



Request for Proposal 13-X-22592

For: Calibrated Spreading Services for Anti-Icing Chemicals and Abrasives NJDOT

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	06/18/2012	5:00 PM
Optional Pre-Proposal Conference (Refer to RFP Section 1.3.5 for more information.)	06/18/2012	1:00 PM
Proposal Submission Date (Refer to RFP Section 1.3.2 for more information.)	06/28/2012	2:00 PM

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

Small Business Set-Aside	Status ☒ Not Applicable ☐ Entire Contract ☐ Partial Contract ☐ Subcontracting Only	Category ☐ I ☐ II ☐ III
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RFP Issued By

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

Using Agency/Agencies

State of New Jersey
Department of Transportation
Division of Operations
Trenton, New Jersey 08625

Date: June 6, 2012

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Procurement Bureau, Division of Purchase and Property, Department of the Treasury on behalf of New Jersey Department of Transportation (NJDOT), Division of Operations. The purpose of this RFP is to solicit proposals for **Calibrated Spreading Services for anti-icing chemicals and abrasives**, statewide for a **period of three (3) years**. NJDOT is responsible for snow and ice control on approximately 13,000 plus lane miles of interstate and primary highways. For planning purposes, NJDOT has divided the State into three (3) regions and eleven (11) sub regions. There are sixty-six (66) winter maintenance crews that are in need of additional spreading services that this contract is designed to provide.

The intent of this RFP is to award contracts to those responsible bidders whose proposals, conforming to this RFP is 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.

It's the intent of the State to cancel ALL existing spreading services contract once a new award is announced. Bidders will be notified 30 days prior to contract cancellation as stated in Section 3.5 of the State's Terms and Conditions.

PLEASE NOTE: Bidders are encouraged to bid on any one or more sections regardless of the number of Class Q and Class R trucks the price line requires. It is the intent of the State to make as many awards as possible to have competed coverage of a section.

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.

Awards for each spreading section will be made based on the criteria in Section 6.6 in the following order:

1st : bidders that can provide **all required Class R** trucks requested for the spreading section. If an award can be made that fully covers the spreading section, no further bids will be considered. If an award cannot be made that fully covers the spreading section, the State will then consider the following:

2nd : bidders that can provide **all less than required Class R** trucks requested for the spreading section. If an award can be made that fully covers the spreading section, no further bids will be considered. If an award cannot be made that fully covers the spreading section, the State will then consider the following:

2rd: bidders that provide **less than the required Class Q** trucks requested for the spreading section.

Notwithstanding anything to the contrary in this RFP, the State may reject any or all bids if the State deems the prices proposed to be unreasonable or for any other reason in the public interest.

1.2 BACKGROUND

This is a reprocurement of the **Spreading Services for Anti-Icing Chemicals and Abrasives** term contract, presently due to expire on **10/31/13**. Bidders interested in the current contract

specifications and pricing information may review the current contract T1415 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. 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.

1.3.5 OPTIONAL PRE-PROPOSAL CONFERENCE

The date, and time of the Optional Pre-Proposal Conference is indicated on the cover sheet. The location of the Optional Pre-Proposal Conference will be as follows:

DATE: June 18th, 2012 @ 1:00 PM
New Jersey Department of Transportation
1035 Parkway Ave.
Multi Purpose Room
Trenton, NJ 08625

An attendee may represent no more than one potential bidding entity.

The purpose of the Optional Pre-Proposal Conference is to provide a structured and formal opportunity for the State to accept questions from vendors regarding this RFP.

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

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

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, 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 the proposal submission 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 the proposal submission opening, 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 SUBMISSION

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 the proposal submission 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 submission and at the place specified.

If, after the proposal submission 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 the proposal submission opening, 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 submission date and be sent to the following address:

Department of the Treasury
Purchase Bureau
PO Box 230
33 West State Street – 9th 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 submission date. Written evidence for a specific procurement that is not provided to the Director within five (5) working days of the public proposal submission date 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 vendor. 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.

Vendor – 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 vendor, where by the State vendor 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 vendor's] obligations under the contract, including payment to the subcontractor. The subcontractor has no legal relationship with the State, only with the vendor.

Transaction - The payment or remuneration to the vendor 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.

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

Calibrated – Ensuring an instrument or device is accurately measuring the output of material as per prescribed rate of pounds per lane mile.

Deployed Time – Deployed Time is the time the vendor is standing by waiting for instructions from the NJDOT Regional Emergency Operations Center or a designated representative to either begin the spreading operation, continue the spreading operation or be officially dismissed after operations have ceased.

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

The work to be performed under this RFP consists of **calibrated spreading** of anti/deicing chemicals and/or abrasives for specific crews on sections of State highways by the vendor's equipment, when and where directed by the NJDOT Regional Maintenance Engineer or his designated representative for a **term period of three (3) years**. Included under this contract is the furnishing of the agreed number of spreader trucks, each equipped with an approved vendor-owned calibrated automatic ground speed control spreader, spill plates on tailgate, driver/operator, fuel, oil, repairs, insurance, and all else necessary therefore and incidental thereto. Spreading trucks shall be bid by line which represents a maintenance yard and will support the operation in that crew's area of responsibility. An annual fuel price adjustment is included in this RFP.

An operational condition for this contract is the mandatory possession in each vehicle of a hand-held communication device that shall remain operational in the vehicle continuously while on-duty for the NJDOT, as per Section 3.10.

Each vehicle provided by this contract for a call-out by the NJDOT will be given a handheld communication device that shall remain operational in the vehicle continuously while on-duty for the NJDOT, as per Section 3.10. The communication device shall enable the NJDOT to track each vehicle using GPS technology.

It must be fully understood that whenever the vendor receives a call-out to provide spreading services, the requested number of trucks **shall be ready to begin operations** at the designated assembly area **within ninety (90) minutes from the call-out**.

At the direction of a NJDOT Shift Supervisor or representative assigned to the Maintenance Crew, vendor trucks will be required to be operated in accordance with the NJDOT standards. Application rates will be determined by the NJDOT and based on FHWA guidelines for solid chemical application rates in pounds per lane mile. Upon an award, a spreading services guide will be provided to each vendor to be distributed to each driver.

The NJDOT will furnish at the designated locations, the anti/deicing chemicals and/or abrasives for spreading by the vendor's trucks.

The requested truck(s) will be required to operate continuously until the roadway has been cleared sufficiently, in the opinion of the Regional Maintenance Engineer or his designated representative. The vendor must be able to **provide sufficient relief drivers** and/or operators to insure that all truck(s) called-out will be operational throughout the entire time the vendor remains activated by NJDOT, which may include the clean-up operation following the actual storm.

It is the responsibility of the vendor to make sure that individuals driving a vendor's truck are not violating the "Driving While Fatigued" statute.

At the begin of each Snow Season which is October 1st, each vendor truck will be subject to a Winter Readiness Evaluation, as per Section 3.3, at a location within the area covered by the Maintenance Crew for which the truck has been contracted.

Assessments may be imposed for not having spill plates, not having any or the proper safety lights and not reporting to a call-out with the requested number of trucks. The assessments are described in the related sections, **3.6 Spreader Truck Requirements**, **3.6.1 Safety Lights & Conspicuity Markings** and **3.4 Vendor Call-Out and Readiness**.

3.1 SNOW SEASON

The snow season for spreading services is **October 1st thru April 30th** of each year.

3.2 MAINTENANCE CREW JURISDICTION

A Maintenance Crew Jurisdiction is an area which the Maintenance Crew is responsible for as designated by the NJDOT Regional Maintenance Engineer. Each Maintenance Crew Jurisdiction consists of specific state highways, including ramps and turnarounds, or portions thereof, or any other identified areas. Each Maintenance Crew Jurisdiction is broken down into spreading sections, as described on the bid price sheets included in this RFP. If new lane miles are added, or if a section of roadway adjacent to a contracted spreading section is not covered by contracted vendors, spreading sections may be expanded during the spreading season at the request of NJDOT if the vendor for that section agrees to provide additional equipment at his current contracted price.

3.3 WINTER READINESS EVALUATION

All awarded vendors shall participate in a Winter Readiness evaluation. All required spreading apparatus shall be installed on trucks and the trucks ready to report for the winter readiness

evaluation during any of the ten (10) business days prior to the October 1st start date each year of the contract. The vendors will be notified in advance of a time and location to report with trucks full equipped with spreading apparatus and any other required equipment. The location will be within the jurisdiction of the contracted Maintenance Crew. The vendor will receive a payment of two (2) hours Operating time per truck for the completion of this Evaluation. As a receipt of this Evaluation the Vendor will receive an MT-89: Vendor's Hired Equipment Report, which they must use to submit the required Payment Voucher for this payment.

All trucks shall be ready for a snow call-out by October 1 of each year of the contract. The spreader shall remain installed continuously through the period extending from October 1 to April 30 of the following year, during each winter season this contract is in effect. Trucks from this contract shall not be used on any other snow plowing or spreading contracts that will hinder or conflict with the requirements of this contract.

3.4 VENDOR CALL-OUT AND READINESS

Upon an award, the vendor is to provide the NJDOT with a telephone number, which is monitored 24 hours a day, seven days a week, to be used for call-outs.

The NJDOT reserves the right to call-out one or more trucks as its needs dictate, in accordance with the terms of this contract. All call-outs will be issued from the NJDOT Regional Emergency Operations Center by telephone. Upon receipt of a call-out, the vendor will prepare trucks and/or other equipment for spreading operations. No payment of charges will be allowed unless an official regional call-out is issued. The vendor will assemble the requested number of trucks at the vendor assembly location, as noted in Section 3.5, **within ninety (90) minutes** and be fully prepared to commence spreading operations. The vendor will notify the NJDOT Regional Emergency Operations Center or the designated representative immediately when the trucks arrive at the designated assembly location fully prepared to commence snow spreading operations.

Trucks not reporting may subject the vendor to the following liquidated damages assessment:

*****ASSESSMENT*****

If, within two hours of call-out, the vendor has not reported with the required number of trucks, NJDOT may assess liquidated damages as follows:

Down one (1) truck - \$0;

Down two (2) trucks – two hours at the hourly contract rate for that specific line item;

Down three (3) trucks – three hours at the hourly contract rate for that specific line item.

At the direction of the assigned NJDOT representative at the crew location, spreader trucks will spread in accordance with the standards established for spreading patterns, speeds, and identified priority locations.

Should the need arise, the NJDOT Regional Maintenance Engineer, or his/her designee, reserves the right to temporarily assign equipment to another roadway or designated location. Payment for temporary reassignment shall be governed by the same rate of pay and guaranteed minimums that the vendor would have received had the equipment been working on the section originally assigned.

The vendor's spreader truck's driver/operator shall be subordinate to and accept direction and supervision from the NJDOT supervisor on site.

3.5 VENDOR ASSEMBLY LOCATION

A vendor assembly location will be designated by the NJDOT Regional Maintenance Engineer within the contracted Maintenance Crew's Jurisdiction.

All operating time will begin at the crew assembly location upon the arrival of the vendor's equipment in a ready to work capacity, as determined by the NJDOT Shift Supervisor on site.

NOTE: The NJDOT may request that the vendor assemble and perform spreading services at a location other than that designated when the contract was initiated and in these circumstances may waive the reporting time limit to accommodate any additional travel the vendor may incur. In this instance, the Vendor will be paid for travel time to and from the alternate assembly location. Any request made to the vendor to assemble outside of a reasonable distance from the vendor's point of origin will be at the discretion of the vendor and will not be penalized by the NJDOT if the request cannot be fulfilled.

3.6 SPREADER TRUCK REQUIREMENTS

The spreader trucks shall be a minimum gross vehicle weight (G.V.W.) and have a payload as designated below. G.V.W. is the total weight of the vehicle on its tires as a "class code", as it rests or rolls on the road, including chassis, cab, body, equipment, spreader, oil, water, fuel, the driver and the maximum material payload of anti/deicing chemicals and/or abrasives at approximately 80-120 lbs per cubic foot.

Class Q = 6 – 8 CU YD Spreader

Truck minimum spreader capacity = 13,000lbs maximum capacity = 17,000lbs

Class R = 10 – 12+ CU YD Spreader

Truck minimum spreader capacity = 21,000lbs no maximum

The NJDOT will put higher preference on Class "R" trucks over Class "Q" trucks when evaluating bids. Once a Class "R" truck has been bid the NJDOT **will not** accept the substitution of a Class "Q" truck for a Class "R" truck.

The bidder must complete Form 1, "Anti-Icing/Deicing Chemicals and/or Abrasives Spreading Services Questionnaire", attached to this RFP.

The vehicle must be registered for the appropriate weight. All spreader trucks shall be appropriately registered and/or licensed to perform the required work on the state highway system. Safety lights shall be required as noted in Section 3.7.2. All trucks fulfilling this contract will be subject to inspection at any time during a call-out and may not be permitted to operate if any of the requirements are not met.

The vendor shall be responsible for fuel, chains, repairs, insurance, safety lighting and all other items necessary for operations. All equipment must be refueled with a minimum loss of operating time. The vendor shall receive no compensation for those hours during which the equipment fails to operate due to mechanical trouble or absence of operator or crew.

All integral components equipment shall be installed on the trucks before October 1, and remain installed in an operational status until April 30 for each yearly snow season.

All equipment shall be operated in accordance with state laws and regulations.

3.6.1 SPILL PLATES

Spill plates must be mounted on the tailgate if a tailgate spreader is being used. Responding to a call-out without the spill plates will not be accepted and the following assessments may be imposed.

*****ASSESSMENT*** – (per truck)**

- 1st occurrence - 1/4 of an hour of the vendor's hourly rate for that specific spreading section
- 2nd occurrence – 1/2 of an hour of the vendor's hourly rate for that specific spreading section
- 3rd occurrence – TRUCK WILL NOT BE PERMITTED TO OPERATE

3.6.2 SAFETY LIGHTS & CONSPICUITY MARKING REQUIREMENT

All trucks providing spreading services shall be equipped with amber safety lights and shall be of the strobe, LED, or rotating type. The truck shall be equipped with the amber safety lights mounted to be visible from 360 degrees or a minimum of two safety lights mounted on the back of the truck and one in the front. The safety lights are required in addition to the vehicle's normal hazard lights. Also reflective conspicuity markings shall be placed on the rear and sides of the vehicle in conformance with New Jersey and Federal Motor Vehicle Regulations and Safety Standards. Assessments may be levied for any vehicles not having the specified safety lights in place and operating.

*****SAFETY LIGHT ASSESSMENT*** – (per truck)**

- 1st occurrence - 1/4 of an hour of the vendor's hourly rate for that specific spreading section
- 2nd occurrence – 1/2 of an hour of the vendor's hourly rate for that specific spreading section
- 3rd occurrence – TRUCK WILL NOT BE PERMITTED TO OPERATE

NOTE: All lights and mounting dimensions for all lights are to conform to all New Jersey and Federal Motor Vehicle Regulations and Safety Standards.

3.6.3 LEASING/SUBLETTING

The vendor may lease or sublet trucks and/or equipment to be used under the contract; however, the sole responsibility for this contract rests with the vendor. Should the vendor lease or sublet trucks and/or equipment, a signed "**Certification for Leasing/Subletting, Trucks, Equipment**" (**Form 2**) should be attached to its bid proposal.

Nothing contained in this RFP shall be construed as creating any contractual relationship between any subcontractor and the State of New Jersey.

3.6.4 FUEL SURCHARGE ADJUSTMENT

A fuel price adjustment (up or down) will be made to the vendor's original bid price (contract rate) once each year based on the increase or decrease in the cost of diesel fuel in accordance with the following procedure:

Adjustments will be based on diesel fuel pricing posted for the Central Atlantic Region PADD 1B by the US Department of Energy's weekly "EIA Retail On-Highway Diesel Prices– Average All Types." (<http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>) (the "EIA Posted Price"). If this source becomes unavailable, unworkable, or unsuitable, another source may be selected by the State.

Each year, the State will compute an increase or decrease to be applied to the contract rate based on the difference between the EIA Posted Price in effect on the date of the bid opening and the EIA Posted Price in effect on the 1st business day of the new contract year (the "New Rate").

If there is no EIA posting on the first business day of the new contract year, the next day's published posting will be used for the adjustment.

Each year, the yearly price adjustment will be added to or deducted from the original awarded contract price per hour. The price adjustment will be effective on the 1st business day of the new contract year. Adjustments will be rounded to the nearest cent. The State will issue an amendment to the contract to amend all contract awarded prices on or after the effective date of the price change.

EXAMPLE: (Posting examples are not reflective of actual posting amounts)

Base Rate: Published rate on date of bid opening: \$4.279

New Rate: April 9, 2012 posting (the 2nd Monday in April): \$4.282

$\$4.279 - \$4.282 = \$0.003$ or \$.03. Amount to be added to the original awarded contract price effective April 2012.

Fuel Price Adjustment For Extensions:

Fuel price adjustments for extensions may be negotiated and mutually agreed upon by the State and the vendor. The State's review may include appropriate indices, for example, EIA Index, as determined by the State, market conditions reflecting supply and demand, and other economic factors deemed appropriate by the state. Although each vendor's review will be independent, the percentage increase or decrease granted on renewal shall be the same for all vendors.

3.7 SPREADER REQUIREMENTS

The spreaders may be an integral type design (tailgate or mid-body type) or component type ("V" box slide in body type), but all types must perform in accordance with the following RFP specifications.

The spreaders must be a constant density type design (closed loop), which will automatically vary the amount of material delivered relative to the road speed of the vehicle in order to dispense a constant preset density of anti/deicing chemicals and/or abrasives per lane mile.

The spreading system is to be capable of spreading anti/deicing chemicals and/or abrasives, which may include a liquid calcium chloride additive, at varying application rate at truck speeds ranging between 0 to 30 mph. The quantity of material delivered from the spreader shall vary relative to changes of the vehicle's speed to ensure material is dispensed at a constant rate (lbs. per lane mile).

The maximum material delivery shall be 1,350 lbs. per mile at 30 mph. When the vehicle is stopped, the discharge conveyance system must stop, regardless of the discharge rate setting. A "blast" function shall be available in the spreading control system, which allows a driver/operator to apply the maximum amount of material for a short period of time, regardless of the vehicle speed.

Power for the spreader may be from the truck's primary hydraulic system or by a separate auxiliary power supply.

A protective device (safety guard) is to be placed around the spinner assembly to minimize the possibility of injury, while the spinner is in operation. The spinner disc is to remain horizontal to the road surface at all times. A minimum clearance of eight (8) inches is required between any spreader appendage and the pavement, whenever the truck body is raised.

The spreader, when operating at maximum capacity, shall be capable of having an overall spread width of 40 feet. The spreader's spinner assembly shall have an adjustment device to

permit material to drop onto the spinner which will allow the material to be spread evenly in the following spread patterns: To the left of the truck, behind the truck, to the right of the truck, behind the truck and right or left, and all three area's (lanes)

Spill plates must be mounted on the tailgate if a tailgate spreader is being used. Responding to a call-out without the spill plates will not be accepted and the truck may not be utilized and/or an assessment may be imposed, as noted in Section 3.6.

3.7.1 CALIBRATION OF EQUIPMENT

Vendors must provide a letter to the NJDOT certifying that they have calibrated the spreading equipment on their trucks prior to the start of the spreading season. Calibration certifications shall be carried in the spreading truck at all times while operating for the NJDOT. The NJDOT will direct the vendor to apply the material at the application rates determined for each weather event based on the FHWA guidelines for solid chemical applications. Application rates will be at pounds per lane mile.

3.8 MATERIALS

The NJDOT will furnish all materials to be spread by the vendors' spreader trucks. These materials may consist of anti/deicing materials such as sodium chloride, calcium chloride, salt brine, potassium acetate, magnesium chloride, or abrasives or combinations thereof.

All materials remaining in the vendor's spreader at the end of a call-out shall be returned to the appropriate NJDOT stockpile before being dismissed. Applying excess material onto the roadway as a method of emptying the spreader is strictly prohibited.

3.8.1 UNAUTHORIZED USE OF NJDOT MATERIALS

The vendor will not use NJDOT materials for any purpose other than the spreading of state roadways or as directed by a NJDOT representative. Any violation of this requirement will result in the vendor not being paid for the "Seasonal Minimum Compensation Amount", as described under Section 3.12 of this RFP. It will further result in minimum penalty of \$5,000.00 (five thousand dollars) per offense to be deducted from the vendor's accrued account, if available, or to be paid by the vendor. The State may also terminate the contract for violation of this requirement.

3.9 DRIVERS/OPERATOR REQUIREMENTS

The vendor is responsible for providing a sufficient number of drivers and/or operators to perform the services required under the contract twenty four (24) hours per day, seven (7) days per week if needed. All vendor personnel shall work within the rules, regulations and requirements of the CDL (Commercial Drivers License) and must observe all the laws and regulations of the State of New Jersey. The vendor must provide personnel who are able to effectively communicate in English. A spreading guide will be provided to the vendor for distribution to all drivers/operators. Rotation of crews will be at the discretion of the vendor in providing continuous operation to ensure the safety of its drivers/operators and the motoring public.

NOTE: IT IS THE RESPONSIBILITY OF THE VENDOR AND ITS EMPLOYEES TO ENSURE THAT NO VENDOR EMPLOYEE OR PERSON PROVIDING DRIVING SERVICES TO THE VENDOR VIOLATES THE "DRIVING WHILE FATIGUED" STATUTE OR ANY OTHER CDL REGULATION OR REQUIREMENT.

Drivers and operators provided under this contract, whether employees of the vendor or subcontractors, shall have a minimum of two years experience in operating the class of truck to which the driver or operator is assigned. All drivers are required to possess and maintain in force

throughout the term of the contract all state and federal licensing requirements as they pertain to driving class R or Q trucks. All personnel shall be experienced, thoroughly trained and qualified to perform the work assigned to them. The vendor may be required to furnish copies of driver licenses of personnel assigned to work under this contract.

While performing their duties on a travelled roadway, all vendor personnel must wear a safety vest when outside of their vehicle. The vendor and its drivers or operators will be held jointly and severally responsible for any and all accidents attributed to a driver/operator's negligence. The vendor shall maintain payroll records and reports and carry workers compensation insurance on all employee drivers, and will comply with all applicable laws and regulations of all governmental agencies relative to the employment of such drivers.

It should be noted that the NJ Prevailing Wage Act & Regulations do not apply to this service contract per N.J.S.A. 34:11-56.26(5).

3.10 COMMUNICATION

At the discretion of the NJDOT, each vendor truck may be assigned a hand-held communication device for both communication and vehicle tracking capability using GPS technology. The hand held communication device shall remain on and audible at all times and remain in the vehicle during the spreading operation until dismissed by the NJDOT. The vendor will be provided instruction for use of the hand held communication device.

The Vendor will be required to sign Form EQ-3R for each handheld device assigned.

Any failure to maintain hand held communication operability during a call-out will be deemed a breach of contract. The vendor will not be paid for any time during which the hand held communication device is not in use because of the actions of the vendor or its employees or subcontractors.

3.11 PAYMENT FOR OPERATING HOUR

The contract rate shall include all of the vendor's cost of operation, including but not limited to labor, drivers and/or operators, materials, equipment, transportation, fuel, oil, repairs, ballast, tire chains, safety lights, maintenance and insurance.

Straight time is work performed between midnight Sunday and midnight Friday, except the holidays listed in Section 3.13.

Premium time is work performed between midnight Friday and midnight Sunday, and on the holidays listed in See Section 3.13.

Payable time will begin for each truck when it arrives at the designated assembly location prepared to commence spreading operations, and the Superintendent reports to the NJDOT's Regional Emergency Operations Center or designated person. Deployed Time will be paid for actual time standing by at the designated assembly location or other location waiting to begin, continue, or cease operations, up to two hours. After two hours, Operating Time will be paid whether operations have begun or not.

3.11.1 PAYMENT FOR DEPLOYED TIME HOUR RATE

Deployed Time is the period between the time the vendor has been instructed by the NJDOT's Regional Emergency Center to stand by after all trucks and/or other equipment are assembled at the designated assembly location, prepared to commence spreading operations and the actual time the vendor is directed to commence spreading operations. Deployed Time payments shall

not exceed two (2) hours per call-out. Operating Time will be paid after two hours on stand-by whether operations have begun or not.

Bidders must propose a Deployed Time hourly rate on price line 67. Bidders may not propose a Deployed Time hourly rate over \$70.00. Bidders who provide an hourly rate over \$70.00 will be considered non-responsive and therefore, not eligible for an award.

The proposed Deployed Time rate will be used, along with the rates proposed for Operating Time and Superintendent, to calculate the bidder's overall price for evaluation purposes per Section 6.6 "Evaluation Criteria".

3.12 SEASONAL MINIMUM COMPENSATION AMOUNT

The vendor is guaranteed to receive a specified seasonal minimum compensation amount per spreading section provided the vendor performs in accordance with all the provisions of this contract throughout the entire spreading season. The minimum compensation amount per each spreading section for each year of the contract will be computed by multiplying the stipulated required number of trucks on each spreading section by a flat fee of **\$1500** per truck.

- Example
- A. Spreading section stipulates four (4) trucks required:
4 Trucks x \$1500 = \$6,000 Seasonal Minimum Compensation Amount

B. Spreading section stipulates six (6) trucks required:
6 Trucks x \$1500 = \$9,000 Seasonal Minimum Compensation Amount.

At the end of each spreading season, the sum of all monies paid to the vendor for operating time and hauling hours for a spreading section will be combined. The total monies paid will then be deducted from the specified seasonal minimum compensation amount for that spreading section and any balance due will be paid accordingly. If the total monies paid to the vendor exceeds the specified seasonal minimum compensation amount for that spreading section, additional monies will not be paid.

Any vendor who is issued a call-out and does not respond in accordance with procedures and requirements described herein will not be eligible for the seasonal minimum compensation amount. Eligible yearly seasonal minimum compensation amounts due or portions thereof shall be determined at the end of the spreading season and the amount submitted to the NJDOT after April 30 but before June 1, for payment.

Vendors who enter into an agreement with the NJDOT after the start of the spreading season shall be guaranteed a specified seasonal minimum per truck as follows:

PRIOR TO DECEMBER 31	\$1500
JANUARY 1 – 31	\$1250
FEBRUARY 1 – 28	\$1000
MARCH 1 – 31	\$ 750
APRIL 1 – 30	\$ 0

NOTE: Any contracted vendor who cancels the contract with the NJDOT or any contracted vendor who is released from the contract by the NJDOT for non-compliance of contract will not be paid any season minimum amount. Any monies due the NJDOT for any damage incurred by the vendor to either equipment or facilities shall be deducted from seasonal minimum compensation amount due.

3.13 HOLIDAYS – SUBJECT TO PREMIUM PAY

ONLY THE FOLLOWING HOLIDAYS ARE SUBJECT TO PREMIUM PAY:

THANKSGIVING DAY (4th THURSDAY IN NOVEMBER)

CHRISTMAS DAY (DECEMBER 25)
NEW YEARS DAY (JANUARY 1)

NOTE: In the event any of the above holidays falls on a Sunday, it will be observed on the following Monday, and if the holiday falls on a Saturday, it will be observed on the preceding Friday.

3.14 MEALS

Time for meals when taken by vendor's personnel, will be deducted from total hours worked.

3.15 SCOPE OF PAYMENT

The vendor hereby agrees to accept the payment as specified herein as full payment for the performance of all work hereunder, for furnishing all labor, drivers and/or operators, materials, equipment, transportation, fuel, oil, repairs, maintenance, insurance and all else necessary therefore, and for all incidental expenses in connection therewith.

3.16 PAYMENT PROCEDURE

Payments for services rendered are based on the proper completion and verification of a payment voucher provided by the NJDOT after each call-out event. No faxed copies are allowed.

Invoices are to be mailed by the vendor to:

**ACCOUNTS PAYABLE SECTION
BUREAU OF ACCOUNTING
NEW JERSEY DEPARTMENT OF TRANSPORTATION
1035 PARKWAY AVE
TRENTON, NEW JERSEY 08625**

Payment Vouchers can be found online @
<http://www.state.nj.us/transportation/business/vendorhelp>

3.16.1 SEPARATE STATE PAYMENT VOUCHERS

A vendor operating on two or more contracts or agreements shall render a separate State Payment Voucher for each contract or agreement and for each call-out separately.

3.17 PROOF OF INSURANCE

The following section supplements Section 4.2 of the States Standard Terms and conditions. Within 30 days of the award, the vendor shall furnish certificates of insurance, together with declaration pages in a form satisfactory to the purchase bureau showing compliance with this subsection. Failure to do so may result in cancellation of the contract.

Certificates shall be emailed to the address given below:

Ccau.certificate@treas.state.nj.us

All certificates must indicate the solicitation number and/or T# of the contract in the Description of Operations box and shall list the State of NJ, Department of the Treasury, Procurement Bureau, Contract Compliance & Audit Unit, PO Box 236, Trenton, NJ 08635 in the Certificate Holder Box.

The vendor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The vendor shall provide the NJDOT with current certificates of insurance for all

coverages and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after providing thirty (30) days written notice to the individuals at the addresses given above.

Upon request, the vendor shall furnish the NJDOT with a certified copy of each policy itself, including the provisions establishing premiums.

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

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

1. Broad form of comprehensive general liability.
2. Products/Completed Operations.
3. Premises/Operations.

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

The general liability insurance shall name the state, its officers and employees, as named insureds.

B. AUTOMOBILE LIABILITY INSURANCE which shall be written to cover any automobile used by the insured. Limit of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

C. WORKER'S COMPENSATION INSURANCE applicable to the laws of the State Of New Jersey and employee's liability insurance with limits of not less than:

\$1,000,000 Bodily Injury, Each Occurrence
\$1,000,000 Disease Each, Employee
\$1,000,000 Disease Aggregate Limit

CERTIFICATES OF INSURANCE MUST INCLUDE THE FOLLOWING PROVISIONS:

1. Thirty (30) day's written notice of cancellation.
2. General liability limits as described above.
3. The state, its officers and employees as named additional insured.
4. Automobile liability limits as described above.
5. Workers compensation limits as described above.
6. The name of the vendor as it appears in this contract.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the vendor for liability in excess of such coverage, nor shall it preclude the NJDOT from taking such other actions as are available to it under any other provisions of this contract or as otherwise within the law.

3.18 ACCIDENT REPORTING

The vendor's driver shall immediately report any accident to the police. As soon as possible thereafter, the driver shall report the accident to the appropriate NJDOT Regional Emergency Operations Center listed below.

Region North Emergency Operations Center-	973-601-6630
Region Central Emergency Operations Center-	732-625-4320

The vendor must promptly report, in writing, within 48 hours to the NJDOT Regional Maintenance Engineer, all accidents whatsoever arising out of or in connection with the performance of the work, whether on or adjacent to the site, which cause death, personal injury, or property damage giving full details and statements of witnesses.

3.19 SUPPLEMENTING EQUIPMENT

When deemed necessary by the NJDOT Regional Maintenance Engineer, the NJDOT reserves the right to supplement a spreading section with additional equipment from another vendor's resources or with state resources.

The NJDOT will not be obligated in any way to provide additional compensation either to the vendor assigned to the spreading section requiring supplemental vehicles or to the vendor providing the supplemental vehicles, except for monies due for the actual number of hours worked by the vendor under the terms and conditions of the contract provisions stipulated herein.

3.20 RESPONSIBILITY FOR WORK

The vendor shall not subcontract, sell, transfer, assign or otherwise dispose of the performance of the work under this contract to any third party.

The vendor assumes full responsibility for all equipment owned, loaned or leased/sublet and employed in the prosecution of the contract hereunder and agrees to make no claims against the State or the NJDOT for damages to such equipment from any cause whatsoever.

During the period the vendor has custody of materials owned by the NJDOT; the vendor shall be responsible for any negligent loss or misuse of such materials. The vendor will also be held responsible for any negligent damage to State equipment and/or facilities including guide-rails, bridge railings, signs, delineators and all other appurtenances, caused while performing spreading operations.

The State reserves the right to deduct the cost of any such loss or damage from monies/payments due to the vendor. At the conclusion of the storm operations when the services of the vendor are no longer required, the vendor must discharge the material remaining in the truck's body or the spreader's hopper back into the stockpile at the NJDOT site where the material was drawn.

3.21 VENDOR'S INDEMNIFICATION OBLIGATION

The following section supplements Section 2.2 of the State's Standard Terms and Conditions.

The vendor agrees to indemnify, defend, and save harmless the State, its officers and employees against any and all claims and suits including cost of every name and description and all damages to which the State, its officers and employees may be put by reason of injury or damage or a claim of injury or damage to the person or property of others resulting from the carelessness or negligence of the vendor arising from the performance or furtherance of the work described in this contract or any other related activity which the vendor performs for the NJDOT during the term of this contract.

3.22 VENDOR DAMAGE CLAIMS

The vendor shall not make any claim against the State, its officers or employees for any damages of any description or costs incurred by the vendor by reason of damage to the vendor's property or property used by the vendor.

3.23 NJDOT DAMAGE CLAIMS

In the event of negligent loss of or damage to NJDOT's equipment or property by the vendor or vendor's employees, the amount of the loss or value of the damaged equipment will be determined by the NJDOT, for which the vendor will be charged the cost of repair or replacement. The vendor agrees to reimburse the NJDOT for the value of such loss or damage. The reimbursement due will be billed to the vendor or withheld from monies due from the State to the vendor.

3.24 GROUNDS FOR TERMINATION OF SPREADING SERVICES CONTRACT

Satisfactory performance of this contract is directly related to and essential for the safety of all roadway users. Should the vendor's performance during the contract be deemed unsatisfactory by the NJDOT Regional Maintenance Engineer, the Director may terminate the contract. Grounds for termination may include, but are not limited to, late response for call-outs; , failure to provide a valid insurance certificate; cancellation of insurance; failure to renew insurance; failure to report ready, willing and able to begin spreading operations to the crew awarded within the ninety (90) minute call-out period; unsafe spreading practices; failure to follow NJDOT guidelines for proper spreading procedures; failure to follow the instructions of the NJDOT Regional Maintenance Engineer or his representative; failure to report with a full complement of trucks; failure to equip trucks with required safety equipment (Section 3.2 of RFP) or actions constituting a danger to the public, private property, public employees or public property.

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's signatory page, in preparing and submitting its 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/13x22592.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. Bidders 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 SUBMISSION 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 bidder is submitting an eBid proposal, hard copy submission is “**still required**”, please see Section 4.3.2 for number of complete and exact copies.” 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 bidder submits both an eBid and a hard copy of the bidder'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 bidder must submit the following proposal copies:

One (1) complete ORIGINAL proposal, clearly marked as the “ORIGINAL” proposal.

Two (2) complete and exact copies, 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 bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. The bidder 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 bidder is *automatically* certifying that:

1. In the event the award is granted to bidder's firm and the bidder 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 bidder 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 bidder 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 vendor, bidder or potential bidder.
- 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 bidder or potential bidder, and they will not be disclosed before proposal submission.
- 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 vendors 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

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 RFP.

4.4.1.6 BID SECURITY

Not applicable to this RFP.

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.

4.4.2 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 the proposal submission 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

Not applicable to this RFP.

4.4.3 SUBMITTALS

A. The bidder must furnish all information required by completing the forms accompanying this proposal for one or more spreading sections bid and offering optional graders & loaders. These forms should be submitted by the bidder with its proposal. If not received with the bid proposal, the bidder must submit these forms within five (5) days from either verbal or written request by the state. Failure to submit the forms within this time frame will result in rejection of its bid proposal.

FORM 1" *Vendor Information & Anti-Icing/Deicing Chemicals and/or Abrasives Spreading Questionnaire*
[\(Section 4.4.7 of this RFP\).](#)

"FORM 2" *Certification for Leasing/ Subletting – Trucks/Equipment* [\(Section 4.4.7 of this RFP\).](#)

"FORM 3" *Certification of Truck/Vehicle Registration*

"FORM 4" *List of Drivers/Subcontractors/Experience*

"FORM 5" *Experience of the Bidder*

B. All forms listed above must be downloaded from the state website along with the RFP and other special forms as specified in Section 4.4.7 of this RFP.

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 five (5) days of request by the State.

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 through issuance of contract.

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 METHOD OF BIDDING

A. SUBMISSION OF PRICE SHEETS

The pricing pages in the RFP indicate the number of trucks required for each spreading section. The bidder may submit a bid proposal for one or more spreading sections in one or more regions or multiple spreading sections within a region.

The bidder must submit a separate hourly rate bid for Class "Q" and Class "R" trucks if the bidder is proposing using both types of trucks in a specific spreading section. Failure to do so will result in the rejection of its bid proposal for that spreading section only.

The bidder must complete all information requested on the bid price sheets.

B. SUBMISSION OF PROPOSAL DOCUMENTS

The bidder must furnish all information required by completing the following forms accompanying this RFP for one or more spreading sections bid. These forms should be submitted by the bidder with its proposal. If not received with the bid proposal, the bidder must submit these forms within five (5) days from either verbal or written request by the State. Failure to submit the forms within this time frame will result in rejection of its bid proposal.

THE BIDDER MUST FURNISH ALL INFORMATION REQUIRED BY COMPLETING THE ATTACHED FORMS:

"FORM 1" *Vendor Information & Anti-Icing/Deicing Chemicals and/or Abrasives Spreading Questionnaire*

"FORM 2" *Certification for Leasing/ Subletting – Trucks/Equipment*

"FORM 3" *Certification of Truck/Equipment Registration*

"FORM 4" *List of Drivers/Subcontractors/Experience*

"FORM 5" *Experience of Bidder*

C. FORM 1: This form must be submitted by the bidder who is offering spreading services for any spreading section(s) listed in this RFP. The bidder must list the make, year, model, license plate number(s), the G.V.W. rating for each truck he owns or will lease from another party, for each section bid.

D. FORM 2: This form must be submitted by the bidder who either owns or will lease from another party, the types and classes of graders or loaders listed on Form 2 that may be rented by the NJDOT to supplement their winter operations. The bidder must provide the make, year, model, license plate number for each grader or loader the bidder owns/leases on this form.

F. FORM 3 – CERTIFICATION OF TRUCK/EQUIPMENT REGISTRATION: On this form the bidder certifies that the trucks/equipment offered by the bidder will have a current valid registration and the registrations will remain valid for the life of the contract. No copies of registrations are needed for this RFP.

G. FORM 4- List of Drivers/Subcontractors/Experience – This form must include all drivers and subcontractors that the bidder will use to carry out the contract. If awarded a contract, the vendor will be required to submit this form at the beginning of each contract year.

H. FORM 5 – Bidder’s Experience – On this form, the bidder must describe its experience in spreading operations. The bidder’s experience will be a factor in the bid evaluation.

IMPORTANT NOTE: If additional space is needed to list all required information on all forms, the bidder should photocopy the attached forms.

I. CAUSES FOR REJECTION OF PROPOSAL

The NJDOT reserves the right to inspect the bidder's equipment to ascertain that it is in satisfactory working condition prior to award of contract and anytime during the three (3) year contract period. The Director may terminate the contract if equipment is found to be unsatisfactory.

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 vendor'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 vendor 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 vendor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than **120** days beyond the expiration date of the contract.

5.4 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 vendor and the Director.

5.5 VENDOR RESPONSIBILITIES

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

The vendor 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 vendor 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 vendor 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 vendor's performance of this contract.

5.6 CLAIMS AND REMEDIES

5.6.1 CLAIMS

All claims asserted against the State by the vendor 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 vendor 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 vendor's price either being deducted from any monies due the defaulting vendor or being an obligation owed the State by the defaulting vendor as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

5.9 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 to request access to this application.

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 vendor 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 vendor has received written approval from the Director.

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

The vendor 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 vendor in its proposal.

5.13 PROGRAM EFFICIENCY ASSESSMENT

The State Using Agencies shall be charged an assessment equal to one-quarter of one percent (0.25%) of the value of all transactions under this contract. This assessment is 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.

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) Price – For purposes of determining the lowest bid price, the Procurement Bureau will use a consumption model. The consumption model will use the hourly Operating Time rate and the hourly Deployed Time rate proposed by the bidder to calculate an overall bid price for evaluation purposes. Points will be awarded based on price, with the lowest price for any given spreading section receiving the highest number of points. The consumption model will be made available after the issuance of the letter of intent to award;
- b) Experience of the bidder – Points will be awarded based on the bidder's experience as documented on Form 6 and Bidder's Data Sheet

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 the proposal submission opening. Only the name and address of each bidder will be publicly announced at the proposal submission 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 Vendor 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 RFP.

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.

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

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

7.3 INSURANCE CERTIFICATES

The vendor 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.

7.4 PERFORMANCE SECURITY

Not applicable to 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 vendor 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 vendor, assuring that Purchase Orders are issued to the vendor, directing the vendor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the vendor 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 vendor 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 vendor. 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 vendor 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 vendor may contact the State Contract Manager if the vendor cannot resolve a dispute with contract users.