may be a factor in determining an award. Failure to provide the required information in the Bidder's Data Specific to Biodiesel RFP may be cause for rejection of the bid.

CHEMICAL ADDITIVE: (Mfg & Type):  
or  
KEROSENE (% of Mix with ULSD):

If the blend (mix) is other than the above, the bidder is to explain.

3.2.3.5 The bidder should be aware that when an order has been placed for the Winter Mix, it must already have been blended at the vendor location and delivered to the Using Agency, as the finished product.

**3.2.4 BLENDED BIODIESEL FUEL – B5, B10 AND B20**

The biodiesel blend must meet the most current applicable ASTM standards for B100, ultra-low sulfur diesel, and any biodiesel blend created by the mixing of B100.

The biodiesel blend must meet the cloud point specification for ultra low sulfur diesel fuel or winter mix, as applicable, depending on the month in which the fuel is supplied.

**3.3 QUANTITIES**

3.3.1 The State reserves the right to order any quantity necessary to meet the State Using Agency's requirements. No guarantee is made by the State to purchase any amount of product from any contractor as a result of prices offered by the bidder and approved by the State.

3.3.2 For bidding purposes, it is estimated that the total amount of contracts entered into for New Jersey State Agencies as a result of this proposal shall be approximately \$225,000.00 over the three year period of the contract.

3.3.3 The quantities listed on the pricing sheets are estimates based on previous usages for a one (1) year period. The State will not be bound to the quantities indicated. The RFP reflects all delivery and billing information at each location. Contractors are requested to contact the Procurement Specialist in writing in case of a discrepancy.

3.3.4 The State reserves the right to bid individual requirements separate from any contract(s) resulting from this RFP, if deemed to be in the best interest of the State.

3.3.5 Please note that on previous biodiesel contracts there was a single award covering the entire state, whereas for this procurement there may be multiple awards made to cover the specified location(s) and four regions.

3.3.6 According to information provided by the Board of Public Utilities (BPU), during the three years from September 2003 through September 2006, the NJDOT purchased approximately 238,000 gallons of B20. Since April 2004, the BPU has reimbursed participants in the Biodiesel Fuel Rebate Program for the purchase of 864,000 gallons of B20 and 143,000 gallons of B5. The majority of those B20 gallons were purchased using the state term contract. The total biodiesel blend gallons used in the past 3 years was approximately 1,245,000 gallons. Assuming an average cost per gallon of \$1.50, the total value of the biodiesel used [including Cooperative Purchasing Participants] during the past 3 years would be approximately \$1,867,500. BPU also has agreements pending with local government agencies that will use an additional 500,000 gallons per year. It is estimated that local government participants in the State's Cooperative Purchasing Program will purchase approximately 2,400,000 gallons of biodiesel blends during the three year term of the contract. (See Appendix 1 also.)

### 3.4 DELIVERY

#### 3.4.1 ORDINARY DELIVERY

Unless otherwise indicated herein, all deliveries are to be made within two (2) days following the receipt of an order or verbal notification by a Using Agency.

#### 3.4.2 EMERGENCY DELIVERY

Unless otherwise indicated herein, all emergency deliveries are to be made within twenty-four (24) hours upon receipt of verbal notification from a Using Agency.

#### 3.4.3 FOB DESTINATION

All deliveries will be FOB destination.

#### 3.4.4 HOURS OF DELIVERY

Unless otherwise indicated herein, all deliveries will be accepted only between the hours of 8:00 AM and 3:30 PM, Monday through Friday, holidays excepted, unless otherwise agreed upon by the Using Agency and the contractor.

#### 3.4.5 DELIVERY SCHEDULING / FUEL DISPENSING AND SPILL PREVENTION REQUIREMENTS

See Section 3.9.3 of this RFP for delivery scheduling requirements under the New Jersey Department of Environmental Protection fuel dispensing and spill prevention regulations.

### 3.4.6 DELIVERY SUBCONTRACTORS

In the event the bidder proposes to use subcontractors for the actual fuel delivery, the name(s), address, telephone and fax number and a description of the services to be provided by their subcontractor(s) must be submitted as part of the bid response for approval. The State reserves the right to inspect the subcontractor(s) facilities in order to determine their ability to satisfactorily perform under delivery conditions set forth herein.

### 3.4.7 DOCUMENTATION OF RATIO OF BIODIESEL BLEND

The contractor shall furnish to the delivery location with each and every delivery of biodiesel fuel, a standard bill of lading containing the product code, product description and total quantity volume. The contractor should furnish to the Using Agency, with the invoice (providing the contract # and contract line number(s)) --- documentation listing the exact quantity and price per gallon of both the diesel fuel and 100% biodiesel that has been used to produce the final blended product. If it is found that the quantities used to produce the final blended biodiesel are incorrect, the contractor will be responsible to immediately take the necessary measures to ensure that the required ratio for the blend is maintained. If the contractor does not comply, the Using Agency shall file a formal complaint with the Contract Compliance Administration Unit.

## 3.5 INSPECTION AND ACCEPTANCE OF DELIVERY

### 3.5.1 INSPECTION AND TEST CERTIFICATION SEALS

The bidder's current "Inspection and Test Certification Seals", on delivery measuring meters and compartments will be accepted in connection with Form 50 "Weights and Measures Certificate", previously obtained by the bidder from the New Jersey Weights and Measures Bureau.

### 3.5.2 MEASURING DEVICES CHECKS

3.5.2.1 The State reserves the right to have all measuring devices rechecked, at any time during the life of the contract. Spot checks at delivery points may also be made.

3.5.2.2 If rechecks disclose any discrepancy in the number of gallons shown on the delivery ticket and the actual number of gallons delivered, use of such equipment will not be permitted until certification has been received from the New Jersey Weights and Measures Bureau that the measuring device is accurate, or has been corrected.

3.5.2.3 Upon notification to the Director, the Using Agency has the right to refuse delivery by metered trucks with broken seals. The contractor with the defective measuring device will be charged the added cost of obtaining fuel from an emergency source, until the defective metering device has received the necessary certification.

### 3.5.3 TEST SAMPLING

3.5.3.1 Prior to delivery of a load of fuel, a Using Agency may periodically and without notice request an immediate on-site evaluation of the fuel by asking for a visual ASTM haze rating test. If requested, the contractor shall take a clean dry sample bottle, fill it on-site prior to off-loading and hand it to the fuel recipient to visually inspect for water and contamination against an ASTM bar chart. If the sample contains an inordinate amount of sedimentation or moisture, the using agency reserves the right to decline delivery of the load.



3.5.3.2 The Using Agency reserves the right to periodically ask that a sample be taken directly off the fuel delivery truck, for the purpose of submitting the sample to an independent laboratory for fuel analysis, to determine whether the product meets specifications. Areas of interest for analysis of the blended fuel include, but are not limited to, flash point, free and total glycerin, acid value and cloud point. The contractor shall provide a clean, sealable one gallon container, and the Using Agency shall take a gallon sample from the delivery truck, seal the container and send it to the independent testing laboratory. The Using Agency shall control the chain of custody of the sample, and shall be responsible for costs associated with sampling and testing. If the sample is found to be off-specification, however, the supplier must make the Using Agency whole, and absorb the costs associated with sampling, testing and identifying the problem.

3.5.3.3 The Using Agency will request a Certificate of Analysis (COA) for the B100 portion of each delivery of the blended biodiesel fuel, indicating that the B100 meets ASTM D6751 specifications. The COA may be attached to the Bill of Lading for the blended biodiesel fuel.

3.5.3.4 The Using Agency will request that its biodiesel fuel storage tank(s) be stuck with water finding paste by the driver before and after each delivery of blended biodiesel fuel. The contractor shall note the water contamination level on the delivery slip. The contractor has the right to refuse delivery if the Using Agency's designated biodiesel fuel storage tank is suspected of containing excessive amounts of water or contamination.

### 3.5.4 PRODUCT PERFORMANCE

If the product supplied is not giving satisfactory performance or requires an excessive amount of repair or maintenance to vehicles or dispensing equipment, the contractor will be notified in writing of the deficiency(ies). After such notice, the contractor must correct the deficiency(ies) within a reasonable time under the circumstances but, in no event, more than ten (10) days, at no cost to the Using Agency. Failure to respond or to respond inadequately may result in termination of the contract. Any fuel that is delivered and found to not meet contract specifications shall be removed by the contractor and replaced with a delivery of fuel meeting contract specifications, at no cost to the State or using entity.

## 3.6 CRITERIA FOR QUALIFICATION

### 3.6.1 QUALIFICATION OF BIDDERS

No bid will be considered for a fuel oil term contract unless the bidder meets the following conditions:

3.6.1.1 The bidder owns and has in operation, a permanently established bulk storage plant with stationary tanks, or complies with Section 3.6.1.3 of this RFP.

3.6.1.2 The bidder's source of supply is with a BQ-9000 certified marketer or BQ-9000 accredited producer. Letters of guaranteed supply from the bidder's source must be submitted at the request of the State but are not required to be submitted with the bid proposal.

The following is a link to further information regarding the BQ-9000 program: <http://www.bq-9000.org/description/>. (A list of BQ-9000 certified marketers and BQ-9000 accredited producers is included as Appendix 5.)

3.6.1.3 Bidders who do not have a bulk storage plant with stationary tankage, must submit at the request of the State, a letter from its source of supply, stating that it is committed for a certain number of gallons and that the source of supply will, in turn, guarantee that amount of supply to

the bidder. Letters of guaranteed supply from the bidder's source are not required to be submitted with the bid proposal.

3.6.1.4 The bulk storage plant is located within a reasonable distance from the point to which deliveries are to be made by transport tank wagon. The decision of the State shall be final as to whether or not the storage plant is sufficiently close enough to protect the interests of the State of New Jersey.

3.6.1.5 The State reserves the right to request information, such as but not limited to, the following from any bidder/contractor. The bidder/ contractor must, if requested, show evidence to the State, that it has adequate facilities, equipment, resources, etc. to perform all requirements of the contract.

3.6.1.5.1 Letters of guaranteed supply from the bidder's source.

3.6.1.5.2 Certified analysis of the fuel oil offered, with such analysis to be done by an independent testing laboratory, or the refiner. The certified analysis is to be provided by the bidder at no cost to the State.

3.6.1.5.3 A certified list/statement of equipment (transport, tank wagons, barges, tank cars, barrels, etc.), if not already submitted with the bid proposal, that the bidder actually owns, for delivery of products from bulk plants to the Using Agency locations.

### 3.6.2 BQ- 9000 CERTIFICATION

The bidder must be a BQ-9000 certified marketer or BQ-9000 accredited producer under the National Biodiesel Board's BQ-9000 program, or be partnered with a BQ-9000 certified marketer or a BQ-9000 accredited producer, and must, if requested, show evidence to the State, that it has adequate facilities and equipment to perform all requirements in the event of award.

If the bidder is not BQ-9000 certified or accredited, but is partnered with a BQ-9000 certified marketer or a BQ-9000 accredited producer, the bidder must indicate what quality control measures will be implemented to ensure product integrity. This should include information on the bidder's monitoring and testing programs and any other steps that will be taken to ensure the quality of the diesel and biodiesel components of the fuel, as well as the blended product.

The following is a link to further information regarding the BQ-9000 program: <http://www.bq-9000.org/description/>. (A list of BQ-9000 certified marketers and BQ-9000 accredited producers is included as Appendix 5.)

**All bidders are to submit detailed information regarding the bidder/partners/ subcontractors (any parties involved) involved in the entire process from supplying the B100 and Ultra Low Sulfur Diesel, blending and delivering the product. This should include a detailed description of the bidder's monitoring and testing programs and any other steps that will be taken to ensure the quality of the diesel and biodiesel components of the fuel, as well as the blended product. Attach additional sheets if necessary.**

### 3.6.3 QUALIFICATION / REFINER, DISTRIBUTOR OR DEALER

The bidder must provide the following information on the Bidder Data Form Specific to Fuel Procurements:

Refinery

Location of Refinery (City & State)

Brand name of Fuel Oil

Delivery Terminal

Location of Bidder's Storage Facility/ies (City & State)

Storage Capacity for each Facility Listed Above (List City & State and capacity at each, in gallons)

Indicate Relationship at Storage Facility/ies (i.e.: Owner, Co-mingle, Lease Agreement, etc.)

List of metered trucks, tank wagons, etc. by type & capacity of each, whether owned, leased, subcontracted, etc.

Line of Credit with Refiner (s)

In the event any of the foregoing information changes during the contract period, the contractor must inform the Purchase Bureau, in writing, within five (5) working days of the change.

### 3.6.4 EXAMINATION OF BIDDER/CONTRACTOR DOCUMENTS AND BUSINESS

The bidder/contractor will agree that the Director, or a designated representative, who is an employee of the State of New Jersey, shall have the right by appointment, to examine the books, records, documents and other data of the bidder/contractor business department, as may be necessary to verify the bidder/contractor warranties of established selling prices and notices of increase/decrease in prices in connection with the contract.

### 3.7 DATA CONTAINED IN THIS BID SOLICITATION

**3.7.1 It is the bidder's responsibility to become familiar with all the locations for which a bid is submitted.** The successful bidder(s) will be required to have the proper equipment and personnel to service the locations awarded in the resultant contract.

3.7.2 The data such as "Fuel Tank Size", "Contact Persons", "Addresses", "Phone and Fax Numbers", contained in this bid proposal is based on information provided to the Purchase Bureau by New Jersey State Agencies. This information needs periodic updating and may not always be current. Using Agencies and vendors are both requested to thoroughly review the individual locations for accuracy and to report any corrections by e-mail to the Procurement Specialist for this contract.

3.7.3 Using agencies were instructed to provide estimated quantities for a one (1) year period which should be based on previous usage. The State will not be bound to the quantities indicated.

### 3.8 ADDITIONAL LOCATIONS

Contractors will be required to service additional locations, which may be added to the contract during its term, within the areas of the State near those already being serviced by the contractor. Additions/Deletions/ Revisions to the contract will be published in the form of Amendments to the Notice of Award.

Locations to be added and Cooperative Purchasing Participants will use the pricing for the region the location is in for the Blend to be delivered.

If a location to be added is near an existing location receiving that blend, that has a similar tank size and annual consumption rate, the “added “ location may adopt the prices and contractor that services the existing location, if it is in the best interests of the State.

### **3.9 DISPENSING OF FUEL AND SPILL PREVENTION REQUIREMENTS**

#### **3.9.1 GENERAL**

DEP has adopted amendments to the New Jersey Pollutant Discharge Elimination System (NJPDES), N.J.A.C. 7:14A-24, requiring Using Agencies that meet specific criteria to apply for NJPDES permits. The new amendment also requires Using Agencies to meet specific standards, measurable goals, and implementation schedules. Attachment D of the Highway Agency Stormwater General Permit, (Appendix 4 to this RFP), outlines the required practices for fueling operations, vehicle maintenance and good housekeeping SBRs (Statewide Basic Requirements) that a Using Agency must follow.

#### **3.9.2 CONTRACTOR RESPONSIBILITIES**

- There shall be no topping off of vehicles, mobile fuel tanks, and storage tanks. Drip pans must be used under all hose and pike connections and other leak-prone areas during bulk transfer of fuels.
- During bulk transfer, storm sewer inlets must be blocked, or tanks must be contained with temporary berms or temporary absorbent booms during the transfer process. If temporary berms are being used instead of blocking the storm sewer inlets, all hose connection points associated with the transfer of fuel must be within the temporary berms during the loading/unloading of bulk fuels.

It will be the Contractor’s responsibility to either provide the materials to block storm sewer inlets within 50 feet or to berm around their truck. A typical single drain grate is 23 ½ x 49 ½ inches. The largest inlet a contractor would be expected to dike is 47 x 49 ½ inches outer frame dimensions (what’s known as an "E" inlet, i.e. double grate - no curb piece).

- As per DEP Regulations, any equipment, tanks, pumps, piping and fuel dispensing equipment found to be leaking or in disrepair must immediately be repaired or replaced.

It is the Contractor’s responsibility to immediately repair or replace any of the Contractor equipment, tanks, pumps, piping and fuel dispensing equipment found to be leaking or in disrepair.

In the case of any State owned equipment, tanks, pumps, piping and fuel dispensing equipment found to be leaking or in disrepair, it is the Contractor’s responsibility to immediately notify personnel as appropriate for the particular location/circumstances at the Agency, &/or NJDEP (Warn DEP Hotline at 877-WARNDEP &/or UST Operational issues - Jonathan Berg at (609) 633-0737.) You are also requested to notify the Purchase Bureau Buyer for this contract as soon as possible.

- Contractors will be required to use drivers who have been trained in the Standard Operating Procedures for bulk fuel deliveries. The training shall incorporate the required practices for

fueling listed in Attachment D of the Highway Agency Stormwater General Permit (Appendix 4).

### **3.9.3 DELIVERY SCHEDULING**

Using Agencies that have a NJPDES permit on file should have a trained employee present to supervise during bulk transfer. The contractor must contact the key location representative one hour prior to each fuel oil delivery or the delivery may not be permitted. If an emergency situation exists, the key location representative may instruct the contractor to deliver the fuel oil without an agency employee present. Times and dates for regular and emergency deliveries will be scheduled in accordance with the original terms of the contract. Any additional agency-specific instructions will be advised separately in a future Notice of Award Amendment.

The Contractor is required to provide one hour notice prior to delivery but is not required to wait for the Using Agency to supervise the delivery as the driver is required to be trained, except in circumstances where the Using Agency provides specific instructions otherwise.

### **3.10 USE OF SUBCONTRACTORS FOR DELIVERY AND/OR OTHER SERVICES**

In the event the bidder proposes to use subcontractors to provide any services, the name(s), address, telephone and fax number and a detailed description of the services to be provided by the subcontractor(s) are required to be submitted as part of the bid response for approval as per RFP Section 4.4.5. The State reserves the right to request additional information or to inspect the subcontractor(s) facilities in order to determine their ability to satisfactorily perform the services under this RFP.

### **3.11 DIESEL RETROFIT PROGRAM RULE**

The Diesel Retrofit Program Rule, N.J.A.C. 7:27-32, requires publicly owned on-road diesel vehicles and off-road equipment to install tailpipe retrofit devices. The Rule also requires the manufacturers of these retrofit devices to provide a warranty for each retrofit device. The use of biodiesel in conjunction with some of these retrofit devices may cause the retrofit device manufacturer to void the warranty provided with the retrofit device.

## **4.0 BID PROPOSAL PREPARATION AND SUBMISSION**

### **4.1 GENERAL**

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

Note: Bid proposals shall not contain URLs (Uniform Resource Locators, i.e., the global address of documents and other resources on the world wide web) or web addresses. Inasmuch as the web contains dynamically changing content, inclusion of a URL or web address in a bid response is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that the bid's content changes as the referenced web pages change.

### **4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION**

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page <http://www.state.nj.us/treasury/purchase/bid/summary/08x39865.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

### **4.3 NUMBER OF BID PROPOSAL COPIES**

The bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit **three (3) full, complete and exact copies** of the original. The copies requested are necessary in the evaluation of the bid proposal. A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

### **4.4 BID PROPOSAL CONTENT**

#### **4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL**

##### **4.4.1.1 SIGNATORY PAGE**

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39865.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/08x39865.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/08x39865.shtml>.

#### 4.4.2 PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL

##### 4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

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

The bidder may go to [www.nj.gov/nibgs](http://www.nj.gov/nibgs) to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39865.shtml>.

##### 4.4.2.2 SMALL BUSINESS SET-ASIDE CONTRACTS

**Not Applicable**

#### 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/08x39865.shtml>.

##### 4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to submit a copy of Certificate of Employee Information or a copy of Federal Letter of Approval verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. If the bidder has neither document of Affirmative Action evidence, then the bidder must complete the attached Affirmative Action Employee Information Report (AA-302). This requirement is a precondition to entering into a State contract. The

Affirmative Action Employee Information Report (AA-302) is located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39865.shtml>.

#### 4.4.4 SUBMITTALS

##### 4.4.4.1 BIDDER EXPERIENCE - DATA SHEETS

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

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39865.shtml>.

##### 4.4.4.2 BIDDER DATA SPECIFIC TO THIS BIODIESEL FUEL PROCUREMENT

In accordance with RFP Section 3.6.1-3.6.3, the bidder must provide all of the information requested in the Bidder's Data Packet Specific to this Biodiesel Fuel Contract, located on the Advertised Solicitation, Current Bid Opportunities webpage.

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39865.shtml>.

##### 4.4.5 SUBCONTRACTOR(S)

- A. **All bidders** must complete the **Notice of Intent to Subcontract Form** whether or not they intend to utilize subcontractors in connection with the work set forth in this RFP. If the bidder intends to utilize subcontractor(s), then the **Subcontractor Utilization Plan** must also be submitted with the bid.
- B. Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.
- C. The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.
- D. The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.
- E. The bidder should provide documented experience to demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.
- F. In addition, contractors must provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any subcontractor registered as a small business with the New Jersey Commerce and Economic Growth Commission. This breakdown shall be sent to the Purchase Bureau Business Unit, Set-Aside Coordinator.

##### 4.4.6 FINANCIAL CAPABILITY OF THE BIDDER

Upon request, In order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit two years of certified financial statements that include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's



most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

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

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

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

#### **4.4.7 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.

The price the State will pay per delivered gallon of fuel is determined by adding/subtracting the upcharge/downcharge for that line item to the cost of the blend (B5, B20) of the Biodiesel fuel for that location/region.

As per the NJ Standard Terms and Conditions, Section 4.4, 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. Any other applicable taxes (i.e.: LUST tax) specific to this contract are to be incorporated into the upcharge.

#### **4.4.8 METHOD OF BIDDING OR PRICE SHEETING INSTRUCTION**

The price the State will pay per delivered gallon of fuel will be determined by adding/subtracting the constant upcharge/downcharge bid for that line item/location to the cost of the biodiesel blend based on the Journal of Commerce - Oil Price Daily and Wall Street Journal postings for the diesel and soy oil components of the Biodiesel blend.

Line(s) for the Journal of Commerce - Oil Price Daily/Wall Street Journal postings are included on the RFP/contract for the cost of the fuel and will be awarded to each successful bidder delivering that specific type of fuel. Bidders are not to fill out these lines. These are for Agency use only.

The posting of fuel prices that will be used to determine the price per delivered gallon of fuel is that posted for the day of the delivery. If the Journal of Commerce – Oil Price Daily/Wall Street Journal does not publish that day the posting will be based on the last previously published price.

The upcharges/downcharges (bid prices quoted) on the price sheets for the various locations are to be based on the cost of the Biodiesel blend (B5/B20) to be determined from the Journal of Commerce-Oil Price Daily (diesel component) and Wall Street Journal (soy component).

Successful contractors are reminded that if they fail to resolve discrepancies in arriving at the price per gallon, the State formula will prevail, and Using Agencies will be instructed to correct invoices accordingly. Using Agencies must first call the contractor to resolve pricing discrepancies. Failing to reach an agreement with the contractor, the Using Agency WILL correct/amend the contractor's invoice, and make payments using the pricing formula indicated herein.

#### **4.4.8.1 BID PRICES QUOTED (UPCHARGE/DOWNCHARGE)**

The Price Sheets that are included with this RFP show information including the desired product for each location, tank size(s), estimated quantity, Deliver To:, and Bill To:, etc. Below is an example, to point out the method used for bidding.

An upcharge consists of all costs associated with the delivery of the fuel to the site, including but not limited to labor, profit, delivery charges, etc. to be added to the fuel prices as calculated according to the methodology described in this RFP.

A downcharge is the same except it is subtracted from the fuel prices as calculated according to the methodology described in this RFP.

The price quoted by bidders in their bid proposal for each of the line items/locations is a constant upcharge/downcharge (per gallon) to be used for the entire contract period. These lines will be awarded to the responsive, responsible bidder, which would result in the lowest cost (i.e. - the highest downcharge or lowest upcharge) for each respective line/location.

The price quoted by bidders in their bid proposal will be assumed to be an upcharge unless it is clearly identified as a downcharge.

There may be lines listed on the Price Sheets as "RESERVED FOR FUTURE USE BY PURCHASE BUREAU". Bidders are not to fill out these lines. These are for Purchase Bureau use only. [For this RFP specifically - Lines #0008-0012 for B10 Biodiesel Blend are listed but are designated as reserved for future use.]

#### **4.4.8.2 SAMPLE LINE ITEM**

<b>LINE ITEM #00###</b>	<b>UPCHARGE/DOWNCHARGE BID</b>
BIODIESEL, B 20 BLEND CAPITOL REGION MERCER COUNTY TANK SIZE: 1 EA 10,000 GAL BELOW GROUND ESTIMATED QUANTITY: 100,000 GAL ORGN NO: 6000 DELIVER TO: NJ DEPARTMENT OF TRANSPORTATION FERNWOOD SERVICE STATION 999 PARKWAY AVENUE TRENTON, NJ 08625 CONTACT: SATISH BAHL PHONE: 609-530-2204 BILL TO: NJ DEPARTMENT OF TRANSPORTATION	

1035 PARKWAY AVE  
PO BOX 600  
TRENTON, NJ 08625

CONTACT: ACCOUNTS PAYABLE  
PHONE: 609-530-2341  
FAX: 609-530-6556

#### 4.4.8.3 JOURNAL OF COMMERCE - OIL PRICE DAILY POSTING (COST OF DIESEL COMPONENT OF BIODIESEL BLEND)

The price the State will pay per delivered gallon for the diesel component of the biodiesel blend will be based on the Journal of Commerce - Oil Price Daily price for ULSD for Newark, NJ for the day of delivery.

Deliveries of fuel made on weekends or holidays when the Journal of Commerce – Oil Price Daily is not published will be based on the last previously published price prior to the date of delivery.

#### 4.4.8.4 WALL STREET JOURNAL POSTING (COST OF SOY COMPONENT OF BIODIESEL BLEND)

The price the State will pay per delivered gallon for the soy component of the biodiesel blend will be based on the Wall Street Journal price for the day of delivery.

NOTE: The price of Soybean Oil listed in the Wall Street Journal is shown in pounds (lbs). In order to arrive at a price per gallon, convert soy pounds to gallons by multiplying 7.35 (a constant) by the pound price. EXAMPLE: Monday, October 9, 2006, price was 0.2275 per pound.  $0.2275 \times 7.35$  equals 1.6721 cents per gallon. The using agency need not make the conversion since it will be given as the price per gallon on the Purchase Bureau website.

#### 4.4.8.5. HOW TO DETERMINE THE PRICE FOR THE DELIVERED BIODIESEL BLEND

The price the State pays per delivered gallon of fuel is determined by adding/subtracting the upcharge/downcharge (bid price quoted) for that line item to the cost of the fuel (Journal of Commerce - Oil Price Daily/Wall Street Journal prices used for internet posting).

The contractor shall furnish to the Using Agency, with each and every delivery of biodiesel fuel, documentation listing the exact quantity and price per gallon of both the diesel fuel and 100% biodiesel that has been used to produce the final blended product. If it is found that the quantities used to produce the final blended biodiesel are incorrect, the contractor will be responsible to immediately supply the required additional amount of either diesel fuel or 100% biodiesel to ensure that the required ratio for the blend is maintained throughout the life of the contract. In the event the contractor cannot supply the necessary fuel, the Director shall order the purchase of the required amount from any available source and charge the contractor the excess costs.

EXAMPLE: A facility in Mercer County received a 1,000 gallon delivery of Biodiesel B20 on October 9, 2006. The price of the delivered Biodiesel B20 is determined as follows:

The contract vendor is ABCD Fuel Oil Company:

Upcharge Bid by ABCD Fuel Co.:	.1200 per gal
100 % Biodiesel [soy price from Internet (10/9/06) (.2275 x 7.35)]	1.6721 per gal
ULSD price from Internet (10/9/06)	1.7735 per gal

NOTE: Winter mix upcharge does not apply to this example.

ULSD component *:	$1.7735/\text{Gal} \times 800 \text{ gallons} =$	1,418.80
Soy component *:	$1.6721/\text{Gal} \times 200 \text{ gallons} =$	334.42

B 20 Upcharge: + .1200/Gal x 1000 gallons = 120.00  
Total price for 1.000 gallons of B 20 = \$1,873.22

\* Based on 80% diesel and 20% soybean oil mix for B20 blend.  
For B20 the blend is 80:20 and for B5 it is 95:5.

If the above example were to be used for the purchase of Winter Mix, and the upcharge for the Winter Mix additive was .01 per gallon, then .01 x 1000 (100) would simply be added for a total of \$1,973.22.

#### 4.4.8.6 FUEL PRICE POSTING ON PURCHASE BUREAU'S INTERNET WEBSITE

The prices to be used for State of New Jersey Fuel Contracts are posted on Purchase Bureau's Internet Website at:

[www.state.nj.us/treasury/purchase/fuel/index.html](http://www.state.nj.us/treasury/purchase/fuel/index.html).

The prices are typically posted the day following the publication date of the Journal of Commerce – Oil Price Daily.

This website enables anyone with Internet capability to locate Biodiesel prices from 2003 to the present.

To avoid any confusion, vendors and Using Agencies are strongly encouraged to use the pricing posted on the Purchase Bureau's Internet Website, as this is the official source of the prices to be used for the purposes of all the State of New Jersey term contracts for the various types of fuel.

If a Using Agency or a vendor feels that the Purchase Bureau has made a mistake with a posted price, it should be brought directly to the attention of the Purchase Bureau buyer to research. If there is an error in the posting, the Purchase Bureau buyer will correct it on the website.

#### 4.4.8.7. OTHER PRICE ITEMS

A Service Charge is authorized to any vendor required to make deliveries on weekends or holidays. The Service Charge will be shown as a FLAT RATE in a dollar amount, e.g., \$50.00 per trip.

#### 4.4.9 REGIONS

NORTH  
Bergen  
Essex  
Hudson  
Morris  
Passaic  
Sussex  
Union  
Warren

CENTRAL  
Hunterdon  
Middlesex  
Monmouth  
Ocean  
Somerset

CAPITOL  
Mercer

SOUTH  
Atlantic  
Burlington  
Camden  
Cape May  
Cumberland  
Gloucester  
Salem

#### 4.4.10 SPECIAL PRICING DUE TO UNSTABLE MARKET CONDITIONS

The State reserves the right to issue an amendment(s) to ensure that the State has an uninterrupted supply of fuel during situations created by unstable or unpredictable market conditions.

#### 4.4.11 COOPERATIVE PURCHASING

The bidder should complete the attached Cooperative Purchasing Form indicating willingness or unwillingness to extend State contract pricing and terms to Cooperative Purchasing partners

Please note that it is estimated that local government participants in the State's Cooperative Purchasing Program will purchase approximately 800,000 gallons or more of biodiesel blends per year during the three year contract period.

## **5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

### **5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

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

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage:  
<http://www.state.nj.us/treasury/purchase/bid/summary/08x39865.shtml>.

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

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

### **5.2 CONTRACT TERM AND EXTENSION OPTION**

The term of the contract shall be for a period of 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/08x39865.shtml>. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of two (2), one-year periods, by the mutual written consent of the contractor and the Director.

### **5.3 CONTRACT TRANSITION**

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

### **5.4 CONTRACT AMENDMENT**

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

### **5.5 CONTRACTOR'S WARRANTY**

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

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

## 5.6 ITEMS ORDERED AND DELIVERED

The **Using Agency[ies] is[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 07/27/07, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39865.shtml>, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

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

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

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

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

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

## 5.11 CONTRACTOR RESPONSIBILITIES

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

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

## 5.12 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Section 3.11 of the NJ Standard Terms and Conditions version 07 27 07 of this RFP.



If it becomes necessary for the contractor to substitute a subcontractor, add a subcontractor or substitute its own staff for a subcontractor, the contractor will identify the proposed new subcontractor or staff member(s) and the work to be performed. The contractor is required to provide detailed justification documenting the necessity for the substitution or addition.

The contractor is to provide detailed resumes of its proposed replacement staff or of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

The qualifications and experience of the replacement(s) are to equal or exceed those of similar personnel proposed by the contractor in its bid proposal.

The contractor is required to forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval.

No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

### **5.13 PERFORMANCE BOND**

This section supplements Section 3.3b of the NJ Standard Terms and Conditions version 07 27 07 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39865.shtml>.

A performance bond is required. The amount of the performance bond is noted on the RFP signatory page located on the Advertised Solicitation, Current Bid Opportunities <http://www.state.nj.us/treasury/purchase/bid/summary/08x39865.shtml>. The performance bond must be posted within 30 days of the effective date of the contract award. The performance bond must remain in full force and effect for the term of the contract and any extension thereof.

NOTE: A performance bond may or may not be required. The State reserves the right to adjust the amount of the performance bond based on the number of lines/estimated dollar amount of the award(s). The amount would not be anticipated to exceed \$50,000.00.

## **6.0 PROPOSAL EVALUATION**

### **6.1 EVALUATION CRITERIA**

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

6.1.1 Price

6.1.2 Experience of the bidder

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

### **6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL**

After the submission of bid proposals, unless requested by the State as noted below, vendor contact with the State is still not permitted.

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

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

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

### **6.3 BID DISCREPANCIES**

In evaluating bids:

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

## **7.0 CONTRACT AWARD**

### **7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD**

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

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

##### **7.1.1.1 DEFINITIONS**

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

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

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

##### **7.1.1.2 BREACH OF TERMS OF THE LEGISLATION**

It shall be a breach of the terms of the contract for the Business Entity to (i) make or solicit a contribution in violation of the Legislation, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate 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 P.L. 2005, C. 271

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

## 8.0 CONTRACT ADMINISTRATION

### 8.1 CONTRACT MANAGER

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

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

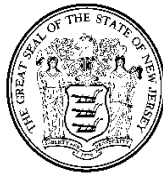
#### 8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

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

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

#### 8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

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



# State of New Jersey

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

JON S. CORZINE  
*Governor*

MICHELLENE DAVIS  
*Acting State Treasurer*

October 16, 2007

**To:** All Interested Bidders

**Re: RFP #: 08-x-39865**  
**Alternative Fuels, Biodiesel T-1844**

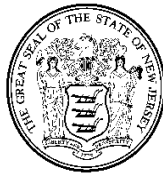
Bid Due Date: **October 26, 2007** (2:00 p.m.)

Revised Bid Due Date: **November 15, 2007** (2:00 p.m.)

## **ADDENDUM #1**

The bid opening date is rescheduled for November 15, 2007.

Addendum #2 will contain answers to questions, revisions to the RFP, clarifications, etc.



# State of New Jersey

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

JON S. CORZINE  
*Governor*

MICHELLENE DAVIS  
*Acting State Treasurer*

November 2, 2007

**To:** All Interested Bidders

**Re: RFP #: 08-x-39865**  
**Alternative Fuels, Biodiesel T-1844**

Bid Due Date: **November 15, 2007** (2:00 p.m.)

Revised Bid Due Date: **December 11, 2007** (2:00 p.m.)

## **ADDENDUM #2**

The bid opening date is rescheduled for December 11, 2007.

Addendum #3 will contain answers to questions, revisions to the RFP, clarifications, etc.