



JAMES E. MCGREEVEY
Governor

State of New Jersey
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. Box 230
TRENTON, NJ 08625-0230

JOHN E. MCCORMAC, CPA
State Treasurer

TO: All Potential Bidders

RE: RFP #: **04-X-**
RESEARCH VESSEL CHARTER SERVICES FOR THE OCEAN TRAWL SURVEY PROGRAM FOR THE BURAU OF MARINE FISHERIES, DIVISION OF FISH AND WILDLIFE

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

The following are the key dates for the project:

Date	Time	Event
08/06/2003	2:00 PM	Bid Submission Due Date

All questions concerning the RFP contents and the bidding process must be directed to the undersigned.

Sincerely,

JACKIE KEMERY
ADMINISTRATIVE ANALYST 2 PROCUREMENT

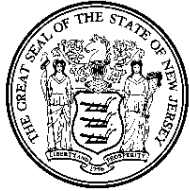
E-Mail Address: <mailto:Jacqueline.kemery@treas.state.nj.us>
Phone: (609) 292-4189
Fax: (609) 292-0490

ATTENTION VENDORS

If you are submitting a bid and are not on the Purchase Bureau's Vendor File, visit our website at <http://www.state.nj.us/treasury/purchase/forms/forms.htm/bidders> and either submit a bidders application online or download the application and instructions. If downloading, mail or fax the application to the Purchase Bureau and you will be placed on the bid list. Submitting your application online is preferable because it is easier and will get on the vendor file within a day or so.

If you're already on the Purchase Bureau bid list file and need to change your information, i.e. address change, etc., send a letter on company letterhead signed by a company officer to the Vendor Change Unit of the Purchase Bureau, 33 West State Street, PO Box 230, Trenton, New Jersey, 08625 or fax it to (609) 292-5170. The letter should list the outdated information as well as the corrections, specifying what is to be changed. Make sure you include the entire eleven -digit vendor identification number on the letter.

This does not apply to remit-to addresses. They must be processed through the OMB Vendor Control Unit. Their number is (609) 292-8124.



**STATE OF NEW JERSEY
REQUEST FOR PROPOSAL**

BID NUMBER: Buyer to Fill In

**FOR: RESEARCH VESSEL CHARTER
SERVICES FOR THE OCEAN TRAWL
SURVEY PROGRAM FOR THE
BUREAU OF MARINE FISHERIES,
DIVISION OF FISH AND WILDLIFE**

TERM CONTRACT #: **T-0838**
REQUESTING AGENCY: **STATEWIDE**

ESTIMATED AMOUNT: Buyer to Fill In
CONTRACT EFFECTIVE DATE: **11/01/03**
CONTRACT EXPIRATION DATE: **10/31/05**
COOPERATIVE PURCHASING: **ATTACHMENT 5**
SET ASIDE: SEE **RFP SECTION 4.4.1.4**

DIRECT QUESTIONS CONCERNING THIS RFP TO:
JACKIE KEMERY
PHONE NUMBER: (609) 292-4189
FAX NUMBER: (609) 292-0490
E-MAIL ADDRESS:
<mailto:Jacqueline.kemery@treas.state.nj.us>

TO BE COMPLETED BY BIDDER:

Firm Name: _____ Address: _____

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

- 1) **PROPOSALS MUST BE RECEIVED AT OR ON BEFORE THE PUBLIC OPENING TIME OF 2 PM ON 00/00/00 AT THE FOLLOWING PLACE: DEPARTMENT OF THE TREASURY, PURCHASE BUREAU, PO BOX-230, 33 WEST STATE STREET, 9TH FLOOR, TRENTON, NEW JERSEY 08625-0230. TELEPHONE, TELEFACSIMILE OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED.**
- 2) THE BIDDER MUST SIGN THE PROPOSAL.
- 3) THE PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS, F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PRICE QUOTES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT.
- 4) ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.
- 5) ALL CORRECTIONS, WHITE-OUTS, ERASURES, RESTRIKING OF TYPE, OR OTHER FORMS OF ALTERATION, OR THE APPEARANCE OF ALTERATION, TO UNIT AND/OR TOTAL PRICES MUST BE INITIALED IN INK BY THE BIDDER.
- 6) THE BIDDER MUST SUBMIT WITH THE PROPOSAL BID SECURITY IN THE AMOUNT OF \$ 0 OR 0 %.
CHECK THE TYPE OF BID SECURITY SUPPLIED:
ANNUAL BID BOND ON FILE: _____ BID BOND ATTACHED: _____
CERTIFIED OR CASHIERS CHECK ATTACHED: _____ LETTER OF CREDIT ATTACHED: _____
- 7) THE BIDDER MUST COMPLETE AND SUBMIT, PRIOR TO THE SUBMISSION OF THE PROPOSAL, OR ACCOMPANYING THE PROPOSAL, THE ATTACHED OWNERSHIP DISCLOSURE FORM. (SEE N.J.S.A. 52:25-24.2). [SEE ATTACHMENT 1](#)
- 8) THE BIDDER MUST ATTEND THE MANDATORY PRE-BID CONFERENCE(S) AND SITE VISIT(S) AT THE FOLLOWING DATE(S) AND TIME(S):
PRE-BID CONFERENCE: **N/A**
SITE INSPECTION: **N/A**

ADDITIONAL REQUIREMENTS

- 9) PERFORMANCE SECURITY: \$ 0 OR 0 %
- 10) PAYMENT RETENTION: **00%**
- 11) AN AFFIRMATION ACTION FORM ([ATTACHMENT 3 OF RFP](#))
- 12) A MACBRIDE PRINCIPALS CERTIFICATION ([ATTACHMENT 2 OF RFP](#))
- 13) REQUESTED DELIVERY: **Buyer to Fill In** FROM RECEIPT OF ORDER.
- 14) CERTIFICATION OR NOTIFICATION OF REGISTRATION WITH THE SECRETARY OF STATE IF A FOREIGN (NON-NJ) CORPORATION, IF NECESSARY (SEE N.J.S.A 14A:13-1 ET SEQ. AND N.J.A.C. 17:12-2.12).
- 15) FOR SET ASIDE CONTRACTS ONLY, N.J. DEPARTMENT OF COMMERCE CERTIFICATION OF REGISTRATION AS A SMALL, MINORITY OR FEMALE BUSINESS (SEE N.J.A.C. 17:13-3.2).

TO BE COMPLETED BY BIDDER

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

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

23) ORIGINAL SIGNATURE OF BIDDER

24) NAME OF FIRM

25) PRINT/TYPE NAME AND TITLE

26) DATE

PBRFP-2 R7/02



Bid Number: 04-X-

REQUEST FOR PROPOSAL FOR:

**RESEARCH VESSEL CHARTER SERVICES FOR THE OCEAN OF
TRAWL SURVEY PROGRAM
FOR THE
BUREAU OF MAINE FISHERIES,
DIVISION OF FISH AND WILDLIFE**

Date Issued: 00/00/00

Purchasing Agency

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

Using Agency

State of New Jersey
Cooperative Purchasing Members

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the Bureau of Marine Fisheries, Division of Fish and Wildlife. The purpose of this RFP is to solicit bid proposals to charter an ocean research vessel and crew to assist in the inventory of New Jersey's in-shore fisheries resources by bottom trawl surveys.

The master of the vessel and crew must have at least three years experience in the conduct of commercial scale ocean trawling operations. The contractor will work under this project manager assigned by the Bureau of Marine Fisheries, Division of Fish and Wildlife.

The intent of this RFP is to award a contract to **those** responsible bidder**(s)** whose bid proposals, conforming to this RFP **is** most advantageous to the State, price and other factors considered.

The Standard Terms & Conditions, pages 2 to 7 of this RFP, will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with same unless the RFP specifically indicates otherwise.

1.2 BACKGROUND

This is a procurement of the Charter Services: Research Vessel for the DEP Bureau of Marine Fisheries, term contract, presently due to expire on **March 31, 2004**. Vendors who are interested in the current contract specifications and pricing information are encouraged to visit the Purchase Bureau's website on the world wide web. The applicable "T" reference number for this lookup is T-0838. The exact WWW address is <http://www.state.nj.us/treasury/purchase/contracts.htm>

It should be noted that a qualified brand list has been established. This information was obtained from the State's record of purchases. These will be the only brands of locking hardware that will be required for this year's contract.

Vendors are permitted to bid on any of the qualified manufacturer brand lines in each category that are identified on the bid pricing sheets.

1.3 KEY EVENTS

1.3.1 QUESTIONS AND INQUIRIES

It is the policy of the Division to accept questions and inquiries from all potential bidders receiving this RFP.

Written questions can be mailed, e-mailed or faxed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

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

E- Mail: <mailto:Jacqueline.kemery@treas.state.nj.us>
Phone Number: **(609) 292-4189**
Fax Number: **(609) 292-0490**

1.3.1.1 QUESTION PROTOCOL

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

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

1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

The cut-off date for questions and inquiries relating to this RFP is **fourteen (14) days prior to the bid opening.** Addendum, if any, to this RFP will be distributed to all vendors sent this RFP.

1.4 ADDITIONAL INFORMATION

1.4.1 REVISIONS TO THIS RFP

In the event it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any RFP addendum will be distributed to all vendors sent this RFP.

1.4.2 ADDENDUM AS A PART OF THIS RFP

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

1.4.3 ISSUING OFFICE

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

1.4.4 BIDDER RESPONSIBILITY

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

1.4.5 COST LIABILITY

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

1.4.6 CONTENTS OF BID PROPOSAL

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

1.4.7 PRICE ALTERATION

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

1.4.8 JOINT VENTURE

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

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

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

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

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

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

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

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

Contractor - The contractor is the bidder awarded a contract.

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

Division - The Division of Purchase and Property.

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

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

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

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

State - State of New Jersey

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

3.0 SCOPE OF WORK

3.1 GENERAL

An ocean research vessel and crew are required to perform approximately bimonthly trawl surveys of New Jersey coastal waters with a team of fisheries scientists from the Bureau of Marine Fisheries. The purpose of the surveys is to determine the distribution, relative abundance, and size composition of fishes and invertebrates inhabiting the survey area. The survey program has been on going continuously for 13 years, since August 1988, and uses standardized methods and procedures that have been in effect throughout this period.

The survey area encompasses the coastal waters of New Jersey from Ambrose Channel in the north to Cape Henlopen, Delaware in the south, and from the 3 fathom (18ft.) depth contour inshore to the 15 fathom (90 ft.) depth contour offshore. For sampling purposes, the survey area is divided into five zones from north to south with each zone further divided into three depth regions as follows: 3-5 fathoms (18-30 ft.); 5-10 fathoms (30-60 ft.); and 10-15 fathoms (60-90 ft.). A map depicting the 15 sampling regions that comprise the survey area is enclosed.

A schedule of five surveys is proposed, or one approximately every two months. It is required that surveys commence during the second or third week of the months of April, June, August and October 2003, and January 2004.

A survey will consist in the collection of two trawl samples from each sampling zone plus an additional sample in each of the nine largest sampling zones, for a total of 39 samples per survey. The zones in which these additional samples will be collected are identified on the enclosed map (see attachment number 1) of the survey area. In winter, only two samples from each zone will be collected. The sampling effort for each survey period is summarized as follows:

April 2003	39 samples
June 2003	39 samples
August 2003	39 samples
October 2003	39 samples
January 2004	30 samples

The location of sampling sites is randomly selected. Each sampling zone has been divided into a grid of boxes with each box representing a potential sampling site. Boxes are selected at random before the start of each survey, with alternate selections made in the event the original selection is not feasible, for example, if the site is crowded with lobster pots, is too shallow for safe operations, or contains known bottom obstructions. Because of the random sampling method used, sampling locations change from survey to survey. For some surveys they may be arranged in a relatively straight line and fairly close together, but for other surveys they may be scattered and far apart. Trawl samples shall be collected only during daylight hours. A trawl sample consists of a tow of 20 minutes duration. In addition, samples of surface and bottom water are collected before each trawl sample is attempted. It is expected that each survey will require 5 to 6 working days at sea to collect all the samples required, excluding days when weather conditions do not permit the survey to be conducted.

Trawl gear, consisting of doors, ground cables, bridles, and net, will be provided by the Bureau of Marine Fisheries. The specifications for this gear are listed and diagramed on enclosed sheets (see attachments 2-7).

3.2 VENDOR CAPABILITY QUESTIONNAIRE AND OTHER WORK REQUIREMENTS

The bidder must complete all questions listed in the "Vendor Capability Questionnaire" and list separately any deviations or explanations if necessary. Any no answers may be cause for rejection of the bid.

VENDOR CAPABILITY QUESTIONNAIRE

VESSEL CHARACTERISTICS AND STANDARDS

3.2.1 Safety and Regulatory Compliance.

YES: ___ NO: ___

Vessel shall be constructed, outfitted, and maintained in a manner consistent with the regulations that apply for a vessel of its class and service. The contractor warrants that the vessel and all associated equipment shall be in full compliance with laws, regulations, and other requirements of the United States, as well as all current safety, health, and pollution control regulations promulgated by appropriate authorities.

3.2.2 Draft.

YES: ___ NO: ___

Vessel draft, when loaded for survey operations, must not exceed 12 feet, to ensure safe transit of New Jersey inlets and to permit trawling in depths as shallow as 18 feet.

3.2.3 Speed.

YES: ___ NO: ___

Vessel shall be capable of maintaining a trawling speed of 3.0 knots while trawling the NJ trawl survey gear, which is described on the enclosed specifications sheets.

MISSION RELATED CAPABILITIES

3.2.5 Working Deck Configuration.

YES: ___ NO: ___

The working deck shall be of sufficient area and arrangement to permit safe and efficient stern trawling and catch processing operations. All working deck areas shall have good lighting to enhance safety and efficiency during processing operations after dark. Deck equipment shall be located so as not to interfere with operations areas.

3.2.5 Stern Working Area.

YES ___ NO ___

The Stern Working Area must be sufficient to deploy, retrieve, maintain, repair, and change bottom trawls. The stern working area may not be obstructed nor encumbered with items in deck storage nor be part of any other working area.

3.2.6 Deck Equipment

YES ___ NO ___

The vessel shall be equipped and arranged with the necessary deck equipment to accommodate the deployment and retrieval of the NJ trawl survey rig, as described in the enclosed specification sheets. All fishing gear, except permanently installed deck equipment and associated winch wires, will be provided by the state.

3.2.7 Trawl Winches

YES ___ NO ___

Vessel must be equipped with two trawl winches with a minimum of 500 feet of wire rope of 5/8 inch diameter (or greater) on each winch.

3.2.8 Net Reel.

YES ___ NO ___

Vessel must be equipped with one net reel with sufficient volume to accommodate the NJ trawl survey rig as described in the enclosed specification sheets, including the net, bridles, and ground cables, and have a pulling capacity consistent with the overall trawling requirements. The net reel shall be located to facilitate both trawl maintenance and the removal of all fish and invertebrates from the trawl without their loss overboard.

3.2.9 Gallows Frames.

YES ___ NO ___

Vessel must be equipped with fixed port and starboard gallows frames of a design that will allow the efficient use of 8 feet X 50 inch wood trawl doors weighting about 1000 pounds each.

3.2.10 Catch Dumping. YES ____ NO ____

The vessel must be capable of cleanly dumping the catch from the cod end of the net directly into a 4x8 ft. sorting table that is 4 ft. high.

3.2.11 Catch Sorting. YES ____ NO ____

The catch sorting area shall be contiguous with the working deck area and encompass approximately 200 sq. ft of deck space. A 4x8 ft. sorting table will be located here. In addition to space for the table, a minimum of 5 ft. of deck space is required around the sides of the table to permit personnel access and the use of one and two bushel fish baskets.

3.2.12 Catch Measuring. YES ____ NO ____

The catch measuring area shall be contiguous with the working deck and catch sorting area and consist of space for two measuring stables, 2x3 ft. and 3x5 ft., and a five foot wide work perimeter around three sides of each to permit personnel access and the use of fish baskets. It is desirable that one table be located against the starboard rail and one against the port rail for efficient processing and ease of specimen discard.

3.2.13 Trawl Storage. YES ____ NO ____

Scientific deck storage shall be provided to accommodate a spare (bundled) survey trawl. In lieu of deck storage, the spare may be stored on a second net reel.

3.2.14 Sample Storage YES ____ NO ____

Storage space of approximately 300 cubic ft shall be provided to accommodate water and fish samples. This space shall be located near the work deck with easy access by State scientists, must remain dry, and be capable of being maintained at a temperature not less than 32 degrees F.

3.2.15 Slicker Storage. YES ____ NO ____

A storage area sufficient to hold foul weather gear for the scientific field party is required. This area shall be located so that scientists may put on their gear before leaving the interior of the vessel.

3.2.16 Navigation. YES ____ NO ____

Global Positioning System receivers with dead reckoning and track planning capabilities or LORAN C receivers with track planning, LAT/LONG readout, time difference readout, and phase factor correction capabilities are required.

3.2.17 Bottom Sounder. YES ____ NO ____

A hull-mounted bottom sounder, with either paper or video display, and with an expandable scale, is required.

3.2.18 Wind Recording. YES ____ NO ____

A wind speed and direction measuring system must be located in a position where wind velocity and direction measurements will be unaffected by vessel generated influences.

3.2.19 Barometer. YES ____ NO ____

A barometer intended for marine use is required, preferably with a scale in millibars.

3.2.20 Electrical System. YES ____ NO ____

The vessel shall have sufficient electrical capacity to accommodate the needs of the field survey crew, including at least two 120V AC receptacles.

3.2.21 Potable Water. YES ____ NO ____

In addition to current normal usage, the vessel shall have adequate potable water making/storage capacity to accommodate scientific field party usage of a minimum of 35 gallons per person per day.

3.2.22 HVAC. YES ____ NO ____

Heating, ventilation, and air conditioning (HVAC) systems shall maintain interior dry bulb temperatures between 65-80 degrees F in scientific field party occupied living spaces, mess rooms, and interior work areas.

3.2.23 Pollution Control. YES ____ NO ____

The vessel shall be fitted with adequate solid waste processing equipment, garbage storage facilities, and a marine sanitation device with sufficient capacity to accommodate scientific field party personnel.

3.2.24 Communication. YES ____ NO ____

The vessel must be equipped with a cellular telephone that has an operating range which extends throughout the entire survey area. Calls made by scientific field party personnel will be at the expense of the Contractor and, for estimating cost, will likely consist of less than 10 calls per survey of 3 minutes or less to NJ locations.

3.2.25 Interior Noise. YES ____ NO ____

Airborne noise levels for interior spaces shall meet appropriate regulatory body requirements.

3.2.26 Working Deck Noise. YES ____ NO ____

While underway and during all operations airborne noise on the working deck where voice communication is required shall not exceed 75 decibels on the A scale (75 dBA).

3.2.27 Data Processing. YES ____ NO ____

The contractor shall set aside an interior space for a laptop computer work station for reviewing, processing and transferring data files.

3.2.28 Head. YES ____ NO ____

At least one head, with flush toilet and wash basin with hot and cold running water, is required.

3.2.29 Shower. YES ____ NO ____

At least one shower, with hot and cold running water of adequate pressure, is required.

VESSEL OPERATIONS

3.2.30 Operational Safety. YES ____ NO ____

The vessel shall be operated in a manner consistent with applicable U.S. regulations. Safety of the vessel and those on board is the responsibility of the master. Safety of the vessel and those on board shall take priority over all other operational considerations.

3.2.31 Emergency Stations. YES ____ NO ____

A station bill for fire, emergency, and abandon ship shall be provided and posted.

3.2.32 Rescue Gear. YES ____ NO ____

There shall be personal flotation devices, survival (immersion) suites, and survival craft of sufficient capacity for all on board, including field party personnel, and of the type required for a vessel of its size, class, and service.

3.2.33 Operational Authority. YES ____ NO ____

The master shall be under the direction of the State regarding employment of the vessel, but shall not be under the State's orders regarding safe navigation, care, and custody of the vessel, and care of the vessel's equipment and gear. The scientific field party chief shall have the authority to terminate trawl sampling operations at any time for unsafe working or weather conditions.

3.2.34 Vessel Operations Log. YES ____ NO ____

The master shall be responsible for recording all the vessel operations data on the vessel operations log, as shown on the enclosed sample form, for each trawl sample attempted.

3.2.35 Sampling Locations. YES ____ NO ____

The master shall take trawl samples at the locations designated by the scientific field party chief.

3.2.36 Sample Criteria. YES ____ NO ____

The scientific field party chief shall be the sole authority in determining whether a trawl sample meets the criteria of acceptance as a good sample or must be repeated due to short tow time, gear damage, or gear handling problems.

3.2.37 Catch Disposal. YES ____ NO ____

Fish and invertebrates caught while the vessel is employed by the State for sampling operations shall be State property and shall be disposed of as directed by the scientific field party chief. The landing and sale of any such fish and invertebrates is prohibited.

3.2.38 Fixed Fishing Gear. YES ____ NO ____

In conducting fishing operations, the master shall make all reasonable attempts to avoid fixed fishing gear. Intercepted fixed gear shall be returned to its original position in its original condition.

3.2.39 Equipment Operation. YES ____ NO ____

Vessel personnel shall operate deck equipment, including winches, cranes, booms, frames, boats, etc. and conduct fishing operations in support of trawl survey sampling requirements in accordance with instructions and directions of the scientific field party chief.

3.2.40 Loading Operations. YES ____ NO ____

Vessel personnel shall conduct deck operations to load and off-load equipment and supplies of the State provided the items are within the safe working load capacities of the vessel's deck equipment.

3.2.41 Survey Gear. YES ____ NO ____

Vessel personnel shall be responsible for rigging and fishing the survey trawl, including minor repair of torn nets and damaged gear, as required and practical, and replacing components where repair is impractical. All parts and materials required for repairs and replacements shall be provided by the State.

3.2.42 Survey Schedule. YES ____ NO ____

The Contractor shall make a survey schedule in consultation with the State Project Manager to provide a vessel and crew for 5 surveys. The surveys are required to begin sometime during the second or third weeks of April, June, August, October and January.

3.2.43 Survey Prosecution. YES ____ NO ____

Each survey shall be vigorously prosecuted from start to finish without interruption except for foul weather and equipment problems.

3.2.44 Overnight Anchorage. YES ____ NO ____

Because of distance from port and in interest of efficient vessel operations it may be expedient from time to time to anchor at sea overnight. These occasions shall be agreed upon in advance by the scientific field party chief and the master. When such occasions arise, field party personnel shall not be required to stand watch.

3.2.45 Port Calls. YES ____ NO ____

The vessel shall put into port when requested by the scientific field party chief for re-supply, personnel changes, and foul weather. A schedule of required port calls shall be agreed upon in advance by the State Project Manager and the Contractor. Ports of call within the survey area and used in the past include Jersey City, New York, Sandy Hook, Belford, Point Pleasant, Atlantic City, and Cape May.

3.2.46 Food Service. YES ____ NO ____

Breakfast, lunch and dinner shall be served daily and shall consist of a variety of food in unrationed amount that is of high nutritional value. Bread and butter, coffee, tea, milk and fruit juices shall be available for all meals. In addition, fresh fruit and snack foods shall be available 24 hours a day. All food service operations shall be conducted in a safe and sanitary manner. The nutritional value of the menu, the cleanliness of the food and the food preparation area, and the precautions taken when storing, preparing and serving foods to prevent the growth and transfer of food-borne bacteria and the spread of contagious diseases is of utmost importance.

3.2.47 Cleaning Service. YES ____ NO ____

The Contractor shall maintain the vessel in a sanitary condition at all times. The contractor shall ensure that all living spaces and work areas used by the scientific field party are kept free of pests.

PERSONNEL REQUIREMENTS

3.2.48 Staffing Level. YES ____ NO ____

Staffing levels shall be in accordance with requirements for safe operation of the vessel and all of its equipment and the trawl survey sampling operations required by this contract. The master and crew of the vessel shall be appointed or hired by the Contractor and shall be deemed to be employees of the Contractor at all times.

3.2.49 Qualifications And Experience.

YES ____ **NO** ____

The master and members of the crew shall each have a minimum of three years experience on a trawling vessel performing work of the type for which they are employed. All food handlers shall have a current Food Service Training Certificate or an equivalent document issued by a State or municipal government agency. Key personnel, including the master and lead fisherman, shall speak English.

3.2.50 Performance.

YES ____ **NO** ____

In the event the State has any reason to be dissatisfied with the qualifications, conduct, or performance of any person employed by the Contractor and working on this contract, the State Project Manager will provide particulars to the Contractor who shall promptly investigate and take the appropriate corrective action including, but not limited to, personnel replacement.

3.3 PHOTOGRAPH

The bidder will also provide with his bid a photograph of the vessel showing its entire length including the weather deck working area, as well as a brief description of the vessel's history, highlighting work relevant to the needs of this contract proposal and the vessel's safety record.

3.4 VESSEL DATA QUESTIONNAIRE (ATTACHMENT 8)

The bidder must also submit with his bid the attached "Vessel Data Questionnaire" and provide all required information. Failure to do so will result in the Rejection of your bid.

3.5 TRIP CANCELLATION

If, for any reason, the contractor cannot meet the agreed upon project schedule, he must notify the project manager at least 48 hours in advance of a scheduled trip.

3.6 INSPECTION OF VESSEL

The State reserves the right to inspect any vessel bid for this project, prior to awarding a contract. Inspection may include a sea trial with the State's trawl survey gear to determine the vessel's towing and gear handling capabilities.

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

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

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

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

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

4.2 PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP cover sheet. Bidders submitting proposals are cautioned to allow adequate

delivery time to ensure timely delivery of proposals. State regulation mandates that late bid proposals are ineligible for consideration. **THE EXTERIOR OF ALL BID RESPONSE PACKAGES MUST BE LABELED WITH THE BID IDENTIFICATION NUMBER, FINAL BID OPENING DATE AND THE BUYER'S NAME.** All of this information is set forth at the top of the RFP cover sheet.

4.3 NUMBER OF BID PROPOSAL COPIES

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

4.4 PROPOSAL CONTENT

The bid proposal should be submitted in one volume and that volume divided into four (4) sections as follows:

- Section 1 - Forms (Section 4.4.1)

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

4.4.1 SECTION 1 – FORMS

4.4.1.1 OWNERSHIP DISCLOSURE FORM

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

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

4.4.1.2 MACBRIDE PRINCIPLES CERTIFICATION

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

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

4.4.1.3 AFFIRMATIVE ACTION

The bidder must complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is

operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a valid and binding contract.

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

4.4.1.4 SET ASIDE CONTRACTS

This is a set-aside contract for small businesses. The bidder should provide with its bid proposal evidence of current and valid registration as a small business from the new jersey commerce and economic growth commission (commerce) or, in the alternative, evidence that it has registered with commerce as a small business at least one day prior to the bid proposal opening date.

4.4.2 SUBMITTALS

Bidders must submit Attachment "8" Vessel Data Questionnaire, provided in Section 7.0 with the RFP. Failure to provide this attachment will result in the rejection of your bid submission..

4.4.2.1 BIDDER DATA SHEET

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

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

(PLEASE PRINT OR TYPE)

Name: _____

Address: _____

City, State: _____

Telephone Number: _____ Fax Number: _____

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

3. Identify the similar accounts this individual has serviced:

4.4.2.2 REFERENCE DATA SHEETS - SATISFACTORY CUSTOMER SERVICE

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

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

1. Name of customer provided as reference: _____

Name of individual State may contact to verify reference:

Phone # of contact person:_____

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

2. Name of customer provided as reference:_____

Name of individual the State may contact to verify reference:

Phone # of contact person:_____

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

3. Name of customer provided as reference:_____

Name of individual State may contact to verify reference

Phone # of contact person:_____

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

4.4.3 COST PROPOSAL

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

4.4.4 METHOD OF BIDDING

5.0 CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF CONTRACTUAL TERMS AND CONDITIONS

The contract shall consist of this RFP, Addendum to this RFP and the contractor's bid proposal, and the State's Notice of Acceptance.

Unless specifically noted within this RFP, the Standard Terms and Conditions, attached as [Appendix 1](#), take precedence over the Contractual Terms and Conditions.

In the event of a conflict between the provisions of this RFP, including the Standard Terms and Conditions and the Contractual Terms and Conditions, and any addendum to the 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 proposal, the RFP and/or the addendum shall govern.

5.2 BUSINESS REGISTRATION

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

5.3 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of **one (1) year**. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of **one (1) year**, by the mutual written consent of the contractor and the Director. Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than 45 days after contract expiration.]

5.4 CONTRACT 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 **ninety (90)** days beyond the expiration date of the contract.

5.5 AVAILABILITY OF FUNDS

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

5.6 CONTRACT AMENDMENT

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

5.7 PROCEDURAL REQUIREMENTS AND AMENDMENTS

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

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

5.7.3 The State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

5.8 ITEMS ORDERED AND DELIVERED

The Using 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 in the termination of the contract or in the award of any subsequent contract. The Director may take such steps as are necessary to have the items returned by the Agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

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

5.9 REMEDIES FOR NON-PERFORMANCE

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

- 5.10 All products must conform in every respect to the standards and regulations established by Federal and New Jersey State laws.
- 5.11 All products shall be manufactured and packaged under modern sanitary conditions in accordance with good commercial practice.
- 5.12 All products are to be packaged in sizes as specified in this RFP and shall be packaged in such a manner as to insure 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.

[BUYER TO ADD APPLICABLE CONTRACTUAL ADDITIONAL TERMS/CONDITIONS]

5.14 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as listed in paragraph 3.19 of this RFP's standard terms and conditions, the contractor must provide, on a yearly basis, to the Purchase Bureau buyer assigned, a record of all purchases made under its contract. This information must be provided in a tabular format such that an analysis can be made to determine the following:

- Contractor's total sales volume under contract, subtotaled by product.

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

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

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

5.15 INDEMNIFICATION

The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suites, actions, recoveries, judgment and costs and expenses in connection therewith on account of the loss of life, property, or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

5.16 INSURANCE

The contractor shall secure and maintain in force for the term of the contract, liability insurance, as required per Section 2.3 of the Standard Terms and Conditions of the RFP. The contractor shall provide the State of New Jersey with current certificates of insurance for all coverage's and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after 30 days written notice to the State of New Jersey, Division of Purchase and Property. The bidder shall submit a copy of their insurance certificate with their bid or within seven days of the bid opening date. Failure to comply will result in the rejection of your bid submission.

5.17 RETAINAGE

The State will retain 10% of each invoice submitted until Confirmation is received by the Project Manager that all work has been satisfactorily completed.

6.0 PROPOSAL EVALUATION/CONTRACT AWARD

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

6.1.1 Price

6.1.2 Experience of the bidder

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

6.1.4 Completion of the Vessel Data Questionnaire

6.1.5 Vendor capabilities as evidenced by response to vendor capability questions in Section 3.2.

6.2 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 so to do.

7.0 ATTACHMENTS, SUPPLEMENTS AND APPENDICES

ATTACHMENTS - To be submitted with bid proposal.

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

APPENDICES

1. [New Jersey Standard Terms and Conditions](#)
2. [Set-Off for State Tax Notice](#)

8.0 EXHIBITS/ATTACHEMNTS

8.1 MAP OF THE SURVEY AREA SHOWING THE 15 SAMPLING REGIONS

8.2 NET DIAGRAM OF BUREAU OF MARINE FISHERIES SURVEY TRAWL

8.3 NET SPECIFICATION OF BUREAU OF MARINE FISHERIES SURVEY TRAWL

8.4 GROUND CABLE AND BRIDLE SPECIFICATIONS OF BUREAU OF MARINE FISHERIES SURVEY TRAWL

8.5 TRAWL DOOR SPECIFICATIONS

8.6 TRAWL DOOR DIAGRAM

8.7 VESSEL OPERATIONS LOG DATA FORM

8.8 VESSEL DATA QUESTIONNAIRE

ATTACHMENT 1 - OWNERSHIP DISCLOSURE FORM

OWNERSHIP DISCLOSURE FORM

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

BID NUMBER: 04-X-00000

BIDDER: _____

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

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

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

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

COMPLETE ALL QUESTIONS BELOW

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

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

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

Company Name: _____

(Signature)

Address: _____

PRINT OR TYPE: _____ (Name)

PRINT OR TYPE: _____ (Title)

FEIN/SSN#: _____

Date _____

ATTACHMENT 2 - MACBRIDE PRINCIPLES FORM

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

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

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

- _____ has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or
- _____ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

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

Signature of Bidder

Name (Type or Print)

Title Name (Type or Print)

Name of Company Name (Type or Print)

Date

ATTACHMENT 3 – AFFIRMATIVE ACTION SUPPLEMENT

AFFIRMATIVE ACTION	TERM CONTRACT - ADVERTISED BID PROPOSAL
DEPT OF THE TREASURY DIVISION OF PURCHASE & PROPERTY STATE OF NEW JERSEY 33 WEST STATE STREET, 9TH FLOOR PO BOX 230 TRENTON, NEW JERSEY 08625-0230	BID NUMBER: 04-X-00000 NAME OF BIDDER: _____

SUPPLEMENT TO BID SPECIFICATIONS

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

1. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. THE CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT SUCH APPLICANTS ARE RECRUITED AND EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION, OR TRANSFER; RECRUITMENT OR RECRUITMENT ADVERTISING; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES TO BE PROVIDED BY THE PUBLIC AGENCY COMPLIANCE OFFICER SETTING FORTH PROVISIONS OF THIS NONDISCRIMINATION CLAUSE;
2. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS ,FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION.
3. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OR WORKERS WITH WHICH IT HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE, TO BE PROVIDED BY THE AGENCY CONTRACTING OFFICER ADVISING THE LABOR UNION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS ACT AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT.
4. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, AGREES TO COMPLY WITH THE REGULATIONS PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND THE AMERICANS WITH DISABILITIES ACT.
5. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO ATTEMPT IN GOOD FAITH TO EMPLOY MINORITY AND FEMALE WORKERS CONSISTENT WITH THE APPLICABLE COUNTY EMPLOYMENT GOALS PRESCRIBED BY N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME OR IN ACCORDANCE WITH A BINDING DETERMINATION OF THE APPLICABLE COUNTY EMPLOYMENT GOALS DETERMINED BY THE AFFIRMATIVE ACTION OFFICE PURSUANT TO N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME.
6. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO INFORM IN WRITING APPROPRIATE RECRUITMENT AGENCIES IN THE AREA, INCLUDING EMPLOYMENT AGENCIES, PLACEMENT BUREAUS, COLLEGES, UNIVERSITIES, LABOR UNIONS, THAT IT DOES NOT DISCRIMINATE ON THE BASIS OF AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND THAT IT WILL DISCONTINUE THE USE OF ANY RECRUITMENT AGENCY WHICH ENGAGES IN DIRECT OR INDIRECT DISCRIMINATORY PRACTICES.
7. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVISE ANY OF ITS TESTING PROCEDURES, IF NECESSARY, TO ASSURE THAT ALL PERSONNEL TESTING CONFORMS WITH THE PRINCIPLES OF JOB-RELATED TESTING, AS ESTABLISHED BY THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY AND AS ESTABLISHED BY APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.
8. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVIEW ALL PROCEDURES RELATING TO TRANSFER, UPGRADING, DOWNGRADING AND LAYOFF TO ENSURE THAT ALL SUCH ACTIONS ARE TAKEN WITHOUT REGARD TO AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND CONFORM WITH THE APPLICABLE EMPLOYMENT GOALS, CONSISTENT WITH THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY, AND APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.

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

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

PLEASE CHECK APPROPRIATE BOX (ONE ONLY)

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

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

IMPORTANT:

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

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

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

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

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

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

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

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

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

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

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

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

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

Racial/Ethnic Groups will be so defined:

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

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

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

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

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

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

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

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

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

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

State of New Jersey
AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT

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

SECTION A - COMPANY IDENTIFICATION

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

OFFICIAL USE ONLY

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

SECTION B - EMPLOYMENT DATA

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

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

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

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

SECTION C - SIGNATURE AND IDENTIFICATION

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

ATTACHMENT 4 - COOPERATIVE PURCHASING FORM

DEPARTMENT OF THE TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE STREET PO BOX 230 TRENTON, NJ 08625-0230	NUMBER: BID OPEN DATE: TIME: T-NUMBER: BIDDERS NAME: BIDDERS FID:
--	--

IMPORTANT NOTICE

BIDDERS ARE ADVISED TO REVIEW THE ATTACHED REQUEST FOR PROPOSAL (RFP) AND ANSWER THE CONTRACT EXTENSION QUESTION LISTED BELOW.

**AGREEMENT TO EXTEND STATE CONTRACT TERMS
TO QUASI-STATE AGENCIES, COUNTIES, MUNICIPALITIES, SCHOOL DISTRICTS, COUNTY COLLEGES AND STATE COLLEGES**

THE QUESTION BELOW ELICITS THE BIDDER'S ADVANCE AGREEMENT TO OR REJECTION OF THE USE OF THIS STATE CONTRACT BY THE FOLLOWING ENTITIES:

N.J.S.A. 52:27B-56.1 PERMITS THE PARTICIPATION OF QUASI-STATE AGENCIES IN STATE CONTRACTS.

N.J.S.A. 52:25-16.1 ALLOWS THE DIRECTOR TO EXTEND IN ADVANCE THE LOCAL USE OF STATE CONTRACTS BY INCLUDING A PROVISION FOR SUCH PURCHASES IN THE STATE CONTRACT.

N.J. S.A. 52 :25-16.2 PERMITS VOLUNTEER FIRE DEPARTMENTS, SQUADS TO PARTICIPATE IN STATE CONTRACTS.

VOLUNTEER FIRST AID SQUADS AND RESCUE

N.J.S.A. 52:25-16.5 PERMITS INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION TO PARTICIPATE IN STATE CONTRACTS.

N.J.S.A. 18A:64A-25.9 PERMITS ANY COLLEGE TO PARTICIPATE IN STATE CONTRACTS.

N.J.S.A. 18A:64-60 PERMITS ANY STATE COLLEGE TO PARTICIPATE IN STATE CONTRACTS.

N.J.S.A. 40:11-12 AND N.J.S.A. 18A:18A-10 TO ALLOW COUNTIES. MUNICIPALITIES AND SCHOOL DISTRICTS TO USE SUCH STATE CONTRACTS AND TO DEAL "DIRECTLY" WITH STATE CONTRACT VENDORS INSTEAD OF BIDDING THE ITEMS.

THE SAME PRICE MUST BE ESTABLISHED FOR THE STATE AND FOR LOCAL GOVERNMENTS; OTHER TERMS AND CONDITIONS ALSO MUST BE THE SAME UNLESS A PARTICULAR TERM OR CONDITION IS SPECIFICALLY IDENTIFIED OTHERWISE IN THE RFP BY THE STATE.

A BIDDER'S WILLINGNESS OR UNWILLINGNESS TO EXTEND WILL "NOT" BE A FACTOR IN DETERMINING THE STATE AWARD. THE DIRECTOR WILL "NOT" AWARD A SEPARATE CONTRACT FOR LOCAL USE. THE VENDOR MAY NOT CHANGE HIS DECISION DURING THE CONTRACT TERM.

DO YOU AGREE TO EXTEND ANY STATE CONTRACTS AWARDED AS A RESULT OF THIS RFP TO THE AFOREMENTIONED ENTITIES AT THE SAME PRICE AND COMMON TERMS AND CONDITIONS?

YES _____ NO _____

IF THE BIDDER DOES NOT CHECK "YES" OR "NO" TO THE ABOVE QUESTION, THE ANSWER WILL BE CONSIDERED AS "NO" .

NOTE: NO CONTRACT WILL BE EXTENDED TO THESE ENTITIES UNLESS THE DIRECTOR OF THE DIVISION OF PURCHASE AND PROPERTY SPECIFICALLY PROVIDES FOR THE EXTENSION AT THE TIME OF THE AWARD.

ATTACHMENT 5 - RECIPROCITY FORM

RECIPROCITY FORM
(Optional Submission)

IMPORTANT NOTICE TO ALL BIDDERS

Effective October 7, 1991 in accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose State or locality maintains a preference practice for their bidders.

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

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

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

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

City /Town/Authority	
County	
State	

Documentation Attached

Resolution

Notice to Bidder

Regulations/Laws

Other _____

Name of Firm Submitting this information _____

APPENDIX 1 NJ STATE STANDARD TERMS AND CONDITIONS

STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS

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

1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

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

2. LIABILITIES

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

STATE OF NEVV JERSEY
Purchase Bureau - Bid Ref.#

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

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

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

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

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

3. TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU

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

3.3 BID AND PERFORMANCE SECURITY

- a. Bid Security - If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17: 12- 2.4. Acceptable forms of bid security are as follows:
1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.
 2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:

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

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

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

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

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

3.5 TERMINATION OF CONTRACT

- a. Change of Circumstances

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. TERMS RELATING TO PRICE QUOTATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services received a properly signed and executed State Payment Voucher form and, when required, a properly executed performance security, whichever is latest.

b. The date on the check issued by the State in payment of that Voucher shall be deemed the date of the State's response to that Voucher.

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

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

b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

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

APPENDIX 2 - SET-OFF FOR STATE TAX NOTICE

NOTICE TO ALL BIDDERS
SET-OFF FOR STATE TAX NOTICE

Please be advised that, pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

