



Request for Proposal 09-X-20412

For: Snow Plowing, Salting and Hauling Services at State Police Technology Complex in Hamilton, NJ

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	09/11/08	5:00 PM
Mandatory Pre-bid Conference	09/10/08	10:00 AM
Mandatory Site Visit	09/10/08	10:45 AM
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	09/26/08	2:00 PM

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

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

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

Using Agency

State of New Jersey
Department of Law and Public Safety

Date: August 14, 2008

Table of Contents

1.0 INFORMATION FOR BIDDERS	4
1.1 PURPOSE AND INTENT	4
1.2 BACKGROUND.....	4
1.3 KEY EVENTS.....	4
1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD	4
1.3.2 SUBMISSION OF BID PROPOSAL.....	4
1.3.3 MANDATORY SITE VISIT	5
1.3.4 MANDATORY PRE-BID CONFERENCE.....	5
1.4 ADDITIONAL INFORMATION.....	6
1.4.1 ADDENDA: REVISIONS TO THIS RFP.....	6
1.4.2 BIDDER RESPONSIBILITY	6
1.4.3 COST LIABILITY	6
1.4.4 CONTENTS OF BID PROPOSAL.....	6
1.4.5 BID OPENING.....	7
1.4.6 PRICE ALTERATION.....	7
1.4.7 BID ERRORS.....	7
1.4.8 JOINT VENTURE.....	8
2.0 DEFINITIONS	9
2.1 GENERAL DEFINITIONS.....	9
3.0 COMMODITY DESCRIPTION/SCOPE OF WORK	10
3.1. SNOW REMOVAL – ROOF OF TECHNOLOGY COMPLEX – 1200 NEGRON DRIVE, HAMILTON NJ.....	10
3.2 ICE AND SNOW DRIFT REMOVAL FROM THE ROOF OF THE TECHNOLOGY COMPLEX BUILDING.....	11
3.3 SALT SPREADING OF TECHNOLOGY COMPLEX - 1200 NEGRON DRIVE, HAMILTON, NEW JERSEY 08691, ROADWAYS AND PARKING LOTS ONLY: PRICE LINES ((00004 – 00005).....	11
3.3.2.1 TECHNOLOGY COMPLEX.....	12
3.3.2.3 FIRING RAGE.....	12
3.4 SNOW REMOVAL AND SALT SPREADING OF TECHNOLOGY COMPLEX - 1200 NEGRON DRIVE, HAMILTON, NEW JERSEY 08691, SIDEWALKS ONLY: PRICE LINES 00006 - 00007	12
3.4.1 SNOW REMOVAL, SIDEWALKS ONLY: PRICE LINE 00006.....	12
3.4.2 SALTING, SIDEWALKS ONLY: PRICE LINE 00007	13
3.5 CURB MARKING AND STAKING OF TECHNOLOGY COMPLEX - 1200 NEGRON DRIVE, HAMILTON, NEW JERSEY 08691: PRICE LINE 00008.....	13
3.6 SNOW HAULING OF TECHNOLOGY COMPLEX - 1200 NEGRON DRIVE, HAMILTON, NEW JERSEY 08691: PRICE LINE 00009	13
3.7 SNOW PLOWING SERVICES OF TECHNOLOGY COMPLEX - 1200 NEGRON DRIVE, HAMILTON, NEW JERSEY 08691, ROADWAYS AND PARKING LOTS ONLY: PRICE LINES 00010 – 00017.	14
3.8 BIDDER EQUIPMENT OWNED AND LEASED (FORM A).....	16
3.9 SNOW SEASON	16
3.10 SNOW CALL-OUT FOR ALL SERVICES, EXCEPT THE ROOF	17
3.10.1 SNOW CALL-OUT FOR SNOW REMOVAL, ROOF ONLY	17
3.11 END OF SEASON CLEAN-UP AND REMOVAL OF EQUIPMENT	17
3.12 CAUSES FOR TERMINATION OF CONTRACT.....	17
3.13 AGENCY CONTACT REPRESENTATIVE	18
3.14 PROOF OF INSURANCE.....	18
A. GENERAL LIABILITY POLICY	18
B. AUTOMOBILE LIABILITY INSURANCE.....	19
C. WORKER'S COMPENSATION INSURANCE.....	19
4.0 BID PROPOSAL PREPARATION AND SUBMISSION	20
4.1 GENERAL	20
4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION.....	20
4.3 NUMBER OF BID PROPOSAL COPIES.....	20
4.4 BID PROPOSAL CONTENT	20
4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL	20

4.4.2 PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL	21
4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL	21
4.4.4 SUBMITTALS	22
4.4.5 FINANCIAL CAPABILITY OF THE BIDDER	22
4.4.6 PRICING	22
4.4.7 PRICE SHEETING INSTRUCTIONS	22
5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS	24
5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS	24
5.2 CONTRACT TERM AND EXTENSION OPTION	24
5.3 CONTRACT TRANSITION	24
5.4 CONTRACT AMENDMENT	24
5.5 CONTRACTOR'S WARRANTY	24
5.6 ITEMS ORDERED AND DELIVERED	25
5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS	25
5.8 MANUFACTURING/PACKAGING REQUIREMENTS	25
5.9 CLAIMS	25
5.10 PERFORMANCE BOND	25
5.11 CONTRACT ACTIVITY REPORT	26
5.12 PUBLIC WORKS CONTRACT-ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT	26
6.0 PROPOSAL EVALUATION	28
6.1 EVALUATION CRITERIA	28
6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL	28
6.3 BID DISCREPANCIES	28
6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)	28
7.0 CONTRACT AWARD	30
7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD	30
7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)	30
7.2 FINAL CONTRACT AWARD	31
7.3 INSURANCE CERTIFICATES	31
8.0 CONTRACT ADMINISTRATION	32
8.1 CONTRACT MANAGER	32
8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES	32
8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER	32

1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the Department of Law & Public Safety. The purpose of this RFP is to solicit bid proposals for snow plowing, salting and hauling services at the NJ State Police Technology Complex in Hamilton, NJ.

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.

1.2 BACKGROUND

This is a reprocurement of the **Snow Plowing/Hauling and Salting Services- Hamilton Technology Complex** term contract, presently due to expire on **October 31, 2008**. Bidders who are interested in the current contract specifications and pricing information may review the current contract **T# 2415** 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 accept questions and inquiries from all potential bidders electronically via web form. To submit a question, please go to Current Bid Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>

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

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

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

1.3.2 SUBMISSION OF BID PROPOSAL

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

REJECTED. THE DATE AND TIME IS INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:

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

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

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

Procedural inquiries on this RFP may be directed to RFP.procedures@treas.state.nj.us. 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>.

1.3.3 MANDATORY SITE VISIT

A Mandatory Site Visit has been scheduled for this procurement on the date and time indicated on the cover sheet. The location of the Mandatory Site Visit will be as follows:

Time : September 10, 2008 at 10:00 AM

Place: NJ State Police Technology Complex, 1200 Negron Drive, Hamilton, NJ 08691

Bid proposals will be automatically rejected from any bidder that was not represented or failed to properly register at the Mandatory Site Visit.

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

NO QUESTIONS OR INQUIRIES WILL BE ACCEPTED OR ANSWERED DURING THE MANDATORY SITE VISIT. ALL QUESTIONS ARE TO BE HELD AND SUBMITTED IN ACCORDANCE WITH RFP SECTION 1.3.1.

1.3.4 MANDATORY PRE-BID CONFERENCE

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

Time : September 10, 2008 at 10:45 AM

Place: NJ State Police Technology Complex, 1200 Negron Drive, Hamilton, NJ 08691

Bid proposals will be automatically rejected from any bidder that was not represented or failed to properly register at the Mandatory Pre-Bid Conference.

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

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

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

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

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

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

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

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

1.4.2 BIDDER RESPONSIBILITY

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

1.4.3 COST LIABILITY

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

1.4.4 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. Because the State proposes to negotiate and/or pursue a Best and Final Offer, 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.**

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, only the names of the bidders submitting bid proposals will be publicly announced. 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 Business Unit for authorization to withdraw its proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. Note: a PB-36 complaint form may be filed and forwarded to the Division's Contract Compliance and 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, Business Unit

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

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the bidder's intention is not readily discernible from

other parts of the bid proposal, the Director may seek clarification from the bidder to ascertain the true intent of the bid.

1.4.8 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

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

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

This RFP requires the bidder to provide removal of snow from the roof of the main Technology building, salting and snow plowing/hauling services at the State Police Technology Complex, located in Hamilton Twp., NJ. These services are required for all sidewalks and roadways, parking lots and individual locations as listed below and the roof of the Technology Complex Building.

3.1. SNOW REMOVAL – ROOF OF TECHNOLOGY COMPLEX – 1200 NEGRON DRIVE, HAMILTON NJ **(Price line 00001)**

The roof of the Technology Complex in Hamilton, NJ is a flat roof and consists of approximately **200,000** square feet which requires manual removal of snow. This snow removal will only be necessary when the depth of snow on the roof accumulates to a level considered hazardous due to the potential for deflection of the roof. The Agency contact person listed under Section 3.13 of this RFP will determine when this is necessary.

3.1.1 The bidder must submit a lump sum call out price for removal of **6” to 12”** of snow from the roof of the Technology complex building to include all costs for the minimum equipment and labor required to provide this service, as listed below: **(price line 00001)**

- A. Scissors Lift (min. lift height 20’), electric or gas powered, this equipment must be stored and kept on site at the Technology Complex for the entire snow season and must also be removed within seven (7) days after the snow season ends.
(see Section 3.8 of this RFP). The Scissors Lift must be available for the entire snow season **November 1, 2008 to April 30, 2009** and **November 1, 2009 to April 30, 2010.**
- B. Six (6) 15” wide Plastic Snow blowers TORO Model # CCR Powerlite or approved equal. Six snow blowers must be available for entire snow season, **November 1, 2008 to April 30, 2009** and **November 1, 2009 to April 30, 2010.**
- C. Minimum of twelve (12) laborers to operate and remove snow from the roof in a timely manner. Additional laborers must be provided if requested by the Agency contact person.
- D. Sufficient plastic shovels and brooms must be provided to the labor force to complete the snow removal in a timely manner. Only plastic shovels and brooms may be used; **NO METAL tools** or equipment may be used in the removal of ice or snow from the roof of the Technology complex building as per the roof membrane WARRANTY.

3.1.2 The bidder must submit a lump sum per call-out price for the removal of **12+”** of snow from the roof with the minimum equipment as listed in Section 3.1.1 (A-D). **(price line 00002)**

3.1.3 ** Important: Determination of the number of inches of snow will be based on the meteorological data recorded at the Trenton/Mercer Airport on Scotch Road Trenton, NJ.

3.1.4 The awarded contractor must respond within **four (4) hours** from a call up by the agency contact person to perform the duties of removing snow from the roof as per Section 3.1.1 and 3.1.2. Failure to respond within the time frame stated may result in the State imposing a penalty of **\$125.00** per hour for every hour of delay exceeding the four (4) hours specified in the RFP.

Additionally, the State may impose a lump sum penalty of **\$300.00** for contractors no reporting with the minimum number of laborers and equipment as specified in Section 3.1.1 of this RFP.

3.2 ICE AND SNOW DRIFT REMOVAL FROM THE ROOF OF THE TECHNOLOGY COMPLEX BUILDING
(Price line 00003)

Important: In case the Using Agency personnel require the contractor to remove ice and / or snow drifts from the roof, the bidder must submit hourly price rate with the following minimum equipment and labor:

- A. Minimum of (three) 3 laborers equipped with plastic shovels and brooms.
- B. Scissors Lift (min. lift height 20'), electric or gas powered,
(already on site as per requirement of Section 3.1.1(A) of this RFP.)
- C. Six (6) Plastic Snow Blowers
(already on site as per requirement of Section 3.1.1 (B) of this RFP).

The Using Agency contact person will make the final call via telephone to the contractor for the removal of snow drift /ice from the roof of the technology building.

The contractor is to designate a Supervisor from his crew for a point of contact and inform the Agency contact person or his designated representative.

3.3 SALT SPREADING OF TECHNOLOGY COMPLEX - 1200 NEGRON DRIVE, HAMILTON, NEW JERSEY
08691, ROADWAYS AND PARKING LOTS ONLY: PRICE LINES ((00004 – 00005)

Salt Spreading is designated for the NJ State Police Technology Complex including 1200, 1400 and 1600 Negron Drive and Negron Drive itself (from the intersection of Horizon Boulevard to the intersection of Klockner Road). Negron Drive is approximately 112,000 square feet of roadway. The Technology Complex also includes the following parking lots and their approximate dimensions are listed below.

3.3.1 The bidder is to submit a lump sum per call out price which includes the minimum equipment as listed below ,cost of bulk salt, personnel and labor and any other related costs in providing this service must be included in the bidder's pricing for salting operations for Area Group 1 as listed below: **(price line 00004)**

- A. One (1) Class "B" Truck with minimum 10' wide snow plow and salt spreader
- B. One (1) Front End Loader Class "E"
- C. Bulk salt is to be stored on site in a designated location, a minimum tonnage of **50 tons** of bulk salt must be on site at all times.
- D. Enough personnel to operate and perform salting operation in a timely manner.

3.3.1.1 The bidder is to submit a lump sum per call out price which includes the minimum equipment as listed in Section 3.3.1 ,cost of bulk salt, personnel and labor and any other related costs in providing this service must be included in the bidder's pricing for salting operations for Area Group 2 as listed below:**(price line 00005)**

The salt spreading must be coordinated and serviced under the direction of the Agency contact person. The salt spreading services will be divided into two (2) area groups.

Area Group 1 is for selected critical areas described below:

Auditorium Rear Lot =	108,000 sq. ft.
Troop "C" Front Lot =	19,000 sq. ft.

911 Center Lot = 47,000 sq. ft.

Negron Drive = 105,000 sq. ft.
(from the intersection of Horizon Boulevard to the intersection of Klockner Road)

Road between Firing Range and Garage = 11,500 sq. ft.
Helio Pad and Fuel Depot 19,000 sq. ft.

Total approximate square footage for Area Group 1 = 309,500 sq. ft.

*** Excluding Sidewalks

3.3.2 The **Area Group 2** area is the remaining areas of the complex and will consist of all areas listed below :

3.3.2.1 TECHNOLOGY COMPLEX

- Front Lot = 27,000 sq. ft.
- South Lot (Lab Entrance) = 13,000 sq. ft.
- Rear (East) Lot Evidence Receiving = 268,000 sq. ft.

3.3.2.3 FIRING RAGE

- Firing Range Lot = 122 000 sq. Ft.

Total approximate square footage for Area Group 2 = 420,000 sq. ft.

*** Excluding sidewalks

Grand Total approximate square footage for Complex = 729,500 sq. ft.

The bidder must respond for salting operations within **60 minutes** from call up by Agency contact person.

3.4 SNOW REMOVAL AND SALT SPREADING OF TECHNOLOGY COMPLEX - 1200 NEGRON DRIVE, HAMILTON, NEW JERSEY 08691, SIDEWALKS ONLY: PRICE LINES 00006 - 00007

There is an estimated 23,000 sq. ft. of sidewalk in the Technology Complex for which both snow removal and salt spreading services are required. Non- corrosive type snow melting chemicals must be used on the sidewalk areas. The bidder must respond within sixty (60) minutes from call out from the Agency contact person to provide either snow removal or salt spreading services for sidewalks only as per the decision of the Agency contact person at the time of call out.

3.4.1 SNOW REMOVAL, SIDEWALKS ONLY: PRICE LINE 00006

The bidder is to provide the following minimum equipment for call-out for sidewalk snow/ice clearing only:

- A. Three (3) large gas-powered snow blowers (2 stage) 24" wide minimum
- B. Enough personnel to perform the duties of clearing the sidewalk areas in a timely manner.

3.4.2 SALTING, SIDEWALKS ONLY: PRICE LINE 00007

- A. Three (3) Hand salt spreaders
- B. Enough personnel to perform the duties of salting the sidewalk areas in a timely manner.
- C. A minimum of two (2) tons of non-corrosive ice/snow melting chemicals must be kept on site in a designated locations for sidewalk chemical spreading.

******* Approximate square footage of Complex sidewalks is 23,000 sq. ft.**

The cost of the all above referenced equipment, non corrosive chemicals, personnel and labor and any other costs related in providing this service must be included in the pricing for Sidewalk Snow Removal and Salt Spreading (**price lines 00008 - 00009** of this RFP).

3.5 CURB MARKING AND STAKING OF TECHNOLOGY COMPLEX - 1200 NEGRON DRIVE, HAMILTON, NEW JERSEY 08691: PRICE LINE 00008

All roadway curbing is to be marked with reflective marking stakes for sight line visibility by snow plowing trucks.

Approximately 200 marking stakes will be needed to effectively mark all curbing at the Technology complex.

The stakes must be 2" x 2" x 4' high from ground level, embedded a minimum of 12" in the ground. The top 6" of the stake must have an orange reflective coating.

Stakes are to be in place seven (7) days from the award of the contract and removed within seven (7) days after the snow season ends. (May 7, 2009)

The bidder must include all equipment, personnel and labor and any other related costs to its bid price for curb marking and staking (**price line 00008** of this RFP).

3.6 SNOW HAULING OF TECHNOLOGY COMPLEX - 1200 NEGRON DRIVE, HAMILTON, NEW JERSEY 08691: PRICE LINE 00009

The bidder must submit an hourly rate including all referenced equipment listed below, personnel and labor and any other costs related in providing this service in its bid price for snow hauling to a designated area (**price line 00009**)

The minimum equipment requirement for the hauling of snow is as follows:

- A. Two (2) class H Front End Loaders
- B. Two (2) class B dump trucks
- C. Enough personnel to operated and perform the duties of snow removal

In the event that the snow accumulation is piled in excess, it may be determined by the Agency contact person to load and haul snow to a designated area within the Technology Complex. If this service is required the contractor must report to the site with the minimum equipment and personnel within sixty (60) minutes from call out by the Agency.

3.7 SNOW PLOWING SERVICES OF TECHNOLOGY COMPLEX - 1200 NEGRON DRIVE, HAMILTON, NEW JERSEY 08691, ROADWAYS AND PARKING LOTS ONLY: PRICE LINES 00010 – 00017.

3.7.1 The bidder must submit a lump sum price for snow plowing of Area Group 1 and Area Group 2. The snow plowing services will be divided into same two (2) area groups as listed for salt spreading in Section 3.3

***Area Group 1 is the same area as described in Section 3.3.1 for salt spreading
Area Group 2 is the same area as described in Section 3.3.2 for salt spreading***

Bidder must provide lump sum price for the snow plowing of 1 to 3” in **Area Group 1**, of snow with the following minimum equipment: **(Price Line 00010)**

- A. One (1) Class “B” Truck with a minimum ten (10’) foot wide snow plow to perform standard snow plowing operations
- B. One (1) Backhoe Loader Class “E”
- C. Two (2) large pick-up trucks (3/4 ton capacity minimum) with an 8’ wide snow plow appropriate to perform standard snow plowing operations
- D. One (1) Skid Steer Loader
- E. Enough personnel to operate and provide of snow plowing services in a timely manner.

3.7.2 Bidder must provide a lump sum price for snow plowing, in the event of +3” to 6” of snow in **Area Group 1** (based on the meteorological data report by the Trenton airport) and under the direction of the Agency contact person, the contractor is to supply the **minimum** equipment as follows: **(Price Line 00011)**

- A. Two (2) Class “B” trucks with a minimum 10’ wide snow plow to perform standard snow plowing operations
- B. Four (4) large pick-up trucks (3/4 ton capacity minimum) with 8’ wide snow plow appropriate to perform standard snow plowing operations
- C. One (1) skid steer loader
- D. One Backhoe Loader Class “E”
- E. Enough personnel to operate and perform the duties of snow plowing in a timely manner

3.7.3 Bidder must provide a lump sum price for snow plowing, in the event of +6” to 12” of snow in **Area Group 1** (based on the meteorological data report by the Trenton airport) and under the direction of the Agency contact person, the contractor is to supply the **minimum** equipment as follows: **(Price Line 00012)**

- A. Two (2) Class “B” trucks with a minimum 10’ wide snow plow to perform standard snow plowing operations
- B. Four (4) large pick-up trucks (3/4 ton capacity minimum) with 8’ wide snow plow appropriate to perform standard snow plowing operations
- C. One (1) skid steer loader
- D. One Backhoe Loader Class “E”
- E. Enough personnel to operate and perform the duties of snow plowing in a timely manner

3.7.4 Bidder must provide a lump sum price for snow plowing, in the event +12” or more of snow in **Area Group 1** (based on the meteorological data report by the Trenton airport) and under the direction of the Agency contact person, the contractor is to supply the **minimum** equipment as follows: **(Price Line 00013)**

- A. Two (2) Class “B” trucks with a minimum 10’ wide snow plow to perform standard snow

- plowing operations
- B. Four (4) large pick-up trucks (3/4 ton capacity minimum) with 8' wide snow plow appropriate to perform standard snow plowing operations
- C. One (1) skid steer loader
- D. One Backhoe Loader Class "E"
- E. Enough personnel to operate and perform the duties of snow plowing in a timely manner

3.7.5 Bidder must provide lump sum price for Snow plowing of 1 to 3" in **Area Group 2**, of snow with the following minimum equipment: **(Price Line 00014)**

- A. One (1) Class "B" Truck with a minimum ten (10') wide snow plow to perform standard snow plowing operations
- B. One (1) Backhoe Loader Class "E"
- C. Two (2) large pick-up trucks (3/4 ton capacity minimum) with an 8' wide snow plow appropriate to perform standard snow plowing operations
- D. One (1) Skid Steer Loader
- E. Enough personnel to operate and provide of snow plowing services in a timely manner.

3.7.6 Bidder must provide lump sum price for Snow plowing, In the event of +3" to 6" of snow in **Area Group 2** (based on the meteorological data report by the Trenton airport) and under the direction of the Agency contact person, the contractor is to supply the **minimum** equipment as follows: **(Price Line 00015)**

- A. Two (2) Class "B" trucks with a minimum 10' wide snow plow to perform standard snow plowing operations
- B. Four (4) large pick-up trucks (3/4 ton capacity minimum) with 8' wide snow plow appropriate to perform standard snow plowing operations
- C. One (1) skid steer loader
- D. One Backhoe Loader Class "E"
- E. Enough personnel to operate and perform the duties of snow plowing in a timely manner

3.7.7 Bidder must provide lump sum price for Snow plowing, In the event of +6" to 12" of snow in **Area Group 2** (based on the meteorological data report by the Trenton airport) and under the direction of the Agency contact person, the contractor is to supply the **minimum** equipment as follows: **(Price Line 00016)**

- A. Two (2) Class "B" trucks with a minimum 10' wide snow plow to perform standard snow plowing operations
- B. Four (4) large pick-up trucks (3/4 ton capacity minimum) with 8' wide snow plow appropriate to perform standard snow plowing operations
- C. One (1) skid steer loader
- D. One Backhoe Loader Class "E"
- E. Enough personnel to operate and perform the duties of snow plowing in a timely manner

3.7.8 Bidder must provide lump sum price for Snow plowing, In the event +12" or more of snow in **Area Group 2** (based on the meteorological data report by the Trenton airport) and under the direction of the Agency contact person, the contractor is to supply the **minimum** equipment as follows: **(Price Line 00017)**

- A. Two (2) Class "B" trucks with a minimum 10' wide snow plow to perform standard snow plowing operations
- B. Four (4) large pick-up trucks (3/4 ton capacity minimum) with 8' wide snow plow appropriate to perform standard snow plowing operations
- C. One (1) skid steer loader

D. One Backhoe Loader Class "E"

E. Enough personnel to operate and perform the duties of snow plowing in a timely manner

The bidder must include the cost for all above referenced equipment, personnel and labor and any other costs related in providing this service in its pricing for the snow plowing on **price lines 00010 - 00017** of this RFP.

3.7.9 The bidder must **respond within sixty (60) minutes from call up** by Agency contact person for providing snow plowing services under the direction of the Agency contact person

3.8 BIDDER EQUIPMENT OWNED AND LEASED (FORM A)

Bidder should complete and submit with its bid proposal "**Form A**" - **Bidder equipment owned and leased**, if not submitted with bid proposal Form A must be submitted within 7 business days of written notice from the State. The bidders failure to submit within this time frame will result in its bid being considered non-responsive.

3.9 SNOW SEASON

The defined snow season for snow removal, plowing/hauling and salting is the period starting **November 1 of the contract year to April 30 of the following year** for this RFP. The period from May 1 to October 31 is the contractual time utilized for administrative purposes.

3.10 SNOW CALL-OUT FOR ALL SERVICES, EXCEPT THE ROOF

All call outs will be issued by the Agency contact person by telephone. The bidder will assemble the required equipment and personnel at agency site **within 60 minutes** of notification and be ready to commence snow plowing/hauling/salting operations as directed.

The bidder accepts this time frame for services required under Section 3.3, 3.4, 3.5 3.6 and 3.7 of this RFP:

_____ YES _____ NO

If no, the State reserves the right to reject its bid proposal.

3.10.1 SNOW CALL-OUT FOR SNOW REMOVAL, ROOF ONLY

All call outs will be issued by the Agency contact person by telephone. The bidder will assemble the required equipment and personnel at agency site **within 4 hours** of notification and be ready to commence snow removal operations from the roof as directed.

The bidder accepts this time frame for services required under Section 3.1 of this RFP.

_____ YES _____ NO

If no, the State reserves the right to reject its bid proposal.

3.11 END OF SEASON CLEAN-UP AND REMOVAL OF EQUIPMENT

The contractor is to remove remaining bulk salt and sidewalk chemicals and clean-up remaining remnants of salt from the site at no additional charge, within 7 days of the end of the snow season as per Section 3.9 of this RFP.

The contractor must remove the Scissors Lift from the Agency site within seven (7) days of the end of the snow season per Section 3.9 of this RFP

Curb marking stakes are to be removed within 7 days of the end of the snow season as per Section 3.5 of the RFP.

3.11.1 Final payments will be not be made to the contractors until all the above services are completed to the satisfaction of the Agency contact person.

3.12 CAUSES FOR TERMINATION OF CONTRACT

If the contractor’s performance during the term of this contract is deemed unsatisfactory by the agency maintenance supervisor for reasons which may include late response for call outs, unavailability of full complement of equipment and personnel, the contract will be terminated by the State

The Director may also cancel the contract based upon the contractor's failure to provide a valid insurance certificate; cancellation of insurance; failure to renew insurance; failure to report ready, and willing to provide snow plowing/hauling and salting services **within 60 minutes of snow-call out and four (4) hours for Roof snow removal:** unsafe plowing practices; improper plowing practices; failure to follow the instructions of the Agency Regional Maintenance Engineer or his representative; failure to report with a full complement of equipment, and personnel; or actions constituting a danger to the public, private property, public employees or public property.

If the primary contract is cancelled for non-performance or non-compliance with the requirements of this RFP, the Director of the Purchase Bureau will terminate the contract for cause. If this action is taken the contractor must remove the Scissors Lift immediately from the Agency site within twenty four (24) hours of notification from the agency.

3.13 AGENCY CONTACT REPRESENTATIVE

The agency contact person for this contract is

Charles Modica or his designated representative

Telephone #: 609-584-5051 ext. 5841

3.14 PROOF OF INSURANCE

The following section supplements Section 2.3 of the States Standard Terms and conditions. Within 15 days of the award, the contractor shall furnish certificates of insurance, together with declaration pages in a form satisfactory to the Purchase Bureau showing compliance with this subsection. Failure to do so may result in cancellation of the contract.

Certificates shall be mailed to the addresses given below, original to the Purchase Bureau with a copy to the N.J. State Police Technology Complex.

**BID REF: 09-X-20412
ATTN: MR. PATRICK SLACK
NEW JERSEY DEPARTMENT OF TREASURY
PURCHASE BUREAU
P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230**

WITH A COPY TO:

***NEW JERSEY STATE POLICE TECHNOLOGY COMPLEX
ATTN: CHARLES MODICA
1200 NEGRON DRIVE
HAMILTON, NEW JERSEY 08691***

The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The contractor shall provide the NJDOT with current certificates of insurance for all coverages and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after providing thirty (30) days written notice to the individuals at the addresses given above.

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

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

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

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

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

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

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

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

\$100,000 *Bodily Injury, Each Occurrence*

\$100,000 *Disease Each, Employee*

\$500,000 *Disease Aggregate Limit*

CERTIFICATES OF INSURANCE MUST INCLUDE THE FOLLOWING PROVISIONS:

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

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

4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

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

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

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page <http://www.state.nj.us/treasury/purchase/bid/summary/09x20412.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 NUMBER OF BID PROPOSAL COPIES

The bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit **two (2) full, complete and exact copies** of the original. The copies requested are necessary in the evaluation of the bid proposal. A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 BID PROPOSAL CONTENT

4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20412.shtml>. The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be

received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract.

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20412.shtml>.

4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20412.shtml>.

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

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

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

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

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20412.shtml>.

4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.

4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/09x20412.shtml>.

4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to submit a copy of Certificate of Employee Information or a copy of Federal Letter of Approval verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. If the bidder has neither document of Affirmative Action evidence, then the bidder must complete the attached Affirmative Action Employee Information Report (AA-302). This requirement is a precondition to entering into a State contract. The Affirmative Action Employee Information Report (AA-302) is located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/09x20412.shtml>.

4.4.4 SUBMITTALS

Bidder should submit with its bid proposal “Form A” Bidder owned and leased equipment, if not submitted with bid proposal Form A must be submitted within 7 business days of written notice from the State. The bidders failure to submit within this time frame will result in its bid being considered non-responsive.

4.4.4.1 BIDDER EXPERIENCE - DATA SHEETS

The bidder must provide all of the information requested in the Bidder’s Data Packet located on the Advertised Solicitation, Current Bid Opportunities webpage:
<http://www.state.nj.us/treasury/purchase/bid/summary/09x20412.shtml>.

4.4.5 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.

4.4.6 PRICING

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

4.4.7 PRICE SHEETING INSTRUCTIONS

4.4.7.1 The bidder **must** submit pricing for **all price lines 00001 to 00017**. The bidder’s failure to submit prices for all price lines will result in the rejection of its bid proposal.

4.4.7.2 Bidders are to provide a lump sum price for **price lines 00001, 00002, 00004 – 00008, 00010 – 00017** per call out including all labor and equipment sufficient to perform

the requirements of each duty as described in Section 3.0 of this RFP.

- 4.4.7.3 **Price lines 00003** - bidders must submit prices for hourly rates per laborer including all equipment and personnel to perform the duties of the removal of snow from the roof as per Section 3.2 of this RFP.
- 4.4.7.4 **Price line 00009** – bidder must submit an hourly price rate for the removal of accumulated excess snow including all labor and equipment to perform the tasks as outlined in Section 3.6 of this RFP.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

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

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20412.shtml>.

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

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

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of two (2) Years. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP: <http://www.state.nj.us/treasury/purchase/bid/summary/09x20412.shtml>. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of **two (2)** one-year periods, by the mutual written consent of the contractor and the Director.

5.3 CONTRACT TRANSITION

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

5.4 CONTRACT AMENDMENT

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

5.5 CONTRACTOR'S WARRANTY

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

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

5.6 ITEMS ORDERED AND DELIVERED

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

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

5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

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

5.8 MANUFACTURING/PACKAGING REQUIREMENTS

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

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

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

5.9 CLAIMS

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

5.10 PERFORMANCE BOND

This section supplements Section 3.3b of the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20412.shtml>.

A performance bond is required. The amount of the performance bond is noted on the RFP signatory page located on the Advertised Solicitation, Current Bid Opportunities <http://www.state.nj.us/treasury/purchase/bid/summary/09x20412.shtml>. The performance bond must be posted within 30 days of the effective date of the contract award. The performance bond must remain in full force and effect for the term of the contract and any extension thereof.

5.11 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as required by in paragraph 3.19 of the NJ Standard Terms and Conditions version 07/27/07, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20412.shtml>, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

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

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

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

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

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

5.12 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.

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

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

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

6.3 BID DISCREPANCIES

In evaluating bids:

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

6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

Following the opening of bid proposals, the State shall, pursuant to N.J.S.A. 52:34-12(f), negotiate one or more of the following contractual issues: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder, and/or solicit a Best and Final Offer (BAFO) from one or more bidders.

Initially, the Evaluation Committee will conduct a review of all the bids and select bidders to contact to negotiate and/or conduct a BAFO based on its evaluation and determination of the bid proposals that best satisfy the evaluation criteria and RFP requirements, and that are most advantageous to the State, price and other factors considered. The Committee may not contact all bidders to negotiate and/or to submit a BAFO.

In response to the State's request to negotiate, bidders must continue to satisfy all mandatory RFP requirements but may improve upon their original technical proposal in any revised technical proposal. However, any revised technical proposal that does not continue to satisfy all mandatory requirements will be rejected as non-responsive and the original technical proposal will be used for any further evaluation purposes in accordance with the following procedure.

In response to the State's request for a BAFO, bidders may submit a revised price proposal that is equal to or lower in price than their original submission, but must continue to satisfy all mandatory requirements. Any revised price proposal that is higher in price than the original will be rejected as non-responsive and the original bid will be used for any further evaluation purposes.

After receipt of the results of the negotiation and/or the BAFO(s), the Evaluation Committee will complete its evaluation and recommend to the Director for award that responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered.

All contacts, records of initial evaluations, any correspondence with bidders related to any request for 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 of 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

Contract award will be made to the bidder submitting the lowest overall total price for all price lines 00001 to 00017 with reasonable promptness by written notice to that responsible bidders, whose bid proposals, conforming to this RFP, are most advantageous to the State, price, and other factors considered.

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.