

REQUEST FOR PROPOSAL

FURNISH TWO (2) PORTABLE 4-INCH AUTOMATIC SELF PRIMING PUMP SYSTEMS CONTRACT FM 08-01

Submitted by:
New Jersey Meadowlands Commission
1 DeKorte Park Plaza
Lyndhurst, NJ 07071
Bid Opening: October 14, 2008

FURNISH TWO (2) PORTABLE 4-INCH AUTOMATIC SELF PRIMING PUMP
SYSTEMS

CONTRACT FM 08-01

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ADVERTISEMENT FOR BIDS

Notice is hereby given that Request for Proposals (RFP) will be issued by the New Jersey Meadowlands Commission (NJMC), One DeKorte Park Plaza, Lyndhurst, New Jersey 07071 for the following:

**Contract FM 08-01
Furnish Two (2) Portable 4-Inch Automatic Self Priming Pump Systems**

The RFP will be available for pickup at the NJMC offices on Monday **September 29, 2008 after 10:00 AM** or on the NJMC website @ <http://www.njmeadowlands.gov> (Public Bids & Notices). Copies of the specifications will be included. The documents do not have to be returned. In order to allow the NJMC time to address inquiries regarding the Contract, all inquiries must be received by the NJMC no later than **Tuesday October 7, 2008**.

The Scope of Work consists of furnishing and delivering two (2) portable 4-inch automatic self priming pump systems able to handle intermittent flow situations with solids up to 1 7/8 inches. The pump system will be used for pumping only storm water runoff. The pump unit should be enclosed in a container unit with a lock mechanism to prevent vandalism and to minimize noise level. Training on the pump units should be furnished as specified in documents.

In accordance with Public Law 2001, Chapter 134, the NJMC may only enter into contracts with Bidders who provide proof of valid business registration with the Division of Revenue, in the Department of Treasury, of the State of New Jersey. Registration information can be obtained on the worldwide web at www.state.nj.us/treasury/revenue or by calling 609-292-1730. Online registration is available.

In order to insulate the award of state contracts from risk of improper influence, the NJMC may only enter into the Contract with a Bidder who complies with the requirements of P.L. 2005, Chapter 51 (formerly know as Executive Order 134). The required form and instructions are available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>.

If special requirements are needed under the Americans with Disabilities Act, contact Rosanne Sireci, Human Resources, at 201-460-3725. If there are any questions regarding these Contract Documents, contact Paula Speers, Grants & Contracts Administrator at 201-460-4537.

Dated

New Jersey Meadowlands Commission
Mr. Irfan Bora,
Director of Finance and Management/CFO

SECTION 1.00 - GENERAL INSTRUCTIONS

1.01 AUTHORIZATION TO DO BUSINESS IN NEW JERSEY

A. Corporations not incorporated in the State of New Jersey shall submit with their Bid a certification from the Secretary of the State of New Jersey stating that said corporation is authorized to transact business in the State of New Jersey. All non-residents of New Jersey shall designate a registered agent in the State of New Jersey upon whom service can be made. A duly executed written statement accompanying the Bid shall show this designation.

1.02 OFFER OF GRATUITIES

A. No vendor shall pay, offer to pay, or agree to pay either directly or indirectly, any fee commission, compensation, gift, gratuity, or other item 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.&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 any 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 item 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, 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 there of, 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. 52:13D-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, attempt to influence, or cause to be influenced, any State officer or employee or any 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 paragraphs A. through E. 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 to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph C.

1.03 COPIES OF CONTRACT DOCUMENTS

A. Complete sets of the Contract Documents may be obtained as designated in the ADVERTISEMENT FOR BIDS. These Documents shall be used in preparing the bids. The NJMC assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.

B. The NJMC makes copies of Contract Documents available on the above terms only for the purpose of obtaining bids on the Work, and does not confer a license or grant for any other use of the Documents.

1.04 CONTRACT DOCUMENTS

A. The information and/or requirements included in this Section are neither inclusive nor exclusive, and no bidder shall make a claim for lack of notice because information and/or requirements are stated elsewhere in the Contract Documents, but are not repeated herein.

B. The table of contents, titles, headings, running headlines and notes contained in the Contract Documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit, or cast light on the interpretation of the provisions to which they refer.

1.05 INTERPRETATION AND ADDENDA

A. No interpretation of the Contract Documents will be made orally. All interpretation and supplemental instructions will be in the form of written addenda to the Contract Documents. Addenda will be mailed by registered mail with return receipt requested to all who have obtained copies of the Contract Documents. The NJMC reserves the sole right to determine whether or not an extension of the bid date is necessary, due to the nature of the inquiries. In order to allow the NJMC sufficient time to address inquiries regarding the Contract, all inquiries must be RECEIVED by the NJMC no later than seven (7) working days (Tuesday, October 7, 2008) prior to the receipt of Bids by NJMC. Inquiries can be sent to Paula Speers, 1 DeKorte Park Plaza, Lyndhurst, NJ 07071;(email) paula.speers@njmeadowlands.gov, or (fax) 201-460-1722.

B. Receipt of Addenda must be acknowledged in the space provided for that purpose in the Bid Forms. If a Bidder does not acknowledge receipt of Addenda, he will still be required to comply with said Addenda.

C. All Addenda shall become part of the Contract Documents and shall take precedence over the original Contract Documents. Subsequent Addenda shall take precedence over previously issued Addenda.

1.06 FAMILIARITY WITH THE WORK

A. The Bidder hereby expressly waives any right to, and agrees that he will make no claim for, additional payments or extensions of time for performance of the Work because of any misinterpretation or misunderstanding of these Contract Documents; or because of any failure to fully acquaint himself with all conditions relating to the Work.

B. The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all the terms and conditions for the performance of the Work.

C. Should the Bidder find discrepancies or omissions in the Contract Documents, or should he be in doubt as to their meaning; the Bidder shall immediately notify the NJMC in writing, identify the discrepancies or omissions, and request a clarification of the Document intent.

1.07 BID FORM AND SUBMISSION

- A. The Bids must be submitted on the prescribed forms. A separate copy of SECTION 3.00 - BID FORMS, is provided for that purpose. Do NOT use the Bid Forms bound in the Contract Documents.
- B. The Bid Forms must be completed in ink or by typewriter. The bid price of each item must be stated in words and numerals. All blank spaces must be completed. Ditto marks shall not be used. Discrepancies between words and numerals will be resolved in favor of the words. Discrepancies in any mathematical products or totals shall be resolved in favor of the correct mathematical product or total.
- C. Bids by corporations must be executed in the corporate name by the president, vice-president or other corporate officer (accompanied by evidence of authority to sign); and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- D. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.
- E. All names must be typed or printed below the signature.
- F. The Bid shall contain an acknowledgment of receipt of all addenda (the numbers of which shall be written in the appropriate spaces on the Bid Form).
- G. The address and telephone number, to which communications regarding the Bid shall be directed, must also be shown.
- H. Bidders who are not chartered under the laws of the State of New Jersey, but licensed to do business in the State of New Jersey, must submit with the Bid an affidavit duly executed by the President, Vice President, or General Manager of the Corporation, stating that the corporation has, in accordance with the laws of the State of New Jersey, obtained a certificate authorizing it to do business in the State of New Jersey.
- I. If the successful Bidder is a corporation not organized under the laws of the State of New Jersey, or is not authorized to do business in the State of New Jersey, the award of the Contract shall be conditional upon said corporation promptly filing a certificate of doing business in the State of New Jersey, and complying with all provisions of the laws of the State of New Jersey in that regard. Proof of such filing shall be submitted with the executed contract.

J. Each Bid must be submitted in a sealed envelope with the Bidder's name, address and telephone number clearly indicated on the outside of the envelope. THE ENVELOPE SHALL ALSO BE CLEARLY MARKED, IN LARGE LETTERS, AS FOLLOWS;

**BID DOCUMENTS FOR CONTRACT FM 08-01 FURNISH TWO (2) PORTABLE
4- INCH AUTOMATIC SELF PRIMING PUMP SYSTEMS
DO NOT OPEN - DELIVER TO MS. PAULA SPEERS**

K. The following documents shall be enclosed in the sealed envelope with the Bid:

1. *Disclosure Form.*
2. *Affidavit of Authorization.*
3. *Moral Integrity Affidavit.*
4. *Non-Collusion Affidavit.*
5. *Proof of Valid Business Registration with the Division of Revenue in the Department of the Treasury.*
6. *Notice to all Bidders of Set-Off for State Taxes*
7. *Requirements of P.L. 2005, Chapter 51 (formerly Executive Order 134)*
8. *All other information required by these Contract Documents.*

L. If a carrier service such as Federal Express is used to deliver the Bid, the sealed envelope containing the Bid shall be completed as noted above and shall be placed into the carrier's envelope.

M. A Bid may be withdrawn at any time prior to the termination for receipt of Bids specified above.

1.08 **RECEIPT AND OPENING OF BIDS**

A. To be considered valid, all bids must be received prior to the time specified in the **ADVERTISEMENT FOR BIDS**. Each valid Bid will then be opened and read aloud.

B. All Bidders agree that the Bids shall remain open for sixty (60) days after the day of opening. The NJMC may, at its sole discretion, release any bid prior to that date.

1.09 **RIGHT TO REJECT, WAIVE, OR ACCEPT**

A. The NJMC reserves the right to reject any or all nonconforming, nonresponsive or conditional bids; to waive any informalities in any bid; and to accept any bid deemed to be in its best interest.

1.10 EVALUATION OF BIDS

A. The NJMC may make such investigations, as it deems necessary to determine the ability of the Bidder to perform the Work. For the purposes of this RFP, "Work" shall include sale and delivery of pumps, and training as set forth in this document. The Bidder shall furnish all such information and data for this purpose as the NJMC may request. The NJMC reserves the right to reject any bid, if the investigation fails to satisfy the NJMC that said Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

1.11 AWARD AND SIGNING OF THE CONTRACT

A. Award of the Contract, if made, will be to the lowest responsive Bidder whose bid complies with the requirements stated herein, and whose evaluation indicates that the award will be in the NJMC's best interests.

B. The NJMC intends to award the Contract or reject all bids within sixty (60) days from the bid opening date. The NJMC may require that the bids be held open longer than sixty (60) days. Should a bidder not agree to such an extension, he may withdraw his bid without penalty or forfeiture of his bid security.

C. When the NJMC gives a notice of award to the successful Bidder (Contractor), it will be accompanied by three (3) unsigned copies of the Contract. Within fifteen (15) days thereafter, the Contractor shall sign and deliver the three (3) copies of the Contract to the NJMC with all other required documents attached, including evidence of required insurance in the form of a certificate. The NJMC will subsequently forward two (2) fully executed copies of the Contract to the Contractor.

1.12 ASSIGNMENTS

A. The Contractor shall not assign the whole or any part of this Contract without the written consent of the NJMC. Money due or to become due the Contractor hereunder shall not be assigned for ANY purpose.

1.13 NEW JERSEY AFFIRMATIVE ACTION REQUIREMENTS

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

1. The contractor or subcontractor, where applicable, will not discriminate against any employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, 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 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 public agency compliance officer setting forth provisions of this nondiscrimination clause;

2. 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 or sex;

3. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it 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;

4. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127 (N.J.S.A. 10:5-31 et. seq.), as amended and supplemented from time to time and the American Disabilities Act.

5. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127 (N.J.S.A. 10:5-31 et. seq.), as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127 (N.J.S.A. 10:5-31 et. seq.), as amended and supplemented from time to time.

6. The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

7. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

8. The Contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

9. The Contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the Office from time to time in order to carry out the purposes of these regulations, and Public Agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

1.14 SALES TAXES

A. Each Bidder shall study all tax laws for the jurisdiction in which the Work is performed, particularly so-called "sales and use taxes" for which the Bidder may be liable as a consumer or user of goods. The NJMC is exempt from sales tax; therefore such taxes shall not be included in the bid amounts. The applicable state statutes are N.J.S.A. 54:32B-8 Exempt Sales and 54:32B-9 Exempt Organizations. More specifically, Subsection (w) of 54:32B-8 states that the following are exempt from sales and use taxes:

1. Sales made to contractors, subcontractors or repairmen, of materials or services for exclusive use in erecting structures or buildings on (or otherwise improving, altering or repairing) real property of organizations described in Subsections (a) and (b) of Section 9 of this Act; provided any person seeking to qualify for this exemption shall do so pursuant to such rules and regulations, and upon such forms, as shall be presented by the Director.

B. Subsection (a) (1) of 54:32B-9, lists the following as exempt organizations:

1. The State of New Jersey, or any of its agencies, instrumentalities, public authorities, public corporations (including a public corporation created pursuant to agreement or compact with another state), or political subdivisions where it is the purchaser, user or consumer; or where it is a vendor of services or property of a kind not ordinarily sold by a private person.

C. It shall be the Contractor's responsibility to obtain, fill out and file any necessary forms for claiming the tax exemption.

1.15 BUSINESS REGISTRATION WITH THE DIVISION OF REVENUE

A. The Contractor shall provide proof of valid business registration with the Division of Revenue in the Department of the Treasury. **This proof shall be submitted with the Bid.**

1.16 REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51

A. Requirements of N.J.S.A. 19:44A-20.13-25 (formerly Executive Order 134)- In order to safeguard the integrity of State government by imposing restrictions to insulate the 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.

B. Definitions – For the purpose of this section, the following shall be defined as follows:

1. 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.

2. 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 principles 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 a 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.

C. 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 in violation of the Legislation; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such a lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject the 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 Legislations.

D. Certification and Disclosure Requirements

1. 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.

2. 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 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.

3. Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extensions(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.

E. 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.

F. Additional Disclosure Requirements 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 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.

1.17 NOTICE OF SETOFF FOR STATE TAXES

A. Pursuant to the N.J.S.A. 54:49-19, if the Contractor is entitled to payment under the Contract at the same time as it is indebted for any State tax (or is otherwise indebted to the State), the NJMC may set off that payment by the amount owed.

B. The Bidder shall certify acknowledgement of this by completing the form contained in SECTION 3.00: BID FORMS

1.18 NEW JERSEY PROMPT PAYMENT ACT

A. 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 the 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.

END OF SECTION 1.00 - GENERAL INSTRUCTIONS

SECTION 2.00 - TECHNICAL INFORMATION

PART 2.01 - GENERAL

2.01.01 SCOPE OF WORK

A. The RFP is for the purchase of two (2) new Portable 4-inch Automatic Self Priming Pump Systems conforming to the minimum requirements specified herein and furnishing the training, also as specified herein.

2.01.02 WARRANTY AND GUARANTEE

A. The pumps shall be covered by the manufacturer's standard warranty, which should be a minimum time period of one year on parts & labor.

B. All warranty and guarantee costs shall be included in the prices bid.

C. All warranty and guarantee periods shall begin upon delivery of pumps.

D. Copies of the warranty documents shall be included in the Bid Proposal. **Bids without warranty documents will not be considered.**

2.01.03 SERVICE CENTERS

A. The successful bidder shall have at least one fully staffed main service facility within the United States that has been in operation for a minimum of five (5) years. The location of the main service center location shall be submitted with the Bid.

B. The main service facility shall maintain an inventory of spare parts and accessories necessary to support the Pumps.

C. In addition to the main service facility, any other service facilities or authorized service centers closer to the NJMC Offices should be listed in the Bid.

2.01.04 SUBMITTALS

- A. The following items shall be submitted with the Bid:
1. A description of the pumps, including maximum noise level, in DB (A), at 10 feet.
 2. Catalogue cuts and manufacturer's information for **all equipment to be furnished** in suitable detail to allow the NJMC to determine the adequacy of the equipment proposed.
 3. Copies of all warranties and guarantees. (see 2.01.02 D)
 4. All other information required by Section 1.00 and 2.00 of these Contract Documents.
 5. Written list and description of any exceptions to the Contract Documents.

2.01.05 EXCEPTIONS

A. Bids will be accepted for consideration on any make or model that is equal or superior to the equipment specified. **Decisions of equivalency will be at the sole discretion of the NJMC.** A blanket statement that equipment proposed will meet all specified requirements will not be sufficient to establish equivalence. Original manufacturer's brochures of all proposed equipment are to be submitted with the Bid. All modifications made to the standard production unit described in the manufacturer's brochures must be certified by the manufacturer and submitted with the Bid, or the Bid will be deemed "non-responsive" and rejected without further review.

B. The Contract Documents state the minimum requirements of the NJMC. Unauthorized conditions, limitations, or other such provisions in the Bid shall be cause for rejection of the Bid. Any Bid not prepared and submitted in accordance with the Contract Documents, or any bid lacking sufficient technical literature to enable the NJMC to make a reasonable determination of compliance with the Contract Documents will be consider as "non-responsive" and rejected without further review. It shall be the bidder's responsibility to carefully examine each item of the Contract Documents. Failure to offer a complete bid or failure to respond to each section of the technical specification will cause the proposal to be rejected without further review. All variances, exceptions and/or deviations shall be fully described in writing with reference to the appropriate section of the Contract Documents.

C. **The NJMC reserves the right to accept or not accept any variance, exception and/or deviation listed by the bidder.**

2.01.06 REFERENCES

A. The bidder shall include with the bid a list of at least three (3) current users of a system similar to the one proposed. The information submitted shall include the company name, company address, contact person, and telephone number.

PART 2.02 – EQUIPMENT DESCRIPTION

2.02.01 GENERAL REQUIREMENTS

A. Portable 4-inch automatic self-priming pump system able to handle intermittent flow situations with solids up to 1 7/8 inches. The pump system will be used for pumping only storm water runoff. The pump unit should be enclosed in a container unit with a lock mechanism to prevent vandalism and to minimize noise level. The following accessories shall be included in the quote:

1. 200 LF of discharge hose;
2. 20 LF of suction hose;
3. Any male, female, and/or bend connection fittings required for the pump system.
4. 4-inch diffuser to prevent scouring from the discharge hose;
5. A wheel base and trailer hitch, Class II capable of pulling 10,000 lbs.; and
6. The color of the pump system should be paint code: DuPont #N6970.

B. The weight of the pump system must be less than the rated towing capacity of a 2006 GMC 2500 Hybrid (8,000 lbs). Lastly, please submit the pump specifications, as well as capacity and efficiency performance curves.

PART 2.03 - EXECUTION

2.03.01 DELIVERY

A. The Total Contract Amount shall include all transportation and freight costs for delivery of the pumps to the NJMC offices located at One DeKorte Park Plaza, Lyndhurst, N.J. 07071.

B. Prior to delivery, the Contractor shall notify the NJMC that the equipment is ready for delivery. Contractor shall schedule the delivery during normal operating hours with the NJMC to ensure a representative of the NJMC is available to inspect the equipment. The equipment shall be in a clean and suitable condition prior to the NJMC's inspection.

C. The equipment shall be delivered to the NJMC offices at One DeKorte Park Plaza, Lyndhurst, New Jersey.

2.03.02 MANUALS

A. Three (3) complete sets of O & M manuals for the pumps shall be provided.

2.03.03 TRAINING

A. The Contractor shall provide a training course in the operation and maintenance of the pumps. The training courses shall be held at a location specified by the NJMC (within approximately ten miles of the NJMC offices) and shall include sufficient copies of referenced training materials for five (5) NJMC staff.

B. Training shall include a supervised start-up and testing of the system, and certification by the contractor in writing, that the start-up and operation were successful, or actions necessary for a repeated successful start-up within time line. Following testing, the NJMC staff shall be instructed on proper disassembly, storage and maintenance of the system.

C. NJMC staff shall be provided with the name and contact information of the Contractors' primary and secondary point of contact.

END OF SECTION 2.00 - TECHNICAL INFORMATION

Article 3.01

NEW JERSEY MEADOWLANDS COMMISSION

BID DOCUMENTS FOR CONTRACT FM 08-01 FURNISH TWO (2) PORTABLE
4-INCH AUTOMATIC SELF PRIMING PUMP SYSTEMS

TO: The New Jersey Meadowlands Commission (NJMC)

RE: Contract FM 08-01

This Bid will not be accepted after **11:00 A.M.**, prevailing time, on **October 14, 2008**, at which time all bids received will be publicly opened and read. The Bidder agrees that this Bid will not be withdrawn for a period of sixty (60) calendar days after the closing time for receipt of bids.

Name of Bidder

The undersigned hereby acknowledges receipt of the following Addenda:

<u>Addenda No.</u>	<u>Date</u>
_____	_____
_____	_____

The following documents are included with this Bid:

1. Disclosure Form.
2. Affidavit of Authorization.
3. Moral Integrity Affidavit.
4. Non-Collusion Affidavit.
5. Proof of Valid Business Registration with the Division of Revenue in the Department of the Treasury

BID FOR CONTRACT FM 08-01 (Continued)

6. Notice to all Bidders of Set-Off for State Taxes
7. Requirements of Public Law 2005, Chapter 51 (formerly Executive Order 134)
8. All information required by the Contract Documents.

The undersigned hereby proposes and agrees to furnish the equipment & services specified in the above referenced Contract. The undersigned has examined the Contract Documents and is familiar with the conditions and requirements of the Work.

The undersigned declares that this Bid is made without connection to any other person or persons making Bids for the same Work and is in all respects fair and without collusion or fraud.

The undersigned has determined the type and quality of the required equipment; has investigated the location and determined the sources of the required equipment and has arranged for the prompt delivery of the required equipment. The undersigned further agrees to deliver the equipment and conduct the training within the time period specified in the Contract.

The undersigned agrees to be bound by the award of the Contract, and if awarded the Contract, to execute the Contract, to furnish the required General Liability Insurance specifically with regard to personnel involved in training, and affirmative action documentation and to furnish all other information required by the Contract Documents within the specified time limits. The undersigned understands that the NJMC reserves the right to reject any and all bids or to waive any informality or technicality of any Bid in the interest of the NJMC.

BID FOR CONTRACT FM 08-01 (Continued)

IF A CORPORATION:

Name of Contractor _____

Business Address _____

Business Telephone Number _____

Incorporated Under the laws of the State of _____

Signature and Title of Bidder _____

Dated _____

Name of:
President _____

Secretary _____

Treasurer _____

Corporate

Affix

Seal Here

BID FOR CONTRACT FM 08-01 (Continued)

IF A PARTNERSHIP, INDIVIDUAL OR NON-INCORPORATED ORGANIZATION:

Name of Company _____

Business Address _____

Business Telephone Number _____

Signature and Title of Bidder _____

Dated _____

Names and Addresses of Members of the Company _____

Article 3.03

NEW JERSEY MEADOWLANDS COMMISSION

AFFIDAVIT OF AUTHORIZATION FOR CONTRACT FM 08-01

State of _____ ss:

County of _____

_____, being duly sworn, deposes and

says that he resides at _____,

that he is the (TITLE) _____

who signed the Bid for this Contract, that he was duly authorized to sign, that the Bid is a true offer of the Bidder, that the seal attached is the seal of the Bidder, and that all declarations and statements contained in the Bid are true to the best of his knowledge and belief.

(Type or print name of
affiant under signature)

Subscribed and sworn to
before me this ___ day
of _____ 20__.

(Notary Public)

My commission expires on _____

Article 3.04

NEW JERSEY MEADOWLANDS COMMISSION

MORAL INTEGRITY AFFIDAVIT FOR CONTRACT FM 08-01

STATE OF _____ ss.

COUNTY OF _____

I, _____,

the (TITLE) _____,

of (COMPANY) _____, hereinafter called the Bidder, being first duly sworn; deposes and says that:

1. The Bidder has submitted the Bid regarding this Contract with the New Jersey Meadowlands Commission on _____.

2. The Bidder wishes to demonstrate moral integrity to the satisfaction of the New Jersey Meadowlands Commission.

3. As of the date of signing this Affidavit, neither the Bidder, nor any of his owners, officers, or directors are involved in any federal, state or other governmental investigations concerning criminal or quasi-criminal violations except as follows (if none, so state):

_____.

4. Neither the Bidder nor any of his owners, officers or directors have ever committed any violation of a federal or state or quasi-criminal statute, except as follows (if none, so state):

_____.

5. The State of incorporation of the Bidder is: _____.

MORAL INTEGRITY AFFIDAVIT CONTRACT FM 08-01 (Continued)

6. If the answer to question #5 is a state other than New Jersey, that the Bidder has received from the Secretary of the State of New Jersey, a certificate authorizing the corporation to conduct business in New Jersey.

7. The names and addresses of the principals, shareholders and officers of the Bidder are as follows:

(Use additional sheet if required)

8. He is personally acquainted with the operations of the Bidder, has full knowledge of the factual basis comprising the contents of this Affidavit; and that the contents are true.

9. This Affidavit is made to the New Jersey Meadowlands Commission to accept the Bid for this Contract, knowing that the New Jersey Meadowlands Commission relies upon the truth of the statements contained herein.

Bidder

(Type or print name of
affiant under signature)

Subscribed and sworn to
before me this ___ day
of _____ 20 __.

(Notary Public)

My commission expires on _____

Article 3.05

NEW JERSEY MEADOWLANDS COMMISSION
NON-COLLUSION AFFIDAVIT FOR CONTRACT FM 08-01

STATE OF _____ ss.

COUNTY OF _____

I, (NAME) _____, of
(MUNICIPALITY) _____ in the County

of _____ and the State of ____, of full age, being duly sworn according to law, on my oath
depose and say that:

I am the (TITLE) _____ of

(COMPANY) _____, the Bidder making the Bid for this
Contract;

I execute the said Bid with full authority to do so;

The Bidder has not directly or indirectly entered into any agreement, participated in
any collusion, or otherwise taken any action to restrain free, competitive bidding in
connection with the above named Project; and,

All statements contained in said Bid, and in this affidavit, are true, correct, and made
with the full knowledge that the New Jersey Meadowlands Commission relies upon
the truth of the statements contained in the Bid and this affidavit in awarding the
Contract for the Project.

I further warrant that no person or selling agency has been employed or retained to
solicit or secure such Contract upon an agreement or understanding for a commission,
percentage, brokerage or contingent fee, except bona fide employees or bona fide
established commercial or selling agencies maintained by

(NAME OF BIDDER) _____

(N.J.S.A. 52:34-15)

Subscribed and sworn to
before me this ___ day
of _____ 20 ___.

(Notary Public)

My commission expires on _____

Article 3.06

NEW JERSEY MEADOWLANDS COMMISSION

PROOF OF VALID BUSINESS REGISTRATION WITH THE NEW JERSEY DIVISION
OF REVENUE FOR CONTRACT FM 08-01

The Bidder shall provide proof of valid business registration with the Division of Revenue. A copy of the registration shall be attached to this form.

Article 3.07

NEW JERSEY MEADOWLANDS COMMISSION

NOTICE TO ALL BIDDERS OF SET-OFF FOR STATE TAX FOR
CONTRACT FM 08-01

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 and 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 of the set off shall not allow for the deduction of 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 of 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 to the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

“I HAVE BEEN ADVISED OF THIS NOTICE”

Company: _____

Signature: _____

Print or Type Name of Signer: _____

Print or Type Title of Signer: _____

Date: _____

Article 3.08

NEW JERSEY MEADOWLANDS COMMISSION

REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51 FOR
CONTRACT FM 08-01

END OF SECTION 3.00

SECTION 4.00 - CONTRACT

This Contract, FM 08-01, effective on the date of the latest signature affixed to the Contract, for FURNISHING TWO (2), PORTABLE 4-inch AUTOMATIC SELF PRIMING PUMP SYSTEMS, is made by and between the New Jersey Meadowlands Commission, One DeKorte Park Plaza, Lyndhurst, NJ 07071, (hereinafter referred to as the NJMC); and

(hereinafter referred to as the Contractor).

WITNESSETH

WHEREAS, the NJMC requires the furnishing of two (2), Portable 4-inch Automatic Self Priming Pump Systems in accordance with the requirements of the Contract Documents for Contract FM 08-01; of which this Section 4.00 - CONTRACT, is a part; and,

WHEREAS, the Contractor has submitted his Bid pursuant to said Contract Documents; which Bid is attached hereto and made a part hereof as Exhibit 1; and,

WHEREAS, the NJMC has authorized the Executive Director of the NJMC to execute this Contract.

NOW, THEREFORE, in consideration of the mutual covenants, obligations and promises hereinafter contained, the NJMC and the Contractor agree as follows:

4.01 WORK TO BE PERFORMED

The Contractor shall, furnish two (2), Portable 4-inch Automatic Self Priming Pump Systems and provide all training and delivery of equipment in accordance with the RFP Contract Documents.

The Total Contract Amount shall be \$ _____.

4.02 COORDINATION WITH NJMC

A. The Contractor, in carrying out this Contract, shall coordinate all work with the Director of Finance & Management of the NJMC, or other designated representative of the NJMC.

B. The details of any provision of this Contract may be modified by a written Change Order executed by both parties to the Contract.

CONTRACT - FM 08-01 (Continued)

4.03 TIME

A. The Contractor shall deliver the pumps within **Sixty (60)calendar days** of receipt of the Notice to Proceed. The Contractor shall complete all specified training within **fourteen(14) calendar days** of the NJMC's acceptance of the Pumps.

B. Any sources of potential delays shall be brought to the attention of NJMC as expeditiously as possible, with recommendations for elimination or mitigation of the problem(s).

4.04 WORKING CONDITIONS

A. By executing this Document, the Contractor agrees that he will make no claims for additional payment, extension of time, or any other concession because of any misrepresentation or misunderstanding of the Contract Documents on his part, or because of any failure to fully acquaint himself with all conditions relating to the Work.

4.05 PAYMENTS TO CONTRACTOR

A. Upon delivery, written acceptance and training of the equipment the Contractor shall submit a payment request for the (2) Portable Automatic 4-Inch Self Priming Pump Systems.

B. The Contractor shall also submit all additional documentation required by the Contract Documents, and such other documentation as the NJMC may reasonably require.

C. The NJMC shall approve or return the Contractor's application for payment within five (5) working days. The NJMC shall issue payment to the Contractor within thirty (30) calendar days of application approval.

D. The Total Contract Amount shall be the total compensation to be paid for the Work under this Contract. All responsibilities, duties and obligations assigned to, or undertaken by the Contractor in the performance of the Work, shall be at his own expense, without change to the Total Contract Amount.

CONTRACT - SW 04-01 (Continued)
4.06 INDEMNIFICATION

A. The Contractor shall indemnify, defend and hold harmless the NJMC, its officers and employees, against any loss, liability, claim or demand (including death and/or property damage); arising out of or resulting from, his performance of this Contract.

B. The Contractor shall also indemnify, defend and hold harmless the NJMC, its officers and employees, against same from claims or demands of employees, agents, or servants resulting from negligent performance of this Contract.

4.07 CONTRACTOR'S STATUS AND RESPONSIBILITIES

A. The Contractor's status shall be that of an independent principal, and not an agent or employee of the NJMC.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date adjacent to their respective signatures below.

FOR THE CONTRACTOR

_____	_____
Witness	(Type Name of Contractor)
_____	_____
(Type Name of Witness)	(Signature)
_____	_____
Date	(Type Name of Signer)

	(Type Title of Signer)

FOR THE NEW JERSEY MEADOWLANDS COMMISSION

_____	_____
Witness	Robert R. Ceberio
	Executive Director

(Type Name of Witness)	

Date	

END OF SECTION 4.00 - CONTRACT

