



Request for Proposal 10-X-20890

For: Fence, Chain Link (Install & Replace)

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	05/27/09	5:00 PM
Mandatory Pre-bid Conference	N/A	N/A
Mandatory Site Visit	N/A	N/A
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	06/11/09	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 (Refer to RFP Section 4.4.2.2 for more information.)	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
Cooperative Purchasing Members

Date: May 6, 2009

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NOTICE TO BIDDERS

SET-ASIDE CONTRACTS N.J.S.A. 52:32-17, N.J.A.C. 17:13, 12A:10

Pursuant to the provisions of the New Jersey statute and administrative code cited above, this contract, or a portion thereof, has been designated as a set-aside contract for Small Business. As such, as indicated on page one of this document, eligibility to bid is limited to bidders (or subcontractors, as applicable) that meet statutory and regulatory requirements and have had their eligibility determined by the New Jersey Division of Small, Minority and Women Business Development. The definitions of each Small Business set-aside category can be found at N.J.A.C. 17:13-1.2 or N.J.A.C. 12A:10-1.2.

"Small Business" means a business that has its principal place of business in the State of New Jersey, is independently owned and operated, and has no more than 100 full-time employees.

The new program places Small Business into the following categories: (I) those with gross revenues up to \$500,000; (II) those with gross revenues of up to \$5 million; and (III) those with gross revenues that do not exceed \$12 million. While companies registered as having revenues below \$500,000 can bid on any contract, those earning more than the \$500,000 and \$5 million amounts will not be permitted to bid on contracts designated for revenue classifications below their respective levels.

Each business interested in bidding for this contract should provide, as part of its response to this solicitation, proof of its current registration as a qualifying Small Business with the New Jersey Division of Small, Minority and Women Business Development. Any business that seeks to register as a Small Business is required to submit a fee along with its application to that agency.

All necessary forms and any additional information concerning registration may be obtained by contacting the agency's office, by telephone at the number below, by mail, or in person between the hours of 9:00 am and 5:00 pm at the address below:

NEW JERSEY DIVISION OF SMALL, MINORITY AND WOMEN BUSINESS DEVELOPMENT
33 WEST STATE STREET - FIRST FLOOR
PO BOX 026, TRENTON, NJ 08625-0026
TELEPHONE: 609-292-2146

**IMPORTANT NOTICE -
NEW "PAY-TO-PLAY" RESTRICTIONS TO TAKE EFFECT NOVEMBER 15, 2008**

Note: This is for informational purposes only. Certification is to be completed upon award.

Governor Jon S. Corzine recently signed Executive Order No. 117, which is designed to enhance New Jersey's efforts to protect the integrity of government contractual decisions and increase the public's confidence in government. The Executive Order builds on the provisions of P.L. 2005, c. 51 ("Chapter 51"), which limits contributions to certain political candidates and committees by for-profit business entities that are, or seek to become, State government vendors.

Executive Order No. 117 extends the provisions of Chapter 51 in two ways:

1. The definition of "business entity" is revised and expanded so that contributions by the following individuals also are considered contributions attributable to the business entity:
 - Officers of corporations and professional services corporations, with the term "officer" being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1), with the exception of officers of non-profit entities;
 - Partners of general partnerships, limited partnerships, and limited liability partnerships and members of limited liability companies (LLCs), with the term "partner" being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1); and
 - Spouses, civil union partners, and resident children of officers, partners, LLC members and persons owning or controlling 10% or more of a corporation's stock are included within the new definition, except for contributions by spouses, civil union partners, or resident children to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides.
2. Reportable contributions (those over \$300.00 in the aggregate) to legislative leadership committees, municipal political party committees, and candidate committees or election funds for Lieutenant Governor are disqualifying contributions in the same manner as reportable contributions to State and county political party committees and candidate committees or election funds for Governor have been disqualifying contributions under Chapter 51.

Executive Order No. 117 applies only to contributions made on or after November 15, 2008, and to contracts executed on or after November 15, 2008.

Updated forms and materials are currently being developed and will be made available on the website as soon as they are available. In the meantime, beginning November 15, 2008, prospective vendors will be required to submit, in addition to the currently required Chapter 51 and Chapter 271 forms, the Certification of Compliance with Executive Order No. 117. The Certification of Compliance form for Executive Order No. 117 can be found here:

http://www.state.nj.us/treasury/purchase/forms/EO_117_NOTICE.doc

1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of State Using Agencies. The purpose of this RFP is to solicit bid proposals for Fence, Chain Link (Install and Replace).

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

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

The State intends to extend the contract[s] awarded to the Purchase Bureau's cooperative purchasing partners. These partners include quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges. Although the State, with the assent of the vendor(s), is making the use of any contract resulting from this RFP available to non-State Agencies, the State makes no representation as to the acceptability of any State RFP terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.

1.2 BACKGROUND

This is a reprocurement of the **Fence, Chain Link (Install and Replace)** term contract, presently due to expire on **07/30/09**. Bidders who are interested in the current contract specifications and pricing information may review the current contract T#0640 at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Purchase Bureau 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 email, concerning this RFP.

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

1.3.2 SUBMISSION OF BID PROPOSAL

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

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

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

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 may also be used to submit requests to review bid documents. The State will not respond to substantive questions related to the RFP or any other contract via this e-mail address.

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

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

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

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, THE BIDDER MUST SELECT THE BID 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 Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.

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

1.4.2 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are

opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP.

1.4.3 COST LIABILITY

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

1.4.4 CONTENTS OF BID PROPOSAL

If no negotiations are contemplated, after bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. Should the State, in advance of bid opening, determine to enter into negotiations with bidder(s), bid proposals will not be made public until the Letter of Intent to Award is issued.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.** In the event of any challenge to the bidder's designation of confidential/proprietary materials, the bidder shall be solely responsible for defending its designation and the State shall have no responsibility therefor.

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

All bid proposals, with the exception of information determined by the State or the Court to be proprietary, are available for public inspection after the Letter of Intent to Award is issued. At such time, interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

1.4.5 BID OPENING

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

1.4.6 PRICE ALTERATION

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

1.4.7 BID ERRORS

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

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

If, after bid opening but before contract award, a bidder discovers an error in its proposal, the bidder may make written request to the Supervisor of the 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. Note: a PB-36 complaint form may be filed and forwarded to the Division's Contract Compliance and Audit Unit (CCAU) for handling. A record of the complaint will also be maintained in the Division's vendor performance file for evaluation of future bids submitted.

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

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

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

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

1.4.8 JOINT VENTURE

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

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

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

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

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

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

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

Contractor - The contractor is the bidder awarded a contract.

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

Division - The Division of Purchase and Property.

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

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

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

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

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

State - State of New Jersey

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

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

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

2.2 CONTRACT SPECIFIC DEFINITIONS

Lane Closure - In order to accommodate the maintenance and protection of traffic on those project sites that require the closing of a normally traveled lane, the item "lane closure" will be included in this contract. Lane closure will consist of the signs, barricades, traffic control trucks with mounted crash cushions and a flashing arrow board in accordance with the number, configuration and placement as shown on the standard details and in accordance with the "Manual on Uniform Traffic Control Devices." This item will be paid on a per-day basis for each lane closure required.

AASHTO	American Association of State Highway and Transportation Officials
ANSI	American National Standards Institute
ASTM	American Society for Testing and Materials
AWS	American Welding Society
CIAP	Construction Industry Advancement Program of New Jersey
EPA	Environmental Protection Agency of the United States Government
FHWA	Federal Highway Administration
FSS	Federal Specifications and Standards, General Services Administration
NEMA	National Electrical Manufacturers Association
NJAC	New Jersey Administrative Code
NJDEP	New Jersey Department of Environmental Protection
NJDOT	New Jersey Department of Transportation
OSHA	Occupational Safety and Health Administration
UL	Underwriters' Laboratories

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

3.1 DESCRIPTION OF CATEGORIES I AND II

This RFP consists of two categories of fencing as described below and also includes an item for Roadway Lane Closure (Price Line 00181). All bidders **must** bid Price Line 00181. Prices for all items bid must include both delivery and installation of material, as specified.

Category I -Price Lines 00001 – 00151

Standard Fencing: Aluminum coated roadway fencing and vinyl clad chain link fencing; includes material, replacement and installation of fencing; installation, resetting of galvanized and vinyl coated line, corner & gate fence posts; drive anchors; barbed wire removal and installation; drilling through solid rock and fabric fasteners for projects less than 500 feet, and projects 500 feet and over.

Category II - Price Lines 00152 – 00180

- Specialty Fencing and miscellaneous items: chain link fencing on bridges and median barrier by linear foot and chain link fence, caging, by square feet. (Price lines 00152 – 00173)

- Median Barrier Chain Link Fence End Assembly with Breakaway post for the approach and Trailing ends per unit **(as per Attachment A)** (Price lines 00174 -00175)
- Intermediate Median Barrier Breakaway Fence Post to be Single post of the end treatment detail with cable guide per unit. (Price line 00176)
- Median Barrier Chain Link fence, Aluminum Coated 6' high, 1" mesh, per linear ft. (Price line 00177)
- Non-Vegetative Surface, Polyester Matting - Includes anchor pins, fence post templates and adhesive. (Per sq. yard) (Price line 00178)
- Sure-Loc Fabric Fasteners per unit (Price line 00179)
- Bridge type caging, Aluminum, chain link fence 4' – 6' High per linear ft. (Price line 00180)
- Roadway lane closure, this item for roadway lane closure (daily basis) **must** be bid for both categories. This item will be paid on a per-day basis for each lane closure required. The bidder shall submit a price for eight (8) hours per day of lane closure. The contractor shall be paid by prorating the unit price, if the lanes are closed for more or less than eight (8) hours per day. The roadway lane closure item shall be used for lane closure only and not the shoulder closing. (Price Line 00181)

3.2 MATERIALS

Materials for chain link fence Category I & Category II must conform to the current requirements specified in AASHTO Designation M181, with the amendments thereto specified hereinafter.

3.2.1 Median Barrier Chain Link Fence End Assembly with Breakaway Posts shall be constructed per **Drawing D1** showing detail of Standard 6'0 High R.O.W. Fence, with Breakaway post (typical) for approach and trailing ends **(Attachment A)**

3.2.2 Non Vegetative Surface, Polyester Matting shall be U-Teck "WeedEnder" or approved equal, including all anchor pins, fence post templates and adhesive.

3.3. ALUMINUM FOR COATING

Both Categories I & II Fencing must conform to the requirement specified in ASTM Specification A491-63T. Weight of coating shall be determined in accordance with current ASTM Specification A428.

3.4. CARRIAGE BOLTS WITH ELASTIC STOP NUTS

Steel bolts shall conform to ASTM A307. Nuts and washers shall conform to ASTM A194 or ASTM A563.

3.5. FENCE, CHAIN LINK, INCLUDES BOTH MATERIAL AND INSTALLATION

Category I - Price Lines 00001 - 00040 - aluminum coated and vinyl coated: fencing includes installation, all incidental hardware, tension wires, stretcher bars, ring ties, fabric, etc. and also all line posts and end posts in the installation. Corner and gateposts are priced individually.

3.6. FENCE, CHAIN LINK, INSTALL, REPLACE - FABRIC ONLY

Category I - Price Lines 00041-00060 - aluminum coated and vinyl coated fencing, includes installation, fabric, all incidental hardware, tension wires, stretcher bars, ring ties, etc. The removal of any existing fence is also included in the cost.

3.7 BARBED WIRE: BARBED WIRE SHALL CONFORM TO ASTM A-121

Category I -Price Price Lines 00146 & 00147, - includes installation, the wire, brackets, angled mast, etc. and all hardware to complete the installation. Price Lines 00148 and 00149 includes removal of barbed wire fence. Barbed wire will be measured by the actual number of linear feet of wire installed.

3.8 CONSTRUCTION STAKES, LINES AND MARKERS:

- A. Construction layout, i.e. lines, marks, grade, is the responsibility of the contractor. The cost of this phase shall be included in the unit cost of fence being constructed.
- B. Clearing Site: The contractor shall be responsible for clearing site required to gain access to the fence construction site. This may require, but not limited to, clearing brush, weeds, debris, and other material, vegetation and growth. The cost of clearing site shall be included in the unit cost of fence being constructed.

3.9 NJDOT STANDARD CONSTRUCTION DETAILS:

NOTE: Any references to "NJDOT Standard Construction Details 2007 listed in this RFP" will be additional requirements that bidder(s) must comply with as part of these RFP specifications.

Please contact Harish Bhanderi, Bureau of Maintenance Engineering & Operations, NJDOT at (609) 530-3707 for any needed drawings or plans.

3.10 COMMENCEMENT OF WORK:

3.10.1 After award of contracts, inquiries regarding the technical aspects of any contract should be directed to the following individual:

Mr. Harish Bhanderi
Department of Transportation
1035 Parkway Avenue, E & O Building
Trenton, New Jersey 08625
Telephone: 609-530-3707

3.10.2 After award of contracts, design, supervision and inspection for D.O.T. site(s) will be assigned to the D.O.T regional engineer responsible for a specific region or such other individual as may hereafter be designated. All inquiries and correspondence shall be directed to the designated representative having responsibility for the counties within a specific region as listed in Section 3.11.

3.10.3 Unless otherwise directed, the contractor shall forward all communications with the Department of Transportation to the regional engineer. Where communications are directed to persons other than the regional engineer, a clear copy shall be sent to the regional engineer.

3.10.4 All inspections and certifications of materials and procedures affecting materials will be performed by the Department of Transportation representative under this award. The person whose name appears immediately below this paragraph or his/her designee, who will be located either at the using agency or at the DOT, 1035 Parkway Avenue PO BOX 607, Trenton, New Jersey 08625, or such other individual as may hereafter be designated:

Ms. Eileen Sheehy
Bureau of Materials
Telephone: 609-530-2307

3.10.5 The primary contractor will be required to respond and begin a project within ten (10) working days after notification by the Department of Transportation or any other Using Agency. In the event the primary contractor is unable to begin the job within ten (10) working days after notification, the Director of the Division of Purchase and Property will authorize the Using Agency to have the work performed by the secondary contractor, or from other available sources. The difference in price is to be paid by the defaulting contractor, which will be deducted from any monies due to him. If there are no monies due, the difference shall be paid directly by the defaulting contractor.

3.10.6 For emergency requests, (Price Line #00182) the contractor will be required to respond and begin project within two (2) working days after notification by the Department of Transportation or any other Using Agency. The contractor will be paid a special rate, should this situation arise, under the item "special mobilization citation" on a per site basis. The special rate will be \$300.00 per site, per occurrence.

3.11 REGIONS TO BE SERVED:

The State has been divided into the following three (3) regions. Bidders may bid on one or more regions. Bidders must be able to cover all counties listed within a region. Individual counties may not be bid. Category I bidders must indicate on price line 00001 which region(s) they wish to serve; and for Category II bidder must indicate on price line 00152 which region they wish to service. If a bidder bids on an individual county or does not designate which region(s) they wish to serve on the appropriate pricing line item for the Category(ies) they wish to serve its bid proposal will be considered non-responsive and will not be eligible for an award. The breakdown of the three regions and counties included in each region, is as follows:

Region North Regional Maintenance Engineer, Telephone: 973-770-5123 Counties: Bergen, Essex, Hudson, Sussex, Morris, Passaic, Union, and Warren (North of Route 57)
Region Central Regional Maintenance Engineer, Telephone: 732-625-4300 Counties: Hunterdon, Mercer, Middlesex, Monmouth, Ocean, Somerset, and Warren (South of Route 57)
Region South Regional Maintenance Engineer, Telephone: 856-486-6607 Counties: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester and Salem

3.12 MINIMUM CALL-OUT:

The minimum call-out for standard fencing will be for 100 Linear Feet of one or a combination of items listed in the RFP. The minimum call-out for specialty fencing will be 100 Linear Feet. The call-out may be at different locations within one region.

3.13 MAINTENANCE AND PROTECTION OF TRAFFIC:

3.13.1 There will be no provisions for payment for the maintenance and protection of traffic in this contract for fence operations that do not interfere with the existing flow of traffic, except as noted in Section 3.13.3 below. The State will not be responsible for any cost associated for the protection of contractor personnel and traffic safety. The bidder is to include such expenses in its bid price for each fence item. All safety set-ups shall conform to the "Manual on Uniform Traffic Control Devices." New Jersey Department of Transportation or any other using agency reserves the right to adjust or restrict the hours of work if operations create a lane restriction or result in a highway closure during peak traffic hours.

3.13.2 The State will not purchase or provide in any way maintenance of traffic control devices as required by the "Manual on Uniform Traffic Control Devices," with exception as specified in Subsection "3.13.3" below.

3.13.3 In order to accommodate the maintenance and protection of traffic on those project sites that require the closing of a normally traveled lane, the cost for roadway "lane closure" (price line 00181) will be paid in accordance with the provisions specified per Section 3.0 of the RFP. Contractors' responsibility for roadway lane closure will consist of the signs, barricades, traffic control trucks with mounted crash cushions and a flashing arrow board in accordance with the number, configuration and placement as shown on the standard details and in compliance with the "Manual on Uniform Traffic Control Devices."

3.14 GUARANTEE

The contractor shall fully guarantee its products for a period of one (1) year against all defects in materials, installation and workmanship. If any failures or defects occur, the contractor shall replace the item within fifteen (15) days of notification at no cost to the State. Bidder is to complete Attachment "B" Bidder Guarantee and submit with its bid proposal. Failure to submit Attachment "B" with its bid proposal will result in the rejection of its bid.

3.15 PRICE QUOTES

The primary contractors are responsible to provide price quotes to the Using Agencies within 48 hours of being contacted. Using Agencies can use the secondary contractors when the primary contractor does not respond in the 48 hour time frame. Failure by primary contractor to respond within 48 hours without providing the using agency with justifiable reasons may result in the cancellation of its contract. Further, the State reserves the right to collect as penalty, an amount equal to the difference in the primary contractor's and secondary contractor's awarded prices for all line items, paid by the using agency in completion of the project. However, the Using Agency must document and keep on file its attempt(s) it made to obtain a quote from the primary contractor.

3.16 METHOD OF PAYMENT

Work performed and satisfactorily completed will be submitted for payment on a properly prepared New Jersey State payment voucher and submitted to:

New Jersey Department of Transportation
Accounts Payable
1035 Parkway Avenue
P.O. Box 600
Trenton, New Jersey 08625

Invoices for other State or local agencies should be submitted directly to the individual agency location for payment.

Payment will be made as determined at the unit price bid in this RFP.

3.17 STANDARD DEPT. OF TRANSPORTATION SPECIFICATIONS FOR CHAIN LINK FENCE

ALL OF THE PARAGRAPH NUMBERS LISTED BELOW REFER TO STANDARD DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.

Category I

I SPECIFICATION FOR VINYL CLAD CHAIN LINK FENCE Category I Price Lines (00021-00040 & 00051-00060).

▪ I-A. Materials: Category I (Price Lines (00021-00040 & 00051-00060)

1. Base Metal. The base metal of the fabric shall be a good commercial quality steel wire capable of meeting the requirements hereinafter specified. Category I (Price Lines 00021-00040 & 00051-00060).

2. Galvanizing. I: Zinc: AISI Type I:

The zinc used for the coating shall be any grade of zinc conforming to the ASTM specifications for Slab Zinc Designation B6. Category I (Price Lines 00021-00040 & 00051-00060).

3. Plasticized polyvinylchloride (P.V.C.) with suitable non-migratory low temperature plasticizer. Category I (Price Lines 00021-00040 & 00051-00060).

Colors shall be stabilized and shall withstand a minimum weather-o-meter exposure test of 1,000 hours without visible fading or discoloration. Category I (Price Lines 00021-00040 & 00051-00060).

The vinyl covered wires shall withstand an accelerated aging test of a minimum of 2,000 hours at 145 degrees F. (63 degrees C.), without any cracking or peeling and shall exhibit a maximum shrinkage of 1/16 inch per 12 inches. The vinyl clad chain link fabric wire shall withstand a mandrel bend test (10 X O.D. on wire at minus 50 degrees C) without cracking. Category I (Price Lines 00021-00040 & 00051-00060).

4. The vinyl coating shall have a self extinguishing character and have an average tensile strength of 3300 PSI, elongation of 275%, high abrasion resistance, maximum deformation of 15% at 120 degrees C (UL laboratory). Category I (Price Lines 00021-00040)

▪ I-B. Manufacture: Category I (Price Lines (00021-00040)

Vinyl clad galvanized steel fabric purchased under these specification shall have the zinc coating applied by the hot-dipped method to the steel wire before vinyl coating operations.

▪ I-C. Tensile Strength: Category I (Price Lines (00021-00040 & 00051-00060)

The wire constituting the fabric shall meet a minimum tensile strength of 100,000 PSI (690 MPa) uncoated wire diameter. Specimens to establish conformance to this requirement shall be taken from the straight (under-formed) section of the fabric mesh.

- **I-D. Height of Fabric: Category I (Price Lines (00021-00040 & 00051-00060))**

Chain link fabric shall be furnished in the standard heights shown in Table 1 of this RFP. The height of the fabric shall be the overall dimension from ends to barbs or knuckles. Permissible variation in height shall be plus or minus one inch.

- **I-E. Size of Wire: Category I (Price Lines (00021-00040 & 00051-00060))**

Chain link fabric shall be fabricated from the wire diameter as necessary to conform to size as shown in Table 1 of this RFP. The diameter of the coated wire shall be determined as the average of two readings taken at right angles to each other on the straight portion of the parallel sides of the mesh and measured to the nearest 0.001 inch. The permissible variation in diameter of the coated wire shall be plus or minus 0.005 inch.

- **I-F. Vinyl Coating: Category I (Price Lines (00021-00040))**

(1) The vinyl shall be bonded to standard galvanized steel wire by the molten extrusion process under minimum pressure of 5,000 lbs. PSI., to insure a dense and impervious covering free of voids, having a smooth and lustrous surface appearance. Category I (Price Lines 00021-00040)

(2) The wire shall be vinyl clad before weaving, and be free and flexible at all joints. Category I (Price Lines 00021-00040)

- **I-G. Size of Mesh: Category I (Price Lines (00021-00040 & 00051-00060))**

(1) The maximum size of mesh opening shall be 2 inches on parallel wires for 9 gauge fabrics. The permissible variation in sizes of mesh shall be plus or minus .125 inches. Category I (Price Lines 00021-00040 & 00051-00060)

(2) The size of mesh shall be determined by measuring the minimum clear distance between the wires forming the parallel sides of the mesh measured in either direction. Category I (Price Lines 00021-00040 & 00051-00060)

- **I-H. Standard Length of Rolls: Category I (Price Lines (00021-00040 & 00051-00060))**

(1) The standard length of roll shall be 100 feet except as otherwise agreed upon at the time of purchase. The permissible variation in length shall be plus or minus 1%.

(2) The length of roll is to be determined by unrolling a roll of fabric on a flat surface and hand stretching to remove all slack.

- **I-I. Selvage: Category I (Price Lines (00021-00040 & 00041-00060))**

Fabric in all gauges shall be delivered with one or both selvages either knuckles or barbed at the agency's option.

- **I-J. Workmanship: Category I (Price Lines (00021-00040 & 00051-00060))**

Chain link fence fabric shall be produced by methods recognized as good commercial practice. Roughness, blisters, spots, bruises and discoloration shall be noted. These and other obvious defects, if present to any considerable extent, shall provide a basis for rejection.

- **I-K. Number of Tests: Category I (Price Lines (00021-00040 & 00051-00060))**

- (1) One roll from every 50 rolls or fraction thereof shall be taken at random as a sample for test purposes but in no case shall be less than three samples.
- (2) To determine compliance with the requirements of these specifications one test specimen for each of the tests specified shall be taken from the outside end of sample rolls representing the lot.
- (3) If any specimen tested fails to meet the requirements of these specifications, two additional specimens shall be taken from the sample roll and tested, both of which shall meet the requirements in every respect, otherwise the lot represented by the samples may be rejected.

- **I-L. Inspection: Category I (Price Lines (00021-00040 & 00051-00060))**

The manufacturer shall afford the inspector representing the purchaser all reasonable quantities of materials, without charge, to satisfy him that the material is being furnished in accordance with these specifications. All tests and inspection shall be made prior to shipment and shall be so conducted as not to interfere unnecessarily with operations.

The contractor shall submit certifications of compliance for all materials stating that such materials or assemblies fully comply with the requirements of this RFP. The form of certificates shall be approved by the engineer. Materials or assemblies used on the basis of certificates or compliance may be sampled and tested at any time and if found not to be in conformity with RFP requirements, will be subject to rejection whether in place or not.

- **I-M. Pipe Framework: Category I (Price Lines (00021-00040 & 00070-00074 & 00080-00084))**

Line, corner and terminal post, top and/or bottom rail, shall be resin-clad steel with EMV (epoxy modified polyvinyl chloride) continuously chemically bonded to heated standard weight ASTM A-53 schedule 40, diameter as specified, by the electrostatically applied powder dispersion process, 10 to 10 mils (0.25 to 0.25 MM) in thickness according to pipe diameter. Each length of pipe shall be "hermosealer" or approved equal with two J4 polyethylene seals to prevent internal corrosion. Painted pipe will not be accepted.

- **I-N. Top Rail: Category I (Price Lines (00021-00040))**

Top rail shall be 1 5/8 inches O.D. EMV resin coated steel pipe, weighing 2.30 lbs. per ft. of 21 ft. lengths joined by 6 inches long outside sleeves, resin-clad, rail to run continuously along top of fence. Bottom and intermediate rails, if required, shall conform to the same as top rail and joined at line posts with resin-clad boulevard clamps.

- **I-O. Line Posts: Category I (Price Lines (00021-00040 & 00070-00074))**

Line posts shall be 2 1/2 inches O.D.; they shall be EMV resin coated by the fusion-bond method.

- **I-P. Corner and Terminal Posts: Category I (Price Lines (00021-00040 & 00080-00084))**

Corner and terminal posts shall be 3 inches O.D. and shall nominally weigh 5.85 lbs. per ft. shall be EMV resin coated by the fusion-bond method.

- **I-Q. Gates: Category I (Price Lines 00090-00094 & 00127-00143)**

Gate frames shall be made of 2 ½ inches O.D. EMV resin coated steel pipe. Gates shall be welded at the corners to form a rigid panel. Frame shall be filled with vinyl-clad chain link fabric of the same gauge and color as used for the fence and fastened with resin clad fittings.

Gate posts for 3 ft. to 20 ft. gate shall be 3 inches O.D. with nominal weight of 5.85 lbs. per ft. EMV resin coated. Construct "gate keepers" or gate "hold backs" on each gate.

Gate posts for gates greater than 20 ft. gate with 10 ft. leafs, shall be made of 4 inches O.D. EMV resin coated steel pipe.

Gate posts for gates greater than 20 ft. with heights greater than 6 ft., shall be made of 6 5/8 inches O.D. EMV resin coated steel pipe.

Each 10 foot leaf shall be constructed of 2 ½ inches O.D. pipe and shall have a 2 ½ inch O.D. pipe brace placed vertically at the center frame. Truss rods of 3/8 inch diameter steel with turnbuckles shall be constructed in both diagonal directions on each gate.

All gates shall have 180 degree offset type hinges with "hold backs" capable of locking gates in the opened position. Center locking latches shall be of the "drop rod" type and center stops shall be of the depressed channel type set in concrete.

The bidder's unit price submitted shall be for the entire finished width of gate (single leaf or double leafs).

All frame work for sliding gates is to be galvanized steel.

- **I-R. Fittings: Category I (Price Lines 00021-00040 & 00051-00060 & 00070-00074 & 00080-00084 & 00090-00094)**

All fittings and other appurtenances shall be pressed steel or malleable iron as specified, epoxy-phenolic primed and coated with matching vinyl (PVC) by the fusion-bond method. Painted fittings are not acceptable.

- **I-S. Tension Wire: Category I (Price Lines 00021-00040 & 00051-00060 & 00070-00074 & 00080-00084 & 00090-00094)**

Tension wire of 6 gauge O.D. vinyl-clad galvanized wire is to be stretched along the bottom of the fence and securely fastened to fabric with 9 gauge O.D. vinyl-clad hog rings at intervals of two feet.

- **I-T. Color: Category I (Price Lines 00021-00040 & 00051-00060 & 00070-00074 & 00080-00084 & 00090-00094)**

Vinyl coated fabric shall be available in color choices of green, gray and brown.

- **I-U. Bottom Hinges: Category I (Price Lines 00021-00040 & 00051-00060 & 00070-00074 & 00080-00084 & 00090-00094)**

To be ball and socket type designed to carry the weight of the gate on the rest footing. Upper hinge(s) to be wrap adjustable type. Equip all gates with a positive type latching device with provisions for padlocking. No padlocks provided under this contract.

- **I-V. Truss and Brace Rods: Category I (Price Lines 00021-00040 & 00051-00060 & 00070-00074 & 00080-00084 & 00090-00094)**

3/8 inch diameter (std.) and be equipped with a turnbuckle.

- **I-W. Fittings and Appurtenances: Category I (Price Lines 00021-00040 & 00051-00060 & 00070-00074 & 00080-00084 & 00090-00094)**

All fittings and appurtenances shall be pressed steel or malleable iron coated with matching vinyl (PVC) by the thermal-fusion bond process. Painted fittings are not acceptable.

Types of Fitting and Appurtenances:

- (1) Tension wire for bottom of fence: 6 gauge
- (2) Hog ring fastener wire: 9 gauge
- (3) Wire fabric ties: 9 gauge
- (4) Flat bond fabric ties, ½ inches wide by 0.60 inches thick strip.
- (5) Stretcher bars ½ inches x ¾ inches flat bars, with square edges (std.)
- (6) Turnbuckles wrought parts.
- (7) Gate hinges: offset type of wrought aluminum
- (8) Locking devices, center stops and keepers for gates: galvanized malleable iron except plunger bars, either tubular or bar steel
- (9) Post tops: permanent mold castings ASTM B108 (p.mold) alloy no. "f" (356-f) or sand castings ASTM B26 sand alloy "f" (356-f) or die castings ASTM B85 (die) alloy SG100d (360). Posts not equipped with extension arms shall be fitted with post tops.
- (10) Stretcher bar bands and brace bonds: 0.125 inches by 1 inch side complete with bolts and nuts. Aluminum alloy (2042-T4) carriage bolts with 205 aluminite finish shall be made from rod conforming to ASTM Specification B211-56T alloy CC42A.
- (11) Bolt heads: conform to American Standard Regular Hexagon ASA Specification B18.2.
- (12) Finished bolts shall be supplied to T4 temper and given as anodic coating at least 0.0002 inches in thickness and chromate sealed.
- (13) Nuts: made from 6061-T6 rod conforming to ASTM Specifications B211 Alloy RS 11A-T6. Nuts shall conform to American Standard Regular Hexagon ASA B28.2
- (14) Threads: conform to standards of Class 2, 2a or 2b.
- (15) Expansion sleeves: ASTM B210 alloy MIA-H18 (3003-h18). Sleeves 1.695 inches I.D. x 0.078 inches wall drawn tube 6 inches long: self centering type.
- (16) Rail and brace ends: permanent mold castings ASTM B108 (p.mold) alloy SG70A-T6 (356-T6) or die castings ASTM B85 (die) SG100B (360).

- **I-X. Wire Coating: Category I (Price Lines 00021-00040 & 00051-00060 & 00070-00074 & 00080-00084 & 00090-00094)**

The P.V.C. wire coating shall be plasticized, unfilled, melt-mixed, polyvinyl chloride (PVC) with non-migratory low temperature plasticizer, shall not support fire combustion and be insulated for 12,000 volts. Pigment system shall be stabilized and tested to weather-o-meter 2000 hour test without visible deterioration. The vinyl covered wire shall withstand an accelerated aging test of 2000 hours at 145 degrees F. (63 Degrees C.) without cracking or peeling, having a specific gravity of not less than 1.30, hardness not less than durometer A-90, minimum tensile strength of 3000 PSI, elongation 200%, maximum deformation of 15% at 120 degrees C. (U.L. test) under 500 gram load, and compression cut-through of 1800 PSI (Bell Laboratory Test).

The vinyl coating shall be melt extruded (not sprayed or powder coated) over Type I A.I.S.I. galvanized steel wire by the thermal extrusion process under pressure to 5000 PSI, insuring a smooth, lustrous surface appearance. The protective resin coating thickness shall be 14 to 22 mils over the galvanized steel wire, as per federal specification RR-F-191 Type IV with a permissible diameter variation of plus or minus .005 mils.

The mesh size shall be measured by the distance between the wires forming parallel sides of the mesh, with permissible variation of plus or minus ¼ inch.

The height of the fabric, measured from the ends of the barbs or knuckles, shall have a permissible variation of plus or minus on inch.

- **I-Y. Pipe Resin: Category I (Price Lines 00021-00040 & 00051-00060 & 00070-00074 & 00080-00084 & 00090-00094)**

The pipe resin shall have a specific gravity of 1.35 to 1.40; tensile strength of 1500 PSI; minimum elongation of 170%; tear strength at 15 mils-.36 lbs. mil hardness and coating of 80+ 5 shore a durometer; dielectric strength of 1000 volts per mil; volume resistivity of 2.0 x10 ohm/cm; brittle temperature of minus 20 degrees C (film); water absorption of 77 degrees F – one week 0.70% maximum at 212 degrees F – two hours 0.95% maximum.

- **I-Z. Pipe Resin Criteria: Category I (Price Lines 00021-00040 & 00051-00060 & 00070-00074 & 00080-00084 & 00090-00094)**

The resin formulation shall meet the standard ASTM-#42-64 (d) minimum hour weather-o-meter requirement without cracking, blistering or loss of adhesion.

- **I-AA. The Sure-Loc Fabric Fastener: Category I & II (Price Lines 000151 & 00179)**

The Sure-Loc washer is made from 304 stainless steel,.078" thick, shaped as a concave washer with scalloped edge, designed to be positioned over the strand of chain link fabric and other wire products like tension wire or barbed wire. The washer is secured to steel or aluminum frame with a special plated ramset/redhead drive pin that has withstood over 500 hours in a salt spray chamber with no signs of rust. A nylon sleeve over the pin stem provides additional protection to the stem and the material it has penetrated. As a fastener is driven into steel, it displaces the steel radially away from its shank. However, since steel is an elastic material, it tends to spring back to its original shape producing a high compressive load on the fastener shank developing its high holding value.

▪ **I-BB. Barbed Wire: Category I (Price Lines 00146-00147)**

Barbed wire shall conform to ASTM A-121. Barbed wire will be measured by the actual number of linear feet of wire installed.

I-CC. Construction

1. Preliminary Work:

Before beginning construction or placing of fences, clearing site shall be done as directed by the resident engineer. Any rock protruding above the ground surface and in the line of fence shall be removed to ground surface as directed by the resident engineer. Shall include preparation of access to fence and work locations.

2. Setting Posts and Backfilling:

Fence and gates shall be erected in accordance with current construction practices as recommended by the manufacturer and the following:

Terminal posts shall be set at the beginning and end of each continuous length of fence and at abrupt changes in vertical and horizontal alignment, and on each side of gate locations.

Aluminum surfaces to be placed in contact with concrete shall be given a coat of zinc chromate primer.

Posts to be set in concrete shall be installed in dug or drilled holes. Posts not requiring concrete foundation may be driven to the required depth if ground conditions permit or they shall be installed in holes dug or drilled as will allow sufficient room for proper backfilling. When solid rock is encountered, any posts not required to be set in concrete shall be installed by drilling the rock to the required depth and grouting the post therein with grout composed of one part cement to two parts sand.

Post holes for posts not requiring concrete foundations shall be backfilled with suitable material. All backfilling shall be performed in layers not exceeding 4 inches and each layer shall be thoroughly tamped. When backfilling and tamping is completed, the posts and anchors shall be held securely in proper positions.

Pull shall not be applied to posts set in concrete foundations until the concrete has cured a minimum of 72 hours.

Fence fabric shall face away from the roadway.

3. Removal and Reset Fence: Category I (Price Lines 00061-00064)

Resetting of chain link fence 4 ft to 8 ft high shall include the removal and reinstallation of existing fence on one project site. Materials damaged or rendered unusable by the contractor shall be disposed of and replaced with new materials of the same or equivalent type without additional compensation.

Removal of chain link fence shall include the disassembly and removal of the fence and all its components. It is the responsibility of the contractor to dispose of all material removed and to fill in all holes with suitable material at no additional cost.

The removal of chain link fence will be a pay item when:

- a. Fence is removed and not replaced
- b. Existing fence is removed and replaced with new chain link fence, complete.

The removal of chain link fence is not a pay item when:

- a. Existing fence is being reset or repaired
- b. The removal of fence is included in the cost of the reset chain link fence, new fence post or install chain link fence fabric.

4. Removal of Barbed Wire: Category I (Price Lines 00148-00149)

Removal of barbed wire shall include the disassembly and removal of the barbed wire and all its components. It is the responsibility of the contractor to dispose of all material removed.

The removal of the barbed wire will be a pay item when barbed wire is removed and not replaced, and when existing barbed wire is removed and replaced with new barbed wire.

TABLE 1

Normal Diameter of Coated Wire- Inches	Permissible Variations of Diameter Coated Wire +/- Inches	Size Coated Wire Gauge	Size of Mesh Inches Tolerance +/- 1/8 Inch	Height of Fence Fabric Inches Tolerance +/- 1 Inch
0.148	0.005	9	2	36, 48, 60, 72, 96

IMPORTANT PLEASE READ CAREFULLY

II SPECIFICATION FOR ALUMINUM CHAIN LINK FENCE Category I Price Lines (00001-00020 & 00021-00050).

▪ **II-A. Chain Link Fence Fabric: Category I (Price Lines (00001-00020 & 00021-00050)**

Aluminum Chain Link Fence fabric shall consist of a 2 inch (50 MM) mesh or as specified in the RFP, fabricated of 9 gauge wire helically wound and interwoven at the various heights specified in the proposal and conforming to the details in the standard detail included as part of these specifications.

The fence fabric shall be delivered in individual rolls of one hundred (100) feet, each tightly rolled with the ends securely fastened. The D.O.T. reserves the right to order fence fabric delivered in rolls less than one hundred (100) feet at no additional unit cost.

▪ **II-B. Pipe: Category I (Price Lines (00065-00069 & 00075-00079 & 00174-00176)**

All new pipe and pipe used for replacement of chain link fence pipe items shall be fabricated in conformance with the following requirements:

Aluminum pipe shall conform to the current requirements of ASTM Designation B429, Schedule 40, plain end.

Steel pipe shall conform to the current requirements of ASTM Designation A53, Schedule 40, plain end. Steel pipe shall be hot dipped galvanized after fabrication in accordance with the current requirements of ASTM Designation A123.

1. Terminal post pipe 3 inches O.D. at the various lengths specified in the RFP.
2. Corner post pipe 3 inches O.D. at the various lengths specified in the RFP (Category I Price Lines)
3. Line post pipe 2 ½ inches O.D. at the various lengths specified in the RFP.
4. All Median Barrier Breakaway Posts, 2 3/8" O.D. with Galv. Cast pipe nipple at base of breakaway point. (Per Detail on Attachment 2)
- 4a. Breakaway terminal post cap 2 3/8 inches in diameter shall conform to the detail in the standard detail included as part of these specifications and conforming to the current requirements specified in the AASHTO Designation M 181-60 for Terminal Breakaway post.
- 4b. Breakaway Line and intermediate post to include loop cap to fin 2 3/8" O.D. pipe.
5. Line post steel "h" section shall be 1.875 inch x 1.625 inch beam at 2.70 lbs./ft., minimum, notched in accordance with the detail in the standard detail included as part of these specifications and hot dipped galvanized in accordance with the current requirements of ASTM Designation A 123 after fabrication at the various lengths specified in this RFP.

NOTE: If the above described "h" post is not available, high strength steel "h" post may be substituted. The section shall be a 2.25 inches x 1.7 inch beam at 3.26 lbs./ft., minimum with a 0.125 inch thickness. The post shall be notched as shown in the detail for "h" beam post and hot dipped galvanized in accordance with provisions as specified herein before.

6. Line post aluminum "h" section shall be 1.875 inch x 1.625 inch beam at 0.91 lbs./ft., minimum, notched in accordance with the detail in the NJDOT Standard Construction Details 2001 at the various lengths specified in the RFP.
7. Top rail pipe shall be 1 5/8 inches O.D. at the length specified in this RFP.
8. Brace rail pipe shall be 1 5/8 inches O.D. at the length specified in this RFP. Each brace rail shall be fitted with end fittings conforming to the detail in the standard detail included as part of these specifications and conforming to the current requirements specified in the AASHTO Designation M 181-60.

II-C. Post Cap: Shall be 3 inches in diameter and shall conform to the detail included as part of these specifications and conforming to the current requirements specified in the AASHTO Designation M 181-60.

II-D. Stretcher Bar: Shall be ¼ inches x ¾ inches at the various lengths specified in the proposal and conforming to the details in the standard detail included as part of these specifications.

II-E. Brace Band: Shall be 1 inch x 1/8 inch conforming to the details in the standard detail included as part of these specifications. Each brace band shall include a 5/16 inch carriage bolt, 1 ¼ inches long with the elastic stop hex nut.

II-F. Diagonal Brace Rod: Shall be 3/8 inch diameter with turnbuckle conforming to the details in the standard detail included as part of these specifications.

II-G. Standard Spring Coupling: Shall have a 1.695 inch I.D., 6 inches long, and shall be self-centering.

Both aluminum and steel sleeves shall contain a hot dipped galvanized spring which shall not exceed 1 ½ inches, fully compressed.

II-H. Fabric Ties: Shall be 9 gauge wire conforming to the details in the NJDOT Standard Construction Details 2001.

II-I. Hog Ring Fasteners: Shall be 9 gauge wire conforming to the details in the NJDOT Standard Construction Details 2001.

II-J. Spring Coil Tension Wire: Shall be 7 gauge wire conforming to the details in the NJDOT Standard Construction Details 2001.

- **II-K. Gates: Category I (Price Lines (00085-00089 & 00095-00126)**

Gate frames shall be made of 2 ½ inches diameter pipe. Gates shall be welded at the corners to form a rigid panel. Gate fabric shall be the same material used in the fence. Gate locking devices, stops and keepers may be galvanized malleable iron or steel except plunger bars may be tubular or bar steel.

Gate posts for 3 ft. to 20 ft. gates shall be 3 inches O.D. Construct "gate keepers" or gate "hold backs" on each gate.

Gate posts for 20 ft. gate, with 10 ft. leafs, shall be made of 4 inches O.D.

Gate posts for gates greater than 20 ft. with heights greater than 6 ft. shall be made of 6 5/8 inches O.D.

Each 10 ft. leaf shall be constructed of 2 ½ inches O.D. pipe and shall be made of 2 ½ in O.D. pipe brace placed vertically at the center frame. Truss rods of 3/8 inch diameter steel with turnbuckles shall be constructed in both diagonal directions on each gate.

All gates shall have 180 degree offset type hinges with "hold backs" capable of locking gates in the opened position. Center locking latches shall be of the "drop rod" type and center stops shall be of the depressed channel type set in concrete.

The bidder's unit price submitted shall be for the entire finished width of gate (single leaf or double leafs).

All frame work for sliding gates is to be galvanized steel.

- **II-L. Sure-Loc Fabric Fastener: Category I Price Lines 00151 & Category II Price Line 00179**

The Sure-Loc fabric fastener is a power driven fastener in accordance with ASTM Designation F-626 6.1.4. See specification under Section I-AA of this RFP.

Category II

III SPECIFICATION FOR CHAIN LINK FENCE AND MEDIAN BARRIER Category II Price Lines (00152-00155 & 00158-00165.

Aluminum Bridge and Median Barrier: Category II Price Lines (00152-00155 & 00158-00165)

III-A. Description: The work shall consist of the furnishing and erection of aluminum fence and the removal of railing and fence on bridges, and Median Barrier.

III-B. Anchorage: In the event the existing parapet is steel beam, one of the following methods, as directed by the engineer, will be used. Bolts attached by welding or holes drilled into the top flange to allow for bolts, nuts and washers.

III-C. Drilling: All holes whether in concrete or steel shall be made using the core drill.

III-D. Method of Measurement: Fence 6 feet, 3 inches high and fence curved top will be measured by the linear foot. Fence (caging) will be measured by the square foot along the contour of the fence.

III-E. Removal: Bridge rail and bridge fence will be measured by the linear foot and shall include the cutting off of any existing bolts where necessary.

▪ **III-F. Basis of Payment:**

Payment will be under

Pay Item	Unit
Chain Link Fence Aluminum, Bridge 6 ft., 3 in. high	Linear Foot
Chain Link Fence Curved Top	Linear Foot
Bridge Chain Link Fence (Caging)	Square Foot
Chain Link Fence Median Barrier	Linear Foot
Removal Bridge Rail	Linear Foot
Removal Bridge Fence	Linear Foot
Non Vegetative Surface, Polyester Matting	Square Yard
Roadway Lane Closure (for Category I-standard fencing and Category II-specialty fencing)	Day
Sure-Loc Fabric Fastener	Unit

▪ **III-G. Chain Link Fence:** Chain link fence shall conform to AASHTO M 181 and the following:

Posts, rails, wire fabric ties, stretcher bars and railing and post sleeves for chain link fence on bridges shall be alloy 6061 T6.

III-H. Aluminum-Pigmented Alkaline-Resistant Paint: Aluminum pigmented alkaline-resistant paint shall conform to federal specification TT-C-1079B.

III-I. Bolts and Bolting Material: Corrosion-resistant steel bolts shall be of an alloy steel, containing approximately 18 percent chromium and 8 percent nickel, conforming to ASTM A 276, Type 302.

III-J. Caulking Compound: Aluminum-impregnated caulking compound shall conform to federal specification TT-C-598, consistency grade I.

▪ **III-K. Non Vegetative Surface, Polyester Matting: Category II (Price Line 00178)**

Non Vegetative Surface, Polyester Matting shall control the growth of unwanted vegetation without herbicides or poisons and not add to water runoff problems. Must include anchor pins stake, 316 stainless steel because it could be exposed to salt, fence post templates and adhesive. (Per sq. yard). U-Teck "WeedEnder" or approved equal. Bidder must provide Brand/Model on price line. Bidder's failure to provide Brand/Model # on price line will result in the rejection of its bid proposal.

▪ **III-L. Inspection and Payment for Bridge Fence:**

After notification of bid award and prior to shipment, the contractor shall contact the Using Agencies or the Chief, Bureau of Materials, New Jersey Department of Transportation, 1035 Parkway Avenue, Trenton, New Jersey 08625, telephone: 609-530-2317, to arrange for inspection and testing of the material. Failure to comply shall be cause for rejection of the material upon delivery at contractor's expense.

The State reserves the right to reject any material not complying with the requirements set forth in this specification. If the material fails to comply with the requirements, it shall be removed and replaced by the contractor at no cost to the State.

The contractor shall submit certifications of compliance for all materials stating that such materials or assemblies fully comply with the requirements of the contract. The form of certificates shall be approved by the engineer. Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejections whether in place or not.

4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

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

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

The forms discussed herein and required for submission of a bid proposal in response to this RFP are available on the web at
<http://www.state.nj.us/treasury/purchase/bid/summary/10x20890.shtml>
unless noted otherwise.

4.2 Bid Proposal Delivery and Identification

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page accompanying this RFP. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL**

BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.

4.3 NUMBER OF BID PROPOSAL COPIES

The bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the “ORIGINAL” bid proposal.

The bidder should submit **two (2) full, complete and exact copy(ies)**, clearly marked “COPY” of the original.

Copies are necessary in the evaluation of the bid 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. It is suggested that the bidder make and retain a copy of its bid proposal.

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4.4 BID PROPOSAL CONTENT

4.4.1 FORMS/PROOF OF REGISTRATION REQUIRED WITH BID 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 bid proposal.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

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

4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (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 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

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

The bidder may go to www.nj.gov/nibgs to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate. Further information is provided in Section 1.1 of the NJ Standard Terms and Conditions version 07/27/07 accompanying this RFP.

4.4.1.5 SMALL BUSINESS SET-ASIDE CONTRACTS

This is a Set-Aside Contract for **Category I, II, or III** for Small Businesses. The bidder must be registered as a qualifying small business with the Division of Small, Minority and Women Business Development (Division) by the date the bid is received and opened. Evidence that the bidder has registered with Division as a small business should be submitted with the bid proposal.

*****IMPORTANT NOTE: EVEN IF THE BIDDER IS AN INCUMBENT CONTRACTOR AND/OR HAS BEEN PREVIOUSLY REGISTERED OR CERTIFIED UNDER THE FORMER SBE/MBE/WBE PROGRAM, THE BIDDER WILL NEED TO BE SURE THAT IT IS REGISTERED ON THE DAY OF BID RECEIPT AND OPENING WITH THE DIVISION OF SMALL, MINORITY AND WOMEN BUSINESS DEVELOPMENT UNDER THE NEW, SMALL BUSINESS PROGRAM TO BE ELIGIBLE FOR AWARD. THE TELEPHONE NUMBER TO CHECK REGISTRATION STATUS IS 609 292-2146.*****

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

4.4.2.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract.

4.4.2.2 AFFIRMATIVE ACTION

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

4.4.3 SUBMITTALS

Attachment B – “Bidder Guarantee” bidders must indicate on Attachment “B” whether they agree to the guarantee of the products supplied. Bidder’s failure to submit information on Attachment “B” will be considered non-responsive will result in the rejection of its bid proposal.

4.4.3.1 BIDDER EXPERIENCE - DATA SHEETS

The bidder must provide all of the information requested in the Bidder’s Data Packet accompanying this RFP.

4.4.3.2 SAMPLES/SAMPLE TESTING

Not applicable to this RFP.

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

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

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

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

4.4.5 PRICING

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.

4.4.7 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

4.4.8 PRICE SHEET INSTRUCTIONS

4.4.8.1 The bidder must submit a unit price for **all** items of fence and installation listed for each category bid, including the lane closure item. Failure to do so will result in the rejection of your bid for that category only. Bidders do not have to bid both categories in order to receive consideration, but if bidding Category I - standard fence and/or Category II - specialty fencing, bidder must also bid on the lane closure item to be considered for an award for Category I and/or II. Bidder's may choose to bid on either Category I or Category II or both Categories.

Category 1 – Price Lines 00001-00151 and 00181

Category 2 – Price Lines 00152-00180 and 00181

4.4.8.2 This bid proposal lists all items to be covered by this contract. Individual items within the two (2) fence Categories I and II are included in this bid proposal. Prices for all items bid are to include delivery and installation.

4.4.8.3 Installation of projects will be divided into categories and types, based on linear footage (linear meter) and units, as follows:

Category I - Standard fencing (includes aluminum coated roadway fencing and vinyl clad chain link fence): projects less than 500 feet, and projects 500 feet and over. (Linear footage items)

Category II - Specialty Fencing: chain link fencing on bridges and median barrier with / without Breakaway post by linear foot and chain link fence, caging, by square feet, and Non vegetative surface polyester matting by square yard.

***An item for roadway lane closure (per day basis- 8 hour billing max.) is included for both categories.

4.4.8.4 Bidders are requested to type or print all information requested on bid pricing sheets, etc.

4.4.8.5 Dittos are not acceptable. You must fill out the bid proposal for each item separately and completely so that the pricing can be clearly understood. Un-initialed price corrections or using statements, i.e., "see attached", "see price sheet" etc. on a pricing line will be cause for rejection of your bid for that category. No awards will be made for individual line items.

4.4.8.6 Unit Cost - New fence shall be measured by the linear foot along the bottom lines of the fabric, deducting the width of the gates. Gates will be measured by the number (each) of each kind and size. Reset of fence will be measured by the linear foot including gates.

4.4.8.7 Regions - Bidders may submit a bid proposal for one or more regions for which they can provide installation service. Bidders must bid at least one entire region as provided on Price line 00001 for Category I and on Price 00152 for Category II of the RFP. Bidders' failure to provide regional service areas that bidders are willing to service will result in the rejection of its bid proposal for that Category only.

4.4.8.8 Detail Literature - Bidders must provide detail literature describing the usage and application of Non Vegetative Surface Matting for bids on Price line 00178, if providing a brand/model other than U-Teck, "WeedEnder". Bidder's failure to provide usage and application literature will result in rejection of its bid proposal for Category II.

4.4.8.9 Standard Detail Plans - Prior to submitting a bid proposal, all bidders should familiarize themselves with the fence construction details as referenced in this bid proposal and the standard detail plans, which are available upon request. Please contact: Harish Bhanderi, Bureau of Maintenance Engineering and Operations, NJDOT (609) 530-3707 for needed drawings and plans.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

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

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 07/27/07 accompanying this RFP.

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

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

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of **two 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 **three** one-year periods, by the mutual written consent of the contractor and the Director. **Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than 45 days after contract expiration.**

5.3 CONTRACT TRANSITION

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

5.4 CONTRACT AMENDMENT

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

5.5 CONTRACTOR RESPONSIBILITIES

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

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided

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

5.6 CONTRACTOR'S WARRANTY

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

5.7 ITEMS ORDERED AND DELIVERED

The **Using Agency[ies]** **is[are]** authorized to order and **the contractor/contractors is/are** authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agency [Agencies] reveals [reveal] that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or as a basis not to award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the Agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

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

5.8 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

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

5.9 MANUFACTURING/PACKAGING REQUIREMENTS

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

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

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

5.10 CLAIMS

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

5.11 CONTRACT ACTIVITY REPORT

As required by paragraph 3.19 of the NJ Standard Terms and Conditions version 07/27/07 accompanying this RFP, contractor(s) must provide, on a calendar quarter basis, to the assigned Purchase Bureau representative, a record of all purchases made under the contract resulting from this RFP. This reporting requirement includes sales to State using agencies, political subdivisions thereof and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, independent institutions of higher education, state and county colleges and quasi-state agencies. Quasi-state agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

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

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

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

Contractors must submit the required information in Microsoft Excel format.

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

5.12 CONTRACT PRICE INCREASE (PREVAILING WAGE)

If the Prevailing Wage Act (N.J.S.A. 34:11-56 et seq.) is applicable to the contract, the contractor may apply to the Director, on the anniversary of the effective date of the contract, for a contract price increase. The contract price increase will be available only for an increase in the prevailing wages of trades and occupations covered under this contract during the prior year. The

contractor must substantiate with documentation the need for the increase and submit it to the Director for review and determination of the amount, if any, of the requested increase, which shall be available for the upcoming contract year. No retroactive increases will be approved by the Director.

5.13 PUBLIC WORKS CONTRACT-ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT

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

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

- a) The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;
- b) The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;
- c) The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

6.0 PROPOSAL EVALUATION

6.1 EVALUATION CRITERIA

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

6.1.1 Price

6.1.2 Experience of the bidder

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

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

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

After reviewing bid proposals, the Buyer or the Evaluation Committee (generically, the "evaluation committee") may ask one, some or all of the bidders 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 bid 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 bid proposal. Action by the State in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

6.2.1 EVALUATION OF THE BID PROPOSALS

After the Evaluation Committee completes its evaluation, it recommends to the Director for award the responsible bidder(s) whose bid 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 6.4 below, the Director reserves the right to negotiate price reductions with the selected vendor.

6.3 BID DISCREPANCIES

In evaluating bids:

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

6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

After evaluating bid proposals, the evaluation committee may enter into negotiations with each bidder in the competitive range, unless there are too many highly rated proposals to evaluate efficiently. In this situation, the State may limit the competitive range to the number of proposals that will permit efficient competition among the most highly rated proposals. The primary purpose of negotiations is to maximize the State's ability to get the best value, based on the requirements and evaluation criteria set forth in the RFP. Negotiations may involve the identification of significant proposal weaknesses, ambiguities and other deficiencies that could limit a bidder's award potential, including price. More rounds of negotiations may be held with one bidder in the competitive range than with another. Negotiations will be structured to safeguard information and ensure that all bidders in the competitive range are treated fairly.

When the evaluation committee determines to conclude negotiations, all bidders in the competitive range will be so notified and advised of the time and place for submission of best and final offers. The best and final offer can modify any aspect of the bid proposal, provided mandatory RFP requirements are satisfied and further provided that the revised price proposal is not higher than the original price proposal. Any revised price proposal that is not equal to or lower in price than the original price proposal will be rejected as non-responsive.

Evaluation of the best and final offers will be on the basis of price and the evaluation criteria set forth in the RFP. If, after review of the best and final offers, clarification is required, it may be sought from the bidders. If further negotiation is desired after evaluation of the revised proposals, it will be followed by another BAFO opportunity. The State reserves the right to reassess the competitive range before proceeding with a subsequent round of negotiations and BAFO submissions and to remove from the competitive range any proposal that is no longer considered to be a leading contender for award.

After evaluation of the final BAFO submissions, the evaluation committee will recommend to the Director for award the responsible bidder(s) whose bid proposal(s), conforming to the RFP, is most advantageous to the State, price and other factors considered. The Director may accept, reject or modify the recommendation of the Evaluation Committee. The Director may negotiate further reductions in price with the selected bidder.

Negotiations will only be conducted in those circumstances where they are deemed by the State to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, bidders are advised to submit their best technical and price proposals in response to this RFP, because the State may, after evaluation, make a contract award based on the content of these initial submissions, without further negotiation 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.

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

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

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

7.1.1.1 DEFINITIONS

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

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

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

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

It shall be a breach of the terms of the contract for the Business Entity to (i)make or solicit a contribution in violation of the Legislation, (ii)knowingly conceal or misrepresent a contribution given or received; (iii)make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv)make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v)engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi)fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii)engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii)directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee

and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at

<http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

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

7.1.1.4 STATE TREASURER REVIEW

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271

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

7.2 FINAL CONTRACT AWARD

One primary and one secondary award shall be made for each category/region, (Category I - Price Lines 00001 - 000151) & (Category II - Price Lines 00152 -00180) with reasonable promptness by written notice to that responsible bidder(s), whose bid proposal(s), conforming to this RFP, are most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

7.2.1 For purposes of determining the awardees for each category, the Purchase Bureau will be utilizing a consumption model. The consumption model will be made available at the public bid opening.

The State will accept offers of price reductions that could change the award rankings. Upon receipt of such an offer, the State will conduct one complete round of closed-pricing bids, within the time limit set forth in a written request to all contractors. These closed-pricing bids will be conducted no more than once each quarter of the contract and any extensions thereof. Increases will not be accepted. Pricing offers will not be publicly available until an addendum to the contract has been issued.

NOTE: Each contractor is only permitted to submit a reduced pricing offer for those products/services within those zones, regions, categories, etc. for which it is currently contracted.

7.3 INSURANCE CERTIFICATES

The contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured.

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

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

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

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

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

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

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of

the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.