



# Request for Proposal 12-X-22097

## For: Aboveground Fuel Tanks: Installation, Removal, System Service and Associated Equipment

| Event                                                                                                                   | Date     | Time    |
|-------------------------------------------------------------------------------------------------------------------------|----------|---------|
| <b>Bidder's Electronic Question Due Date</b><br>(Refer to <a href="#">RFP Section 1.3.1</a> for more information.)      | 04/24/12 | 5:00 PM |
| <b>Mandatory/Optional Pre-Proposal Conference</b><br>(Refer to <a href="#">RFP Section 1.3.5</a> for more information.) | N/A      |         |
| <b>Mandatory/Optional Site Visit</b><br>(Refer to <a href="#">RFP Section 1.3.4</a> for more information.)              | N/A      |         |
| <b>Proposal Submission Due Date</b><br>(Refer to <a href="#">RFP Section 1.3.2</a> for more information.)               | 5/17/12  | 2:00 PM |

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

|                                 |                                                    |                              |
|---------------------------------|----------------------------------------------------|------------------------------|
| <b>Small Business Set-Aside</b> | <input checked="" type="checkbox"/> Not Applicable | <input type="checkbox"/> I   |
|                                 | <input type="checkbox"/> Entire Contract           | <input type="checkbox"/> II  |
|                                 | <input type="checkbox"/> Partial Contract          | <input type="checkbox"/> III |
|                                 | <input type="checkbox"/> Subcontracting Only       |                              |
|                                 |                                                    |                              |

RFP Issued By

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

Using Agency/Agencies

State of New Jersey  
Department of Transportation  
Cooperative Purchasing Members

Date: April 2, 2012

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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 Department of Transportation and Statewide Using Agencies. The purpose of this RFP is to solicit proposals for Aboveground Fuel Tanks: Installation, Removal and Associated Equipment.

The intent of this RFP is to award multiple contracts by region in all Divisions – Division I & Division II – up to two (2) contracts per region and Division III – up to five (5) contracts per region in to those responsible bidders whose proposals, conforming to this RFP are most advantageous to the State, price and other factors considered. The State, however, reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

The State of NJ Standard 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 this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

The State intends to extend the contract[s] awarded to the Division's cooperative purchasing partners. These partners include quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges. In order for the State contract to be extended to cooperative purchasing partners, the bidder must agree to the extension by executing the Cooperative Purchase Form attached to this RFP. Also refer to Section 4.4.6 of this RFP. Although the State, with the assent of the vendor(s), is making the use of any contract resulting from this RFP available to non-State Agencies, the State makes no representation as to the acceptability of any State RFP terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.

**1.1.1** At no time shall any project exceed the threshold amount established under N.J.S.A. 52:34-7.1. All projects that exceed the threshold must be achieved through open competitive bidding thru the Department of Treasury, Division of Property Management and Construction (DPMC). The current threshold amount is \$59,000.00 and is subject to change. All public bidding threshold amounts can be located at the following website:

<http://www.state.nj.us/treasury/purchase/adipubbid05.shtml>

### **1.2 BACKGROUND**

This is a reprocurement of the **Aboveground Fuel Tanks: Installation, Removal, System Services and Associated Equipment** term contract, presently due to expire on **May 31, 2012**. Bidders interested in the current contract specifications and pricing information may review the current contract T#0849 at <http://www.state.nj.us/treasury/purchase/pricelists.shtml>.

### **1.3 KEY EVENTS**

#### **1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD**

The Division will electronically accept questions and inquiries from all potential bidders via the web at <http://ebid.nj.gov/QA.aspx>.

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

Bidders must not contact the Using Agency directly, in person, by telephone or by e-mail, concerning this RFP.

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

### **1.3.2 SUBMISSION OF PROPOSAL**

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

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

Directions to the Division are available on the web at <http://www.state.nj.us/treasury/purchase/directions.shtml>.

Note: Bidders using U.S. Postal Service regular or express mail services should allow additional time since the U.S. Postal Service does not deliver directly to the Purchase Bureau.

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

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

### **1.3.3 ELECTRONIC BIDDING (EBID)**

The Division is pleased to announce its electronic procurement modernization process. This RFP provides to the bidder the opportunity to electronically submit its proposal. A new electronic bidding – “eBid” – application is being made available to vendors to promote an easier, more efficient method to submit proposals.

#### **On-line Electronic Bid Training Sessions:**

Online electronic bid training for the eBid process is available on the web at <https://wwwnet1.state.nj.us/treasury/dpp/ebid/>. The bidder is strongly encouraged to utilize the on-line training session before attempting to submit an eBid. It will be the bidder's responsibility to ensure that the eBid has been properly submitted.

#### **1.3.4 MANDATORY/OPTIONAL SITE VISIT**

Not applicable to this procurement.

#### **1.3.5 MANDATORY/OPTIONAL PRE-BID CONFERENCE**

Not applicable to the procurement.

#### **1.3.6 DOCUMENT REVIEW**

The following are publicly available documents that bidders need to review in order to prepare and submit accurate and comprehensive bid proposals: NONE

#### **1.4 ADDITIONAL INFORMATION**

**IMPORTANT INFORMATION TO BIDDERS: Please note that there will be a Program Efficiency Assessment applied to all transactions under this contract. The assessment is described more specifically in Section 5.11 of this RFP.**

##### **1.4.1 ADDENDA: REVISIONS TO THIS RFP**

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

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, THE BIDDER MUST SELECT THE PROPOSAL NUMBER ON THE WEB PAGE AT <http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml>.

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

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

##### **1.4.2 BIDDER RESPONSIBILITY**

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

##### **1.4.3 COST LIABILITY**

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

##### **1.4.4 CONTENTS OF PROPOSAL**

Your proposal can be released to the public during the protest period established pursuant to N.J.A.C. 17:12-3.3, or under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq., (OPRA) or the common law right to know. As provided in N.J.A.C. 17:12-1.2(b):

Subsequent to proposal submission, all information submitted by bidders in response to a bid solicitation is considered public information, notwithstanding any disclaimers to the contrary submitted by a bidder, except as may be exempted from public disclosure by OPRA and the common law.

Any proprietary and/or confidential information in your proposal will be redacted by the State. A bidder may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when the bidder has a good faith legal and or factual basis for such assertion. The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the bidder accordingly. The location in the proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal.** In the event of any challenge to the bidder's assertion of confidentiality with which the State does not concur, the bidder shall be solely responsible for defending its designation.

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

#### **1.4.5 PROPOSAL OPENING**

On the date and time proposals are due under the RFP, all information concerning the proposals submitted may be publicly announced and those proposals, except for information appropriately designated as proprietary and/or confidential, shall be available for inspection and copying. In those cases where negotiation is contemplated, only the names and addresses of the bidders submitting proposals will be announced and the contents of the proposals shall remain proprietary and/or confidential until the Notice of Intent to Award is issued by the Director.

#### **1.4.6 PRICE ALTERATION IN HARD COPY PROPOSALS**

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

#### **1.4.7 BID/PROPOSAL ERRORS**

In accordance with N.J.A.C. 17:12-2.11, "Bid Errors," a bidder may withdraw its proposal as described below.

A bidder may request that its proposal be withdrawn prior to proposal opening. Such request must be made, in writing, to the Supervisor of the Bid Review Unit. If the request is granted, the bidder may submit a revised proposal as long as the proposal is received prior to the announced date and time for proposal opening and at the place specified.

If, after proposal opening but before contract award, a bidder discovers an error in its proposal, the bidder may make a written request to the Supervisor of the Bid Review Unit for authorization to withdraw its proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. After proposal submission, while pursuant to the provisions of this section, you may request to withdraw your proposal and the Director may, in her discretion allow you to withdraw it, the

Division also may take notice of repeated or unusual requests to withdraw by a bidder and take those prior requests to withdraw into consideration when evaluating the bidder's future bids or proposals.

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

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

If during a proposal evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the bidder. The bidder will have five (5) days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its proposal shall be considered withdrawn, and no further consideration shall be given it.

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

#### **1.4.8 JOINT VENTURE**

If a joint venture is submitting a proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's proposal. Authorized signatories from each party comprising the joint venture must sign the proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder form, and Affirmative Action Employee Information Report must be supplied for each party to a joint venture. NOTE: Each party comprising the joint venture must also possess a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue prior to the award of a contract. Refer to Section 4.4.2.1 of this RFP.

#### **1.4.9 RECIPROCITY FOR JURISDICTIONAL BIDDER PREFERENCE**

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 its 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 as it deems appropriate to supplement the stated survey information.

The 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 proposal response, including name of the locality having the preference practice, as well as identification of the county and state, and should include a copy of the appropriate documentation, i.e., resolution, regulation, law, notice to bidder, etc. It is the responsibility of the bidder to provide documentation with the proposal or submit it to the Director, Division of Purchase and Property within five (5) working days of the public proposal opening. Written evidence for a specific procurement that is not provided to the Director within five (5) working days of the public proposal opening will not be considered in the evaluation of that procurement, but will be retained and considered in the evaluation of subsequent procurements.

#### **1.4.10 PROPOSAL ACCEPTANCES AND REJECTIONS**

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. In addition, pursuant to N.J.S.A. 52:34-12(a) and N.J.S.A. 52:18A-19 the Director retains the right to reject all bids if it is in the public interest.

## **2.0 DEFINITIONS**

### **2.1 GENERAL DEFINITIONS**

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

**Addendum** – Written clarification or revision to this RFP issued by the Division of Purchase and Property.

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

**Bidder** – An individual or business entity submitting a proposal in response to this RFP.

**Contract** – This RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP, as accepted by the State.

**Contractor** – The bidder awarded a contract resulting from this RFP.

**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

**Evaluation Committee** – A committee established by the Director to review and evaluate proposals submitted in response to this RFP and to recommend a contract award to the Director.

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

**May** – Denotes that which is permissible, not mandatory.

**Project** – The undertaking or services that are the subject of this RFP.

**Request for Proposal (RFP)** – This document which establishes the bidding and contract requirements and solicits proposals to meet the purchase needs of the using Agencies 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 proposal as materially non-responsive.

**Should** – Denotes that which is recommended, not mandatory.

**Small business** – Pursuant to N.J.A.C. 17:13-1.2, "small business" means a business that meets the requirements and definitions of "small business" and has applied for and been approved by the New Jersey Division of Revenue, Small Business Enterprise Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one of the three following categories: (A) 0 to \$500,000 (Category I); (B) \$500,001 to \$5,000,000 (Category II); and (C) \$5,000,001 to \$12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III).

**State** – State of New Jersey.

**State Contract Manager** – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work, as set forth in Sections 8.1, 8.1.1 and 8.1.2.

**Subcontractor** – An entity having an arrangement with a State contractor, where by the State contractor uses the products and/or services of that entity to fulfill some of its obligations under its State contract, while retaining full responsibility for the performance of all of its [the contractor's] obligations under the contract, including payment to the subcontractor. The subcontractor has no legal relationship with the State, only with the contractor.

**Transaction** - The payment or remuneration to the contractor for services rendered or products provided to the State pursuant to the terms of the contract, including but not limited to the following: purchase orders, invoices, hourly rates, firm fixed price, commission payments, progress payments and contingency payments.

**Upcharge Rate** – The percentage the bidder will charge the State over the current prevailing wage as listed on the DLWD's website including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by the State unless there is a change in the scope of work. This percentage must be held firm for the life of the contract and any extensions thereof.

**Using Agency[ies]** – The entity[ies] for which the Division has issued this RFP and will enter into a contract.

## **2.2 CONTRACT SPECIFIC DEFINITIONS**

**AST** – Aboveground Storage Tanks

**All Inclusive Loaded Hourly Rate** – The all-inclusive, loaded hourly rate must include all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expense, training, safety equipment, materials, supplies, supervisory and managerial support and all documents, forms and reproductions thereof. Hourly rates also include portal-to-portal expenses. Time spent in traveling to and from the work site or employees' normal workstations must not be in this rate. For purposes of this RFP, any reference to hourly rates will mean all-inclusive loaded hourly rates.

**Apprentice** – Must be registered with the United States Department of Labor-Office of Apprenticeship and be enrolled in a certified apprenticeship program.

**Differential** – Shall refer to pay adjustments above prevailing wage allowed when working shifts other than normal working hours. Using Agencies must verify the allowance and amount of differential pay with DLWD Prevailing Wage rate guidelines.

**DLWD** - The Department of Labor and Workforce Development

**Electrician** – Install, maintain, and repair electrical wiring, equipment, and fixtures. Ensure that work is in accordance with relevant codes. May install or service street lights, intercom systems, or electrical control systems. Excludes "Security and Fire Alarm Systems Installers".

**Journeyman** - Must have completed an accredited apprenticeship program and have certification for completion of same, or possess a Qualified Journeyman Card issued by the State of New Jersey, Department of Community Affairs.

**Maintenance and Repair Worker** - Perform work involving the skills of two or more maintenance or craft occupations to keep machines, mechanical equipment, or the structure of an establishment in repair. Duties may involve pipe fitting; boiler making; insulating; welding; machining; carpentry; repairing electrical or mechanical equipment; installing, aligning and balancing new equipment; and repairing buildings, floors or stairs.

**Plumber/Fitter** – Assemble, install, alter, maintain and repair pipelines or pipe systems that carry water, steam, air or other liquids or gases. May install heating and cooling equipment and mechanical control systems.

**Premium Pay** – the additional payment above the prevailing hourly wage paid for night, evening differentials, overtime pay and/or holiday pay. Premium Pay shall be in accordance with DLWD prevailing wage rate guidelines.

**Repair** – To restore something broke or damaged to good condition.

**Repair parts** – Repair parts are defined as any item that is required to restore by replacing a part of putting together what is torn or broken.

**Shift Differential** – Shall refer to pay adjustments above prevailing wage allowed when working shifts other than normal working hours. Using Agencies must verify the allowance, requirements and amount of shift differential pay with DLWD Prevailing Wage rate guidelines.

**Welder** – Use hand-welding, flame-cutting, hand soldering, or brazing equipment to weld or join metal components or to fill holes, indentations, or seams of fabricated metal products.

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

**THIS RFP CONSISTS OF THREE (3) DIVISIONS.**

**Division I (price lines 00001-00012)** is for the supply of various sizes of above ground diesel and gasoline storage tanks along with related accessories as listed on the price lines.

**Division II (price lines 00013 – 00053)** is for Fuel Storage Tank related equipment (i.e. fuel dispensers, pumps, and monitoring systems, etc.) as listed on the price lines.

**Division III (price lines 00054 - 00064)** is for the installation and the removal of above and underground storage tanks which includes experienced personnel suitable for performing these services.

### **3.1 DIVISION I – FUEL STORAGE TANKS AND RELATED ACCESSORIES REQUIREMENTS**

This section of the RFP is for new tank equipment to be used in the construction of a new fuel facility or replacement/upgrading of an existing fuel facility. for "Division I Fuel Storage Tank and Accessories" only.

The contractor must be a manufacturer or authorized distributor. The contractor is not required to stock the equipment, which is requested in this RFP, but is required to make delivery to the user in the time frame stated on the cover sheet of the RFP.

All tank components and equipment accessories associated with the supply of the new tank must be installed on the tanks at the time of delivery by the contractor. (e.g. clock gauge, vent pipe, adapters, caps, etc.) at no additional cost to the State.

### **3.2 TECHNICAL SPECIFICATIONS**

#### **Division I - SPECIFICATION #1 - (PRICING LINES 00001-00012)**

#### **ABOVE GROUND FUEL STORAGE TANKS**

**(APPROVED BRANDS)  
CONVAULT, CONTAINMENT SOLUTIONS/ HOOVER VAULT TANK, HIGHLAND  
OR APPROVED EQUAL**

| <b>Capacity:</b>        | <b>500 gal.</b> | <b>1000 gal.</b> | <b>2000 gal.</b> | <b>4000 gal.</b> | <b>6000 gal.</b> | <b>12000 gal.</b> |
|-------------------------|-----------------|------------------|------------------|------------------|------------------|-------------------|
|                         |                 |                  |                  |                  |                  |                   |
| <b>Dimensions:</b>      |                 |                  |                  |                  |                  |                   |
| <b>Width</b>            | 4'-6" W         | 5'-8" W          | 8'-0" W          | 8'-0" W          | 8'-0" W          | 11'- 4" W         |
| <b>Length</b>           | 11'-0" L        | 11'-0" L         | 12'-0" L         | 18'-8" L         | 21'-1" L         | 36'-8" L          |
| <b>Height</b>           | 4'-7" H         | 4'-8" H          | 5'-7" H          | 7'-0" H          | 8'-10" H         | 8'-9 ¼" H         |
| <b>Tolerance +/- ¼"</b> |                 |                  |                  |                  |                  |                   |

**Rating:** UL 2085 2 hr. fire rated double wall for all sizes.

**Warranty:** 30 year warranty for all size tanks.  
30 year warranty for outer coating of tanks with the exception of the acrylic clear coat. see Section 3.9 "Warranty"

**Please See Attachment A for compliance with Warranty agreement.**

**Shape:** All sizes of tanks must be rectangular shape only.

(Cylindrical Tanks will not be accepted)

**Construction:** Double wall tank w/steel primary tank, monolithic concrete pour.

**Gasoline tanks require a stage 1 vapor recovery cap and adapter.**  
**(This is required for testing of tanks on another State Contract T2546)**

### **3.2.1 EACH NEW ABOVE GROUND STORAGE TANK MUST BE SUPPLIED WITH THE FOLLOWING:**

**Components:** Morrison Clock gauge (or approved equal), Monitoring Tube, Skid like supports, Emergency Vent System, 24" Manway (for tanks 5,000 gallons and above), Vent pipe code length with screw on top C.A.R.B. approved, (pressure/vacuum for gasoline; std. for diesel), fuel fill w/containment (low profile, integral w/tank and embedded in surrounding concrete), drain, drain valve, or a drain pump, overfill preventer valve (Morrison 9095A w/2" adapter, drop tube, and dust cap), two additional 4" top openings (for submersible pump and pipe connection) above the standard. Tanks are required to have a pressure or vacuum testable primary tank and secondary containment after installation where applicable, on single wall primary tanks only. Testing will be completed by use of a thru tank leak detection pipe.

**Accessories:** Signage on EACH side ("NO SMOKING", Hazardous Material Diamonds w/appropriate numbers, "COMBUSTIBLE" or "FLAMMABLE" as applicable, product being stored, and Std. Signage): Fuel lid painted identifying inside of tank product per API: Freestanding steps and platform with handrails, 45 degree accent meeting OSHA standards and allowing waist height filling, capping (steel) of all unused openings. Stairs and platform shall be a painted finish.

**All components and accessories are to be supplied with fuel tank at no additional cost to the State.**

**Finish:** Concrete Outer Shell Tanks - aggregate finish and sealed with acrylic-clear coat. Steel Outer Shell Tanks – Fiberglass or polyurethane coated. (Light in color).

As per NJDEP –General Permit Stationary Non-Floating Roof Storage Tank(s) - Above ground storage tank(s) 2000 gallons or greater and exposed to the sun rays must be painted white or must be made of stainless steel construction. [N.J.A.C.7:27-16.2(a)1]

### **3.3 DIVISION II – FUEL STORAGE TANK RELATED EQUIPMENT TECHNICAL SPECIFICATIONS**

This section of the RFP is for fuel storage tank related equipment for a new or upgraded fuel facility. Awards will be made to two (2) contractors per region for the "Division II Fuel Storage Tank Related Equipment" (price lines 00013 to 00053).

The contractor must be a manufacturer or an authorized distributor. The contractor is not required to stock the equipment, which is requested in this RFP, but is required to make delivery to the user in the time frame specified in the contract.

#### **Division II - SPECIFICATION #2 - (PRICE LINES 00013-00015)**

**FUEL DISPENSER, GASOLINE OR DIESEL OR E-85 Fuel**

**GASBOY MODEL 9153AX SINGLE HOSE, DRESSER WAYNE G6201D;  
Dresser Wayne E/G6201D/2GJK , GASBOY 9853AX for E-85  
(APPROVED BRANDS)  
OR  
APPROVED EQUAL**

**Dispenser to have the following features:**

- A. Electric powered, 115/230 VAC, 60 cycle
- B. Pump on/off switch
- C. Automatic shut-off nozzle and correct type for product being pumped, no free-flow handle clip.
- D. Dispense up to 22 gallons/minute.
- E. 12 feet of one inch hose for diesel, standard size for gasoline.
- F. External filters (eliminate internal filters).
- G. Register up to 999.9 gallons in 10th's of a gallon.
- H. Totalizer.
- I. Automatic register reset.
- J. Swivels.
- K. Equipped with all options to be used on the E.J. Ward fuel management system.
- L. Provide for brand panel (product designation labels for unleaded gasoline and diesel fuel).
- M. Hose Mast.
- N. Stainless steel top and sides.
- O. A stage III balanced vapor recovery system with coaxial hose to be supplied. All components from the nozzle to the splitter valve as well as, any internal parts inside the dispenser are to be supplied.
- P. Fuel hose breakaway (not re-connectable) w/whip hose.

Contractor to supply the proper internal/external parts (e.g. strainer) for the product pumped.

**Division II - SPECIFICATION #3 - (PRICE LINES 00016 - 00017)**

**FUEL DISPENSER, GASOLINE OR DIESEL OR E-85 Fuel  
GASBOY ASTRA, MODEL 9823  
OR APPROVED EQUAL**

**The dispenser to have the following features:**

- A. Power requirements - 115 VAC, 60 Hz.
- B. Pump on/off switch.
- C. Automatic shut-off nozzle and correct type for product pumped, no free hand flow handle clip.
- D. Stand alone pedestal.
- E. Hose: Diesel - 1", 14 foot (including breakaway).
- F. Register up to 999,000 gallons in tenths of gallon.
- G. Automatic register reset.
- H. Swivels.
- I. Provide for brand panel (product designation labels for unleaded gasoline and diesel fuel).
- J. Cabinet mount high hose retractor (Gasboy or approved equal).
- K. Fuel hose breakaway (not reconnectable) w/whip hose.

**Pump Cabinet and Meter:**

- A. Power requirements - 115/230 VAC, 60 Hz, 3/4 HP motor
- B. Pump - belt driven gear pump dispensing up to 22 gallons/minutes.
- C. Internal high flow hydro orb filters.
- D. Meter - 3 piston, positive displacement.
- E. Equipped with all options to be used on the E.J. Ward fuel management system.

**General Requirements:**

- A. Both electronic and mechanical totalizer.

- B. Vapor recovery system on gasoline units (hose, nozzle, internal, splitter, etc.).
- C. Contractor to supply the proper internal/external parts (e.g. strainer) for the product pumped.

**Division II - SPECIFICATION #4 - (PRICE LINES 00018)**

**SUBMERSIBLE IN-TANK PUMP  
Red Jacket Model 3/4 HP  
or approved Equal**

**The submersible pump to have the following features:**

- A. 3/4 HP.
  - B. Operate on 208-230 V, 60 cycle, single phase.
  - C. Thermal over current protection.
  - D. Two stage centrifugal type pump.
  - E. Pump and motor assembly easily installed through a 4 inch opening.
  - F. Pressure relief and check valve.
  - G. Mechanical line leak detector.
  - H. Adjustable in-tank pipe.
  - I. Red Jacket control boxes.
  - J. Siphon check valve.
  - K. "T" adapter for the mechanical line leak detector.
- Pump to be installed in tank at time of delivery. Location will be as directed by the using agency.

**Division II - SPECIFICATION #5 - (PRICE LINES 00019 –00050)**

**FUEL MONITORING SYSTEM W/TAPE READ OUT  
AND TANK PROBE**

**VEEDER ROOT MODEL TLS350R  
OR APPROVED EQUAL**

**Controller Panel Capability: Price Line 00019**

The Controller Panel should have the capability to display and monitor In-tank detection functions, Inventory reconciliation, automatic tank calibration and charting and external leak detection. Controller to be equipped with integral printer, LCD light groups identifying inventory, system status, setup and diagnostic and an internal telephone fax/modem/dialer. Controller shall include all software and interface modules for the probes, sensors, dispenser, dispenser interface module, alarms, modems and other input/output devices required for a complete system. The console panel shall be able to control four (4) tanks and the price shall include one mag probe, one interstitial sensor and one piping sump sensor compatible with the storage tank and monitoring system being used.

The mag probe must include a 4"cap, ring kit and AST installation kit. Contractors must include a float set which will fit the tank supplied.

At the time of installation, the contractor is to supply four (4) hours per site of Veeder Root or approved equal startup and training at no additional cost to the State (including travel time and any associated start-up & training costs) per Division # 2 contractor.

**Accessories: Price Line 00020 - 00050**

Line item 00020 to 00050 is for the purpose of obtaining remote accessories to the Veeder Root or approved equal panel.

**Division II - SPECIFICATION #6 - (PRICE LINES 00051 - 00053)**

**ABOVE GROUND WASTE OIL STORAGE TANK**

|                   |                                                                  |                   |                   |
|-------------------|------------------------------------------------------------------|-------------------|-------------------|
| <b>Capacity:</b>  | <b>500 gal.</b>                                                  | <b>1,000 gal.</b> | <b>2,000 gal.</b> |
| <b>Rating:</b>    | Double wall steel, UL 142 for all tanks.                         |                   |                   |
| <b>Shape:</b>     | Cylindrical for all tanks.                                       |                   |                   |
| <b>Dimension:</b> | Standard mid range length and diameter within the tank industry. |                   |                   |

**Each new waste oil storage tank must be supplied with the following:**

**Components:** Morrison Clock Gauge, Monitoring Tube, Saddle or Skid Mounted, Emergency Vent System, Vent Pipe code length w/screw on top. Fill w/containment with a drain, drain valve or drain pump (low profile, integral w/tank) at end of tank, Overfill Preventer Valve with a dust cap, Morrison 9095A or approved equal, two additional 4" top tank openings (for other pipe connections) above the standard.

**Accessories:** Signage on EACH side ("NO SMOKING", Hazardous Mat' Diamonds w/ appropriate numbers, "COMBUSTIBLE" or "FLAMMABLE" as applicable, Product being stored and std. Signage): Fuel fill lid painted identifying inside of tank product as per API: steps and platform is to be freestanding with handrails and a painted finish, 45 degree accent, meeting OSHA stds. and allowing waist height filling; capping "steel" of all unused openings; waste oil screened dumping sump w/air driven lifting pump and portable hose for removing remote oil, valving, piping and similar in design to the SCAT model WOP-100 or approved equal, at no additional cost to the State.

The waste oil pump (**sump**) is to be constructed of carbon steel with a finish light in color. It is to be stand alone and shipped loose.

**Finish:** Polyurethane paint, which is light in color.

Waste oil tank sump and operational compartment is to be: 36" wide x 18" deep x 10 " high for the 500, 1000 and 2000 gallon tanks. A screen is to be supplied. The waste oil air driven pump is to have a 1" inlet and a 1" outlet. The cover does not have to be water tight but is to be water protected. The lid edges are to overlap the opening. The waste oil tank and all components/ accessories are to be shipped loose with the installation to be done by others.

**3.4 DIVISION III - INSTALLATION & TANK REMOVAL REQUIREMENT (PRICE LINES 00054 - 00064)**

**3.4.1 TECHNICAL SPECIFICATIONS**

This section of the RFP is to obtain construction, maintenance, and tank removal services for the installation of new and existing fuel facilities.

**3.4.2 PUBLIC WORKS CONTRACTOR REGISTRATION**

The Public Works Contractor Registration Act (PWCRA) requires that all contractors, including named subcontractors, to register with Department of Labor prior to submitting price proposals or engaging on certain public works contracts that exceed the prevailing wage threshold. The prevailing wage threshold for the State is \$2,000.00

This registration is required for the various trade categories required to perform work as listed herein.

For additional information the following website should be checked:

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

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

Public work" means construction, reconstruction, demolition, alteration, custom fabrication, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program. "Public work" shall also mean construction, reconstruction, demolition, alteration, custom fabrication, or repair work, done on any property or premises, whether or not the work is paid for from public funds, if, at the time of the entering into of the contract:

1. Not less than 55 percent of the property or premises is leased by a public body, or is subject to an agreement to be subsequently leased by the public body; and

3.4.2.1 The portion of the property or premises that is leased or subject to an agreement to be subsequently leased by the public body measures more than 20,000 square feet.

### **3.4.3 PAYMENT**

The contractor shall invoice for only those hours authorized and approved by the State Contract Manager. The contractor will be paid for hours that have been satisfactorily performed and properly authorized by the State Contract Manager.

**3.4.3.1** The contractor shall be paid for each hour a trades employee spends at the facility.

**3.4.3.2** The contractor shall be paid the upcharge rate awarded, over the current prevailing wage including supplemental benefits. The prevailing wage will be what is listed for the date the work is performed in the county it is completed.

**3.4.3.3** This upcharge rate shall be all-inclusive, and be comprised of all direct and indirect costs including but not limited to: overhead, fee or profit, travel expenses, per diem, managerial/administrative/clerical support, safety equipment, supplies, tools, employee benefits, etc. This rate includes portal-to-portal expenses as well as per diem expense such as food.

#### **For Example:**

Plumber Journeyman, Regular time - Mercer County  
Work performed on 11/28/11, wages are \$73.58/ hour  
Contractor percentage upcharge is 15%  
Total payment: \$84.62/hour

**3.4.3.4** It shall be the responsibility of the contractor to make payments to their employee in accordance with the DLWD prevailing wage determination rate for the specific trade and county.

**3.4.3.5** It is intended that installation will be performed by the contractor. However in case a contractor intends to use or not to use a sub-contractor for providing installation services, the contractor must complete the requirements listed in Section 4.4.8 of this RFP.

**3.4.3.6** Whenever, the Using Agency places an order for installation of a new tank, the cost of the removal and disposal of the old tank will be the responsibility of the contractor awarded for Division III of this RFP. The State will pay only the cost of the new equipment, its installation and disposal of tank product, sludge and contaminated soil #ID-27 as defined in this specification.

**3.4.3.7** This contract may be used for removal of tanks without replacement. If this option is used, agencies will pay for tank disposal using the labor rates indicated on price line 00054 to 00063 of the RFP as per contract award for the work needed.

**3.4.3.8** The contractors selected are **NOT TO OFFER** engineering sampling, well monitoring or other types of professional services to New Jersey State Agencies or Municipal Governments, School Boards or the Cooperative Purchasing entities. Local government participants who wish to procure these services will do so by using the provision of local public contract law N.J.A.C. 40A:11 et seq., or other appropriate statutory authority.

**3.4.3.9** Specialized rental equipment that may be required for a project. The State contract Manager must approve the need for specialized rental equipment prior to rental. The contractor MUST document the hours of use and the type of equipment utilized on the invoice. The contractor will not be paid for just having the equipment available on his truck at the site. The contractor may bill up to 10% mark-up on the actual invoice cost of the the rental equipment.

**3.4.3.10** The State Agencies will contract separately for engineering services, soil and chemical analysis, well monitoring, remedial action and disposal of contaminated soil, with the exception of waste class ID-27.

**3.4.3.11** A per ton rate on price line 00061 will be utilized for removal and disposal of contaminated soil waste class ID-27.

### **3.5 MATERIALS NEEDED FOR INSTALLATION (PRICE LINE 00063)**

Mark-ups are not to exceed 10%, for certified clean fill needed for tank installation on price line 00064.

#### **IMPORTANT:**

Contractors are strictly advised **NOT TO SUPPLY** any State Agency or Cooperative Purchasing entity, materials such as concrete, cement, stone and sand that may be needed to complete installation of tanks, by using the pricing mechanism established on price line 00063 of the bid pricing sheets. Since these materials are available under separate State contracts as listed below, State Agencies will ONLY use the pricing established under these contracts to order such material, if needed. Pricing line 00063 will only be used for ordering material not covered under any State contracts (e.g. clean fill).

**Contractors are to provide a listing on each invoice supplied to the Using Agency a breakdown of materials used under line # 00063 for which payment is requested. Failure to provide a specific breakdown of materials used will result in a delay of payment until a detailed breakdown listing of materials used is supplied to the Using Agency.**

**The State Contracts available for the materials are as follows:**

**T-0150 - Cement Bagged Portland Delivered**

**T-0157** - Concrete Transit, Mix Delivered  
**T-0142** - Stone, Sand and Gravel Pick-Up and Delivered

### **3.6 TANK SYSTEM COMPONENTS (MECHANICAL & ELECTRICAL) (PRICE LINE 00064)**

**Contractors are to provide a listing on each invoice a breakdown of all tank system components used for which payment is requested on line 00064. Failure to provide a specific breakdown of tank system components used will result in a delay of payment until such a detailed list of tank components used is provided to the Using Agency.**

### **3.7 MANUFACTURER'S STANDARD SPECIFICATIONS (DIVISION III ONLY)**

The manufacturer's standard specifications are to be supplied by the contractor upon request and the contractors are to consult with the Using Agency to determine which type and size of aboveground storage tank and associated equipment best meets their needs for a particular project.

### **ADDITIONAL TERMS AND CONDITIONS FOR DIVISION I , II AND III**

#### **3.8 REGIONS:**

For the purpose of contract awards, the State has been divided into the following three (3) regions for both Division I, II and Division III awards.

**Northern Delivery Region** includes Bergen, Essex, Hudson, Morris, Passaic, Sussex, Union and Warren Counties.

**Central Delivery Region** includes Hunterdon, Mercer, Middlesex, Monmouth, Somerset and Ocean Counties.

**Southern Delivery Region** includes Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester and Salem Counties.

The awarded contractors must service the entire region, not just individual counties.

#### **3.9 WARRANTY**

Piping systems, monitoring devices and auxiliary equipment sold and installed under this contract are to be covered by the manufacturer's standard warranty and warranty period. However, per Section 3.2 of this RFP, all new storage tanks are to be covered by the 30 year warranty for both the storage tank and the outer coating of the tank.

Additionally, the contractor is to warranty the installation for a one (1) year period. The contractor must provide warranty period for the tanks, fuel dispensers and submersible in-tank pump on the price sheets for each piece of equipment.

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

construed as a waiver by the State or Agency, of any rights under the agreement or of any cause of action arising out of the Contractor's performance of the Contract.

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

### **3.10 CONTRACTOR PERSONNEL**

**3.10.1** The contractor will be solely responsible for all direct management, supervision and control of the work performed by the contractor's personnel. The contractor shall be responsible for deciding the proper work methods and procedures to be used for making sure that it is properly and safely undertaken and finished satisfactorily.

**3.10.2** The contractor shall be required to submit all certifications for trades employees to the State Contract Manager prior to contractor personnel reporting to work.

**3.10.3** All trades employees provided by the contractor or any of its subcontractors shall be considered employees of the contractor or subcontractor. These trades employees shall not be considered employees of the State or as independent contractors. Therefore, the contractor and any of its subcontractors must provide all documentation related to these personnel with respect to their classification as employees. This documentation shall include salary, benefits and proper payroll deductions such as federal and state income taxes, disability and unemployment insurance and so forth.

**3.01.4** All contractor's personnel assigned to State facilities shall wear a uniform supplied by the contractor bearing the contractor's logo or other company identification.

**3.10.5** The contractor shall provide photo identification badges to each employee. Contractor's personnel and subcontractor personnel shall display a laminated picture identification on their person. The identification shall clearly display the individual's first and last names printed underneath the picture. The contractor's logo or subcontractor logo shall also appear on the picture side of the card. Any contractor's or subcontractor's employee reporting to work without company identification badge shall not be permitted to enter the building.

**3.10.6** The contractor's personnel must observe all regulations in effect at the State agency, including security sign-in/sign-out procedures. While on State property, trades employees are subject to the control of the State. Under no circumstances will the contractor or its personnel represent themselves as employees of the State.

**3.10.7** The contractor shall remove any trades employees who are in the opinion of the State, guilty of improper conduct or who are not qualified or needed to perform the work assigned to them. Examples of improper conduct include, but are not limited to: insobriety, sleeping on the job, insubordination, theft, tardiness or substandard performance. The State's Contract Manager or its representative may direct that the contractor replace offending personnel at once.

**3.10.8** The State's Contract Manager may require the immediate replacement and removal from the work crew any employee who is identified as a potential threat to the health, safety, security, general well being or operational mission of the facility and its population.

### **3.11 FOREMAN REQUIREMENTS**

Foreman requirements vary by trade and county. All foreman requirements are determined by DLWD's Division of Wage and Hour Compliance, Public Contracts Section. Each Using Agency shall determine if and when a foreman is required for that specific trade.

### **3.12 WORK SCHEDULES**

**3.12.1** The standard workday shall be an established consecutive eight (8) hour period, exclusive of a thirty (30) minute unpaid lunch period. The State Contract Manager reserves the right to request the contractor to assign trades employees to a set work week which will meet the needs of the State.

**3.12.2** On any assignment, job conditions may dictate a change in the established starting time and or a staggered lunch period. When such circumstances arise, the contractor must notify the State Contract Manager and get their approval before making the desired change.

**3.12.3** All overtime, premium time, shift differential, emergencies must be approved in advance in writing by the State Contract Manager. Any overtime and premium time worked without prior written approval will not be paid to the contractor. Any emergency overtime must receive oral approval from the State Contract Manager and subsequent post-emergency written approval.

All overtime, shift differential and recognized holidays will follow those established by the New Jersey Department of Labor and Workforce Development (DLWD) for that trade in the specific county worked.

Prevailing Wage Rates on construction related public work trades' rates can be located at the following website:

[http://lwd.dol.state.nj.us/labor/wagehour/wagerate/prevailing\\_wage\\_determinations.html](http://lwd.dol.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html)

**3.12.4** Shift Differential shall be put into effect for the convenience of the State. All shift differential shall be paid in accordance with the prevailing wage rates as established by DLWD.

### **3.13 CODES AND STANDARDS**

All projects performed under this RFP shall comply with the latest editions of codes, laws, and ordinances of Federal, State and Local governing bodies and authorities having jurisdiction.

**3.13.1** Permit and code inspections are performed by other regulating agencies. Therefore, the using agency cannot control these inspection schedules. The contractor will be responsible to schedule all necessary code inspections.

**3.13.2** If permit or code violations are found in any work performed by the contractor, the contractor must correct all violations at no additional cost to the State.

### **3.14 DELIVERY**

**3.14.1** All items are to be FOB destination. The contractor shall be responsible for the delivery of equipment in first class condition at the point of delivery, and in accordance with good commercial practice. The contractor is responsible for unloading all equipment at the site.

**3.14.2** Contractors(s) will furnish a delivery schedule as to time required for delivery from receipt of order and will notify the agency at least forty-eight (48) hours in advance of shipment so that necessary arrangements can be made. The equipment distributor or delivering agency will be responsible for the unloading of the tanks and accessories at the site.

**3.14.3** If deliveries can not be affected within the stated time after receipt of order, the ordering agency shall be advised immediately to permit purchase from a secondary source. There will be no back ordering, except upon specific approval of ordering agency.

**3.14.4** The Director reserves the right to authorize the using agency to obtain equipment necessary to function properly from any available source in the event the contractor fails to meet their delivery commitments. In such event, the order will be canceled and the difference in price is to be paid by the defaulting contractor.

**3.14.5** Contractor deliveries for all items shall be made at such time and in such quantities as ordered in strict accordance with the instructions from the using agency.

**3.15 REPLACEMENT OF UNSATISFACTORY ITEMS:**

In the event the item(s) covered during the warranty period, in the opinion of the State, are not providing satisfactory performance or requires an excessive amount of remedial maintenance the contractor, after notice in writing by the State that such a situation exists, agrees to remove and replace the defective unit as per the original specifications within ten 10 days of such notice at no cost to the State. Failure to comply with this provision may result in the cancellation of order for said unit with the State reserving the right to order similar unit from any available source. The difference in cost including transportation and installation costs, to be paid by the defaulting contractor.

## **4.0 PROPOSAL PREPARATION AND SUBMISSION**

### **4.1 GENERAL**

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

Use of URLs in a proposal should be kept to a minimum and may not be used to satisfy any material term of an RFP. If a preprinted or other document included as part of the proposal contains a URL, a printed (or if a bid is submitted electronically, electronic) copy of the URL page shall be provided and will be considered as part of the proposal. Additional URLs on the copy of the URL page shall not be considered as part of the proposal unless a copy of those URL pages are also provided.

**The forms discussed herein and required for submission of a proposal in response to this RFP are available on the web at**  
<http://www.state.nj.us/treasury/purchase/bid/summary/12-X-22097.shtml>  
**unless noted otherwise.**

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

In order to be considered, a proposal must arrive at the Division in accordance with the instructions on the RFP signatory page accompanying this RFP. Contractors are cautioned to allow adequate delivery time to ensure timely delivery of proposals. **State regulation mandates that late proposals are ineligible for consideration. THE EXTERIOR OF ALL PROPOSAL PACKAGES ARE TO BE LABELED WITH THE PROPOSAL IDENTIFICATION NUMBER AND THE FINAL PROPOSAL OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

### **4.3 EBID VS. NON-EBID SUBMISSION INSTRUCTION**

#### **4.3.1 EBID SUBMISSION OF PROPOSAL**

If the contractor is submitting an eBid proposal, hard copy submission is not required. Instructions detailing how to enroll in and submit an eBid are available on the web at <https://wwwnet1.state.nj.us/treasury/dpp/ebid/>. If the contractor submits both an eBid and a hard copy of the contractor's proposal, the eBid proposal will prevail in the event of a discrepancy between the electronic and paper versions.

When submitting an eBid, do not use any symbols (i.e., #, @, \$, &, \*) in the filename.

#### **4.3.2 NON-EBID SUBMISSION**

The contractor must submit the following proposal copies:

**One (1) complete ORIGINAL proposal**, clearly marked as the "ORIGINAL" proposal.

**One (1) complete** and exact copy, clearly marked "COPY".

**One (1) unbound, complete and exact copy** of the original, clearly marked "COPY".

Copies are necessary in the evaluation of the proposal and for record retention purposes. A contractor failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. The contractor should make and retain a copy of its proposal.

## **4.4 PROPOSAL CONTENT**

### **4.4.1 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED WITH PROPOSAL**

#### **4.4.1.1 SIGNATORY PAGE**

The bidder shall complete, including signature of an authorized representative of the bidder, and submit the Signatory Page accompanying this RFP. If the bidder is a limited partnership, the Signatory Page must be signed by a general partner. If the bidder is a joint venture, the Signatory Page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the proposal.

##### **4.4.1.1.1 MACBRIDE PRINCIPLES CERTIFICATION**

The bidder must certify pursuant to N.J.S.A. 52:34-12.2 that it is in compliance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 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. Please refer to Section 2.5 of the State of NJ Standard Terms and Conditions and N.J.S.A. 52:34-12.2 for additional information about the McBride principles.

By signing the RFP Signatory Page, or by entering its PIN if submitting an eBid proposal, the bidder/offeror is automatically certifying that either:

- a. The bidder has no operations in Northern Ireland; or
- b. The bidder has business operations in Northern Ireland and is committed to compliance with the MacBride principles.

A bidder/offeror electing not to certify to the MacBride Principles must nonetheless sign the RFP Signatory Page AND must include, as part of its proposal, a statement indicating its refusal to comply with the provisions of this Act.

##### **4.4.1.1.2 NO SUBCONTRACTOR CERTIFICATION**

For a proposal that does NOT include the use of any subcontractors, by signing the RFP Signatory Page, or by entering a PIN if submitting an eBid proposal, the contractor is *automatically* certifying that:

1. In the event the award is granted to contractor's' firm and the contractor later determines at any time during the term of the contract to engage subcontractors to provide certain goods and/or services, pursuant to Section 5.8 of the State of NJ Standard Terms and Conditions, the contractor will submit a Subcontractor Utilization Plan form for approval to the Division of Purchase and Property in advance of any such engagement of subcontractors.
2. If the contract is a small business subcontracting set-aside, the contractor certifies that in engaging subcontractors, it will make a good faith effort to achieve the subcontracting set-aside goals, and will attach to the Subcontractor Utilization Plan documentation of such efforts in accordance with N.J.A.C. 17:13-4 et seq.

##### **4.4.1.1.3 NON-COLLUSION**

By submitting a proposal, the bidder certifies as follows:

- a. The price(s) and amount of its proposal have been arrived at independently and without consultation, communication or agreement with any other bidder, contractor or potential contractor.
- b. Neither the price(s) nor the amount of its proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a contractor or potential contractor, and they will not be disclosed before proposal opening.
- c. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- d. The proposal of the firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- e. The bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

#### **4.4.1.1.4 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION**

The Treasurer has established a business ethics guide to be followed by State contractors in their dealings with the State. The guide provides further information about compliance with Section 2.8 of the State of New Jersey Standard Terms and Conditions. The guide can be found at:

[http://www.state.nj.us/treasury/purchase/ethics\\_guide.shtml](http://www.state.nj.us/treasury/purchase/ethics_guide.shtml)

By signing the RFP signatory page, or by entering a pin if submitting an e-bid proposal, the bidder is automatically certifying that it has read the guide, understands its provisions and is in compliance with its provisions.

#### **4.4.1.2 OWNERSHIP DISCLOSURE FORM**

Pursuant to N.J.S.A. 52:24.2, in the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the proposal. Failure to submit the form will preclude the award of a contract.

#### **4.4.1.3 DISCLOSURE OF INVESTIGATIONS AND ACTIONS INVOLVING BIDDER**

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form for this purpose.

#### **4.4.1.4 SUBCONTRACTOR UTILIZATION PLAN**

All bidders intending to use a subcontractor must submit a completed Subcontractor Utilization Plan. Please see the State of New Jersey, Division of Purchase and Property's Subcontractor Forms which includes the Subcontractor Utilization Plan form.

#### **4.4.1.5 SMALL BUSINESS REGISTRATION FOR SET-ASIDE CONTRACTS**

Not applicable to this procurement.

#### **4.4.1.6 BID SECURITY**

Not applicable to this procurement.

#### **4.4.1.7 PRICING**

The bidder must submit its pricing on the State supplied Price Sheet/Schedule and supply any additional pricing information as directed in RFP Section 4.4.5.

#### **4.4.1.8 PUBLIC WORKS CONTRACTOR REGISTRATION**

At the time of the bid due date, the bidder and the subcontractors must be registered in accordance with the "The Public Works Contractor Registration Act (PWCRA) N.J.S.A. 34:11-56.48 et seq.) This registration is required for the various trade categories required to perform work as listed herein.

Questions regarding Public Works Contractor Registration, Department of Labor and Workforce Development registration should be addressed to:

Contractor Registration  
New Jersey Department of Labor and Workforce Development  
Division of Wage and Hour Compliance  
PO Bo 369 Trenton, NJ 08625-0389  
Tel. 609-292-9464  
Fax: 609-633-8591

For additional information the following web site should be checked:

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

**NOTE: All bidders, their named dealers and subcontractors must provide proof of registration with Public Works ON THE DATE OF BID OPENING.**

#### **4.4.2 FORMS REQUIRED BEFORE CONTRACT AWARD AND THAT SHOULD BE SUBMITTED WITH THE PROPOSAL**

##### **4.4.2.1 BUSINESS REGISTRATION**

In accordance with N.J.S.A. 52:32-44(b), a bidder and its named subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue prior to the award of a contract. To facilitate the proposal evaluation and contract award process, the bidder should submit a copy of its valid BRC and those of any named subcontractors with its proposal. Refer to Section 2.1 of the State of NJ Standard Terms and Conditions.

Any bidder, inclusive of any named subcontractors, who does not have a valid business registration at the time of proposal opening or whose BRC was revoked prior to the submission of the proposal should proceed immediately to register its business or seek re-instatement of a revoked BRC. Bidders are cautioned that it may require a significant amount of time to secure the re-instatement of a revoked BRC. The process can require actions by both the Division of Revenue and the Division of Taxation. For this reason, a bidder's early attention to this requirement is highly recommended. The bidder and its named subcontractors may register with the Division of Revenue, obtain a copy of an existing BRC or obtain information necessary to seek re-instatement of a revoked BRC online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

A bidder otherwise identified by the Division as a responsive and responsible bidder, inclusive of any named subcontractors, but that was not business registered at the time of submission of its

proposal must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the Division. A bidder who fails to comply with this requirement by the deadline specified by the Division will be deemed ineligible for contract award. Under any circumstance, the Division will rely upon information available from computerized systems maintained by the State as a basis to verify independently compliance with the requirement for business registration.

A bidder receiving a contract award as a result of this procurement and any subcontractors named by that bidder will be required to maintain a valid business registration with the Division of Revenue for the duration of the executed contract, inclusive of any contract extensions.

#### **4.4.2.2 SERVICES SOURCE DISCLOSURE CERTIFICATION FORM**

Pursuant to N.J.S.A. 52:34-13.2, prior to an award of contract, the bidder is required to submit a completed source disclosure form. The bidder's inclusion of the completed Services Source Disclosure Form with the proposal is requested and advised. Refer to RFP Section 7.1.2 for additional information concerning this requirement.

#### **4.4.3 SUBMITTALS**

1. Bidder(s) should provide as part of their bid submission detailed specifications and illustrated literature for all equipment they are proposing along with a letter from the manufacturer for authorized distributor for price line items 00001-00012. Failure to provide specifications and illustrated literature with its bid proposal or within five (5) days of written notification from the State will result in the bidder being non-responsive to the bid proposal for award of "Division I – Equipment" section only.
2. Bidder(s) should provide as part of their bid submission detailed specifications and illustrated literature for all equipment they are proposing for price line items 00013 - 00053. Failure to provide specifications and illustrated literature with its bid proposal or within five (5) days of written notification from the State will result in the bidder being non-responsive to the bid proposal for award of "Division II – Fuel Storage Tank Related Equipment" section only.
3. Bidder(s) should provide as part of their bid submission their Public Works Contractor Registration Act Certificate. Failure to provide such certification with its bid proposal or as specified under Section 3.4 of this RFP will result in the bidder being non-responsive to the bid proposal.
4. The bidder is to check which region(s) they will serve on price line 00001 for Division I and price line 00013 for Division II and on price line 00054 for Division III requirements **as listed on the price pages of this proposal**.

☐ Northern                      ☐ Central                      ☐ Southern                      ☐ Entire State

The prices submitted shall apply to all using agencies in the region bid. If awarded a contract, the contractor must service all counties and using agencies in the region(s) awarded.

Bids for less than a complete region will not be considered for award for that region only. (Do not check individual counties.)

#### **4.4.3.1 BIDDER EXPERIENCE**

The bidder should complete ALL the information requested on the Bidder Data Sheet Form attached to this RFP so that the State is able to make a sound business judgment regarding the bidder's experience and capability to perform the contract to the State's satisfaction.

The State may require a bidder to provide additional information or documentation within seven (7) days of request by the State.

#### **4.4.3.2 DISCLOSURE OF PRODUCT COMPOSITION**

The bidder should furnish material safety data sheets (MSDS) or manufacturers' equivalent information sheets on the products and/or chemicals used in performing the services specified in this RFP with the bidder's bid proposal. The bidder must submit the MSDS within seven (7) days of written notification. Failure to supply this information within the seven (7) day period will result in rejection of the bid for that price line.

#### **4.4.3.3 SAMPLES/SAMPLE TESTING**

Not applicable to this procurement.

#### **4.4.4 FINANCIAL CAPABILITY OF THE BIDDER**

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

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

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

The State reserves the right to make the determination to accept the assertion and shall so advise the bidder.

#### **4.4.5 PRICE SCHEDULE/SHEET**

In order for the State to make sound business judgments regarding products and prices offered in response to this RFP, the bidder must supply, with its bid proposal, the information requested on the RFP's pricing lines in sufficient detail as to allow the State to determine the firm, fixed bid pricing and the precise product or service being offered, i.e., with no possible misinterpretation of the price or product/service being offered by the bidder. A bidder's failure to provide, within its bid proposal, the information deemed by the State to be essential for product identification or price determination will result in rejection of that bidder's proposal. Notwithstanding the aforementioned material obligation, in order to support the State's decision-making process, the State may require a bidder to provide additional information or documentation that has been deemed not to be material to product identification or price determination, in which case, the bidder shall, within the time limit set forth in the written request, comply with said request.

Each bidder is required to hold its prices firm for a period of ninety (90) days. Every effort will be made to award the contract prior to the time period set forth above. However, upon the Director's request and by mutual consent, the State and the lowest first responsible Bidder and/or second lowest responsible Bidder and/or third lowest responsible Bidder may agree to extend the time the State may make an award.

#### **4.4.5.1 DELIVERY COSTS**

Unless otherwise noted elsewhere in the RFP, all prices for items in proposals shall 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.

#### **4.4.5.2 C.O.D. TERMS**

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

#### **4.4.5.3 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 proposal.

- a. Discount periods shall be calculated starting from the next business day after the using agency has accepted the goods or services, received a properly signed and executed invoice 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 invoice shall be deemed the date of the State's response to that invoice.

#### **4.4.6 COOPERATIVE PURCHASING**

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

#### **4.4.7 PRICE SHEETING INSTRUCTIONS**

Bidders are **not** required to bid all divisions to be considered for an award. However, if bidders choose to bid in Division I, Division II and/or Division III, they **MUST bid all line items in each selected Division** in order to be considered for an award.

4.4.7.1 Bidder(s) submitting a bid proposal for "Division I Fuel Storage Tanks and Accessories" must provide pricing for price line items 00001 to 00012 of this RFP, and must include manufacturer's brand and model number for the equipment bid. Failure to provide specifications and illustrated literature along with brand and model number with the bid

proposal or within five (5) days of written notification from the State will result in the bidder being non-responsive to the bid proposal for award Division I only.

4.4.7.2 Bidder(s) submitting a bid proposal for “Division II Fuel Storage Tank Related Equipment” should provide pricing for price line items 00013 to 00053 of this Proposal, and must include manufacturer’s brand and model number for the equipment bid. Failure to provide the brand and model number with the bid proposal or within five (5) days of written notification from the State will result in the bidder being non-responsive to the bid proposal for award to the proposal for for Division II only. **If it is determined that a particular product or price line item is not available it will be excluded from the evaluation criteria.**

4.4.7.3 Bidder(s) submitting a bid proposal for “Division III, Installation and Tank Removal Services”, must provide an mark-up to the prevailing wage price on price line items 00054 – 00055 and 00057 – 00060 and 00062 of this RFP. An all inclusive hourly rate is required for price lines 00056 and 00057 for equipment usage. A per ton price is required for price line 00061. Failure to do so will result in being non-responsive to the proposal for for Division III only.

4.4.7.3 The bidder must submit prices for all price lines 00054 to 00064 in order to be eligible for award for "Division III - Installation & Tank Removal". Failure to do so will result in the rejection of its bid proposal for "Division III - Installation & Tank Removal" only. Contractors do not have to bid on “Division I” or Division II in order to submit a bid proposal for “Division III” requirements of this RFP.

4.4.7.4 Bidders must provide an net price with a percentage (%) markup not to exceed for price line 00056 to include the rental of equipment not specified on any other price lines. The contractor MUST document the hours of use and the type of equipment utilized on the invoice. Under no circumstances is the contractor to be paid for just having the equipment available on his truck at the site.

4.4.7.5 The award for Division III will be a multiple vendor award to the five (5) low cost bidders per region.

4.4.7.6 Bidder(s) submitting a bid proposal for “Division III, Installation and Tank Removal Services”, must provide a mark-up not to exceed 10% over invoice price on price line items 00063 - 00064, **If a mark-up of more than 10%** over invoice price (proof of invoice must be presented with billing) is submitted **the bidder** will be considered non-responsive and therefore will **not be eligible** for an award in “Division III”.

4.4.7.7 Bidders are to provide invoice pricing with a mark-up not to exceed 10%, for certified clean fill needed for tank installation on price line 00064 of the price sheets.

4.4.7.8 Bidder(s) are to check which region(s) they will service on the first price line of each Division.  
(Division I - price line 00001; Division II – price line 00013 and Division III - price line 00054)

4.4.7.9 Bidders are to provide the warranty period for each type of equipment on the price line provided.

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

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

The contract awarded as a result of this RFP shall consist of this RFP, addenda to this RFP, the contractor's proposal, any best and final offer and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the State of NJ Standard Terms and Conditions accompanying this RFP.

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

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

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

The term of the contract shall be for a period of **three (3) years**. The anticipated "Contract Effective Date" is provided on the signatory page accompanying this RFP. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

The contract may be extended for all or part of **two (2)**, one-year periods, by the mutual written consent of the contractor and the Director at the same terms, conditions, and pricing at the rates in effect in the last year of the contract or rates more favorable to the State.

**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 forty-five (45) days after contract expiration.**

### **5.3 CONTRACT TRANSITION**

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

### **5.4 CONTRACT AMENDMENT**

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

### **5.5 CONTRACTOR RESPONSIBILITIES**

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

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of

responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

## **5.6 CLAIMS AND REMEDIES**

### **5.6.1 CLAIMS**

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

### **5.6.2 REMEDIES**

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

### **5.6.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS**

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State of NJ Standard Terms and Conditions, 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 as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

## **5.7 ITEMS ORDERED AND DELIVERED**

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. Refer to Section 6.3.a of the State of NJ Standard Terms and Conditions for additional information.

## **5.8 MANUFACTURING/PACKAGING REQUIREMENTS**

All products must conform in every respect to the standards and regulations established by Federal and New Jersey State laws.

All products shall be manufactured and packaged under modern sanitary conditions in accordance with federal and state law and standard industry practice.

All products are to be packaged in sizes as specified in this RFP and shall be packaged in such a manner as to ensure delivery in first class condition and properly marked for identification. All shipments must be comprised of original cartons associated with the commercial industry represented by the actual product contained within each carton. Deliveries containing re-used, re-labeled, re-worked or alternate cartons are subject to rejection by the Using Agency at the contractor's expense.

## **5.9 ELECTRONIC PAYMENTS**

With the award of this contract, the successful vendor(s) will be required to receive their payment(s) electronically. In order to receive your payments via automatic deposit from the State of New Jersey, complete and return the "Credit Authorization Agreement for Automatic Deposits

(ACH Credits)” Form with an **original voided check or bank letter**. The form must include ABA number (routing or transit number), bank account number and if the bank account is a checking or savings account. The form and instructions are located on the Office of Management & Budget’s website at: <http://www.state.nj.us/treasury/omb/forms/index.shtml>. The completed form along with the required voided check or bank letter should be mailed or faxed to: Department of the Treasury, Office of Management and Budget, PO Box 221, 6TH Floor – Room 674, Trenton, N.J. 08625-0221; fax: (609)-984-5210. To assist in identifying payments, the State offers vendors access to the Vendor Payment Inquiry web application (VPI) which offers check stub information online. Contact the State of New Jersey at [AAIUNIT@treas.state.nj.us](mailto:AAIUNIT@treas.state.nj.us) to request access to this application.

## **5.10 CONTRACT ACTIVITY REPORT**

Contractor(s) must provide, on a calendar quarter basis, to the assigned Division representative, a record of all purchases made under the contract resulting from this RFP. This reporting requirement includes sales to State using agencies, political sub-divisions thereof and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, independent institutions of higher education, state and county colleges and quasi-state agencies. Quasi-state agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

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

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

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement for information. Failure to report this mandated information may be a factor in future award decisions.

Contractors must submit the required information in Microsoft Excel format.

## **5.11 PROGRAM EFFICIENCY ASSESSMENT**

Except where prohibited by law, the State shall withhold an assessment amount equal to one-quarter of one percent (.25%) of the value of all transactions under this contract. The contract pricing shall include this assessment, authorized by N.J.S.A 52:27B-56 and N.J.A.C 17:12-1.5, to maintain the State’s procurement system at a level to meet industry standards of efficiency.

## **5.12 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)**

This Subsection serves to supplement but not to supersede Sections 5.8 and 5.9 of the State of NJ Standard Terms and Conditions accompanying this RFP.

The contractor shall forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval. No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

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

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

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

### **5.13 DISCLOSURE OF PRODUCT COMPOSITION**

If requested by the State during the term of the contract, the contractor must furnish MSDS or manufacturer's equivalent information sheets on the products and/or chemicals used in performing the services specified in the contract to the Using Agency. These sheets must list complete chemical ingredients including the percentage composition of each ingredient in the mixture down to 0.1%, and the chemical abstract services numbers for those substances listing any potentially hazardous products, which may produce gas during or following application.

### **5.14 PUBLIC WORKS CONTRACT-ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT**

N.J.S.A. 10:5-33 requires that:

"During the performance of this contract, the contractor agrees as follows:

a) 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. 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 contracting officer setting forth the provisions of this nondiscrimination clause;

b) 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;

c) The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which he 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."

## **6.0 PROPOSAL EVALUATION**

### **6.1 RIGHT TO WAIVE**

The Director reserves the right to waive minor irregularities. The Director also reserves the right to waive a mandatory requirement provided that:

- (1) the requirement is not mandated by law;
- (2) all of the otherwise responsive proposals failed to meet the mandatory requirement; and
- (3) in the sole discretion of the Director, the failure to comply with the mandatory requirement does not materially affect the procurement or the State's interests associated with the procurement.

### **6.2 DIRECTOR'S RIGHT OF FINAL PROPOSAL ACCEPTANCE**

The Director reserves the right to reject any or all proposals, 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 proposals will be awarded by the Director in accordance with N.J.A.C.17:12-2.10.

### **6.3 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.

### **6.4 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 proposal price was determined.

### **6.5 ORAL PRESENTATION AND/OR CLARIFICATION OF PROPOSAL**

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

After the proposals are reviewed, one, some or all of the bidders may be asked to clarify certain aspects of their proposals. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies or material omissions or revise or modify a proposal, except to the extent that correction of apparent clerical mistakes results in a modification.

The bidder may be required to give an oral presentation to the State concerning its proposal.

Bidders may not attend the oral presentations of their competitors.

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

## **6.6 EVALUATION CRITERIA**

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

- A.
  - 1. The two (2) low bids based on overall price for **Division I** Tanks
  - 2. The two (2) low bids based on overall price for **Division II** Tank related equipment.
  - 3. The five (5) low bids to the **Division III** responsive bidders based on a consumption model which will be made available after the Notice of Award is issued. (Consumption model will be pre-date stamped prior to bid opening)
- B. Experience of the bidder
- C. The bidder's past performance under similar contracts, including if applicable, the Division's vendor performance database.

### **6.6.1 PROPOSAL DISCREPANCIES**

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

### **6.6.2 EVALUATION OF THE PROPOSALS**

After the Evaluation Committee completes its evaluation, it recommends to the Director for award the responsible bidder(s) whose proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process and makes a recommendation to the Director. The Director may accept, reject or modify the recommendation of the Evaluation Committee. Whether or not there has been a negotiation process as outlined in Section 6.7 below, the Director reserves the right to negotiate price reductions with the selected bidder.

## **6.7 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)**

After evaluating proposals, the Division may enter into negotiations with one bidder or multiple bidders. The primary purpose of negotiations is to maximize the State's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one bidder or multiple bidders. Negotiations will be structured by the Division to safeguard information and ensure that all bidders are treated fairly.

Similarly, the Division may invite one bidder or multiple bidders to submit a best and final offer (BAFO). Said invitation will establish the time and place for submission of the BAFO. Any BAFO that is not equal to or lower in price than the pricing offered in the bidder's original proposal will

be rejected as non-responsive and the State will revert to consideration and evaluation of the bidder's original pricing.

If required, after review of the BAFO(s), clarification may be sought from the bidder(s). The Division may conduct more than one round of negotiation and/or BAFO in order to attain the best value for the State.

After evaluation of proposals and as applicable, negotiation(s) and/or BAFO(s), the Division will recommend, to the Director, the responsible bidder(s) whose proposal(s), conforming to the RFP, is/are most advantageous to the State, price and other factors considered. The Director may accept, reject or modify the recommendation of the Division. The Director may initiate additional negotiation or BAFO procedures with the selected bidder(s).

**Negotiations will be conducted only in those circumstances where they are deemed by the Division or Director to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the bidder is advised to submit its best technical and price proposal in response to this RFP since the State may, after evaluation, make a contract award based on the content of the initial submission, without further negotiation and/or BAFO with any bidder.**

All contacts, records of initial evaluations, any correspondence with bidders related to any request for clarification, negotiation or BAFO, any revised technical and/or price proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a contract is issued.

**NOTE: If the Division contemplates negotiation, proposal prices will not be publicly read at proposal opening. Only the name and address of each bidder will be publicly announced at proposal opening.**

## **6.8 COMPLAINTS**

A bidder with a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to Section 5.7.b of the State of NJ Standard Terms and Conditions accompanying this RFP may be bypassed for an award issued as a result of this RFP.

## **7.0 CONTRACT AWARD**

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

#### **7.1.1 REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13 - N.J.S.A. 19:44A-20.25 (FORMERLY EXECUTIVE ORDER 134) AND EXECUTIVE ORDER NO. 117 (2008)**

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

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the means of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Division's website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee for completion and submission to the Division with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Division Procurement Specialist, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

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

#### **7.1.2 SOURCE DISCLOSURE REQUIREMENTS**

Not applicable to this procurement

##### **7.1.2.1 BREACH OF CONTRACT**

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT. If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract. Such contract shall be subject to termination for cause pursuant to Section 5.7b.1 of the State of NJ Standard Terms and Conditions, unless such shift in performance was previously approved by the Director and the Treasurer.

### **7.1.3 AFFIRMATIVE ACTION**

The intended awardee must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Intended awardee(s) not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at [http://www.nj.gov/treasury/purchase/forms/AA\\_%20Supplement.pdf](http://www.nj.gov/treasury/purchase/forms/AA_%20Supplement.pdf).

### **7.1.4 BUSINESS REGISTRATION**

In accordance with N.J.S.A. 52:32-44(b), a bidder and its named subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue prior to the award of a contract. (Refer to Section 4.4.2.1 of this RFP for further information.)

## **7.2 FINAL CONTRACT AWARD**

Two (2) awards will be made per region for Division I pricing lines 00001-00012 and Division II pricing line 00013 –00053 along with multiple awards to the five (5) overall low responsive bidders per region will be made for Division III price lines 00054 – 00065 with reasonable promptness by written notice to that responsible bidders whose bids, conforming to the invitation for bids, will be most advantageous to the State, price and other factors considered. Any or all bids may be rejected when The Director of the Division of Purchase and Property determines that it is in the public interest to do so.

### **7.2.1 DIVISION I FUEL STORAGE TANKS AND ACCESSORIES AWARD**

Bidders must bid all line items in Division I (price lines 00001-00012) to be considered for an award. The award will be based on the lowest cost for all line items added together. Failure to bid all line items 00001-00012 will result in the the bidder being considered non-responsive to the bid for Division I award only.

### **7.2.2 DIVISION II FUEL STORAGE RELATED EQUIPMENT AWARD**

Bidders must bid all line items in Division II (price lines 00013- 00053) to be considered for an award. The award will be based on the lowest cost for all line items added together. Failure to bid all line items 00013– 00053 will result in the the bidder being considered non-responsive to the bid for Division II award only. In the event, that a product in Division II is deemed unavailable to purchase, that line item will not be considered in the award evaluation.

### **7.2.3 DIVISION III TANK INSTALLATION AND REMOVAL AWARD**

Bidders must bid all line items in Division III (price lines 00054 - 00064) to be considered for an award. Price lines 00063 and 00064 will be awarded to those bidders who received an award for Division III price lines 00054 - 00062. Awards will be made to the five (5) overall low responsive bidders per region in Division III. The awards for Division III will be based on a consumption model which will be available the next business day following the deadline for submitting a BAFO, by contacting the buyer. Failure to bid all line items 00054 - 00064 will result in the the bidder being considered non-responsive to the bid for Division III award only.

### **7.3 INSURANCE CERTIFICATES**

The contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured. Refer to Section 4.2 of the State of NJ Standard Terms and Conditions accompanying this RFP.

## **8.0 CONTRACT ADMINISTRATION**

### **8.1 CONTRACT MANAGER**

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

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

#### **8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES**

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

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

#### **8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER**

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

**WARRANTY AGREEMENT**

**Warranty:** 30 year warranty for all size Aboveground Storage tanks provided by the bidder in this RFP..

30 year warranty for outer coating of tanks with the exception of the acrylic clear

|                                                    |                 |
|----------------------------------------------------|-----------------|
| <b>VENDOR WILL PROVIDE ABOVE LISTED WARRANTY:</b>  |                 |
| <b>YES</b> _____                                   | <b>NO</b> _____ |
| indicate by marking a “X” on the appropriate line. |                 |