



Request for Proposal 10-X-20837

For:	Aboveground Fuel Tanks: Installation, Tank Removal and System Services
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Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	4/9/09	5:00 PM
Optional Pre-bid Conference	4/7/09	10:30 AM
Mandatory Site Visit	N/A	
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	4/29/09	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.

<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 Agencies

State of New Jersey
Department of Transportation
Cooperative Purchasing Members

Date: March 12, 2009

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**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 Department of Transportation. The purpose of this RFP is to solicit bid proposals for Aboveground Fuel Storage Tanks: Installation, removal and related System Services.

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 Aboveground Fuel Storage Tanks; Installation, removal and Systems services presently due to expire on **June 30, 2009**. Bidders who are interested in the current contract specifications and pricing information may review the current contract **T# 0849** <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 OPTIONAL PRE-BID CONFERENCE

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

on 4/7/09 at the Purchase Bureau, 33 West State Street, Trenton, NJ 08625 at 10:30 AM

Please indicate via e-mail (patrick.slack@treas.state.nj.us) your intention to attend.

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

The purpose of the optional pre-bid conference is to provide a structured and formal opportunity for the State to accept questions from vendors relating to 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.

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.

2.2 CONTRACT SPECIFIC DEFINITIONS

AST – Aboveground Storage Tanks

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

THIS RFP CONSISTS OF THREE (3) DIVISIONS.

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

Division II (price lines 00013 – 00027) is for Fuel Storage Tank related equipment (i.e. fuel dispensers, Pumps, and monitoring systems, etc.) as listed on the price lines.

Division III (price lines 00028 -00039) is for the installation and the removal of above and underground storage tanks which includes experienced personnel suitable for performing these services.

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

DIVISION I – FUEL STORAGE TANKS and RELATED ACCESSORIES REQUIREMENTS

3.1 INTENT

It is the intent of this section of the RFP to obtain new equipment to be used in the construction of a new fuel facility or replacement/upgrading of an existing fuel facility. The bidder must submit pricing for all price lines 00001-00012 in order to be eligible for award of "Division I Fuel Storage Tank and Accessories". Failure to do so will result in the rejection of its bid proposal for "Division I Fuel Storage Tank and Accessories" only. The intent of the bidding format is to obtain one primary and one secondary contractor per region for the "Division I Fuel Storage Tank and Accessories " (price lines 00001 to 00012).

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

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

The bidder must provide, as part of its bid submission, detailed specifications and illustrated literature on the equipment it is proposing for price line items 00001-00012. Failure to provide the same with its bid proposal or within five (5) days of either written or verbal notification from the State will result in the rejection of its bid proposal for award of "Division I - Fuel Storage Tank and Accessories" section.

3.2 TECHNICAL SPECIFICATIONS

SPECIFICATION #1 - (PRICING LINES 00001-00012)

ABOVE GROUND FUEL STORAGE TANKS

(APPROVED BRANDS)

CONVAULT, CONTAINMENT SOLUTIONS/ HOOVER VAULT TANK, HIGHLAND
OR APPROVED EQUAL

Capacity:	500 gal.	1000 gal.	2000 gal.	4000 gal.	6000 gal.	12000 gal.
Dimensions:	4'-6" W	5'-8" W	8'-0" W	8'-0" W	8'-0" W	11'- 4" W
Should be	11'-0" L	11'-0" L	12'-0" L	18'-8" L	21'-1" L	36'-8" L
(+/- 4")	4'-7" H	4'-8" H	5'-7" H	7'-0" H	8'-10" H	8'-9 ¼" H

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

Warranty: 30 year warranty for all size tanks.

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

VENDOR WILL PROVIDE ABOVE LISTED WARRANTY: YES _____ NO _____
indicate by marking a "X" on the appropriate line.

Shape: All sizes of tanks must be rectangular shape only. (Cylindrical Tanks will not be accepted)

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

Gasoline tanks require a stage 1 vapor recovery cap and adapter.

Each new above ground storage tank must be supplied with the following:

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

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

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

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

(note: painted coating is not acceptable on steel outer shell tanks)

DIVISION II – FUEL STORAGE TANK RELATED EQUIPMENT

3.3 TECHNICAL SPECIFICATIONS FOR FUEL STORAGE TANK RELATED EQUIPMENT

It is the intent of this section of the RFP to obtain fuel storage tank related equipment for a new or upgraded fuel facility. The bidder must submit pricing for all price lines 00013-00027 in order to be eligible for award of "Division II Fuel Storage Tank Related Equipment". Failure to do so will result in the rejection of its bid proposal for "Division I Equipment" only. The intent of the bidding format is to obtain one sole contractor per region for the "Division II Fuel Storage Tank Related Equipment" (price lines 00013 to 00027).

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

The bidder must provide, as part of its bid submission, detailed specifications and illustrated literature on the equipment it is proposing for price line items 00012-00027. Failure to provide the same with its bid proposal or within five (5) days of either written or verbal notification from the State will result in the rejection of its bid proposal for award of "Division II - Fuel Storage Tank Related Equipment" section.

SPECIFICATION #2 - (PRICE LINES 00013-00015)

FUEL DISPENSER, GASOLINE OR DIESEL OR E-85 Fuel

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

Dispenser to have the following features:

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

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

SPECIFICATION #3 - (PRICE LINES 00016 - 00018)

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

The dispenser to have the following features:

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

Pump Cabinet and Meter:

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

General Requirements:

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

SPECIFICATION #4 - (PRICE LINES 00019)

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

The submersible pump to have the following features:

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

Pump to be installed in tank at time of delivery. Location will be as directed by the using agency.

SPECIFICATION #5 - (PRICE LINES 00020 - 00021)

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

**VEEDER ROOT MODEL TLS350R
OR APPROVED EQUAL**

Controller Panel Capability:

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

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

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

Bidders are to provide a price on line item 00021 for "Accessories" an additional mag probe, interstitial sensor and one piping system as described below:

Accessories: price line 00021

Line item 00021 is for the purpose of obtaining remote accessories to the Veeder Root or approved equal panel.

Magnetostrictive technology type, inventory control and in-tank testing probe assembly, annular space liquid sensing probe and piping sump sensing probe (model 794380-320, 3 wire), universal sensor mounting bracket for each sump sensor. Piping sump probe to differentiate between fuel and water. A Veeder Root interstitial probe, which does not differentiate between fuel and water is acceptable.

SPECIFICATION #6 - (PRICE LINE 00022 - 00024)

FUEL MONITORING SYSTEM W/ PANEL LIGHTS

**OMNTEC
OR APPROVED EQUAL**

Model:	L1PD2	L2PD4	L3PD6
	3 sensors	6 sensors	9 sensors

Panel Features:

- A. Distinguishes liquid hydrocarbons from water.
- B. Yellow lights to indicate water.
- C. Red lights to indicate fuel.
- D. Green lights to indicate panel power.
- E. Audible alarm w/silencing button.
- F. Test button.
- G. Remote enunciator RA-4, 95dB pulsing horn, 4 tank to be supplied.

Accessories: Contractor is to provide full set of sensors at no additional cost to the State for each model as listed below:

L1PD2:

- (1) Model PDWS sensor for monitoring the interstice of double wall steel tanks.
- (1) Model PDS sensor for monitoring containment sumps, dispenser pans, and interstice AST's.
- (1) Model L-2-L double point liquid level sensor, for greater than 36" length.

L2PD4:

- (2) Model PDWS sensor for monitoring the interstice of double wall steel tanks.
- (2) Model PDS sensor for monitoring containment sumps, dispenser pans, and interstice of AST's.
- (2) Model L-2-L double point liquid level sensor, for greater than 36" length.

L3PD6:

- (1) Model PDWS sensor for monitoring the interstice of double wall steel tanks.
- (1) Model PDS sensor for monitoring containment sumps, dispenser pans, and interstice of AST's.
- (1) Model L-2-L double point liquid level sensor, for greater than 36" length.

SPECIFICATION #7 - (PRICE LINES 00025 - 00027)

ABOVE GROUND WASTE OIL STORAGE TANK

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

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

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

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

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

Finish: Polyurethane paint, which is light in color.

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

NOTE: All prices for price lines 00001 to 00027 are to be held firm throughout the duration of this contract and any extensions thereof.

DIVISION III - INSTALLATION & TANK REMOVAL REQUIREMENT

3.4 INSTALLATION & TANK REMOVAL REQUIREMENTS - (PRICE LINES 00028 - 00039)

3.4.1 INTENT

It is the intent of this section of the RFP to obtain construction, maintenance, and tank removal services for the installation of new and existing fuel facilities. The bidder must submit prices for all price lines 00028-00039 in order to be eligible for award for "Division III - Installation & Tank Removal". Failure to do so will result in the rejection of its bid proposal for "Division III - Installation & Tank Removal" only. This award will be a multiple vendor award to the five (5) low bidders per region. Bidders do not have to bid on "Division I" or Division II in order to submit a bid proposal for "Division III" requirements of this RFP.

IMPORTANT REQUIREMENT – DIVISION III ONLY

BIDDERS SHOULD SUBMIT PROOF OF "PUBLIC WORKS CONTRACTOR REGISTRATION" AS LISTED BELOW WITH ITS BID PROPOSAL TO BE ELIGIBLE FOR AWARD OR WITHIN FIFTEEN (15) DAYS OF WRITTEN NOTICE FROM THE STATE. THE LASTEST DATE BY WHICH THE REGISTRATION MUST BE SUBMITTED IS NO LATER THAN THIRTY (30) WORKING DAYS FROM DATE OF BID OPENING. FAILURE TO PROVIDE WITHIN THIS TIME FRAME WILL RESULT IN THE REJECTION OF YOUR BID PROPOSAL FOR CATEGORY "B" ONLY.

THE APPLICATION AND ASSOICATED FEES CAN BE FOUND AT THE FOLLOWING WEBSITE:

http://lwd.dol.state.nj.us/labor/forms_pdfs/lsse/lsse-2.pdf

Please note that the Department of Labor needs thirty (30) working days from the date of your application to issue you a Public Works Contractor Registration Certificate.

Bidder has applied for "Public Works Contractor Registration" prior to bid opening date.

YES _____ NO _____

If yes, please submit the date and proof of application with your bid proposal.

If, no your bid will be rejected for Division III only.

3.4.2 PUBLIC WORKS CONTRACTOR REGISTRATION

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

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

For additional information the following website should be checked:

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

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

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

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

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

3.4.3 PUBLIC WORKS CONTRACTOR REGISTRATION ACT

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

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

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

For additional information the following web site should be checked:

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

3.4.4 METHOD OF OPERATION

The method of using this section of the RFP by the State agencies will be to obtain a fixed cost quotation from ALL Division III contract awardees for a specific region. Contractors would then prepare a quote based on the technical requirements set forth by the Using Agency. Contractors will use their State contract line item pricing to submit their offers for the project with the award going to the low bid offer.

<u>Special Using Agency Instructions</u>

When a Using Agency is looking for a contractor for Division III – Price Lines 28-39, they must provide the contractor with a detailed description of the job and get quotes from ALL contractors within the region the Using Agency is located. The contractor will then provide the Using Agency with pricing from its contract. The Using Agency would then pick the lowest contractor based on the quotes submitted.

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

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

3.4.4.3 This contract may be used for removal of tanks without replacement. If this option is used, agencies will pay for tank disposal using the labor rates indicated on price line 00028 – 00036 of the RFP as per contract award for the work needed.

3.4.4.4 The contractors selected are **NOT TO OFFER** engineering sampling, well monitoring or other types of professional services to New Jersey State Agencies or Municipal Governments, School

Boards or the Cooperative Purchasing entities. Local government participants who wish to procure these services will do so by using the provision of local public contract law N.J.A.C. 40A:11 et seq., or other appropriate statutory authority.

3.4.4.5 Price line 00030 is for the contractor to provide an hourly rate for the rental of equipment not specified on any other price lines. In order for the contractor to be paid on this line item; the contractor **MUST** document the hours of use and the type of equipment utilized on the invoice. Under no circumstances is the contractor to be paid for just having the equipment available on his truck at the site. This line item does not cover the cost of the contractor's truck/vehicle for transporting such equipment. The using agency will utilize price line 00031 for that type of task.

3.4.4.6 Price line 00031 is for the contractor to provide an hourly rate for use of truck/vehicle used to transport employees/equipment only to and from a job site only, limited to one (1) payment per visit per day. Under no circumstances is the Using Agency(ies) to be billed for the truck/vehicle parked at the jobsite location for this transportation use.

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

3.4.4.8 Bidders must bid a per ton rate (**price line 00036**) for removal and disposal of contaminated soil waste class ID-27.

3.5 MATERIALS NEEDED FOR INSTALLATION (PRICE LINE 00038)

Bidders are to provide invoice pricing with a mark-up not to exceed 10%, for certified clean fill needed for tank installation on price line 00038 of the price sheets.

IMPORTANT:

Contractors are strictly advised **NOT TO SUPPLY** any State Agency or Cooperative Purchasing entity, materials such as concrete, cement, stone and sand that may be needed to complete installation of tanks, by using the pricing mechanism established on **price line 00038** of the bid pricing sheets. Since these materials are available under separate State contracts as listed below, State Agencies will **ONLY** use the pricing established under these contracts to order such material, if needed. **Pricing line 00038** will only be used for ordering material not covered under any State contracts (e.g. clean fill).

Contractors are to provide a listing on each invoice supplied to the Using Agency a breakdown of materials used under line # 00038 for which payment is requested. Failure to provide a specific breakdown of materials used will result in a delay of payment until a detailed breakdown listing of materials used is supplied to the Using Agency.

The State Contracts available for the materials are as follows:

- T-0150** - Cement Bagged Portland Delivered
- T-0157** - Concrete Transit, Mix Delivered
- T-0142** - Stone, Sand and Gravel Pick-Up and Delivered

Bidder's submitting a mark-up of more than 10% over invoice prices will be rejected for award of **price line 00038** and therefore, will not be eligible for award of "Division III - Installation and Tank Removal Requirement" section.

3.6 TANK SYSTEM COMPONENTS (MECHANICAL & ELECTRICAL) (PRICE LINE 00039)

Bidders are to provide invoice pricing with a mark-up not to exceed 10% for tank system components on **pricing line 00039** of the bid pricing sheets.

Bidders providing a mark-up of more than 10% over invoice price (proof of invoice must be presented with billing) will be rejected for award of **price line 00039** and consequently will not be eligible for award of contract for "Division III - Installation and Tank Removal Requirement" section of this RFP.

Contractors are to provide a listing on each invoice a breakdown of all tank system components used for which payment is requested on line 00039. Failure to provide a specific breakdown of tank system components used will result in a delay of payment until such a detailed list of tank components used is provided to the Using Agency.

3.7 MANUFACTURER'S STANDARD SPECIFICATIONS (DIVISION III ONLY)

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

ADDITIONAL TERMS AND CONDITIONS FOR DIVISION I, II AND III

3.8 REGIONS:

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

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

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

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

A bidder may bid on any one or more region(s), but the bidder must service the entire region bid.

The bidder is to check which region(s) they will serve on price line 00001 for Division I and price line 00013 for Division II and on price line 00028 for Division III requirements as listed in this RFP.

Northern **Central** **Southern** **Entire State**

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

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

3.9 WARRANTY

Piping systems, monitoring devices and auxiliary equipment sold and installed under this contract are to be covered by the manufacturer's standard warranty and warranty period. However, per Section

3.2 of this RFP, all new storage tanks are to be covered by the 30 year warranty for both the storage tank and the outer coating of the tank.

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

3.10 DELIVERY

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

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

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

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

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

3.11 REPLACEMENT OF UNSATISFACTORY ITEMS:

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

4.0 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/10x20837.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/10x20837.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 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/10x20837.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/10x20837.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/njbgs 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/10x20837.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 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/10x20837.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/10x20837.shtml>.

4.4.4 SUBMITTALS

1. Bidder(s) should provide as part of their bid submission detailed specifications and illustrated literature for all equipment they are proposing for price line items 00001-00012. Failure to provide specifications and illustrated literature with its bid proposal or within five (5) days of either written or verbal notification from the State will result in the rejection of its bid proposal for award of "Division I – Equipment" section only.
2. Bidder(s) should provide as part of their bid submission detailed specifications and illustrated literature for all equipment they are proposing for price line items 00013-00027. Failure to provide specifications and illustrated literature with its bid proposal or within five (5) days of either written or verbal notification from the State will result in the rejection of its bid proposal for award of "Division II – Fuel Storage Tank Related Equipment" section only.
3. Bidder(s) should provide as part of their bid submission their Public Works Contractor Registration Act Certificate. Failure to provide such certification with its bid proposal or as specified under Section 3.4 of this RFP will result in the rejection of its bid proposal.

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/10x20837.shtml>.

4.4.4.2 SAMPLES/SAMPLE TESTING

Not applicable to the RFP

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

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 attached Cooperative Purchasing Form indicating willingness or unwillingness to extend State contract pricing and terms to Cooperative Purchasing partners

4.4.8 SUBCONTRACTOR(S)

All bidders must complete the **Notice of Intent to Subcontract Form** whether or not they intend to utilize subcontractors in connection with the work set forth in this RFP. If the bidder intends to utilize subcontractor(s), then the **Subcontractor Utilization Plan** must also be submitted with the bid.

Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.

The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.

The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.

The bidder should provide documented experience to demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

4.4.9 PRICING SHEET INSTRUCTIONS

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

4.4.9.1 Bidder(s) submitting a bid proposal for "Division I Fuel Storage Tanks and Accessories" must provide pricing for price line items 00001 to 00012 of this RFP, and must include manufacturer's

brand and model number for the equipment bid. Failure to do so will result in the rejection of your bid proposal for Division I only.

4.4.9.2 Bidder(s) submitting a bid proposal for “Division II Fuel Storage Tank Related Equipment” must provide pricing for price line items 00013 to 00027 of this RFP, and must include manufacturer’s brand and model number for the equipment bid. Failure to do so will result in the rejection of your bid proposal for Division II only.

4.4.9.3 Bidder(s) submitting a bid proposal for “Division III, Installation and Tank Removal Services”, must provide an hourly rate on price line items 00028-00035 and 00037 of this RFP. A per ton price is required for price line 00036. Failure to do so will result in the rejection of your bid proposal for Division III only.

4.4.9.4 Bidder(s) submitting a bid proposal for “Division III, Installation and Tank Removal Services”, must provide a mark-up **not to exceed 10%** over invoice price on price line items 00038 - 00039, of this RFP. Bidder’s exceeding the 10% mark-up will be rejected and will not be eligible for an award in “Division III”.

4.4.9.5 Bidder(s) are to check which region(s) they will service on the first price line of each Division. (Division I - price line 00001; Division II – price line 00013 and Division III - price line 00028)

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

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP, 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/10x20837.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/10x20837.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 **three (3)** 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 **One hundred twenty (120) days** beyond the expiration date of the contract.

5.4 CONTRACT AMENDMENT

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

5.5 CONTRACTOR'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 Agencies** are authorized to order and **the 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 Agencies 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 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.

5.11 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Section 3.11 of the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage.

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

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

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

The contractor shall forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval.

No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

5.12 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/10x20837.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.

5.13 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.

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 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 award and one secondary award will be made per region for Division I pricing lines 00001-00012 and Division II pricing line 00013 – 00027 along with multiple awards to the five (5) overall low responsive bidders per region will be made for Division III price lines 00028-00039 with reasonable promptness by written notice to that responsible bidders whose bids, conforming to the invitation for bids, will be most advantageous to the State, price and other factors considered. Any or all bids may be rejected when The Director of the Division of Purchase and Property determines that it is in the public interest to do so.

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.

7.2.1 DIVISION I FUEL STORAGE TANKS AND ACCESSORIES AWARD

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

7.2.1 DIVISION II FUEL STORAGE RELATED EQUIPMENT AWARD

Bidders must bid all line items in Division II (price lines 00013-00027) to be considered for an award. The award will be based on the lowest cost for all line items added together. Failure to bid all line items 00013-00027 will result in the rejection of your bid for Division II award only.

7.2.2. DIVISION III TANK INSTALLATION AND REMOVAL AWARD

Bidders must bid all line items in Division III (price lines 00028-00039) to be considered for an award. Price lines 00038 and 00039 will be awarded to those bidders who received an award for Division III price lines 00028 – 00037. Awards will be made to the five (5) overall low responsive bidders per region in Division III. The awards for Division III will be based on a consumption model which will be available the next business day following the deadline for submitting a BAFO, by contacting the buyer. (Utilization of award for Division III will be as per Section 3.3.2 of this RFP). Failure to bid all line items 00028-00039 will result in the rejection of your bid for Division III award only.

7.3 INSURANCE CERTIFICATES

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

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.

State of New Jersey Standard Terms and Conditions

Applicable to all advertised DPP Procurements unless otherwise indicated

STANDARD TERMS AND CONDITIONS:

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

1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

- 1.1 BUSINESS REGISTRATION** –Effective September 1, 2004, pursuant to an amendment to N.J.S.A. 52:32-44, State and local entities (including the Division of Purchase and Property) are prohibited from entering into a contract with an entity unless the contractor has provided a copy of its business registration certificate (or interim registration) as part of its bid submission. Failure to submit a copy of the Business Registration Certificate within the bid proposal may be cause for rejection of the bid proposal.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State. This requirement shall apply to all contracts awarded on and after September 1, 2004. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.htm>

- 1.2 ANTI-DISCRIMINATION** - All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.
- 1.3 PREVAILING WAGE ACT** - The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the bidder's signature on the proposal is also his guarantee that he and any subcontractors he might employ to perform the work covered by this proposal will comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.
- 1.3(a) PUBLIC WORKS CONTRACTOR REGISTRATION ACT** - The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractors who bid on or engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464 or <http://www.nj.gov/labor/lss/lspubcon.html>.

- 1.4 AMERICANS WITH DISABILITIES ACT** - The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101 et seq.

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- 1.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.
- 1.6 OWNERSHIP DISCLOSURE** - Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.
- 1.7 COMPLIANCE - LAWS** - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.
- 1.8 COMPLIANCE - STATE LAWS** - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.
- 1.9 COMPLIANCE - CODES** - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.

2. LIABILITIES

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

STATE OF NEW JERSEY
Purchase Bureau – Bid Ref. #

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

- a. Comprehensive General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Comprehensive General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as Additional Insureds. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed Comprehensive General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage.
- b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:
\$1,000,000 BODILY INJURY, EACH OCCURRENCE

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\$1,000,000 DISEASE EACH EMPLOYEE
\$1,000,000 DISEASE AGGREGATE LIMIT

3. TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU

3.1 CONTRACT AMOUNT - The estimated amount of the contract(s), when stated on the Advertised Request for Proposal form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.

3.2 CONTRACT PERIOD AND EXTENSION OPTION - If, in the opinion of the Director of the Division of Purchase and Property, it is in the best interest of the State to extend a contract entered into as a result of this Request for Proposal, the contractor will be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the contract. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

3.3 BID AND PERFORMANCE SECURITY

- a. Bid Security - If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17: 12- 2.4. Acceptable forms of bid security are as follows:
1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.
 2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:
 - a. Issue an award notice for those offers accepted by the State;
 - b. Return all bond securities to those who have not been issued an award notice.

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

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

The Performance Security must be submitted to the State within 30 days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit

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performance security may result in cancellation of contract for cause pursuant to provision 3.5b,1, and nonpayment for work performed.

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

3.5 TERMINATION OF CONTRACT

a. For Convenience

Notwithstanding any provision or language in this contract to the contrary, the Director may terminate at any time, in whole or in part, any contract entered into as a result of this Request for Proposal for the convenience of the State, upon no less than 30 days written notice to the contractor.

b. For cause:

1. Where a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seq., the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
2. Where a contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping etc., so that the Director is repeatedly required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.

c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.

d. In the event of termination under this section, the contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

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

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

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

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

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

In order for the State contract to be extended to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education the bidder must agree to the extension and so state in his bid. proposal. The extension to counties municipalities, school districts, volunteer fire

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departments, first aid squads and Independent Institutions of higher education must be under the same terms and conditions, including price, applicable to the State.

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

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

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

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

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

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

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

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

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

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

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated in the Request For Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.
- d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.

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- f. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

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

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

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

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

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

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

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

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

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

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

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3.20 ASSIGNMENT OF ANTITRUST CLAIM(S) - The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this contract.

In connection with this assignment, the following are the express obligations of the contractor;

- a. It will take no action which will in any way diminish the value of the rights conveyed or assigned hereunder.
- b. It will advise the Attorney General of New Jersey:
 1. in advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action;
 2. immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
- c. It will notify the defendants in any antitrust suit of the fact of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice will be sent to the Attorney General of New Jersey.

Furthermore, it is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

4. TERMS RELATING TO PRICE QUOTATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services received a properly signed and executed State Payment Voucher form and, when required, a properly executed performance security, whichever is latest.
- b. The date on the check issued by the State in payment of that Voucher shall be deemed the date of the State's response to that Voucher.

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

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

7. NOTICE TO ALL BIDDERS SET-OFF FOR STATE TAX NOTICE

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

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

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8. **APPLICABLE LAW** - This contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles.



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE
Governor

R. DAVID ROUSSEAU
State Treasurer

April 15, 2009

To: All Interested Bidders

Re: RFP # 10-X-20837
ABOVEGROUND FUEL TANKS: Installation, Tank Removal and System Services

Bid Due Date: **April 29, 2009** (2:00 p.m.)

ADDENDUM #1

The following constitutes Addendum #1 to the above referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions.

Part 2: Additions, deletions, clarifications and modifications to the RFP

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

PART 1
ABOVEGROUND FUEL TANKS: Installation, Tank Removal and System Services
Bid Number 10-X-20837

Answers to Questions

Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section where applicable.

#	Page #	RFP Section Reference	Question	Answer
1		Pricing page 8	I would like to know if there will be any electrical demolition or installations for 10-X-20837.	The State does not guarantee any quantities of installations, but this RFP does include on price line 00034 a labor rate for an electrician for installation and removal of fuel tanks.
2			Is this RFP a rebid of the RFP from November 2008?	Yes, that RFP was canceled and this is now the updated RFP for bidding.
3	27	3.3	We manufacturer a fuel accounting system (card reader). Is this the appropriate bid for us? If not what commodity code or bid should we focusing on?	Bidders must bid all price lines 00013 -00027 in Division II in order to be responsive for award in Division II, which includes some equipment related to fuel accounting systems.
4			What is the location that the work will be done?	This is a Statewide contract.
5	6 1	1.3.3 Signatory page Cover page	1) Is the Pre-Bid Conference scheduled for 4/7/09 mandatory or optional (per Request for Proposal 10-X-20837) 2) Small Business Set-Aside - Status is checked 'Not Applicable', are the 'Subcontractor Set Aside Forms included in the package required?	1) The Pre Bid Conference is optional not mandatory and bidding is open to all vendors. 2) Yes, Intent to Subcontract forms must be completed and returned with the bid documents on the last page of the Subcontractor forms, Please check off "Contract is not Small Business".
6	6	Signatory page 1.3.3	The web advertisement states the 4/7/09 conference is optional. The RFP cover sheet/line #7 says it is mandatory.	Bid Conference held on 4/7/09 was optional and not mandatory.
7		1.2 1.4.8 5.13	Regarding Section 1.2 Background I viewed the current contract pricing. In regard to Line 42, 2 contractors, E O Habhegger Co, Inc. and J Kennedy had pricing that is out of sync with all other quotes. Please explain why their bid price is so high and how they were awarded a contract. Section 1.4.8 Joint Venture - In the event a WBE enters a Joint Venture with a NJ corporation; do both entities to be registered as a public contractor?	The NOA listing of line # 42 for EO Habhegger Co and J Kennedy is stated incorrectly. However, the description of the work and prices listed on price line 00042 of each individual contract is correct. Only bidders in Division III submitting bids must be registered as a public works contractor.

#	Page #	RFP Section Reference	Question	Answer
		3.4.1 3.4.4.2	3.4.1 Division III only Failure to provide Public Works Contractor Registration will result in the rejection of your bid proposal for category "B" only. Please clarify what category 'B' is. Section 3.4.4.2 Please clarify how the awarded contractor will be paid! for the removal and disposal of the old tank. Is this to be billed directly to the Using Agency?	Section 3.4.1 Please disregard the referral to Category B, it does not pertain to this RFP. Section 3.4.4.2 Contractors awarded in Division III will be paid for tank removal based on prices submitted for price lines 00028 – 00039
8	17 18	3.4.1 3.4.2	Section 3.4.1 (page 17) and 3.4.2 (page 18); Regarding the Public Works Contractor Registration Certificate. Q: My company does not have this Certification at this time. Do we need the Certification in order to bid before the deadline, or do we merely need to APPLY for the Certification before the deadline?	As per Section 3.4.1 The bidder must simply have applied for PWCRC and provide on the RFP submittal the certification submittal date, as per Section 4.4.4 of the RFP
9	21	Section 3.7 3.9	Manufacturer's Standard Specification Please clarify how awarded contractor is to bill the consultation for this requirement. 3.9 Warranty information. I assume that all warranty information will be provided by the awarded contractor. Who is responsible for shipping charges?	There are no price lines for consultation; all pricing must be included in the bidder proposal for completing the requirements of this RFP. 3.9 All shipments of materials are FOB DESTINATION.
10	12	3.2	3.2 Technical Specifications-Please clarify Steel Outer Shell Tank finish. Note states "painted coating is not acceptable on steel outer shell tanks", but line above that states "fiberglass or polyurethane coated". Does this "outer coating" have to carry a "30 year warranty"? Or are only a "concrete outer shell tanks" the only tanks acceptable?	The outer coating of all Outer Shell tanks must carry a 30 year warranty. No, Steel tanks with a fiberglass or polyurethane coating and a 30 year warranty are acceptable.
11	12	3.2	3.2 Technical Specifications: Components, pressure or vacuum testing, states "after installation where applicable". Can you clarify what is meant by "after installation"? Is this test preformed by "Division 1" contractor or by the "Division 3" contractor? What does "applicable" mean?	The tanks must have a means to pressure or vacuum test as per Specification #1. This will be conducted by means of another State contract and is not the responsibility of either Division I or Division III contractor.
12		Signatory page	RFP Cover Sheet, Line #17 regards to delivery lead time states "requested delivery: 30 days after receipt of order". Some products specified in this RFP will require longer delivery times due to fabrication, while others can be made in this timeframe. Is the 30 days noted to be	Division I and Division II bidders will be required to supply equipment within the 30 day estimated delivery time as stated on the RFP Signatory page, line 17. However Division III bidders will consensually agree with the

#	Page #	RFP Section Reference	Question	Answer
			strictly enforced or can it vary per product ordered?	Using Agencies to determine delivery time frames based on specific projects.
13	22	3.10.1 3.10.2	3.10.1 and 3.10.2 Delivery-Please clarify "the contractor is responsible for unloading all the equipment at the site". If Division #1, is this contractor responsible? If Division #2, is this contractor responsible? If so, are these contractors responsible or to provide all the required "offloading equipment and labor" (i.e. crane or folk lift machines) as required to accomplish the task for that particular equipment or item being delivered? Can the "contractor" use any of the "using agencies" equipment and/or labor, at that particular site, to offload any equipment? Or should these costs be included within any "line(s)" being bid?	3.10.1 All contractors are responsible for all unloading of equipment at the site at no additional cost to the State. The State is not obligated to provide labor or equipment for purposes of unloading ordered material or equipment to the work site.
14		3.4.2	3.4.2 Public Works Contractor Registration-Since Division #1 and #2 require "offloading labor/equipment" services to accomplish the requirement, does any bidder for Division #1 and Division #2 Contractors have to meet the requirements per this section for PWCRA?	No.
15			(1) If possible please provide the \$ amount and Qty of size of the AST's purchased on the last contract. (2) Please confirm that the Distributor or Manufacturer who wins the first & second section must have a Public Works Certificate with New Jersey. (3) Please clarify the (BAFO) Best and Final Offer and how it will work on all three sections.	1) The previous expenditure reports are not conducive to predict accurately future quantity requirements under present economic conditions. 2) See answer to question 14 . 3) Please refer to answer given in Question 24.

#	Page #	RFP Section Reference	Question	Answer
16	14	Pricing page 5 RFP Section 3.3	Specification #3 Price Lines 00018-Gasboy Astra Model #9823 IS NOT COMPATABLE OR AVAILABLE to be used with E85 Fuel. Will this line be deleted? If not please provide an "alternate" or "approved equal" product which meets all your specifications mentioned. In addition, does all equipment (i.e. hoses/nozzles) to complete this specification be manufactured for E85 Fuel compatibilities? Is Stage II vapor recovery equipment required?	Price line 18 is not required for bidding in order to be considered responsive to Division II, therefore the award methodology as outlined in Section 7.2.2 is revised to not include price line 18 in the sum total for Division II price lines. In the event bids are received for price line 00018 meeting the specifications of a Gasboy model or an approved equal, the State reserves the right to make a line item award for price line 00018 only within Division II. Stage II vapor recovery equipment is required for all dispensing equipment.
17	14	3.3	Specification #4 Line #00019-states "pump to be installed in tank at time of delivery". Is the Division #2 Contractor "responsible" to do this installation of this pumping unit and all the equipment as listed within this specification?	Yes, the Division II contractor is responsible for supplying all specified equipment and accessories listed on price lines 00013 to 00027 at no additional cost to the State..
18			Are manufacturers without a presence in New Jersey allowed to bid on the New Jersey State Contract?	Yes, this bid opportunity is open to all vendors who meet all requirements for this RFP.
19			Do manufacturers need to have a public works certificate to unload and/or install equipment on the New Jersey State Contract?	Refer to answer in Question 7 part 2
20	12	3.2	Are cylindrical tanks allowed as a lower cost substitute?	No, Cylindrical tanks will not be acceptable.
21	1	Cover page	If I hire a sub-contractor that is a SBA approved entity and he needs to hire a sub to accomplish the task, does his sub also need to be a SBA approved entity?	There is no requirement for SBA for this RFP.
22	18	3.4.1	Do all contractors have to have a Public Works Certificate prior to bidding?	No, Only Division III contractors must have applied for the Certification by the bid opening date, as per Section 3.4.1, the Public Works Certification.
23	36	Pricing pages 5 7.2.2	If there is no manufacturer that currently has an UL approved E-85 dispenser, how do we bid the requirement for one?	Please refer to answer in question # 16
24	35	7.2	Under the BAFO requirements can the approved vendor change every time the BAFO request is sent out?	Under the initial BAFO requirement the bidder may submit a lower priced bid which may change the award criteria. After contract award and during the contract period only, if a current contractor submits a lower price offer, then all current contractors will be afforded an opportunity to submit new prices

#	Page #	RFP Section Reference	Question	Answer
				which may possibly change ranking of awardees. See Section 7.2 of the RFP for details.
25	35	7.2	What protection does the winning bidder have under the BAFO requirements against other vendors bidding lower than the winning bid?	Please refer to answer listed on Question 24.
26	13-14	3.3	What is the requirement for UL listing of dispensers?	All electrical components shall meet all applicable NEMA and U.L. Standards for Class 1, Group D equipment.
27	20	3.5	If a State Contract contractor is not allowed to provide blacktop and/or concrete and other items that have commodity codes, is the contractor allowed to bill for project management for coordinating all vendors? If not who is responsible for this management? If so, what line item is allowed for this purpose?	NO, This contract does not permit the usage of materials that can be provided under another State contract. All management coordination to complete a specified project will be the responsibility of the State Agency Contract Manager.
28	26	4.4.8	The contract states that all subcontractors must be listed prior to the bid, what happens if our sub is no longer available and we have to substitute and unknown sub at a later date, can we submit a subcontractor form for the new sub at that time?	Yes, In the event that the reported subcontractor is not available to perform the duties of the contract, a Subcontractor Utilization form should be submitted to the Purchase Bureau. Failure to do so may result in the cancellation of your contract.
29			Are set-aside standards used for priority of bid preference for this bid?	NO, This bid proposal does not contain any requirements for Set Aside.
30	35	7.2	How often can the State ask for a BAFO proposal?	Please refer to answer in Question 24.
31	15	3.3	Specification #5-Lines #00020 to #00021-Please indicate which type of "interstitial" or "annular space" sensors are needed. Sensors are available for both "steel" and "fiberglass" tanks. Which type tank(s) are these sensors for?	The description on page 15 describes the interstitial sensor. The tank type may vary depending on the installation.
32	7	1.4.5	1.4.5 Bid Opening-Please clarify "only the names of the bidders submitting bid proposals will be publicly announced". Will "each" Division that bidder has submitted on be named or just that "a bid" was received?	Yes, Only the name and address of each bidder will be read at the bid opening. No additional information will be disclosed at the time of the bid opening.
33		Pricing pages 6	Specification #7 Lines 00025 to 00027 Above Ground Waste Oil Storage Tank-	Upon the review of the website of the International Fire Codes NJ

#	Page #	RFP Section Reference	Question	Answer
	16	3.3	Are all the sizes listed within the lines mentioned to current New Jersey State Fire Codes. I believe New Jersey has recently adopted the International Fire Codes-New Jersey Edition. Can the State confirm that all listed tanks within this RFP are within those codes?	Edition http://www2.iccsafe.org/states/06NewJerseyFire/Fire_Code/NJ_Fire_FrameSet.html The listed tank sizes are within the codes.
34	12	3.2	3.2 Technical Specifications, Specification #1 Lines 00001 to 00012 Above Ground Storage Tanks-In regards to all the size tanks and fuel contents, are all SIZES listed approved by "current fire codes"? I believe New Jersey has recently adopted the current version of the "International Fire Codes-New Jersey Edition"(Various Sections). Local codes will govern in regards to fuel storage capacities. Can all the sizes noted be CONFIRMED by the State that all are within these codes since the contract will cover "extensions of contracts" to other agencies and municipal governments?	As regulation may change it is the contractor's responsibility to comply with all Federal, State, and local regulations at the time of delivery of tanks listed under Category I.
35			In Division I the State is asking that distributors make a fair assumption as to unknown cost increases for three years and base our price at bid opening upon these figures. This would in fact cause the State and Cooperative Entities to purchase tanks under Division I at a higher cost for years one and two and hopefully in year three this will self correct. Would the State allow for a change in price structure to allow for a price for year one with an increase for year two and three? This increase could be tied to the national Steel Price Index as is used in other State and Federal contracts and other industries. This way all parties are protected against unknown price constraints in an economy that is unpredictable.	No, The State does not permit any price escalation during the term of the contract or any extension thereof. This is a TWO year contract.
36	15	3.3	The above solicitation does not list anything about fuel management. Does this one consisting of anything regarding fuel management and I'm not just seeing it? If not, how can i make sure we get to bid on the one regarding fuel management?	Refer to answer in Question 3.

PART 2
ABOVEGROUND FUEL TANKS: Installation, Tank Removal and System Services
Bid Number 10-X-20837

Additions, Deletions, Clarifications and Modifications to the RFP

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1			THIS RFP DOES NOT CONTAIN ANY PROVISIONS FOR SET ASIDE FOR SMALL BUSINESS – NO SUBCONTRACTOR SET ASIDE AS WELL
2			ONLY DIVISION III IS REQUIRED TO OBTAIN PUBLIC WORKS CERTIFICATION – DIVISION I AND DIVISION II ARE NOT REQUIRED TO BE PUBLIC WORKS CERTIFIED.
3			



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE
Governor

R. DAVID ROUSSEAU
State Treasurer

April 22, 2009

To: All Interested Bidders

Re: RFP # 10-X-20837
ABOVEGROUND FUEL TANKS: Installation, Tank Removal and System Services

Original Bid Due Date: **April 29, 2009** (2:00 p.m.)

REVISED BID OPENING DATE: May 12, 2009 (2:00 p.m.)

ADDENDUM #2

The following constitutes Addendum #2 to the above referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions.

Part 2: Additions, deletions, clarifications and modifications to the RFP

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

PART 1
ABOVEGROUND FUEL TANKS: Installation, Tank Removal and System Services
Bid Number 10-X-20837

Answers to Questions

Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section where applicable.

#	Page #	RFP Section Reference	Question	Answer
1	35	7.2 Pricing pages 1 , 4, 7	In section 7.2 it states that entities will be selected per region, but there are not price lines available for the separate regions? How does an entity bid multiple regions?	On the first price lines for each region (price line 00001, 00013 and 00028), there is are spaces provided for the bidder to submit which regions or Statewide they are willing to provide service for.
2	18	3.4.2	Prevailing wage is different based on regions/ counties within the State, but there is not a line item to bid separately per region? How does a bidder bid multiple regions	Based on the differences of prevailing wage rates from the NJ Dept. of Labor website, the variances indicated in prevailing wage rates per region which include various counties within the State do not justify a separate bid price for multiple regions.
3	19	3.4.4.4	How is the State Contractor protected if they are not allowed to bring Engineering to a project? What engineering company would not attempt to take control of a project if the State and/or Townships are forced to hire them separately, therefore costing both the State and Cooperative State entities more money per project and eliminate State Contract pricing for Public Bid opportunities?	State Agencies are mandated to utilize existing State Contracts for services that are covered under those contracts.
4	20-21	Section 3.6 Pricing page 8-9	1. Page 20, Welder - I believe welding services will not be required. What should be put on this line item? 2. Page 20, Section 00035, Well Drilling - How deep of a well & what size? 3. Page 20, Section 00036, ID27 Soil - Does this price include waste classification soil sample for soil disposal? Waste classification for heating oil, diesel, or gas? Our proposals usually includes up to a certain number of tons - how do we address this? 4. Page 20, Section 00038, Misc. - You have listed in bid specs that this covers concrete, cement, stone & sand. On price sheet you say construction material. I assume this is for material to backfill	1) Bidders should bid an hourly prevailing wage rates for a welder on price line 00033 as indicated. 2) Well drilling is based on an hourly rate not depth or size. 3) As per Section 3.4.4.8 Bidders must bid a per ton rate (price line 00036) for removal and disposal of contaminated soil waste class ID-27 for all type of fuel. 4) Section 3.5 is for clean backfill materials and any other miscellaneous materials needed for installation with the exception

#	Page #	RFP Section Reference	Question	Answer
			<p>areas of the removed tanks - is that correct?</p> <p>5. Page 21, Section 00039, Installations - Where do the items required for the aboveground tank installation go, such as: reinforced wire & misc for tank pads, bollards, conduit & wiring for monitoring, dispenser pan equipment, islands, etc.? Do we mark down the % being added to items purchased?</p> <p>6. Removals - Where do the items go for surface removal/disposal, such as concrete or asphalt? Where do the items go for surface restoration for tank removals (asphalt, concrete, landscaping)? Does this fall under #00039 as a percentage added to items completed?</p>	<p>of concrete, cement, stone and sand which are covered by other State contracts.</p> <p>5) . Miscellaneous items are included on price line 00039, As per Section 3.6 of the RFP, bidders must submit proof of invoice with the billing submittal and must bid on price line 00039, a net price or up to but not to exceed 10% mark-up over the invoice cost.</p> <p>6) As per 3.4.4.2 Whenever, the Using Agency places an order for installation of a new tank, the cost of the removal and disposal of the old tank will be the responsibility of the contractor awarded for Division III of this RFP. All management coordination to complete a specified project will be the responsibility of the State Agency Contract Manager.</p>
5	28	5.2 Signatory page	<p>Certain prevailing wages that are applicable to this contract only have set wages for the next two years, but this contract is for three years. How can a contractor make a reasonable assumption as to labor rate increases for the third year, especially during an unusual economy time that we are in currently. Can the contract period be reduced to two years to cover this lapse?</p>	<p>This is a two year contract and not a three year contract. See Section 5.2 Contract Term and Extension Option.</p>
6	13	Section 3.3 Pricing page 4	<p>Specification #2 Lines #00013 to #00015 (F) and Specification #3 Lines #00016 to #00018 (E)-Both state the "dispensers" be "equipped with all options to be used on the E.J.Ward fuel management system". Could a list of this "equipment" be issued so any items that are needed are included within the bid price of these units?</p>	<p>The bidder providing prices on price lines 00013 to 00018 for dispensing equipment should include any optional equipment of the bid dispenser for use with the EJ Ward fuel management system.</p>

PART 2
ABOVEGROUND FUEL TANKS: Installation, Tank Removal and System Services
Bid Number 10-X-20837

Additions, Deletions, Clarifications and Modifications to the RFP

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1			BID OPENING DATE CHANGED TO 5/12/09



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

JON S. CORZINE
Governor

R. DAVID ROUSSEAU
State Treasurer

May 7, 2009

To: All Interested Bidders

Re: RFP # 10-X-20837
ABOVEGROUND FUEL TANKS: Installation, Tank Removal and System Services

Bid Due Date: **May 12, 2009** (2:00 p.m.)

ADDENDUM #3

The following constitutes Addendum #3 to the above referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions.

Part 2: Additions, deletions, clarifications and modifications to the RFP

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

PART 1
ABOVEGROUND FUEL TANKS: Installation, Tank Removal and System Services
Bid Number 10-X-20837

Answers to Questions

Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section where applicable.

#	Page #	RFP Section Reference	Question	Answer
1	12	3.2	We are unaware of any tank manufacturer's that have any ASTs that come with Fiberglass or Poly outer-coatings and neither material has passed the UV rating requirements for outside use. Could it be possible that the spec for the tanks is confused with the UST (Underground Storage Tank) requirements, as both fiberglass and Poly are common coatings for underground use?	As per NJDEP - General Permit Stationary Non-Floating Roof Storage Tank(s) - Above ground storage tank(s) 2000 gallons or greater and exposed to the sun rays must be painted white or must be made of stainless steel construction. [N.J.A.C.7:27-16.2(a)1]
2		Price page 9	What type of price should be placed on price lines 00038 and 00039 as it asked for a percentage – but the line indicates for price line 00038 “TON” and price line 00039 indicates for “EACH”?	Bidders should submit a percentage mark-up or net on the price lines 00038 and 00039 which should read PCNT or %.

PART 2
ABOVEGROUND FUEL TANKS: Installation, Tank Removal and System Services
Bid Number 10-X-20837

Additions, Deletions, Clarifications and Modifications to the RFP

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1		Pricing page 9	Modification to change pricing on price lines 00038 and 00039 to Percentage



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

JON S. CORZINE
Governor

R. DAVID ROUSSEAU
State Treasurer

May 8, 2009

To: All Interested Bidders

Re: RFP # 10-X-20837
ABOVEGROUND FUEL TANKS:
Installation, Tank Removal and System Services

Original Bid Due Date: **May 12, 2009** (2:00 p.m.)

REVISED BID OPENING DATE is May 28, 2009 (2:00 p.m.)

ADDENDUM #4

The following constitutes Addendum #4 to the above referenced solicitation. This addendum is divided into the following parts:

Part 1: Additions, deletions, clarifications and modifications to the RFP.

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

PART 1
ABOVEGROUND FUEL TANKS:
Installation, Tank Removal and System Services

Bid Number 10-X-20837

Additions, Deletions, Clarifications and Modifications to the RFP

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1			The bid opening date has been changed to May 28, 2009 in accordance with the advertising requirements.