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DEPARTMENTAL DIRECTIVE
NO. 160*

24 July 2006

STATE PURCHASE POLICIES

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**Supersedes Departmental Directive 160, dated 1 March 1995, with Change 1, dated 26 March 1997.*

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1. **PURPOSE.** This Directive establishes the Department’s policies and provides guidance for the determination of the need for a purchase action in the name of the Department.

2. **APPLICABILITY.** This Directive applies to all officers and employees of the New Jersey Department of Military and Veterans Affairs (NJDMAVA) who engage in state purchasing of goods and services excluding construction activities.

3. **OBJECTIVES:** As a State Agency, the New Jersey Department of Military and Veterans Affairs, adheres to the guidance and procurement regulations enacted by New Jersey Law, Governor’s Executive Orders, General Services Administration Procurement Circulars, and Department of Treasury Circular Letters, as published or amended, regarding any manner of procurement of commodities, services or items.

4. **PURCHASING RESPONSIBILITY AND AUTHORITY.**

a. NJDMAVA has the authority to engage in purchase transactions with vendors for the purpose of fulfilling the Department’s mission and requirements.

b. Departmental authority is delegated through a system of Program/Account Managers, who are charged to act in a responsible and professional manner in exercising this authority. Program/Account Managers will:

(1) Identify which account(s) (Appropriation(s) and Object(s)) payments will be made from and the percentage of each. For example, if a National Guard Armory is to undergo repairs, then 50% will come from a State account and 50% will come from a Federally-funded State Account in accordance with the applicable Master Cooperative Agreement.

(2) Ensure sufficient funds are available in the account(s).

(3) Ensure all required forms are submitted and completed appropriately by the Contractor or Vendor.

c. NJDMAVA Purchasing and Contracting Bureau is responsible for direct coordination and serves as the point of contact with the State Purchase Bureau on all issues and transactions involving the State Purchasing Bureau.

d. The use of Delegated Purchase Authority (DPA) is prescribed in New Jersey Department of Treasury Circular Letter #06-06-DPP, Delegated Purchasing Authority (DPA), for issue of an Agency Purchase Order.

(1) In accordance with N.J.S.A. 52:25-23(a), a purchase order MAY NOT be divided into smaller orders of \$500 or less to avoid price competition or into two (2) or more orders under \$29,000 to circumvent DPA procedures or New Jersey Bidding Statutes.

(2) All commodities and services available through the State Distribution and Support Services Center (DSS), the Bureau of State Use Industries (DEPTCOR), or the Central non-profit agency CNA/ACCSES NJ (CNA), **MUST** be purchased from these sources before consideration is given to Annual Term Contracts or to any other supplier. If the items required are stocked at the DSS or are available through DEPTCOR or CNA, neither a DPA nor State Term Contracts may be utilized to procure those items.

e. Pursuant to N.J.S.A. 52:34-10.7 (P.L. 2005, c.336, s.7) a State Contract Manager is a NJDMAVA State employee who shall be responsible for the overall management and administration of a State contract. NJDMAVA shall designate the State Contract Manager for that contract and inform the Director of the Division of Purchase and Property of its designation.

(1) The State Contract Manager for each contract shall be identified at the time of execution of the contract. At that time, the contractor shall be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and E-mail address.

(2) The State Contract Manager shall 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 shall be the person that the contractor contacts after the contract is executed for answers to any questions and concerns about any aspect of the contract. The State Contract Manager shall be responsible for coordinating the use and resolving minor disputes between the contractor and NJDMAVA.

(3) The State Contract Manager shall have the following additional duties:

(a) If the State Contract Manager determines that the contractor has failed to perform the required work and is unable to resolve that failure to perform directly with the contractor, the State Contract Manager shall file a formal complaint (PB Form 36) with the contract compliance unit in the Division of Purchase and Property and request that office to assist in the resolution of the contract performance problem with the contractor.

(b) Be responsible for arranging for contract extensions and preparing any re-procurement of the contract with the Purchase Bureau.

(c) Be responsible for obtaining permission from the director to reduce the scope of work, amend the contract or add work or special projects to the contract after contract award.

(d) Be responsible for completion of a project performance assessment form for submission to the division, with a copy to the Office of Management and Budget.

(e) Be responsible for submitting the contractor final deliverables to the Associate Director of the Office of Management and Budget.

(4) 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 cannot resolve a dispute with contract users.

5. GENERAL DELEGATED PURCHASING AUTHORITY LIMITS.

a. **NO PRICE COMPETITION:** No competitive bids are required for purchases of \$500 or less.

b. **TELEPHONE QUOTATIONS, INTERNET PRICING OR QUOTATIONS, E-MAILED QUOTATIONS, AND/OR SIGNED TELEFAX QUOTATIONS:** Telephone quotations (PB119 or an equivalent form with the same information contained on the PB119), internet quotations, e-mail quotations or signed telefax quotations are required for all transactions over \$500 and up to \$17,500. Obtain three (3) telephone quotations (using PB119 or an equivalent document), or signed telefaxed, e-mailed or internet quotations for all transactions.

c. **AGENCY REQUEST FOR PROPOSAL (PB120) – SOLICIT SEALED WRITTEN QUOTATIONS FROM VENDORS:** For all procurements over \$17,500 and up to \$29,000, the Department shall solicit a minimum of four (4) sealed written proposals per individual transaction (DPA – Agency Purchase Order).

(1) Each Program/Account Manager is encouraged to place Requests for Proposals (RFPs) on their website to increase competition for needed goods and services.

(2) Written sealed quotations are required for all DPAs exceeding \$17,500 but are less than \$29,000.

(3) Facility Business Managers may conduct this action if delegated this authority from the Department. NJDMAVA Purchasing and Contracting Bureau will accomplish this action for all other Managers.

d All non-contract purchases exceeding \$29,000 will be requested through NJDMAVA Purchasing and Contracting Bureau to the State Purchase Bureau.

e Confirming Orders are discouraged and should only be used to satisfy the requirements of an immediate need or for an emergency purpose. All rules, procedures, guidance and limits within this Directive are still applicable and must be strictly adhered to and followed.

6. ADDITIONAL DELEGATED PURCHASING AUTHORITY LIMITS AND EXCEPTIONS:

a. **MOVING SERVICES:** Moving services performed within leased or State-owned facilities not exceeding \$7,500 in total cost per occurrence may be purchased via DPA. For all purchases, the Government Leasing Support Unit within the New Jersey Department of Treasury's Division of Property Management and Construction (DPMC) must be notified and a copy of the DPA/Agency Purchase Order forwarded to DPMC. However, moving services exceeding \$7,500 must be submitted to the Purchase Bureau on a requisition (PB6) with prior written approval from DPMC. Requests for moving services will be submitted through NJDMAVA Installations Division – Office of Real Property.

b. **PROFESSIONAL AND CONSULTING SERVICES:** These services may be procured via DPA; however, direct purchase orders cannot be divided into smaller purchase orders to circumvent DPA limits. If the cost of these services exceeds the current DPA limit, consult NJ Department of Treasury Circular Letter #98-14-OMB/DPP/OIT, Professional Services: Review, Control, Monitoring, and Extensions, April 3, 1998, as amended or re-designated, for procedural guidelines and approval requirements.

c. **INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS EQUIPMENT AND SERVICES:** Information technology (IT) and telecommunications equipment and services not covered by State contract may be purchased by DPA. However, system purchases which individually total less than \$25,000 but in the aggregate total more than \$25,000 cannot be purchased by DPA. All IT procurements must conform to approved Departmental IT Strategic Plans, regardless of dollar amount. All IT purchases whose total dollar value exceeds \$2,500 must be approved by the Office of Information Technology (OIT) in accordance with Treasury Circular Letter #06-15-DPP/OIT, Procurement of Information Technology (IT) Hardware, Software and Related Services, June 1, 2006, as amended or re-designated. Also refer to Circular Letter #87-13, Acquisition of Data Processing and Office Automation Hardware, Software and Maintenance and Continuation of Rental and Lease/Purchase (Minor Object Accounts 34 and 77), undated; and Circular Letter #84-13, Telecommunications Services and Equipment Acquisition, undated; as amended or re-designated, for procedural guidelines and approval requirements and in accordance with appropriation language requirements.

d. **CELLULAR PHONE PURCHASES:** Cellular phone acquisitions or purchases will be made from existing State contracts, and are governed by the provisions of New Jersey Treasury Circular Letter #04-06-OIT, Assignment and Use of Cellular Wireless Devices, dated January 12, 2004, as amended or as re-designated and as prescribed in Departmental Directive 105.6 dated 15 July 2005.

e. **RENTALS:**

(1) **PARKING SPACE:** Parking space rentals may be purchased up to \$2,500 per vendor, per fiscal year. Purchases exceeding \$2,500 per vendor per fiscal year must receive prior written approval from the NJ Treasury's Purchase Bureau and the State Parking Coordinator and, if approved, must be submitted on a PB6.

(2) **OFFICE SPACE:** Office space rentals, with the approval of DPMC, may be purchased for a period up to twelve (12) consecutive months. However, the total fiscal year purchases cannot exceed \$29,000.

(3) **SEASONAL RENTALS:** Seasonal rentals may be acquired with approval by DPMC if the cost does not exceed \$10,000. Examples are boat slip rentals, racetrack rentals for the Sire Stakes, and temporary warehouse/storage space needs. Requests for approval for seasonal rentals exceeding the \$10,000 limit must be submitted and approved in writing in advance by DPMC.

(4) **EQUIPMENT:** Equipment rentals are permitted with the exception of photocopiers and vehicles (see below).

(5) All requests for rentals of space (Parking, Office, Storefront, etc.) will be submitted through NJDMAVA Installations Division – Office of Real Property.

f. **PHOTOCOPIERS:** All photocopying purchases or leases are excluded from the DPA provisions. Refer to NJ Department of Treasury Circular Letter #95-15, Effective Use of Photocopiers, March 1, 1995, as amended or re-designated, and other current Circular Letter and Procurement Procedures for guidelines and procedures.

g. **VEHICLE PURCHASES:** All vehicle purchases are excluded from the DPA provisions. Refer to NJ Department of Treasury Circular Letters #94-33-GSA, Procurement of State Motor Vehicles (Addendum), October 12, 1993; #93-08-GSA, Procurement of State Motor Vehicles, October 27, 1992; and #93-04A-DP, Procurement of State Motor Vehicles (Addendum), October 12, 1993, as amended or re-designated, for guidelines and procedures.

h. **STEEL SHELVING:** All steel shelving purchases are excluded from the DPA provisions. Refer to NJ Department of Treasury Circular Letters #90-10-GSA, Steel Shelving Review and Procurement Procedures, undated, as amended or re-designated, for guidelines and procedures.

i. **PRINTING - NON-CONTRACT:** NJDMAVA operates its own Print Shop. However, it is permitted to develop specifications and purchase non-State contract printing via DPA as follows:

(1) **From zero to \$500:** No price competition.

(2) **Over \$500 to \$10,000:** Three (3) telephone quotations (using form PB119 or an equivalent document), or signed telefaxed, e-mailed or internet quotations are required for all transactions.

(3) **Over \$10,000 to \$17,500:** Four (4) telephone quotations (using form PB119 or an equivalent document), or signed telefaxed, e-mailed or internet quotations are required for all transactions.

(4) **Over \$17,500 to \$29,000:** NJDMAVA will complete the DPA procurement process by utilizing standard DPA procedures for obtaining sealed bids from a minimum of five (5) vendors. RFPs should be posted on the Department website to increase competition for needed goods and services. A PB6 with supporting documentation must be submitted through the NJDMAVA Purchase and Contracting Bureau, to the attention of either the NJ Treasury Division of Purchasing's Manager for General Services or the Team Leader for Printing Services. The Printing Services Team will initiate the issuance of the purchase order. The procurement request(s) will also be reviewed to ascertain the eligibility of the item(s) or project(s) for placement on the State Printing Calendar, the schedule of printing jobs to be bid.

(5) **Over \$29,000:** NJDMAVA is required to consult with the NJ Treasury Purchase Bureau Printing Team to ascertain the eligibility of item(s) or project(s) for placement on the State Printing Calendar as a contract item. If deemed ineligible, a requisition (PB6) will be required. If specification assistance or a list of potential bidders is required, NJDMAVA Purchasing and Contracting Bureau will contact the Purchase Bureau Printing Team at (609) 292-2134.

j. **FURNITURE/CARPET:** All furniture and carpet procurements exceeding \$20,000 must be submitted thru NJDMAVA Office of Real Property to the NJ Treasury Purchase Bureau on a requisition (PB6) with prior written approval from DPMC. Refer to NJ Department of Treasury Circular Letter #92-09-GSA, Procedures for the Acquisition of Furniture and Carpet, undated, as amended or re-designated, for guidelines and procedures.

k. **EMERGENCY DPA PROCUREMENTS – TELEPHONE QUOTATIONS, INTERNET PRICING OR QUOTATIONS, SIGNED TELEFAX BIDS AND/OR E-MAILED QUOTATIONS:** For all emergencies, the Department may solicit bid proposals from a vendor employing the following procurement methods: telephone quotations, internet pricing or quotations, signed telefax bid responses or e-mailed quotations. A memorandum of the particular public exigency that precluded the solicitation of quotations from the required number of vendors must be prepared and signed by the Agency Approval Officer and made part of the DPA file. Emergency Purchases must be fully justified, documented and signed by the Program/Account Manager. This documentation is made part of the purchase record.

l. PURCHASE OF EQUIPMENT, GOODS OR SERVICES RELATED TO HOMELAND SECURITY, DOMESTIC PREPAREDNESS.

(a) In accordance with N.J.S.A. 52:34-10.6 and P.L. 2005,c.336,s.6, and notwithstanding the provisions of any law to the contrary, any purchase by NJDMAVA of equipment, goods or services related to homeland security and domestic preparedness, that is paid for or reimbursed by federal funds awarded by the U.S. Department of Homeland Security or any other federal agency, may be made through the receipt of public bids or through direct purchase without advertising for bids or rejecting bids already received but not awarded.

(b) Purchases made without public bidding shall be from vendors that shall either:

(1) Be holders of a current State contract for the equipment, goods or services sought;

(2) Be participating in a federal procurement program established by a federal department

or agency; or

(3) Have been approved by the State Treasurer in consultation with the New Jersey Domestic Security Preparedness Task Force.

(c) All homeland security purchases herein shall continue to be subject to all grant requirements and conditions approved by the State administrative agency.

7. GENERAL PURCHASING PROCEDURES AND GUIDELINES. NJDMAVA Fiscal Division and Purchasing and Contracting Bureau have established the following guidelines to be followed when using this Department's Purchasing Authority:

a. All Central Operations' Program/Account Managers and Facility Business Managers will utilize the State's MACS-E to initiate a DPA or Term Contract Authorization. The appropriate Agency Purchase Order document is then generated from MACS-E.

b. Telephone Quotation Form (PB119) used by Central Operations' Program/Account Managers and Facility Business Managers for a DPA must be received and approved by the NJDMAVA Purchasing and Contracting Bureau prior to release of the Agency Purchase Order. The term "PB119" will be entered in the Agency Reference Field of the Agency Purchase Order.

c. The term "Emergency" for such services and repairs must be indicated in the Agency Reference Field of DPAs used for this purpose. The PB119 is to be used to show names of all vendors contacted, with reasons for non-selection, and details of the emergency. Some situations may need greater explanation and a Memorandum for Record may be required.

d. Agency Bid Proposals for commodities and/or services, in the amount of \$17,500 to \$29,000, are requested via memorandum with specifications to NJDMAVA Purchasing and Contracting Bureau or Facility Business Managers asking that such action be initiated.

e. Agency Purchase Orders will only be issued against established accounts which have "funding available" to support the transaction. The Agency Purchase Order is used as a "Blanket Order" for "certain commodities". Blanket Orders are issued as a result of an Agency Bid Proposal which conforms to the non-contract purchase procedures or a State Contract.

(1) Commodities and services can be purchased through the method prescribed in the Contract within the dollar limits imposed by the requirement(s) of each Contract.

(2) All commodities and services available through the State Distribution and Support Services Center (DSS), the Bureau of State Use Industries (DEPTCOR), or the Central non-profit agency CNA/ACCSES NJ (CNA), **MUST** be purchased from these sources before consideration is given to Annual Term Contracts or to any other supplier. If the items required are stocked at the DSS or are available through DEPTCOR or CNA, neither a DPA nor State Term Contracts may be utilized to procure those items.

f. A PB6 Requisition is required for any purchase of \$29,000 or greater, or when it is the method of purchase specified in an Annual Term Contract.

(1) All PB6 Requisitions will be prepared and processed by the NJDMAVA Purchasing and Contracting Bureau.

(2) Program/Account Managers will submit a completed and typewritten "PB-6B Requisition Worksheet" to support the action.

(3) Funds must be available in the account for the requisitions to be processed.

g. All Emergency Purchases exceeding \$17,500 must be reported to the NJDMAVA Purchasing and Contracting Bureau as soon as possible but no later than (NLT) close of business (COB) of the next normal workday. NJDMAVA Purchasing and Contracting Bureau will advise the Director, NJDMAVA Fiscal Division of the incident immediately upon notification.

h. Program/Account Managers will check details of State Contracts, to include, but not be limited to, Terms and Conditions and Pricing, prior to initiation of a PB2 – Term Contract Authorization. If a vendor offers a substitute item or any other difference from the published Contract, then the Program/Account Manager will contact NJDMAVA Purchasing and Contracting Bureau as soon as possible but no later than (NLT) close of business (COB) of the next normal workday for interpretation and ruling.

i. **Purchases will not be divided into smaller orders of \$500 or less in order to avoid price competition or into two (2) or more orders not exceeding \$29,000 in order to circumvent the stated limits.** Program/Account Managers who knowingly and willfully have vendors adjust dates of sale, invoice numbers, charge slips or other documentation in order to avoid price competition or for any other advantage are in violation of New Jersey Public Laws concerning Public Bid and New Jersey State Purchasing Regulations.

j. Documentation of Telephone Quotations (PB119) and written quotations (PB120) is required by New Jersey purchasing regulations.

k. Purchasing and Accounting documents are to be processed by Managers within 24 hours of date of vendor's invoice or date of receipt of the document. This is especially important where discounts are concerned, when immediate need purchases are made, or when a cost related to a delayed payment interest and/or late fee.

l. **SOLE SOURCE VENDORS:** If only one source can provide the item or service, a memorandum of sole source justification must be written and signed by the Department Approval Officer. Examples of bona fide sole source procurements are organizational or association memberships, proprietary books and other publications. The determination is relatively simple: a demonstrable need which can be satisfied by only one source.

m. **BRAND NAMES:** Any reference to a brand name must be followed by the language "or approved equal" whenever telephone, sealed written, signed telefax, internet pricing or e-mailed quotations are sought. The Project/Account Manager shall provide relevant and appropriate specifications to all bidders to allow them to submit competitive proposals. It is essential that all bidders be given the same information to maintain a uniform competitive environment.

n. NJDMAVA shall select ENERGY STAR energy-efficient products when acquiring new energy-using products or replacing existing equipment. The Director of the Division of Purchase and Property in the Department of Treasury shall issue standards and guidelines to implement this requirement. For products that do not have ENERGY STAR labels, NJDMAVA shall follow guidelines established by the New Jersey Clean Energy Program.

8. DELEGATED PURCHASING AUTHORITY – AGENCY PURCHASE ORDER PROCEDURES

a. **\$500 or Less:** A DPA – Agency Purchase Order can be issued without price competition for a purchase less than or equal to \$500.

b. **Over \$500 to \$17,500:** Obtain (3) three telephone quotations, internet quotations, e-mailed quotations or signed telefaxed quotations for all purchases over \$500 and up to \$17,500.

(1) Record telephone quotations on Form PB119 or on an equivalent document and include the completed PB119 Form in the agency DPA file along with a copy of the DPA-agency purchase order.

(2) For all telephone solicitations, it is the responsibility of the Program/Account Manager to ensure that competition is conducted in a fair and even manner. All vendors shall be provided with the same terms and conditions, including the same information on the proposed service or good needed, to submit quotes.

(3) Internet pricing should, whenever possible, utilize a pricing comparison engine that lists item costs by vendor in ascending order. If the Program/Account Manager does not utilize Form PB119 to record internet pricing, then all the information required on the PB119 must also be detailed on the received quotation. In addition, for internet pricing or quotations, the Program/Account Manager must print out and retain in its file the quote or pricing obtained from each vendor site solicited. The Program/Account Manager shall also note on the printed quote the time and date such pricing was obtained and shall sign off on the printed quote to verify the date and time.

(4) For services, including consultant services, the Program/Account Manager must secure written verification from the selected vendor, prior to the start of the contract, as to total cost, the deliverable(s) and timeframe(s) for the delivery of the deliverable(s). Such verification must be included in the agency's DPA file.

c. **Over \$17,500 to \$29,000:** Solicit a minimum of four (4) sealed written bids for purchases greater than \$17,500 but less than \$29,000 using Form PB120, "Agency Request for Proposal (RFP)." Obtain, process and file sealed written bids as follows:

(1) Forward RFP simultaneously to a minimum of four (4) vendors. Allow sufficient time from the forwarding date of the RFP to the vendors for the review, completion and return of proposals by the vendors. The return date and hour should be clearly shown in the RFP. No sealed written bids can be accepted if received by NJDMAVA after the return date and hour noted on the RFP.

(2) Enclose a return envelope with the RFP sent to each vendor. Type proposal due date (month, day, and year) and NJDMAVA reference number on the face of the envelope in the upper left-hand corner, below the return address.

(3) For emergency procurements, telephone quotations, internet pricing or quotations, signed telefax bids or e-mailed bids may be accepted in place of sealed written bids. The signed telefax bid or e-mailed bid should include the NJDMAVA reference number. Bidders must be advised that signed telefax bids must include the back page of the Form PB120, i.e., the State of New Jersey Terms and Conditions, and that all pages of the signed telefax bid, including the back page of Form PB120, must be signed by the bidder.

(4) It is the responsibility of the Program/Account Manager to establish internal control procedures for the acceptance, security, review and evaluation of sealed written bids, and also for signed telefaxed bids, e-mailed bids or internet pricing when such procurements are permitted. Such procedures must include time stamping of the exterior of sealed written bids and the first page of signed telefax bids upon receipt; keeping of all sealed written bids and signed telefaxed bids in a secure location; no review of any sealed written bid or signed telefax until the time specified for submittal has passed; and no acceptance of a sealed written bid or signed telefax bid after the time specified for submittal has passed. For e-mailed bids, the agency shall immediately print a copy of the received e-mail bid which will include the date and time of receipt.

(5) Sealed bids should be opened and reviewed at the time specified in the RFP for submission of sealed bids.

(6) All unsigned bids shall be rejected, whether by sealed written or signed telefax quotation.

(7) Agencies shall not alter sealed written, signed telefax or e-mailed bids.

d. **PROVISIONS AND REQUIREMENTS GOVERNING ALL DPA PROCUREMENTS BETWEEN \$500 AND \$29,000.**

(1) **One Response to a Solicitation:** A single response to a DPA solicitation for a purchase of greater than \$500 but less than \$29,000 does not preclude the issuance of a purchase order to the single respondent. A DPA Agency Purchase Order may be issued to a single respondent, provided the Program/Account Manager has contacted the appropriate number of bona fide vendors as previously outlined and the bid received from the single respondent is responsive, i.e., fully complies with the Program/Account Manager's specifications and the State of New Jersey Terms and Conditions, as shown on the reverse side of Form PB120. The NJDMAVA Approval Officer must prepare a memorandum to the DPA file to this effect.

(2) **Bid Evaluation:** Generally, the bidder with the lowest price is entitled to the award, provided the lowest bidder's proposal fully conforms to the terms and conditions of the Program/Account Manager's specifications and the State of New Jersey Terms and Conditions, as shown on the reverse side of Form PB120. Should the lowest bid fail to fully conform, the bid shall be deemed "nonresponsive" and shall be ineligible for award. Award can be made only to a "responsive" bidder, i.e., a bidder whose bid fully complies with the terms and conditions of the agency's specifications and the State of New Jersey Terms and Conditions. However, an agency can "bypass" the lowest responsive bidder in favor of a higher priced responsive bidder, if the agency determines that the higher priced responsive bidder's proposal better serves the State's interest. If NJDMAVA makes an award to a vendor other than the low cost responsive bidder, the Program/Account Manager must document with substantive justification the selection of the selected vendor. In the event of either a finding that a bidder's bid is nonresponsive or a bypass, the Department Approval Office must notify the nonresponsive bidder and/or any bypassed bidder in writing of the reason for the nonresponsive determination or bypass determination.

(3) **Required Forms for All DPA Procurements:** Prior to finalization of any award to a vendor, the vendor must complete an Ownership Disclosure Form, Affirmative Action Employee Information Report, MacBride Principles Certification, and provide a Business Registration Certificate or provide evidence that such forms have already been completed by the vendor within one (1) year of the procurement date and are on file with the State. The only acceptable evidence that the forms are on file with the State is that the vendor holds an active State contract. The agency shall document the existence of an active State contract in the DPA contract file. Verification of Affirmative Action compliance may also be obtained through the VINP screen on the MACSE system. All contractors must execute and date the Standard Terms and Conditions for DPA (PB120).

(4) **Pay to Play Disclosure Certification:** In addition, for all procurements exceeding \$17,500, whether singly or in the aggregate, the vendor must comply with N.J.S.A. 19:44A-20.13 et seq. (formerly known as Executive Order 134). If this provision is applicable to the procurement, the Program/Account Manager shall not issue a Purchase Order to the vendor until the EO 134 Review Unit of the Division of Purchase and Property apprises the agency that the vendor is in compliance with N.J.S.A. 19:44A-20.13 et seq.

(5) **Source Disclosure Certification:** For all procurements that are "primarily" for services, the vendors must comply with N.J.S.A. 52:34-13.2 (also known as Executive Order 129) and file a source disclosure certification with NJDMAVA. It is the Program/Account Manager's responsibility to determine if the vendor complies with N.J.S.A. 52:34-13.2.

(6) **Agency DPA File:** Along with all required forms, the agency must include all sealed written bids, signed telefaxed bids, e-mailed quotations or internet pricing in the agency DPA File.

e. **PAYMENT FOR DPA.** It is the responsibility of the Program/Account Manager to assure that all goods and services received by the agency from the vendor conform to the requirements of the bid specification. The using agency shall not pay for goods and services that are not delivered by the vendor or fail to conform to the requirements of the bid specifications.

f. **MINORITY-OWNED / WOMEN-OWNED SMALL BUSINESSES**

(1) The State of New Jersey encourages the development of small, minority-owned and women-owned business enterprises. However, as a result of the Consent Decree entered in *Geod v. State of New Jersey, et al.*, the State is enjoined from continuing to implement the "Minority-/Women-Owned Business" program established under N.J.S.A.52:32-17 *et seq.* and its enabling regulations. Therefore, no future procurements will contain these "Minority-/Women-Owned Business" phone bid, contract set-aside and subcontracting requirements.

(2) For those procurements released prior to the Consent Decree and for all procurements currently under evaluation, the State will be looking to the vendor community for voluntary compliance with the principles underlying the State's new revenue-based Small Business Set-Aside and Subcontracting program, which the State intends to implement in the near future.

(3) The State of New Jersey Small Business Set-Aside program includes goals that 25 percent of State contracts and purchase order dollars shall be awarded to Small Business Enterprises (SBE). An SBE is an

enterprise that is independently owned and operated, have 100 or fewer full-time employees and have gross revenues that do not exceed \$12 million for Goods and Services.

(4) NJDMAVA is a strong supporter and advocate of the State's Small Business Set-Aside program. Each Program/Account Manager is expected, whenever possible, to purchase from or contract with State Certified Small Businesses as per the guidelines of NJAC Chapter 12 and goals set by the Department.

9. REQUESTS FOR WAIVERS OF ADVERTISING.

a. Requests for waivers of advertising are used to bypass normal public advertising of bid for services and/or commodities above \$29,000. Criteria for waiver submission are outlined in NJ Department of Treasury's Procurement Circular #00-02-DPP, Requests for Waivers of Advertising, July 1, 1999 with the appropriate statutes cited therein. Such requests are initiated by Account/Project Managers to the NJDMAVA Purchasing and Contracting Bureau for review and submission to the State Purchasing Bureau.

b. Waivers of Advertisement are restricted and individually reviewed/approved by The Adjutant General. This authority cannot be delegated.

c. NJDMAVA has an exception to the policies and requirements of Circular Letter 00-02-DPP through the NJ Department of Community Affairs for all construction and maintenance contracts. These contracts are administered by the Department's Installations Division.

d. Refer to Appendix A for specific NJ Department of Treasury guidelines and policies concerning requests for waivers of advertising.

10. RECORD RETENTION/AUDIT:

a. Pursuant to N.J.S.A. 52:25-23(c), records of all NJDMAVA purchases made shall be maintained by the Fiscal Division and shall include proper documentation that the contract was competitively awarded, where required. NJDMAVA shall make available to the Director, NJ Department of Treasury's Division of Purchasing and Property (DPP), upon request, all documents relating to the solicitation and award of the contract, including but not limited to, telephone and sealed written quotations, signed telefax quotations, e-mailed quotations, internet pricing or quotations, and purchase orders. Files must be made available for public inspection upon request (under the supervision of a responsible agency employee) and retained for a period of seven years. Files are also subject to audit by NJ Department of Treasury's Office Management Bureau, the Office of Legislative Services and DPP's Contract Compliance and Administration Unit (CCAU). NJDMAVA must maintain records showing that price competition was solicited from the required number of vendors for all DPAs exceeding \$500, except those verified and documented as either emergencies or sole source by the agency.

b. Pursuant to N.J.S.A. 52:34-10.2 and Public Law 2005 Chapter 336, any employee of NJDMAVA who communicates with a bidder, or potential bidder, or any person acting on behalf thereof, for a public contract regarding that particular contract shall maintain a written record of each communication from the date of the advertisement for bids to the date the contract is awarded. NJDMAVA shall retain the record of each communication for the term of the contract and at least three (3) years thereafter.

c. As per the Destruction of Public Records Act of 1953 (P.L. 1953, c. 410), public agencies must receive prior written authorization to dispose of their public records regardless of the medium in which the information is maintained. Division of Archives and Records Management (DARM) routinely processes and authorizes the destruction of public records that appear on retention schedules approved by the State Records Committee.

11. FORMS.

a. All forms, except Business Registration Certificates, are available on the following websites:

- NJ Department of the Treasury website <http://www.state.nj.us/treasury/forms.html>
- NJ Purchase and Property Bureau website <http://www.state.nj.us/treasury/purchase/>, under "Doing Business – Forms"

- NJDMAVA website, <http://www.state.nj.us/military/publications/forms.html> under “Blank Forms”
- NJDMAVA – Fiscal Division website, <http://www.state.nj.us/military/fiscal/pubs.html>, under “Forms and Publications”

b. The Program/Account Managers must review all completed forms for completeness and acceptability.

c. All original forms, with the exception of the Affirmative Action Employee Information Report, shall be made part of the agency's DPA file for the particular procurement. The agency shall forward the original of the completed Affirmative Action Employee Information Report to the following address:

New Jersey Department of the Treasury
 Division of Contract Compliance and Equal Employment Opportunity in Public Contracting
 PO Box 209, 240 West State Street
 Trenton, New Jersey, 08625.

A copy of the completed Affirmative Action Employee Information Report shall be made part of the agency's DPA file for the particular procurement.

(1) **DPP Form c51-C&D – Contractor Certification and Disclosure of Political Contributions (Public Law 2005, Chapter 51; formerly EO 134):** Forms that a Bidder (Vendor) complete certifying and disclosing that the named individual(s) or entity(ies) has/have not solicited or made any Contribution of money, pledge of Contribution, including in-kind Contributions, company or organization Contributions, as set forth that would bar the award of a contract to the Bidder, pursuant to the terms of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13-20.25, superseding Executive Order 134 (2004)). Political contributions are (a) any entity designated and organized as a “political organization” under 26 U.S.C.A. § 527 that is also defined as “continuing political committee” under N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1 or (b) any candidate committee and/or election fund of any candidate for or current holder of the public office of Governor; and any State or county political party committee.

(2) **DPP Survey Form for State Contracts to determine the services provided by contractors or subcontractors outside the United States:** The purpose of this Survey Form is to implement the requirements of Public Law 2005, c. 92 [N.J.S.A.52:34-13.2] and Executive Order 129, which requires that the State Treasurer review all existing State contracts primarily for the performance of services, to determine if any of the services provided by the contractors or subcontractors are being performed outside of the United States. The Treasurer must report the findings to the Governor and to the State Legislature. This Survey Form requirement applies only to contracts primarily for performance of services.

(3) **Form AA302 – Affirmative Action Employee Information Report:** An agreement by the Contractor that during the performance of a contract, that the Contractor and/or Sub-Contractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Additionally, the Contractor and/or Sub-Contractor, where applicable, 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, sex, affectional or sexual orientation.

(4) **PB2PO – State of New Jersey Agency Purchase Order:** A commitment between the State and a Vendor for commodities and/or services at a given price. Facility Business Managers will issue their own Agency Purchase Orders. NJDMAVA Purchasing and Contracting Bureau will issue all other Departmental Agency Purchase Orders. These are entered directly into the MACS-E System and refer to a document type used to identify an Agency Contract Release Order that is processed as a direct entry order in the order database.

(5) **PB Form 5 (PB5) – Purchase Order:** Issued by the State Purchase Bureau as a result of a PB6 – Requisition Encumbrance. It may be for a commodity or services on a one-time basis or as a Blanket Order providing commodities or services for a period of time or until funding is exhausted. These are entered directly into

the MACS-E System. It is a document type that is used to identify an order awarded as the result of processing a PB6 requisition.

(6) **PB Form 6 (PB6) – Requisition/Encumbrance:** An instrument used to reserve funds prior to issuance of a PB5 – Purchase Order by the State Purchase Bureau. It may be generated because of a contract requirement or a non-contract requirement.

(7) **PB Form 6B (PB6B) – Requisition Worksheet:** A worksheet used by Program/Account Managers to request a PB6 – Requisition/Encumbrance for dollar amounts which exceed Agency Bid Requests or as specified in State Annual Term Contracts. It identifies a requisition for processing orders in MACS-E.

(8) **PB Form 36 (PB36) – Using Agency Complaint Report:** A document completed by NJDMAVA Purchasing and Contracting Bureau based on memorandum from Program/Account Managers containing details of a vendor's lack of performance, unsatisfactory commodities, or other complaints.

(9) **PB Form 119 (PB119) – Telephone Quotations:** A document used to record and determines price competition on non-contract commodities or services from \$500 to \$17,500. This document is subject to State and/or Departmental audit(s).

(10) **PB Form 120 (PB120) – Agency Bid Request:** A document used by the NJDMAVA Purchasing and Contracting Bureau and Facility Business Offices to advertise for commodities and/or services of a non-contract nature. Specifications for commodities and/or services must be detailed and attached. Anticipated costs must be within non-contract purchase limits. This document is subject to State and/or Departmental audit(s).

(11) **PB Form 129 (PB129) – Requests for Waiver of Advertising:** This document is initiated for those certain cases when the public advertising of bids for commodities and/or services is not practicable. *All Waivers of Advertising are signed by the Adjutant General.*

(12) **PB Form 129C (PB129) – Certification of Waiver Funding Availability:** This document certifies that funds are available for the Waiver of Advertising. *All Waivers of Advertising are signed by the Adjutant General.*

(13) **PB Form 129P (PB129) – Requests for Waiver of Advertising (Products):** This document is initiated for those certain cases when the public advertising of bids for products is not practicable. *All Waivers of Advertising are signed by the Adjutant General.*

(14) **PB Form 129S (PB129) – Requests for Waiver of Advertising (Services):** This document is initiated for those certain cases when the public advertising of bids for services is not practicable. *All Waivers of Advertising are signed by the Adjutant General.*

(15) **PBMACB – MacBride Principles Form:** A certification made by a bidder in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to Public Law 1995, c. 134, a responsible bidder must certify that either (a) the bidder has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operations of offices, plants, factories, or similar activities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or (b) the bidder will take lawful steps in good faith to conduct any business operation in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989.

(16) **PB-ODF.1 – Ownership Disclosure Form:** A form that lists and names all individuals, and any partnerships, corporations and any other owner having a 10% or greater interest in the contractor, firm, company, or corporation bidding for a State Contract. If a listed owner is a corporation or partnership, then the same information from PB-ODF.1 is required for all holders of 10% or more interest in that corporation or partnership.

(17) **PBTAX – Notice of Set-Off for State Tax:** This form notifies all vendors that any entitlement to payment under a State contract where at the same time the vendor is indebted for any State tax or other debt to the State, the State Treasurer may set off that payment by the amount of indebtedness.

(18) **PV (3/93) – Payment Voucher (Vendor Invoice):** A document used by the Vendor to request payment for commodities or services rendered as a result of an Agency Purchase Order, an Agency Order, a Grant Order, or by a DP Form 5 – Purchase Order issued by the State Purchase Bureau.

(19) **Source Disclosure Certification Form:** A form in which a Contractor submits and certifies in response to a referenced contract issued by the Division of Purchase and Property, Department of the Treasury, State of New Jersey (the “Division”), in accordance with the requirements of Public Law 2005, c. 92 [N.J.S.A.52:34-13.2] and Executive Order 129 that all services will be performed within the United States by the Contractor and all Subcontractors. If any of the services cannot be performed within the United States, the Contractor shall state, with specificity the reasons why the services cannot be so performed.

The proponent for this Departmental Directive is the NJDMAVA Fiscal Division. Users are invited to send comments and suggested improvements to:
NJDMAVA (FD), CN 340, Trenton, NJ 08625-0340.

OFFICIAL:

GLENN K. RIETH
Major General, NJARNG
The Adjutant General



DAVID S. SNEDEKER
Chief Information Officer
Acting Director, Information and
Administrative Services Division

DISTRIBUTION: A, A1, A2, B, C, D, E, F

APPENDIX A – REQUESTS FOR WAIVERS OF ADVERTISING

1. PURPOSE:

a. To provide guidelines, instructions and criteria for submitting requests for waivers of advertising, and to simplify paperwork and reduce processing time.

b. To advise all agencies of changes in procedures for the submission of waivers of advertising. The following forms are mandatory, and must be included with all waivers of advertising packages submitted to the Purchase Bureau:

(1) Applicable Division of Purchase and Property's (DPP) Standard Terms and Conditions for products (PB-129P) and services (PB-129S)

(2) Affirmative Action Compliance forms

(3) Certification of MacBride Principles, Form PB-MACB

(4) Notice of Set-Off for State Tax, Form PBTAX

(5) Ownership Disclosure, Form PB-ODF.1

NOTE: IT IS THE PROGRAM/ACCOUNT MANAGER'S RESPONSIBILITY TO ENSURE THAT ALL VENDORS SOLICITED ARE IN RECEIPT OF THESE MANDATORY FORMS PRIOR TO THE VENDOR(S) SUBMISSION OF WAIVER QUOTATIONS TO YOUR AGENCY. ANY WAIVER OF ADVERTISING PACKAGE WHICH DOES NOT CONTAIN ALL OF THE ABOVE LISTED FORMS SHALL BE RETURNED TO THE REQUESTING AGENCY.

c. Proposed software/licensing agreements must be submitted to the Office of the Attorney General, specifically Deputy Attorney General John Chernoski at P.O. Box 112, Trenton, NJ 08625 (telephone 609-292-8564) prior to submitting the waiver package to the Office of Information Technology (OIT). These approvals must be completed prior to submitting the waiver of advertising package to the Purchase Bureau.

2. POLICY

a. **STANDARD PROCEDURES:** All products and services are to be purchased through the formal, advertised bidding process. Waivers of formal advertising are an exception to this policy, and are expressly limited by statutory design. No products or services are to be procured via Waiver of Advertising unless:

(1) Prior written approval of Form PB129 Request For Waiver of Advertising is received from the Purchase Bureau, or verbal authorization has been granted for public exigency purposes in cases of life/health/safety emergencies, pursuant to this Directive.

IMPORTANT: AGENCIES SHOULD NOT INITIATE A WAIVER REQUEST AND SHOULD NOT PROCEED TO OBTAIN COMPETITIVE PROPOSALS UNTIL THEY HAVE THE REQUIRED AUTHORIZATION TO PROCEED BY THE ASSISTANT DIRECTOR, DIVISION OF PURCHASE & PROPERTY. THE DIVISION WILL DETERMINE WHETHER TO PURSUE FORMAL BIDDING FOR INFORMAL COMPETITION, OR THE INFORMAL COMPETITIVE PROCESS MAY BE DELEGATED TO THE USING AGENCY.

(2) After a Program/Account Manager has been granted approval by the Purchase Bureau to obtain informal competition, informal competitive bidding must be obtained for all waivers of advertising procurements. Should the lowest bidder be bypassed, justification must be attached to the waiver form. Sole source requests must be fully documented.

(3) Program/Account Managers should verify with the Purchase Bureau that waiver-requested products or services are not available under State contract.

(4) Program/Account Managers who proceed to obligate the State for the procurement of goods and/or services without prior authorization may be held personally liable for the expenditure.

b. **PUBLIC EXIGENCY REQUESTS:** In cases where the life, safety or health of individuals must be sustained through the immediate performance of services or delivery of products, verbal authorization must be obtained from either the Director or Assistant Director, Division of Purchasing and Property prior to the actual purchase. If verbal approval is granted, Program/Account Managers are to submit all required paperwork to the Purchase Bureau within three (3) working days of the approved request.

NOTE: FAILURE TO APPROPRIATELY PLAN PROCUREMENTS DOES NOT CONSTITUTE A PUBLIC EXIGENCY! POOR PLANNING IS A MAJOR FACTOR FOR REQUESTING WAIVERS OF ADVERTISING. AGENCIES ARE URGED TO ANTICIPATE THEIR NEEDS IN ORDER TO ALLOW SUFFICIENT TIME TO CONDUCT FORMAL ADVERTISED BIDDING THROUGH THE PURCHASE BUREAU.

c. **SUBMITTING THE WAIVER FORM:** All approved requests to waive formal advertising must be submitted on the Request for Waiver of Advertising Form PB-129. In order to process Form PB-129, the section designated Part I - Must Be Completed By Requesting Agency must be completed in its entirety and supplemented by documentation required by the form and this circular, and accompanied by the encumbrance request form (Form PB6, Requisition-Purchase Bureau or Certification of Waiver Funding Availability, Form PB-129C). All mandatory forms must be submitted with the waiver package. Copies of these forms can be found in Appendix D and may be reproduced. Additional forms are available through the Purchase Bureau Waiver Coordinator and are also located on the Purchase Bureau's website: www.state.nj.us/treasury/purchase.

DELAYS IN PROCESSING WAIVER REQUESTS ARE PRIMARILY DUE TO THE REQUESTING AGENCY'S FAILURE TO PROVIDE COMPLETE AND PROPER DOCUMENTATION. FAILURE TO SUBMIT COMPLETE DOCUMENTATION OR MANDATORY FORMS WILL RESULT IN THE RETURN OF THE WAIVER PACKAGE TO THE REQUESTING AGENCY.

d. **VENDOR PERFORMANCE:** All complaints concerning the performance of vendors who are awarded purchase contracts via approved waivers of advertising must be submitted on Form PB-36, "New Jersey State Using Agency Formal Complaint Report" and forwarded to the Division of Purchasing and Property, Contract Compliance and Administration Unit for processing and resolution. Questions concerning the complaint process should be directed to the Agency Complaints Coordinator at 609-292-5400. Agency Complaint Form PB-36 and instructions are also available through the Purchase Bureau's website in the section designated for forms.

3. PROCEDURES, GENERAL INSTRUCTIONS & INFORMATION

a. **Part I - MUST BE COMPLETED BY USING AGENCY,** Items 1 through 15 of the waiver form must be fully completed by the requesting Program/Account Manager.

(1) **Item 11** must be completed in detail, and documentation must be prepared and attached to support the request, pursuant to the guidelines listed in this circular. Refer to Paragraph 4.e of this Appendix, "**Item 12-OTHER AGENCY APPROVALS**" for waiver procurements that require pre-approval(s) from other State agencies.

(2) "**AGENCY REFERENCE NO.**" The waiver form now contains a block in the upper right hand corner labeled "Agency Ref. No." This block is available for NJDMAVA's and/or Program/Account Manager's use as a means for agency document tracking. Please do not use the blocks labeled "**(FOR PURCHASE BUREAU USE ONLY)**".

(3) **MANDATORY FORMS:** The following forms must be distributed to all vendors who will be solicited for competition. Vendors must complete these forms and submit with their solicitations, and they must be included with the waiver package. Copies are attached; additional forms are available through the Purchase Bureau Waiver Coordinator and the Purchase Bureau website.

(a) **Standard Terms and Conditions.** Attach the applicable DPP Standard Terms and Conditions for products (Form PB-129P) or services (Form PB-129S).

(b) **Ownership Disclosure.** An Ownership Disclosure Form (PD-ODF.1) must be completed by the vendor and submitted with the waiver form.

(c) **Affirmative Action Compliance.** A current New Jersey Affirmative Action certificate or completed Form AA302, or a Federal Affirmative Action Approval letter must be submitted with the waiver form.

(d) **MacBride Principle.** This form (No. PBMACB) is required for all procurements. Vendors must certify compliance with the MacBride Principles & Northern Ireland Act, 1989.

(e) **Notice of Set-Off For State Tax.** This form (No. PBTAX) notifies all vendors that any entitlement to payment under a State contract where at the same time the vendor is indebted for any State tax or other debt to the State, the State Treasurer may set off that payment by the amount of indebtedness.

(f) **Corporate Authority and Registrations:** Program/Account Managers must ensure that all vendors who are corporations have registered with the NJ Division of Revenue prior to conducting business with the State. In-state corporations must have a Certificate of Incorporation; firms incorporated outside of the State must obtain a Certificate of Authority to do business in the State prior to receipt of final contract award. Vendors can obtain forms by calling 609-530-6400, use option 2.

b. The completed waiver form, required attachments, and the completed encumbrance document (Form PB6 Requisition or Certification of Waiver Funding Availability, Form PB-129C) must be forwarded directly to the Purchase Bureau - Waiver Coordinator, P.O. Box 230, Trenton, NJ 08625, Telephone: (609) 633-2372 or Fax: (609) 292-0490. A copy of the Form PB-129, "Request for Waiver of Advertising" is attached for your information and reference. The original is a 5-part NCR form, and all requests for waivers must be submitted on that form. This form may be obtained from the Waiver Coordinator at the above telephone number and address.

4. GUIDELINES FOR COMPLETING THE WAIVER DOCUMENT. The following guidelines correspond to each numbered item in "Part I - Request for Waiver of Advertising" form.

a. **Items 1 through 4** are self-explanatory.

b. For **Item 5**, agencies should ensure that the statutory citation(s) is/are accurate and sufficiently supported and documented in Item 14.

c. **Items 6 through 8** are self-explanatory.

d. Item 9 - "PROVIDE A BRIEF, CONCISE SUMMARY OF NATURE AND PURPOSE OF WAIVER."

(1) The Program/Account Manager must provide a clear, concise summary of the nature and purpose of the waiver. Provide a brief, but detailed, description on the waiver form and continue on separate sheet if necessary. **Do not enter "See Attached" in this block.** The summary should include a statement of the scope of the service to be performed or the nature of the product to be purchased and what the agency would like to accomplish. Examples of acceptable statements are provided below:

- "To purchase a used refrigerator truck to transport meals for inmates at various facilities to ensure uninterrupted delivery of prepared meals and milk, and for pickup of federal food surplus items."
- "To continue the program of preserving and developing waterfowl habitat in order to prevent further reduction of waterfowl production and populations."
- "To provide for the loading, transportation and disposal of debris that was not covered under the original scope of work to clean up the site at the XYZ Recycling and Scrap Metal location."

e. Item 10 - "EXPLAIN WHAT ATTEMPTS WERE MADE TO OBTAIN COMPETITION. "N/A" IS NOT ACCEPTABLE. ATTACH ALL PROPOSALS, PRICE QUOTATIONS, ETC. RECEIVED."

(1) Program/Account Managers are required to seek as much competition as reasonable and practical under the circumstances for each waiver requested. Provide a detailed explanation in this block and continue on separate sheet if necessary. **Do not enter "See Attached" in this block.** At least three (3) viable firms are to be invited to submit proposals. This information should include:

- The number of firms contacted.
- The method used in choosing firms contacted (i.e. industry data, previous experience, telephone directory, etc.).
- The number of proposals received, including prices.
- The reasons for selecting the recommended vendor. In addition, all responses are to be evaluated and addressed as part of this submission.
- Indicate in **Item 10** that prior approval was granted by the Purchase Bureau to obtain competitive proposals, or that the Purchase Bureau has obtained competition on behalf of the using agency.

(2) If the required product or service is available from only one source of supply, this should also be fully documented.

(3) The results of all inquiries, including proposals, price quotations, denials, etc., must be attached to the waiver request form.

f. Item 11 - "WHAT ARE THE PROGRAM CONSEQUENCES OF NOT MEETING THE DELIVERY DATE GIVEN IN ITEM 6 ABOVE? SUPPORT WITH DOCUMENTATION."

(1) A brief, concise statement of the consequences of not meeting the desired delivery date noted in **Item 6** must be provided. Provide a detailed description on the waiver form and continue on separate sheet if necessary. **Do not enter "See Attached" in this block.** If there are no adverse consequences, the Program/Account Manager should indicate "none". Below are representative statements:

- "That XXX number of handicapped veterans will not have occupational therapy."
- "That funds in the amount of \$ XXX to be received under Federal Grant YYY will be lost because of ..."
- "Without the purchase and supply of FDA approved drugs to XXX AIDS patients, the patients will experience a much lower quality of life with a significantly shortened life span, resulting in death."

(2) Supporting documentation must also be included. The Program/Account Managers should also indicate whether better planning or foresight on their behalf could have prevented the requested waiver and what action will be taken to prevent future occurrences.

g. Item 12 - OTHER AGENCY APPROVALS. Procurement of professional and consultant(s) services, telecommunications, information technology, equipment hardware and software can only be made with the express approval of appropriate State agencies and as required under Circular Letter #98-14-OMB/DPP/OIT, Professional Services: Review, Control, Monitoring, and Extensions, dated April 3, 1998. Failure to provide the required approval documents with the waiver will result in automatic rejection and return of the waiver request.

(1) **Consultants and Professional Services** - All requests to hire consultants to perform professional services that exceed \$250,000 must be approved by the Office of Management and Budget (OMB) pursuant to NJ Department of Treasury Circular Letter #98-14-OMB/DPP/OIT, Professional Services: Review, Control, Monitoring, and Extensions, dated April 3, 1998. Approval documents must be submitted with the waiver request. A copy of the final report(s) required for all consultant services must be submitted to the Monitoring Unit, Office of Management and Budget. Please do not submit the reports to the Purchase Bureau.

(2) **Consultant Services and Approval of Telecommunications, Information Technology Consultant Services, Equipment Hardware and Software** - All waivers for services and equipment acquisitions for Telecommunications and/or Information Technology must be approved by OIT prior to submission to the Purchase Bureau for processing. Approval documents must be submitted with the waiver request.

(3) **Software/License Agreements** - Proposed software/license agreements must be submitted to the Office of the Attorney General, attention to D.A.G. John Chernoski at P.O. Box 112, Trenton, NJ 08625 (Telephone 609-292-8564) prior to submitting the waiver package to OIT and subsequently to the Purchase Bureau. All software/license agreements or Information Technology/Professional Services contracts approved by the Attorney General's Office that are likely to approach or exceed \$250,000 must be forwarded to OMB for approval prior to submitting the waiver package to DPP.

h. Item 13 - "VENDOR PROPOSALS/SCOPE OF WORK/RATES-PRICES/TERMS AND CONDITIONS" - A vendor proposal, which must also include all mandatory forms, must be attached to the waiver document and signed by the vendor. In order to be accepted, each proposal must contain the following information:

FOR PRODUCTS:

- Division of Purchasing and Property Standard Terms and Conditions for Products (Form PB-129P) and mandatory forms.
- Total price, unit price or rental rate(s) including special terms.
- Complete description of the item including the name, type, brand, model and catalog name, number and date.
- Physical characteristics including height, weight, width, length, color, grade, size or thickness.
- Special purchasing, delivery location or installation requirements such as addresses, training, availability of utilities or site preparation.
- All special technical or performance specifications including vendor literature or performance data.

FOR PROFESSIONAL SERVICES:

- Division of Purchasing and Property Standard Terms and Conditions for Services (Form PB-129S) and mandatory forms.
- Total price (time and material contracts are not acceptable).
- Per diem rates by labor classification to include all general and administrative costs, overhead, and profit.
- A detailed scope of work divided into the logical tasks and subtasks of the project.
- A listing of the deliverable items that will be the end-products of the product.
- A project schedule including milestone or key dates.
- Corporate qualifications of the firm.
- A project organization chart giving names of assigned vendor staff.
- Resumes of vendor(s) assigned staff.
- References - evidence of past experience on similar projects.
- Name of state agency project manager.
- Correct Commodity Code for Professional Services-Class 794

FOR TECHNICAL AND SUPPORT SERVICES:

- DPP Standard Terms and Conditions for Services (PB-129S) and mandatory forms.
- Total price (time and material contracts are not acceptable).
- Method of payment (monthly, hourly, etc.).
- Outline of services to be performed by type and frequency.
- References - evidence of past experience on similar services.
- In cases where State and Federal laws require licenses and certifications, proof of same must be submitted with quotations.

FOR MEDICAL OR HOSPITAL SERVICES:

- DPP Standard Terms and Conditions for Services (PB-129S) and mandatory forms.
- Total price.
- Per diem or hourly rates.
- Scope of services by type and frequency.
- Names of individuals who will perform the required services.

i. **Item 14 - "JUSTIFICATION STATEMENT"** – The purpose of the Justification Statement is to support or to provide the legal basis for the statutory citation(s) justifying your waiver request. Please note that some waivers will apply to more than one statutory citation. Program/Account Managers are encouraged to enter all applicable citations on the form. The following guidelines identify the nature and type of information that should be included in the Justification Statement for each statutory citation.

(1) **52:34-9(a) - Services to be performed are of a technical and professional nature.** Waivers are not routinely granted for technical and professional services unless the following condition prevails and is documented by the using agency.

“Competitive specifications, placing all potential bidders on an equal footing, cannot be developed because the scope of work is highly complex, technical, unique or specialized.”

NOTE: POOR PLANNING AND AGENCY-CREATED EMERGENCIES ARE NOT APPROPRIATE JUSTIFICATIONS FOR REQUESTING A WAIVER OF ADVERTISING.

(2) **52:34-9(b) - The purchase of perishable foods or subsistence supplies.** This citation should not be used by agencies except in the case of purchasing perishable or subsistence foods which are not available through Distribution and Support Services (DSS) or an existing State contract. Perishable or subsistence foods are those which spoil or deteriorate rapidly, i.e. fresh vegetables, meats, fish, dairy products and bread items.

(3) **52:34-9(c) - The lease of such office space, office machinery, specialized equipment, buildings or real property as may be required for the conduct of the State's business.** These items must be competitively bid unless the following condition prevails and is documented by the using agency:

“Competitive specifications, placing all potential bidders on an equal footing, cannot be developed because the scope of work is highly complex, technical, unique or specialized and/or there is insufficient lead time to develop the bid specifications.”

(4) **52:34-9(d) - The acquisition of any real property by gift, grant purchase or any other lawful manner in the name of and for the use of the State for the purpose of the State's business in accordance with appropriations made therefore when monies are required for the acquisition.** This citation is reserved for use by Division of Purchasing and Property only. Program/Account Managers should not request the use of this citation without prior consultation with the Purchase Bureau.

(5) **52:34-9(e) - Supplies or services, for which the prices after advertised bidding are not reasonable or have not been independently arrived at in open competition.** This citation is reserved for use by Division of Purchasing and Property only. Program/Account Managers should not request the use of this citation without prior consultation with the Purchase Bureau.

(6) **52:34-10(a) - The purchase is to be made from, or the contract to be made with, the Federal or any State Government or any agency or political subdivision thereof.** Justification should focus on price competitiveness, including documentation of the contractor's qualifications as a federal, state, political subdivision, quasi-state or other governmental entity.

(7) **52:34-10(b) - The public exigency requires the immediate delivery of the articles or performance of the service.**

(a) Waivers are granted for public exigency when the following conditions prevail and are documented by the using agency:

“Competition is not practical or cannot be obtained.”

“A potential health or safety hazard exists.”

“A critical agency mandate, statutory or operational requirement must be fulfilled.”

“Competitive specifications, placing all bidders on an equal footing, cannot be developed because sufficient lead time to develop bid specifications is not available, and would impact health and safety.”

(b) Program/Account Managers should describe the above circumstances with clear and concise details, and focus their justification on the consequences of nondelivery of the product or service within the time frame specified by the using agency (Use **Item 11** on the waiver form).

POOR PLANNING DOES NOT CONSTITUTE PUBLIC EXIGENCY.
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(8) **52:34-10(c) - Only one (1) source of supply is available.** Use **Item 10** on the waiver form to document why the recommended contractor is the only available source that can provide the item or services required, and why seemingly comparable products do not satisfy the your documented needs. A thorough explanation should be included as to what attempts were made to obtain competition and the results.

(9) **52:34-10(d) - More favorable terms can be obtained from a primary source of supply.**

(a) This citation should be used in cases where the intended purchase will be made directly from the prime manufacturer or supplier at a reduced cost which results from the elimination of middlemen, i.e., distributors, dealers and jobbers. This citation can also be used when special or spot purchases are attainable at reduced cost or with more favorable delivery schedules.

(b) Justification should focus on the cost-benefits of obtaining the more favorable terms of price reduction and delivery and why they are necessary or desirable.

(10) **52:34-10(e) - Articles of wearing apparel which are styled or seasonal in character.** This citation is reserved for use by Division of Purchasing and Property only. Program/Account Managers should not request the use of this citation without prior consultation with the Purchase Bureau.

(11) **52:34-10(f) - Commodities traded on a national commodity exchange are to be purchased and fluctuations of the market require immediate action.** This citation is reserved for use by Division of Purchasing and Property only. Program/Account Managers should not request the use of this citation without prior consultation with the Purchase Bureau.

(12) **52:34-10(g) - The equipment to be purchased is of a technical nature and the procurement thereof without advertising is necessary in order to assure standardization of equipment and interchangeability of parts in the public interest.** These items will be competitively bid unless the following conditions prevail and are documented by the using agency:

“Competitive specifications, placing all potential bidders on equal footing, cannot be developed because the scope of work is unique or highly specialized and/or there is insufficient lead time to develop the bid specifications. “

“Alternate equipment or replacement parts will not function and perform at the level of service or quality required.”

POOR PLANNING IS NOT A JUSTIFIABLE REASON.
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j. Item 15 - "DEPARTMENT CERTIFICATION"

(a) One (1) of the three (3) appropriate boxes must be checked indicating whether the waiver request is not a confirming waiver, an authorized confirming waiver or an unauthorized confirming waiver. To qualify as a confirming waiver, the vendor (prior to submission of the waiver document) has been authorized to proceed with delivery of the product or service, and verbal authorization has been granted by the Division of Purchasing and Planning (refer to see paragraph 4.k – CONFIRMING WAIVERS below).

(b) Signature of the Department Head and the Date must be completed in this block. **The only authorized person to sign this section is the Adjutant General.**

k. **CONFIRMING WAIVERS** – A confirming waiver is defined as a waiver request whereby the recommended contractor/vendor has already been authorized by the using agency to provide the required goods/services. There are two types of confirming waivers:

(a) **Authorized Confirming Waivers.** Authorized confirming waivers are considered in cases where there is a critical and immediate need to provide a service or a product which would have a direct impact on the health and safety of an individual(s). Authorization must be obtained from the Director or Assistant Director, Division of Purchasing and Property. Once verbal authorization is granted, the waiver request form (accompanied with the required documentation) should be submitted within three (3) working days of the verbal approval. Verbal approval will be granted only on the condition that the requesting Program/Account Manager has the necessary appropriations to process payment.

(b) **Unauthorized Confirming Waivers.** Unauthorized confirming waivers of advertising are a violation of the provisions of Title 52. The Adjutant General and the individual responsible for authorizing a purchase contract without the proper waiver of advertising approvals will assume full responsibility and/or liability for such action.

(1) Where applicable, Division of Property and Purchasing will notify NJDMAVA in writing of the violation. The Office of Legislative Services will also receive a copy of the correspondence for their information.

(2) In cases where the vendor has been authorized to proceed and prior approval has not been received from the Director or Assistant Director, Division of Property and Purchase, the Adjutant General's signature certifies receipt of all or a portion of the products/ services, and that the prices charged are reasonable.

(c) All funding documents submitted for confirming waivers (Form PB6 or Certification of Funding Availability, Form PB-129C) must include the language "CONFIRMING WAIVER" on the bottom of the form.

(d) Confirming waivers do not relieve any agency of the responsibility for completion of the entire waiver request package. A confirming waiver request package must be submitted pursuant to the guidelines of this circular.

5. A check-off list (Enclosure 1) is enclosed to ensure accurate completion of the waiver form, including any required attachments such as Division of Purchasing and Property Standard Terms and Conditions (Enclosure 2), mandatory forms (Appendix D), documentation and approvals. These check-off list and forms may be reproduced.

6. IMPORTANT: AGENCIES ARE REMINDED THAT THE STATE CANNOT BE OBLIGATED FOR GOODS OR SERVICES WITHOUT PRIOR FUNDING AUTHORIZATION, AND CANNOT INCUR OBLIGATIONS THAT ARE IN EXCESS OF THE APPROPRIATIONS AND LIMITS OF EXPENDITURE AS REQUIRED BY LAW. SUCH VIOLATIONS MAY BE SUBJECT TO THE CRIMINAL PENALTIES AS PRESCRIBED IN N.J.S.A. 2C:30-4.

ENCLOSURE 1 – WAIVER OF ADVERTISING CHECKLIST TO APPENDIX A – REQUESTS FOR WAIVERS OF ADVERTISING

- Has Part I, (Items 1 through 16) on Form PB-129 been completed in full?
- Approvals (Item 12) obtained from OMB for professional/consulting services; OIT for consultant services and telecommunications, information technology consultant service hardware or software
 - Justification Statement (Item 14) completed as required
 - Department Head's signature and date (Item 15)
- Was competition (quotations) obtained from a minimum of three (3) firms?
- Are all vendors' quotations attached including prices and signatures, with DPP Standard Terms and Conditions for products (PB-129P) or services (PB-129S), and mandatory forms?
- If the lowest bidder is being bypassed, is justification attached?
- If firm is out-of-state corporation, is registration completed with the Division of Revenue?
- This can be verified by calling Commercial Recording at (609) 530-6400, and select option #2.
 - Forms can be obtained through the State's website www.state.nj.us, click on New Jersey Business Gateway Services, and then click on to forms.
- Are mandatory forms included with vendors quotes and attached to waiver package?
- Applicable DPP Standard Terms and Conditions
 - For Products - Form PB-129P
 - For Services - PB-129S)
 - Ownership Disclosure Form No. PB-ODF.1
 - Current NJ Affirmative Action Certificate, completed Form AA302 or Federal Affirmative Action Approval letter
 - MacBride Principle, Form No. PBMACB
 - Notice of State Set-Off Tax, Form No. PBTAX
- For professional services procurements, are the following items included?
- Consultant(s) resume
 - Total pricing and rates
 - Detailed scope of work
 - Project schedule, including milestones
 - Identification of State Agency Project Manager
 - DPP Standard Terms and Conditions for Services (PB-129S)
 - Proper Commodity Code applied, usually Class 794
- Are all funding documents completed with proper descriptions?
- Is Requisition (PB6) or Certification of Waiver Funding Availability (PB-129C) completed and attached?
- If confirming waiver, is Item 15, Block No. 2 checked?
- Is Item 15 signed and dated by the Adjutant General?
 - Is an explanation attached to the Justification Statement stating whether waiver was previously authorized by Division of Purchasing and Property?

ENCLOSURE 2 – WAIVERED SERVICES CONTRACTS STANDARD TERMS AND CONDITIONS TO APPENDIX A – REQUESTS FOR WAIVERS OF ADVERTISING**NEW JERSEY DIVISION OF PURCHASE AND PROPERTY
WAIVERED SERVICES CONTRACTS
STANDARD TERMS AND CONDITIONS**

By submitting a proposal in response to the Agency Request for services, the bidder certifies that it understands and agrees that all of the following terms, conditions and definitions (collectively, "Standard Terms and Conditions") are part of any contract(s) awarded or order(s) placed as a result of the Agency Request unless specifically and expressly modified by reference in the Agency Request or in a writing executed by the Director, Division of Purchase and Property or the designee thereof.

I. DEFINITIONS: As used in these Standard Terms and Conditions the following terms shall have the definitions set forth in this paragraph. These definitions shall also apply to the entire contract unless otherwise defined therein.

"Agency" means the entity on whose behalf the Division of Purchase and Property entered into the Contract. The Agency is the intended beneficiary of the Contract.

"Agency Request" means a request made by an Agency for offers or proposals to provide the sought after goods and/or services as specified herein.

"Bidder" means any person or entity submitting a proposal in response to the Agency Request for the purpose of obtaining a contract to provide the tangible items and/or services specified in the Agency Request.

"Contract" means a mutually binding legal relationship obligating the Contractor to furnish supplies and/or services and the buyer to pay for them, subject to appropriation where the Agency derives its annual budget by means of appropriation from the State Legislature. The Contract consists of these Standard Terms and Conditions, the Agency Request, the proposal submitted by the Contractor, the subsequent written document memorializing the agreement (if any), any amendments or modifications and any attachments, addenda or other supporting documents of the foregoing.

The Contract and/or its terms cannot be modified or amended by conduct or by course of dealings. Thus, the "contract" does not include the aforementioned actions and such actions, or reliance thereon, afford no rights whatsoever to any party to the Contract. The Contract can only be modified or amended by the Director; using Agencies have no authority to modify or amend the Contract. The State will not be bound by any attempt to modify or amend the Contract without the prior written approval of the Director.

"Contractor" means the person or entity which submits a proposal in response to the Agency Request and to whom (or which) the Contract is awarded.

"Designee" means the representative of a specific public official or Agency, as defined above, duly authorized by same to conduct specific activities and who also has the power to legally bind the official or Agency within the scope of the Contract. Actions taken by an unauthorized designee or which are beyond the scope of the designee's authorization or beyond the scope of the Contract are ultra vires and have no legal or equitable effect.

"Director" means the Director of the New Jersey Division of Purchase and Property or the designee thereof.

"Division" means the New Jersey Division of Purchase and Property.

"Fixed-Price Contract" means a contract that provides for a firm price for the entire term of the Contract (including all extensions), subject to any contractual conditions allowing price adjustment, under which the contractor bears the full responsibility for profit or loss.

"Project" means the initiative, enterprise, undertaking or services for which the Contractor was contracted.

"Shall" denotes a mandatory condition.

"State" means the State of New Jersey and its agencies.

II. APPLICABILITY AND INCORPORATION OF STANDARD TERMS AND CONDITIONS: These Standard Terms and Conditions will apply to all services contracts made by the Director on behalf of the Agency. These Standard Terms and Conditions are automatically incorporated into the Contract unless the Contractor is specifically instructed otherwise in the Agency Request or in any amendment thereto. These Standard Terms and Conditions are in addition to the terms and conditions set forth in the Agency Request and should be read in conjunction with same unless the Agency Request specifically indicates otherwise.

III. CONTRACTOR'S STATUS AND RESPONSIBILITIES:

A. CONTRACTOR'S STATUS: The Contractor's status shall be that of an independent contractor and not that of an employee of the State.

B. CONTRACTOR'S CERTIFICATION AS TO ITS REPRESENTATIONS: The Contractor certifies that all representations made by it in its proposal or other related and/or supporting materials are true, subject to penalty of law. Further, the Contractor agrees that its violation of any statute or regulation related to public contracts and/or its misrepresentation or concealment of any material fact in the proposal, award or performance of the Contract may be cause for rescission of the contract award. In addition, the Contractor's violation of any statute or regulation related to public contracts and/or its misrepresentation or concealment of any material fact in the proposal, award or performance of the Contract shall serve as a legal bar to the Contractor's enforcement of its rights under the Contract including any and all claims at law or equity.

C. CONTRACTOR'S PERFORMANCE: The Contractor agrees to perform in a good, skillful and timely manner all services set forth in the Contract. To perform these services, the Contractor shall employ or engage the services of qualified persons and/or entities at its own expense except as otherwise specified in the Contract. The Contractor has an affirmative obligation to promptly notify, in writing, the State of any changes in circumstances which might affect the Contractor's ability to be awarded or to perform its obligations under the Contract.

D. RESPONSIBILITIES OF CONTRACTOR:

(1) The Contractor is responsible for the quality, technical accuracy and timely completion and delivery of all deliverables and other services to be furnished by the Contractor under the Contract. If circumstances beyond the control of the Contractor result in a late delivery, it is the responsibility and obligation of the Contractor to make the details known immediately to the Division and Agency.

(2) 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.

(3) 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.

(4) Should the Contractor hire, employ or otherwise engage subcontractors, the Contractor shall be considered the prime Contractor and the sole point of contact with regard to contractual matters. The Contractor assumes sole and full responsibility for the complete performance contemplated by the Contract including the performance of all subcontractors.

(5) When the Contractor intends to subcontract for any work under the Contract, the subcontractor must be approved by the Director in writing. It is understood, however, that consent of the Director for the subcontracting of any work under the Contract in no way relieves the Contractor from its full obligations under the Contract. The Contractor shall at all times give due attention to the fulfillment of the Contract and shall keep the work under its control. Consent to the subcontracting of any part of the work by the Director in writing shall not be construed to be an approval of said subcontract or of any of its terms, but shall operate only as an approval of the subcontractor. The Contractor, shall be responsible for all work performed by the subcontractor, which shall conform to the provisions of the Contract and all requirements of law. The failure of any subcontractor to adhere to the terms of the Contract or requirements of law may, in the Director's discretion, be cause for rescission of the contract award.

(6) All payments for services under the Contract will be made only to the Contractor. The Contractor assumes sole and full responsibility for any payments due to its subcontractors under the Contract.

(7) Nothing herein or in the Contract shall be construed as creating a contractual relationship between any subcontractor and the State and/or the Agency.

(8) The Contractor's obligations under this clause are in addition to the Contractor's other expressed or implied assurances under the Contract or law and in no way diminish any other rights that the State or Agency may have against the Contractor.

E. INVESTIGATION: By submitting a proposal in response to the Agency Request, the bidder certifies and warrants that it has satisfied itself, from its own investigation, of the conditions to be met and that it fully understands its obligations and if awarded the Contract agrees that it will not make any claim for, or have right to, cancellation or relief from the Contract without penalty because of its misunderstanding or lack of information.

F. PRICE FLUCTUATION DURING CONTRACT: Unless otherwise set forth in writing by the Director, or the Director's designee, all prices quoted shall be firm and not be subject to increase during the duration of the Contract. However, in the event of a manufacturer's price or contractor's cost decrease during the Contract period, the State shall receive the full benefit of such price/cost reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director must be notified in writing of any price reduction within five (5) days of the effective date. Failure to report and/or pass on price reductions may result in the rescission of the contract award for cause.

G. COST LIABILITY: The State assumes no responsibility and no liability for costs incurred by the bidder prior to the award of the Contract and thereafter only as specifically provided in the Contract.

H. INDEMNITY/LIABILITY TO THIRD PARTIES:

(1) 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) 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 this contract.

(3) The Contractor further agrees that:

(a) any approval by the State or Agency of the work performed and/or reports, plans or specifications provided by the Contractor shall not operate to limit the obligations of the Contractor assumed in the Contract;

(b) the State and Agency assume no obligation to indemnify or save harmless the Contractor, its agents, servants, employees or subcontractors for any claim which may arise out of its performance of the Contract; and

(c) the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in the Contract, nor shall they be construed to relieve the Contractor from any liability, nor preclude the State or Agency from taking any other actions available to it under any other provisions of the Contract or otherwise at law or equity.

I. INSURANCE: The Contractor shall procure and maintain at its own expense, until at least two years after the completion of all work performed under the Contract, extensions and/or modifications thereto, liability insurance for damages imposed by law and assumed under the Contract, of the kinds and in the amounts hereinafter provided, from insurance companies admitted or approved to do business in the State of New Jersey. By submitting a proposal in response to the Agency Request, the Contractor expressly agrees that any insurance protection required herein or by the Contract shall in no way limit the Contractor's obligations assumed in the Contract and shall not be construed to relieve the Contractor from liability in excess of such coverage nor shall it preclude the State from taking such other actions as are available to it under other provisions of the Contract or otherwise in law or equity.

(1) The required types and minimum amount of insurance are as follows:

(a) **Comprehensive General Liability Insurance:** Comprehensive General Liability Insurance policy shall name the State and/or Agency, their officers and employees as additional insureds. The coverage to be provided under this policy shall be at least as broad as the standard, basic, unamended and unendorsed comprehensive general liability policy and shall include contractual liability coverage. The minimum limits of liability for this insurance shall be as follows:

Bodily Injury Liability:	Each Person: \$1,000,000 Each Occurrence: \$5,000,000
Property Damage Liability:	Each Person: \$1,000,000 Each Occurrence: \$5,000,000

(b) **Comprehensive Automobile Liability Insurance:** The Comprehensive Automobile Liability Insurance policy shall name the State and/or Agency, their officers and employees as additional insureds. The Comprehensive Automobile Liability policy shall cover owned, non-owned, leased, rented and hired vehicles with minimum limits as follows:

Bodily Injury and Property Damage Liability:	Each Person: \$ 1,000,000 Each Occurrence: \$3,000,000
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(c) **Workers' Compensation and Employers' Liability:** Workers' Compensation Insurance shall be provided in accordance with the requirements of the laws of this State and shall include an endorsement to extend coverage to any state which may be interpreted to have legal jurisdiction. Employers' Liability Insurance shall be provided with a limit of liability of not less than

Bodily Injury: \$500,000
Each Occurrence: \$500,000
Disease (each employee): \$500,000
Disease (aggregate limit): \$1,000,000

(d) **Professional Liability Insurance:** When it is common to the Contractor's profession to do so, the Contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out the professional obligations performed pursuant to the requirements of the Contract. The insurance shall be in the amount of not less than \$5,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

(2) The Contractor shall, prior to commencement of the work required under the Contract, provide the Director with a valid original Certificates of Insurance (and a copy thereof to the Agency) as evidence of the Contractor's insurance coverage in accordance with the foregoing provisions. Such certificates of insurance shall specify that the insurance provided is of the types and is in the amounts required in 1(a), (b), (c) and (d) above.

The certificates shall provide for thirty (30) days written notice to the Director and Agency prior to any cancellation, expiration or non-renewal of insurance during the term required in the Contract, extensions and/or modifications thereto. The Contractor shall further be required to provide the Director with valid original certificates of renewal of the insurance (and a copy thereof to the Agency) upon the expiration of the policies. The Contractor shall also, upon request, promptly provide the Division and/or Agency with copies of each policy required under these Standard Terms and Conditions and the Contract, certified by the agent or underwriter to be true copies of the policies provided to the Contractor. All certificates and copies of insurance policies shall be forwarded to the State's address as listed herein.

In the event that the Contractor provides evidence of insurance in the form of certificates of insurance valid for a period of time less than the period during which the Contractor is required by the terms of these Standard Terms and Conditions and the Contract to maintain insurance, i.e. two (2) years after the expiration of the Contract, said certificates shall be acceptable, but the vender shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance from time to time, so that the Agency is continuously in possession of evidence of the Contractor's insurance in accordance with the foregoing provisions.

In the event the Contractor fails or refuses to renew any of its insurance policies as necessary, or any policy is canceled, terminated or modified so that the insurance does not meet the requirements of these Standard Terms and Conditions or the Contract, the State and/or Agency may refuse to make payment of any further amounts due under the Contract or refuse to make payments due or coming due under other agreements between the Contractor and the State. The State, in its sole discretion, may use funds retained under this paragraph to renew the Contractor's insurance for the periods and amounts referred to above. During any period when the required insurance is not in effect, the Director may, at the Director's option, either suspend work under the Contract or proceed to default the Contractor and thereby rescind the contract award.

J. AVAILABILITY OF RECORDS: The Contractor shall maintain and retain weekly payroll, overhead, cost and accounting records and all other records related to the services performed on the Project, including expenses pertaining to additional services required by the State on the Project. Such records shall be maintained and available for the State's and/or Agency's inspection as to all aspects of the work, whether performed by the Contractor or any independent firms. These records shall be kept in accordance with generally accepted accounting principles and practices for a period of three (3) fiscal years after the expiration of the State's fiscal year in which the Contract expires or in which final payment is received by the Contractor under the Contract, whichever ever occurs later. (The State's fiscal year is from July 1 through June 30). The Director has the right to request, and Contractor agrees to furnish free of charge, all information and copies of all records which the Director requests. The Contractor shall allow the Director and/or Agency to visit the office(s) of the Contractor periodically, upon reasonable notice, in order to review any document related to the Contract or to otherwise monitor work being performed by the Contractor pursuant to the Contract. Any failure by the Contractor to maintain or produce such records or to otherwise cooperate with the Director and/or Agency may be, at the Director's discretion, cause for rescission of the contract award and/or suspension or debarment of the Contractor from State contracts.

K. DATA CONFIDENTIALITY: All data contained in documents supplied by the State or Agency after the award of the Contract, any data gathered by the Contractor in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not) are to be considered confidential and shall be solely for the use of the provider of the information. The Contractor is required to use reasonable care to protect the confidentiality of the data including, but not limited to, requiring incorporation of this term into its contract with its subcontractor(s), if any. Any use, sale or offering of this data in any form by the Contractor, its employees, subcontractors or assignees will be considered a violation of this contract and will cause the infraction to be reported to the State Attorney General for possible prosecution. Penalties for violations of such guarantees include, but are not limited to, rescission of the contract award and/or legal action without the State being liable for damages, costs and/or attorney fees. The Contractor shall be liable for any and all damages arising from its breach of this confidentiality provision.

L. NO WAIVER OF WARRANTIES OR REMEDIES AT LAW OR EQUITY: Nothing in the Contract shall be construed to be a waiver by the State or Agency of any warranty, expressed or implied, except as specifically and expressly stated in a writing executed by the Director. Further, nothing in the Contract shall be construed to be a waiver by the State or Agency of any remedy available to the State or Agency under the Contract, at law or equity except as specifically and expressly stated in a writing executed by the Director.

M. OWNERSHIP OF DOCUMENTS: All documents and records, regardless of form, prepared by the Contractor in fulfillment of the Contract shall be transmitted to the Agency and shall become the property of the State.

N. PUBLICITY: Publicity and/or public announcements pertaining to the project shall be approved by the Agency prior to release.

IV. CONTRACTUAL RELATIONSHIP:

A. ASSIGNMENT: The Contractor shall not assign or transfer its obligations or rights under the Contract without the prior written consent of the Director. Any assignment or transfer of the Contractor's rights under the Contract without the prior written consent of the Director shall not relieve the Contractor of any duty, obligation or liability assumed by it under the Contract and shall be cause for rescission of the contract award.

B. MERGERS, ACQUISITIONS AND DISSOLUTION:

(1) **Merger or Acquisition:** If, subsequent to the award of any contract resulting from the Agency Request, the Contractor shall merge with or be acquired by another firm, for purposes of this contract only, the documents set forth below must be submitted to the Director for approval within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in rescission of the contract award for cause. Any such merger or acquisition will require the assignment of the Contract pursuant to the provisions related thereto set forth herein.

(a) Corporate resolutions prepared by the awarded Contractor and new entity ratifying acceptance of the Contract terms, conditions and prices, as may be amended.

(b) State of New Jersey Bidders Application reflecting all updated information including ownership disclosure, pursuant to the provisions contained herein.

(c) Vendor Federal Employer Identification Number.

(d) **Ownership Disclosure:** Within thirty (30) days after any merger or acquisition, the Contractor must disclose the names and addresses of all of its owners and potential owners which hold or may acquire 10% or more of its stock or interest. The Contractor has the continuing obligation to notify the Division of any change in its ownership affecting 10% or more of its ownership as soon as such change has been completed. Compliance with this provision does not give rise to any rights to the Contract to the acquirer or resulting entity (in the case of a merger) without the written consent of the Director.

(2) **Dissolution:** If, during the term of the Contract, the Contractor's partnership, joint venture or corporation shall dissolve, the Director 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 will be made until all parties to the dissolved partnership, joint venture or corporation submit the required documents to the Director. If the Contractor is (1) a corporation, it must provide a copy of the corporate resolution to dissolve; (2) a partnership, the written statement of the partnership, general partner, receiver or custodian thereof that the partnership has dissolved; and (3) a joint venture, the written agreement of the principal parties thereto to dissolve the joint venture.

D. **NOTICE:** The Contractor shall promptly provide notice to the Director and Agency of all information related to its merger, acquisition and/or dissolution.

V. **ADDITIONAL TERMS:**

A. **CONTRACT AMOUNT:** The estimated amount of the contract(s), when stated in the Agency Request, shall not be construed as either the maximum or minimum amount which the State and/or the Agency shall be obligated to order or expend as the result of the Agency Request or any contract entered into as a result of the Agency Request.

B. **PERFORMANCE SECURITY:**

(1) Performance Security: If performance security is required in the Agency Request, the successful bidder shall furnish performance security in such amount on any award of the Contract or line item purchase. See, N.J.A.C. 17:12-2.3. Acceptable forms of performance security are as follows:

(a) an irrevocable security in the amount listed in the Agency Request payable to the Treasurer, State of New Jersey, binding the Contractor to provide faithful performance of the Contract; and

(b) 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.

(c) The amount of the performance security will be stated on the cover sheet to the Agency Request. If the requirement for performance security is expressed as a percentage, security will be required only if the total amount of the Contract exceeds \$50,000.

The Performance Security must be submitted to the Director within thirty (30) days of the effective date of the contract award and cover the period of the Contract and any extensions thereof. Failure to submit performance security may result in rescission of the contract award for cause and nonpayment for work performed.

C. **TIME PERIODS:** The Director may extend or shorten any time period specified in the Contract for good cause. Moreover, when, in the discretion of the Director, non-performance by the Contractor may affect the health, safety or welfare of the State, the Director may dispense with any time period specified in Paragraph VII B.

VI. **MANDATORY COMPLIANCE WITH LAW:** The Contractor's compliance with the legal requirements set forth in this paragraph as well as any other applicable laws, regulations or codes is mandatory and cannot be waived by the State, the Director, the Division or the Agency. The list of laws, regulations and/or codes cited herein is not intended to be an exhaustive list and is available for review at the State Library, 185 W. State Street, Trenton, New Jersey 08625.

A. **CORPORATE AUTHORITY:**

(1) All New Jersey corporations must obtain a Certificate of Incorporation from the Office of the New Jersey Secretary of State prior to conducting business in the State of New Jersey.

(2) If a bidder is a corporation incorporated in a state other than New Jersey, the Contractor must obtain a Certificate of Authority to do business from the Office of the Secretary of State of New Jersey prior to receipt of the final contract award. Within seven (7) days of its receipt of a notice of intent to award, the successful bidder shall provide either a certification or notification of filing with the Secretary of State. Failure to comply may result in the Division's withdrawing the notice of intent to award.

If the bidder awarded a contract is an individual, partnership or joint venture not residing in this State or a partnership organized under the laws of another state, then the bidder shall execute a power of attorney designating the Secretary of State as his true and lawful attorney for the sole purpose of receiving process in any civil action which may arise out of the performance of this contract or agreement. The appointment of the Secretary of State shall be irrevocable and binding upon the bidder, his heirs, executors, administrators, successors or assigns. Within ten (10) days of receipt of this service, the Secretary of State shall forward same to the bidder at the address designated in the bidder's proposal.

B. AFFIRMATIVE ACTION: The Contractor shall not discriminate in employment and agree to abide by all anti-discrimination laws including those contained within NJSA 10:2-1 through NJSA 10:2-4, inclusive, NJSA 10:5-1, et seq., and NJSA 10:5-38 and all rules and regulations issued thereunder as set forth in the attached Supplement to Bid Specifications.

C. AMERICANS WITH DISABILITIES ACT: The Contractor shall abide by the provisions of the Americans With Disabilities Act, 42 U.S.C. 12101, et seq.

D. OWNERSHIP DISCLOSURE: Pursuant to NJSA 52:25-24.2, contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of the bid submission, the bidder disclosed the names and addresses of all of its owners holding 10% or more of the corporation or partnership's stock or interest during the term of the Contract. The Contractor has the continuing obligation to notify the Division of any change in its ownership affecting 10% or more of its ownership as soon as such change has been completed.

E. BIDDER'S WARRANTY: By submitting a proposal in response to the Agency Request, the bidder warrants and represents that no person or selling agency has been employed or retained to solicit or secure the 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 the Contractor for the purpose of securing business. The penalty for breach or violation of this provision may result in rescission of the contract award without the State being liable for damages, costs and/or attorney fees or, in the Director's discretion, a deduction from the Contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

F. MACBRIDE PRINCIPLES: The Contractor shall comply with the MacBride principles of nondiscrimination in employment and have no business operations in Northern Ireland as set forth in NJSA 52:34-12.2.

G. CODES: The Contractor shall comply with the requirements of the New Jersey Uniform Commercial Code, the latest National Electrical Code, Building Officials & Code Administrators International, Inc. (B.O.C.A.) Basic Building Code and Occupational Safety and Health Administration to the extent applicable to the Contract.

H. SET-OFF FOR STATE TAXES AND CHILD SUPPORT: Pursuant to 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) or child support, the State Treasurer may set off that payment by the amount of the indebtedness.

I. STANDARDS PROHIBITING CONFLICTS OF INTEREST: The following prohibitions on vendor activities shall apply to all contracts and purchase agreements made with the State or Agencies:

(1) No Contractor 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/employee or special State officer/employee, as defined by NJSA 52:13D-13b & e, in the Department of the Treasury or any other agency with which such Contractor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by NJSA 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 NJSA 52:13D-13g.

(2) The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer/employee or special State officer/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.

(3) No Contractor 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 Contractor to, any State officer/employee or special State officer/employee or 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 NJSA 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/employee or special State officer or employee upon a finding the present or proposed relationship does not present the potential, actual or appearance, of a conflict of interest.

(4) No Contractor shall influence, or attempt to influence or cause to be influenced, any State officer/employee or special State officer/employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

(5) No Contractor 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.

(6) The provisions cited in this paragraph shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with the Contractor 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 the provisions contained herein.

VII. PROJECT SUSPENSION AND RESCISSION OF THE CONTRACT AWARD:

A. SUSPENSION OF PROJECT: If, for any reason, the project for which the Contractor's services were contracted should be suspended, the Director may suspend this contract upon seven (7) days written notice to the Contractor. Upon receipt of such notice, unless otherwise directed in writing by the Director, the Contractor shall immediately discontinue all work under the Contract. Upon such notification the Contractor shall be paid a proportion of the fee which the services actually and satisfactorily performed by it shall bear to the total services completed under the Contract, less payments previously made. The State may order that the work on the project be stopped temporarily, and upon seven (7) days written notice from the Director, the Contractor shall cease all work on the project except as necessary to properly secure the project. If the State directs that the work on the project resume within six (6) months, the Contractor shall be obliged to complete the project for the basic fee provided for in this contract, plus additional compensation for any work necessitated by the stop order as approved by the Director in writing. However, in the event that services are scheduled to end either by contract expiration or by rescission of the contract award by the Director (at the State's discretion), it shall be incumbent upon the Contractor to continue the service if requested by the Director to do so, until new services, if any, are completely operational. At no time shall this transitional period extend more than ninety (90) days beyond the expiration or rescission date of the existing contract, except by agreement of the parties. The Contractor will be reimbursed for this service at the rate in effect when this transitional period clause is invoked by the Director.

B. RESCISSION OF THE CONTRACT AWARD: The Director may rescind the contract award at any time during the duration of the Contract, without penalty, subject to the following provisions:

(1) **Change of Circumstances:** Where circumstances change and/or the needs of the State or Agency change, or the Contract is otherwise deemed by the Director to no longer be in the public interest, the Director may rescind the contract award upon no less than thirty (30) days notice to the Contractor. In the event of such a rescission of the contract award, the Contractor shall furnish to the Agency, free of charge, such close-out reports as may reasonably be required.

(2) **For Cause:**

(a) Where a Contractor fails to perform or comply with the Contract and/or fails to comply with the complaints procedure set forth in N.J.S.A. 17:12-4.2, et seq., the Director may rescind the contract award upon ten (10) days notice to the Contractor with an opportunity to protest said rescission and/or request an informal hearing. If the Contractor protests, then the Director will complete the informal hearing, if necessary, and issue a final agency decision regarding rescission of the contract.

(b) Where a Contractor continues to perform a contract poorly as demonstrated by one or more formal complaints resolved against it, the Director, or the Director's designee, may issue a Notice of Intent to Rescind the Contract Award with a ten (10) day opportunity for the Contractor to protest such rescission and/or request an informal hearing. If the Contractor protests, the Director will complete the hearing, if necessary, and issue a final agency decision regarding rescission and related issues including, but not limited to, damages payable to the State, subject to Paragraph VII B(5).

(c) The Director's right to rescind the contract award for cause includes any reason set forth in any other provision contained in the Contract.

(d) The failure of a Contractor to respond to the Director's notice of intent to rescind the contract award within the ten (10) day period automatically converts said notice into a final agency decision without further action of the Director.

(e) The Director's right to rescind the contract award for cause includes the Contractor's performance on any other State contract, a violation of state or federal law (as demonstrated by the Contractor's admissions of same or a final decision of an appropriate decision-making body), or any reason related to the ability of the contractor to fulfill its contractual obligations. The Director may also rescind any contract with a federally debarred contractor or a contractor which is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

(3) In cases of emergency, the Director may shorten the time periods of notification and may dispense with an opportunity to respond.

(4) Upon a rescission of the contract award under this or any other paragraph herein, the Contractor shall be entitled to receive as full compensation for services rendered to the date of rescission that portion of the fee which the services actually and satisfactorily performed by it, as determined by the Director, shall bear to the total services contemplated under this contract, less payments previously made.

(5) Upon rescission of the contract award, the Director may acquire the services which are the subject of the Contract from another source and may charge the Contractor whose contract award has been rescinded the difference in price, and the said Contractor shall be liable for same.

(6) All protests of the Director's intent to rescind a contract award must be accompanied by a statement of the factual and/or legal basis of the protest and copies of all documents which the Contractor believes supports its position.

(7) If Director determines that an informal hearing is required, said informal hearing shall be conducted by the Director, or the designee thereof, prior to the issuance of the final agency decision regarding the interpretation of the Contract, Contractor performance and/or rescission of the contract award.

VIII. CONTRACTOR COMPENSATION:

A. PAYMENT TO CONTRACTOR: The Contractor is authorized to submit invoices monthly for tasks and/or sub-tasks satisfactorily completed. However, payment for goods and/or services purchased by the State or Agency will only be made against Official New Jersey Payment Voucher along with supporting documentation substantiating that the work has been satisfactorily completed. Invoices must reference the tasks and/or sub-tasks detailed in the scope of work and must be in strict accordance with the firm fixed prices submitted for each task and/or sub-task of the Contract and shall otherwise be in accordance with the terms of the Contract. The State bill form in duplicate together with the original Bill of Lading, express receipt or other related papers must be sent to the consignee on the date of each delivery. Responsibility for payment rests with the Agency. Notwithstanding Section VIII B, payment will not be made until the Agency has approved payment.

B. NEW JERSEY PROMPT PAYMENT ACT: The New Jersey Prompt Payment Act, NJSA 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 New Jersey 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 Division prior to processing any payments for goods and services accepted by the State and/or the Agency. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid unless it exceeds \$5.00 per properly executed invoice. A good faith dispute creates an exception to the Prompt Payment Act. Except as noted above, cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

C. AVAILABILITY OF FUNDS: The State's obligation to make payment under the Contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless and until funds are made available each fiscal year to the using agency by the State Legislature.

D. RETAINAGE: If retainage is required on the Contract, the State and/or Agency will retain the stated percentage or retainage from each invoice. Payment of retainage will be authorized after satisfactory completion and submission of all services, deliverables or work products by the Contractor and acceptance by the Agency of all services, deliverables or work products required by the Contract.

For ongoing term contracts, the Agency will retain the stated percentage of each invoice submitted. At the end of the three (3) month period after payment of each invoice, the Agency will review the Contractor's performance and if performance has been satisfactory, the Agency will release the retainage for the preceding three (3) month period. Following the expiration of the Contract, retained fees will be released to the Contractor after certification by the Agency's project manager, if any, that all services have been satisfactorily performed.

IX. NOTICES: All notices required under this contract shall be in writing and shall be validly and sufficiently served by the Agency and/or Division upon the Contractor, and vice versa, if addressed and mailed by certified mail to the addresses set forth in the Contract.

X. CLAIMS: The following shall govern claims made by the Contractor against the State concerning interpretation of the Contract, Contractor performance and/or rescission of the contract award:

A. No dispute concerning the interpretation of the Contract and/or Contractor's performance under the Contract shall be deemed a contested case as defined in the Administrative Procedure Act, or the regulations promulgated thereunder. Any such dispute shall be subject to an informal hearing by the Director, or the designee thereof, if the Director determines that an informal hearing is necessary to resolve the issue(s). The Director's final decision shall be deemed a final agency action reviewable by the Superior Court of New Jersey, Appellate Division.

B. All claims asserted against the State and/or Agency by the Contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. For claims against the State related to final agency decisions rendered by the Director regarding the interpretation of the Contract, the Contractor's performance or rescission of the contract award only, the claim shall not accrue and the time period for performing any act required by N.J.S.A. 59:8-8 and N.J.S.A. 59:13-5 shall not commence until a decision is rendered by the Superior Court of New Jersey, Appellate Division (or by the Supreme Court of New Jersey if appealed) that the Contract was improperly interpreted and/or rescinded.

XI. **APPLICABLE LAW:** This agreement 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.

APPENDIX B – REFERENCES.

Laws, Executive Orders and Regulations

- New Jersey Statutes Annotated 19:44A-20.13 et seq. (formerly known as Executive Order 134).
- New Jersey Statutes Annotated Title 52 et seq.
- New Jersey Statutes Annotated 52:34-13.2 (also known as Executive Order 129)
- Public Law 2005, Chapter 51, State Contractor Political Contributions Compliance, October 15, 2004
- Public Law 2005, Chapter 92 (N.J.S.A 52:34-13.2), New Requirements for the Performance of Service Contracts within the United States, August 3, 2005.
- Executive Order #34, Debarment, Suspension and Disqualification of Certain Person, Company, Firm, Association, Corporation, or Other Entity, March 17, 1976.
- Executive Order #189, Debarment, Suspension and Disqualification of State Vendors, July 20, 1988.
- Executive Order #129, New Disclosure Certification Form, August 3, 2005.
- Executive Order #134, Political Reform Restrictions on Political Contributions, October 15, 2004
- Executive Order #271, Vendor Certification and Political Contribution Disclosure Form, February 7, 2006.
- New Jersey Administrative Code, Title 17, Chapter 12 – Purchase Bureau.
- NJDMAVA Departmental Directive 25.2.1 “Purchase of Computers, Software, Peripherals, and All Other (IT) Related Equipment and Services”, January 5, 2004.
- NJDMAVA Departmental Directive 105.6 “Assignment and Use of Wireless Communication Devices”, July, 15, 2005.

New Jersey Treasury Circular Letters

These Circular Letters can be found at <http://www.state.nj.us/infobank/circular/circindx.htm>.

- #06-16-DPP, Delegated Purchasing Authority (DPA), June 1, 2006.
- #06-15-DPP/OIT, Procurements of Information Technology (IT) Hardware, Software and Related Services, June 1, 2006
- #04-10-OMB/DPP, State of New Jersey Purchasing Card Program, February 23, 2004.
- #04-06-OIT, Assignment and Use of Cellular Wireless Devices, January 12, 2004.
- #02-07-RT, Proof of Registration Requirements for Contractors and Sub-Contractors Providing Goods and Services to State Government Agencies and Authorities, September 2001.
- #00-03-DPP/OIT, Procurement of Information Technology (IT) Hardware, Software and Related Services, August 1, 1999.
- #00-02-DPP, Requests for Waivers of Advertising, July 1, 1999.
- #98-14-OMB/DPP/OIT, Professional Services: Review, Control, Monitoring, and Extensions, April 3, 1998.
- #97-11-OMB, Contracting for the Production of Films or Videotapes, July 1996.
- #96-18-OMB, Payments to Vendors, undated.
- #96-12-GSA, Delegation of Authority – Small Construction Projects, June 30, 1996.
- #95-15, Effective Use of Photocopiers, March 1, 1995.
- #94-33-GSA, Procurement of State Motor Vehicles (Addendum), October 12, 1993.
- #93-13-GSA, Debarments, Suspensions & Disqualifications Pursuant to Executive Order #34/1976, June 1, 1993.
- #93-08-GSA, Procurement of State Motor Vehicles, October 27, 1992.
- #93-04A-DP, Procurement of State Motor Vehicles (Addendum), October 12, 1993.
- #92-09-GSA, Procedures for the Acquisition of Furniture and Carpet, undated.
- #90-10-GSA, Steel Shelving Review and Procurement Procedures, undated.
- #87-13, Acquisition of Data Processing and Office Automation Hardware, Software and Maintenance and Continuation of Rental and Lease/Purchase (Minor Object Accounts 34 and 77), undated.
- #84-13, Telecommunications Services and Equipment Acquisition, undated.

New Jersey Comprehensive Financial System (NJCFIS) Newsletters, Department of Treasury, Office of Management and Budget, Accounting Bureau

These can be found at <http://www.state.nj.us/treasury/omb/newsletters/index.shtml>.

- Issue #7, “Prompt Payment”, April 1994.
- Issue #7, “Instructions for Sending W-9 Vendor Questionnaires”, April 1994.
- Issue #13, “Discounted Invoices”, March 1995.
- Issue #20, “Decentralization of Approvals”, July 1999.
- Issue #23, “Purchasing Card”, June 1998.
- Issue #24, “Timing of Payments”, October 1998.
- Issue #24, “New W-9/Vendor Questionnaire”, October 1998.
- Issue #26, “MACS-E/NJCFIS Purchasing Card Enhancement Implementation”, April 1999.
- Issue #26, “Decentralization of Approval Authority – U1/AO Transactions”, April 1999.
- Issue #26, “Vendor Identification Codes”, April 1999.
- Issue #29, “Purchasing Card”, February 2000.
- Issue #30, “Direct Purchasing Authority Threshold Increase”, May 2000.
- Issue #30A, “Addendum to NJCFIS Newsletter Issue #30 Article on Direct Purchasing Authority Threshold Increase”, undated.
- Issue #35, “Business Registration Certificate”, August 2001.
- Issue #39, “Transition of Procurement Card Program”, Fall 2002.
- Issue #40, “Daily Prompt Payment Monitoring”, Winter 2003.
- Issue #43, “Vendor Address Verification”, Winter 2004.
- Issue #46, “Prompt Payment”, Spring 2005.

Other

- MACS-E User Guide, New Jersey State Purchase Bureau, February 1993.
- New Jersey Comprehensive Financial System (NJCFIS) User Guide, June 1993, with amendments.
- NJ Department of Military and Veterans Affairs, “Blank Forms” website, <http://www.state.nj.us/military/publications/forms.html>.
- NJ Department of Military and Veterans Affairs, “Fiscal Division” website, Fiscal Division, <http://www.state.nj.us/military/fiscal/index.html>.
- NJ Department of Military and Veterans Affairs, “Forms and Publications” website, Fiscal Division, <http://www.state.nj.us/military/fiscal/pubs.html>.
- NJ Department of Military and Veterans Affairs, “Installations Division” website, Installations Division, <http://www.state.nj.us/military/installations/index.html>.
- NJ Department of Treasury “Consolidated Debarment Report” website, <http://www.state.nj.us/treasury/debarred/>
- NJ Department of Treasury “Download Forms” website, <http://www.state.nj.us/treasury/forms.html>.
- NJ Department of Treasury “Purchasing Card Program” website, Division of Purchase and Property, Purchase Bureau, <http://www.state.nj.us/treasury/purchase/pcard.htm>.
- NJ Department of Treasury “Small Business Set Aside Program – NJ Selective Assistance Vendor Information (NJSAVI)” website, Division of Purchase and Property, Purchase Bureau, https://www6.state.nj.us/CEG_SAVI/jsps/vendorSearch.jsp
- NJ Department of Treasury “State Contracts” website, Division of Purchase and Property, Purchase Bureau, <http://www.state.nj.us/treasury/purchase/contracts.htm>.
- NJ Department of Treasury “Purchasing Card Program” website, Division of Purchase and Property, Purchase Bureau, <http://www.state.nj.us/treasury/purchase/forms.htm>.
- NJ Department of Treasury “Vendor Forms” website, Division of Purchase and Property, Purchase Bureau, <http://www.state.nj.us/treasury/purchase/forms.htm>.

APPENDIX C – DEFINITIONS

Account Manager: Designated individual who has been delegated authority from a Program Manager to authorize expenditure of NJDMAVA's funds for the purpose of securing necessary commodities, services or items for the performance of a Departmental function or requirement. The Account Manager is responsible and accountable for all expenditures made by this Authority.

Agency/State Agency: Any of the principal departments in the Executive Branch of State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such principal department, and any independent State authority, commission, instrumentality or agency. A governmental Organization, Department or unit of the State of New Jersey. An entity on whose behalf the Division of Purchase and Property entered into the Contract. The Agency is the intended beneficiary of the Contract.

Agency Bid Proposal: A public advertisement of bid conducted for procurement of non-contract commodities or services at the Agency level by the NJDMAVA Purchasing and Contracting Bureau or Facility Business Office. Agency bid authority is limited to \$17,500 to \$29,000. New Jersey Department of Treasury Purchase Bureau Form PB120, "Agency Bid Request" is utilized to accomplish this action.

Agency Purchase Order (Form PB2 PO): A commitment between the State and a Vendor for commodities and/or services at a given price.

Agency Request: A request made by an Agency for offers or proposals to provide the sought after goods and/or services as specified herein.

Annual Term Contracts: Contracts issued by the State Purchase Bureau for the common commodities and services to be purchased by State agencies. Duration of the contract can be from one (1) to three (3) years.

Bidder: Any person or entity submitting a proposal in response to the Agency Request for the purpose of obtaining a contract to provide the tangible items and/or services specified in the Agency Request.

Business Manager: An employee of NJDMAVA at a facility or supervising an operation who has been delegated authority to purchase goods and services, and authorize the expenditure of State funds.

Confirming Order: An "after-the-fact" issuance of an Agency Purchase Order.

Confirming Waiver; A waiver request whereby the recommended contractor/vendor has already been authorized by the using agency to provide the required goods/services. There are two types of confirming waivers:

(1) **Authorized Confirming Waivers.** Considered in cases where there is a critical and immediate need to provide a service or a product which would have a direct impact on the health and safety of an individual(s). Authorization **must** be obtained from the Director or Assistant Director, Division of Purchasing and Property. Confirming waivers do not relieve any agency of the responsibility for completion of the entire waiver request package.

(2) **Unauthorized Confirming Waivers.** Unauthorized confirming waivers of advertising are a violation of the provisions of Title 52. The Adjutant General and the individual responsible for authorizing a purchase contract without the proper waiver of advertising approvals will assume full responsibility and/or liability for such action.

Contract: A mutually binding legal relationship obligating the Contractor to furnish supplies and/or services and the buyer to pay for them, subject to appropriation where the Agency derives its annual budget by means of appropriation from the State Legislature. The Contract consists of Standard Terms and Conditions, the Agency Request, the proposal submitted by the Contractor, the subsequent written document memorializing the agreement (if any), any amendments or modifications and any attachments, addenda or other supporting documents of the foregoing.

Contractor: The person or entity which submits a proposal in response to the Agency Request and to whom (or which) the Contract is awarded.

Delegated Purchasing Authority (DPA): The purchase authority extended to State Agencies from the Director of the Division of Purchase and Property, New Jersey Department of Treasury.

Delegated Purchasing Authority (DPA) Purchase : A purchase transaction that cannot be procured through one (1) of the four (4) primary contracting methods: i.e., A State Contract, the State Distribution and Support Services Center (DSS), the Bureau of State Use Industries (DEPTCOR), or the Central non-profit agency CNA/ACCSES NJ (CNA), and does not exceed the threshold of \$29,000.

Designee: The representative of a specific public official or Agency duly authorized by same to conduct specific activities and who also has the power to legally bind the official or Agency within the scope of the Contract. Actions taken by an unauthorized designee or which are beyond the scope of the designee's authorization or beyond the scope of the Contract are *ultra vires* and have no legal or equitable effect.

Direct Purchase Authorization: An Agency Purchase Order, issued by an Agency to a non-contract vendor under the authority, guidelines and method stated in New Jersey Treasury Circular Letter #06-06-DPP, Delegated Purchasing Authority (DPA), dated October 17, 2005, as amended or re-designated.

Director: The Director of the New Jersey Division of Purchase and Property or the designee thereof.

Emergency: A situation that is deemed as an emergency at the discretion of the Account Manager. This denotes an urgent need to correct or remedy a situation regarding health or safety of an individual, physical damage of a facility, and/or harm to the environment.

Emergency Purchase: Those commodities, services and/or items purchased to alleviate, correct, and/or mitigate a situation declared as an "Emergency" by a Departmental Project/Account Manager. In cases of life, safety and health emergencies, when the public exigency requires the immediate delivery of the item or service and time does not permit competitive prices to be obtained from the required number of vendors, a single quotation is permitted. A memorandum of the particular public exigency that precluded the solicitation of quotations from the required number of vendors must be prepared and signed by the Department Approval Officer and made part of the DPA file. Normal State purchasing procedures are bypassed in order to expedite the purchasing process.

Facility Business Office/Manager: Under direction of the Chief Executive Officer of a Veterans Memorial Home, oversees and manages the business activities and operations of the Home, including the preparation of the operating and capital budget; the purchase, storage, and distribution of equipment, materials, supplies, goods and services; and the preparation of financial and other related reports and records.

Fixed-Price Contract: A contract that provides for a firm price for the entire term of the Contract (including all extensions), subject to any contractual conditions allowing price adjustment, under which the contractor bears the full responsibility for profit or loss.

Immediate Need: A necessity or circumstance which dictates bypassing the normal issuance of an Agency Purchase Order. The Agency Purchase Order is then issued after the fact.

Management Acquisition Control System – Enhanced (MACS-E): The purchasing module of the New Jersey Comprehensive Financial System (NJCFIS). MACS-E is an online interactive coding process which references State Treasury databases and encumbers funds. MACS-E produces the Agency Purchase Orders and the Agency Requisition Documents.

New Jersey Comprehensive Financial System (NJCFIS): An integrated, automated government financial system which is combined with and utilizes the Management Acquisition Control System – Enhanced (MACS-E) to manage and control expenditures.

NJDMAVA Accounting Bureau: The Department's centralized accounting authority and operation.

NJDMAVA Purchasing and Contracting Bureau: The Department's centralized purchasing authority and operation.

Non-Contract: Commodities and services purchased or required from vendors not having a State Purchase Bureau term contract. The State Distribution Center falls under this category for transactions processed through the Management Acquisition Control System – Enhanced (MACS-E) and the New Jersey Comprehensive Financial System (NJCFS).

Payment Voucher (Vendor Invoice): The document used to make payment between the State and a Vendor for commodities and/or services.

Program Manager: A designated individual who is responsible and accountable for NJDMAVA's funding provided to support a specific program. A Program Manager's accountability cannot be delegated or assigned. Expenditure authority may be delegated to an Account Manager.

Project: The initiative, enterprise, undertaking or services for which the Contractor was contracted.

Request For Information (RFI): A non-binding document initiated by the NJDMAVA Purchasing and Contracting Bureau or a Facility Business Office asking a vendor's availability and/or capability to provide commodities and/or services. The essential purpose of an RFI is to assist the Department in the development of a Request For Proposal (RFP). An RFI is a cooperative effort of the Account/Program Manager and the NJDMAVA Purchasing and Contracting Bureau or Facility Business Office. The RFI includes a detailed description or specifications for the needed commodity or service. **The RFI does not ask for pricing from a vendor.**

Request For Proposal: A formal bid document submitted by a vendor with pricing against specifications for commodities and/or services.

Shall: Denotes a mandatory condition.

Small Business Enterprise (SBE). An enterprise that is independently owned and operated, have 100 or fewer full-time employees and have gross revenues that do not exceed \$12 million for Goods and Services. The State small business set-aside program's criteria is set forth in N.J.A.C. 12A:10 (N.J.A.C. 17:13) and N.J.A.C. 12A:10A (N.J.A.C. 14:14).

State: The State of New Jersey and its agencies.

Term Contract Authorization (PB2): An Agency Purchase Order issued against a State Purchase Bureau Term Contract for commodities and/or services.

Waiver of Advertisement (PB Form 129): A request to bypass normal public advertising of bid for services and/or commodities. Criteria for waiver submission are outlined in Procurement Circular 00-02-GSA with the appropriate statutes cited therein. Such requests are initiated by Account/Project Managers to the NJDMAVA Purchasing and Contracting Bureau for review and submission to the State Purchasing Bureau. Waiver of advertisement is restricted and individually reviewed/approved by The Adjutant General.

Waiver Order Authorization: An Agency Purchase Order issued for public utilities or as a result of the State Purchase Bureau granting a Waiver of Advertisement of Bid in accordance with Procurement Circular 00-02-GSA.

APPENDIX D – COMMONLY USED FORMS

The most commonly used forms are located within this Appendix for your reference. These include:

FORM	TITLE	PAGE
PB-36	Agency Complaint Form	43
PB-119	Summary of Telephone Quotations	46
PB-120	Agency Request for Proposal	48
PB-129	Source Disclosure (EO 129 Certification)	50
DPP-c51	Contractor Certification and Disclosure of Political Contributions (EO 134 Certification)	51
AVUA	Intra-Governmental Payment Voucher	56
PV	Payment Voucher	57
PBTAX	Set-Off for State Tax	58

The majority of the forms, with the exception of Business Registration Certificates, and those that are relevant to the NJCFS/MACS-E Systems, can be found at the following websites:

- NJ Department of the Treasury website <http://www.state.nj.us/treasury/forms.html>
- NJ Purchase and Property Bureau website <http://www.state.nj.us/treasury/purchase/>, under “Doing Business – Forms”
- NJDMAVA website, <http://www.state.nj.us/military/publications/forms.html> under “Blank Forms”
- NJDMAVA – Fiscal Division website, <http://www.state.nj.us/military/fiscal/pubs.html>, under “Forms and Publications”

FILE A NEW JERSEY STATE USING AGENCY FORMAL COMPLAINT REPORT (PB-36 FORM)

<http://www.state.nj.us/treasury/purchase/forms/pb-36.htm>

PURCHASE BUREAU – CONTRACT COMPLIANCE & ADMINISTRATION UNIT

The Contract Compliance & Administration Unit ("CCAU") acts as the arbiter between State agencies filing formal complaints against contract vendors that allegedly fail to comply with the terms, conditions and specifications of their bid and awarded contract. Filing formal complaints helps determine whether a contractor has performed to meet the requirements of the contract and insures that agencies receive the goods or services purchased. Furthermore, filing formal complaints provides feedback to Purchase Bureau buyers when evaluating future contract awards. Vendors with a history of complaints for failure to comply with the contract can be bypassed when awarding a contract during the next bid cycle.

Failure to file complaints may result in non-complying vendors receiving subsequent State contracts.

WHY SHOULD A FORMAL COMPLAINT BE FILED?

A formal complaint should be filed when the contract vendor fails to comply with contract requirements. Vendors are expected to deliver the ordered commodities or perform the requested services exactly as specified in the contract or purchase order. A formal complaint should be filed if the vendor fails to meet its contractual obligations. Formal Complaints are governed by N.J.A.C. 17:12-4.1. et seq.

Complaints are filed for various reasons:

- Failure to deliver the product ordered
- Late Delivery
- Incomplete Delivery
- Product does not meet specifications
- Product is defective or substandard
- Product delivered is an unacceptable or unauthorized substitute
- The services rendered are unsatisfactory or incomplete
- Vendor renders inadequate performance

WHEN SHOULD A FORMAL COMPLAINT BE FILED?

In most cases, the using agency should first make the vendor aware of the problem through a telephone call or a meeting. Many times, once the problem is brought to the vendor's attention an attempt will be made to rectify the situation. If, however, the vendor is unwilling to comply, the agency should contact Barbara A. Dombroski, Contract Compliance & Administration Unit at (609) 292-1983 to obtain a PB-36 form.

Depending on the nature or urgency of the situation, CCAU may contact the vendor via telephone and make a second attempt to correct the problem. If the vendor fails to cooperate, the formal complaint will be forwarded.

Submitting formal complaints in a timely manner is important. Many times a PB-36 is received by CCAU well over a month after the problem has occurred which makes resolving the matter difficult. Complaints that are untimely may be disregarded by the Director.

SUBMITTING A FORMAL COMPLAINT

- Formal complaints should be reviewed and processed through the Department's Business Manager or Fiscal Officer prior to submission to CCAU.
- All PB-36 forms submitted to CCAU should be typed or printed clearly.
- The using agency filing the complaint should retain the pink copy for filing purposes.
- The original PB-36 should be forwarded to CCAU, 33 West State Street, PO Box 039, Trenton, NJ 08625, Attn: Barbara A. Dombroski.
- In urgent cases, PB-36 forms may be faxed to (609) 777-2968. Be sure to mail the original complaint form to the above address.

REQUIRED INFORMATION

BLOCK #1 - Include Department name, agency, address, contact person (name of person filing complaint), telephone number and fax number.

BLOCK #2 - Be sure the name and address of the vendor are correct. Include the name of a contact person, telephone number and fax number.

BLOCK #3 - Purchase Authorization - Make certain that a contract or purchase order number is provided. The total cost of the commodity or service the vendor is providing should be included as well.

BLOCK #4 - Nature of Complaint- Indicate the reason the complaint is being filed. If the reason is not listed, mark OTHER and provide a further explanation.

BLOCK #5 - Agency Report - Provide a detailed explanation of the problem including specific dates, telephone calls or persons contacted. Copies of supporting documentation previously forwarded to the vendor should be attached. If photographs are included, be sure to keep a duplicate of each picture. Do not recommend that a vendor be debarred, suspended, canceled or removed from the bidder's list. Be sure to sign and date the report.

FORMAL COMPLAINT PROCESS

Once a formal complaint is submitted to CCAU, a standard letter is forwarded to the vendor along with the complaint report stating that the vendor may be in non-compliance with the contract. The letter further states that a response to the complaint must be received within ten (10) days of the vendor's receipt. Failure to respond within ten (10) days may result in immediate termination of the contract. At this time, the vendor is provided the opportunity to respond and remedy the violation.

A copy of the vendor's response is forwarded to the using agency along with a cover letter requesting the agency to verify the vendor's corrections. This form must be completed and returned within ten (10) days. Failure by the agency to advise CCAU of the status of the vendor's remedy will render the vendor's performance file inadequate for evaluation of future contract awards. Therefore, the agency's written evaluation is very important in assisting CCAU in measuring the vendor's performance for contract award purposes.

Once the using agency notifies CCAU that the vendor has resolved the problem satisfactorily, the complaint file is closed. The complaint is kept in the vendor's performance file, with a record that corrective action was taken.

Most complaints are decided on the written record. However, in cases where the vendor and agency disagree with the facts of the matter, an informal hearing may be held among CCAU, the using agency and the vendor. Both the using agency and the vendor are provided the opportunity to state their side and present all materials and testimony. Based on the facts provided at the meeting, CCAU will issue a hearing report which is also submitted to the Director who will issue a final agency decision on the matter.

Either party may appeal the hearing report in writing to the Director, Division of Purchase and Property within ten (10) days after its receipt.

STATE OF NEW JERSEY

SUMMARY OF TELEPHONE QUOTATIONS

INSTRUCTIONS: Where telephone quotations are authorized by the State Purchase Bureau in lieu of sealed bids, using agencies shall use this form to obtain and record quotations from at least three (3) vendors prior to issuing a purchase order. After quotations have been recorded, this form must be signed and attached to the agency copy of the PB-2 purchase order for the permanent file.			VENDOR INFORMATION											
			Name of Vendor	Street Address of Vendor	City, State, Zip of Vendor	Federal ID #	Name of Vendor	Street Address of Vendor	City, State, Zip of Vendor	Federal ID #	Name of Vendor	Street Address of Vendor	City, State, Zip of Vendor	Federal ID #
ACCOUNT NUMBER		FISCAL YEAR												
DATE OF QUOTATION	QUOTATION NUMBER													
DESCRIPTION OF ITEM(S)	QUANTITY	ORDERING UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE				
				\$ -		\$ -		\$ -		\$ -				
				-		-		-		-				
				-		-		-		-				
				-		-		-		-				
				-		-		-		-				
				-		-		-		-				
				-		-		-		-				
REMARKS:	VENDOR'S TOTAL PRICE			\$ -		\$ -		\$ -		\$ -				
	BILLING TERMS													
	DELIVERY DATE													
	COMMENTS													
I certify that competition has been solicited and quotations obtained in accordance with current State Purchase Bureau regulations governing Direct Purchase Authorization. <i>(Signature of person obtaining quotations)</i>			TITLE					DATE						

In compliance with (A) P.L. 1983, Chapter 482 Small Business Set-Aside Contracts; (B) Governor Executive Order #46 regarding bid quotations from among Small Businesses, Minority-Owned Businesses, and Women-Owned Businesses; using agencies shall record requested information.



INSTRUCTIONS: Provide information as requested for Item 1. Mark the appropriate block(s) for Items 2 and 3

	<u>VENDOR #1</u>	<u>VENDOR #2</u>	<u>VENDOR #3</u>	<u>VENDOR #4</u>
1. Vendor telephone number and representative's name giving price quotation	Telephone # Contact name	Telephone # Contact name	Telephone # Contact name	Telephone # Contact name
2. Is firm registered as a small business with N.J. Department of Commerce and Economic Development?	Yes <input type="checkbox"/> No <input type="checkbox"/> Not qualified <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not qualified <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not qualified <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not qualified <input type="checkbox"/>
3. Is firm registered as a woman-owned (W-O) or minority-owned (M-O) business with N.J. Department of Commerce and Economic Development?	Yes <input type="checkbox"/> No <input type="checkbox"/> W-O <input type="checkbox"/> M-O <input type="checkbox"/> Not qualified <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/> W-O <input type="checkbox"/> M-O <input type="checkbox"/> Not qualified <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/> W-O <input type="checkbox"/> M-O <input type="checkbox"/> Not qualified <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/> W-O <input type="checkbox"/> M-O <input type="checkbox"/> Not qualified <input type="checkbox"/>

4. I have reviewed and hereby approve this PB Form 119 for processing

ACCOUNT MANAGER _____
(Signature)

(Print Name) (Date)

 State of New Jersey 					
AGENCY REQUEST FOR PROPOSAL					
VENDOR NAME AND ADDRESS:		RETURN THIS PROPOSAL TO:		DELIVER GOODS/SERVICES TO:	
		ADDRESS:			
		FAX No.:			
NOTE: THIS PROPOSAL MUST BE RETURNED BEFORE THE CLOSE OF BUSINESS ON THE FOLLOWING DATE:				AGENCY PERSON TO CONTACT:	
				FAX NO.:	
FISCAL YEAR YEAR	ACCOUNT NUMBER	AGENCY REF. NO.	COMMODITY CODE NO.		
<p>IMPORTANT INSTRUCTIONS TO BIDDERS: Read the entire bid proposal, terms and conditions, and specifications. Fill in all information requested below. All bid prices must be typed or written in ink. Any corrections, erasures or other forms of alterations to unit and/or total prices must be initiated by the bidder. Upon completion, this proposal must be signed and returned to the address shown above. Unsigned proposals will not be considered. Faxed proposals are acceptable and will be subject to the TERMS AND CONDITIONS ON THE REVERSE SIDE.</p>					
ITEM NO.	QUANTITY	UNIT	DESCRIPTION (ALL ITEMS MUST BE DELIVERED F.O.B. DESTINATION)	UNIT PRICE	AMOUNT
• PRICES ARE FIRM UNTIL THE FOLLOWING DATE: _____				• TOTAL: \$ _____	
CASH DISCOUNT		DATE OF DELIVERY		VENDOR'S FEDERAL I.D. NUMBER	
				VENDOR'S TELEPHONE NO.	
				FAX NO.:	
VENDOR'S SIGNATURE (Must Be Signed):		PRINT OR TYPE NAME BELOW:			DATE:

FORM PB-120 • REVISED 9/00

State of New Jersey

TERMS AND CONDITIONS

The following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey as a result of this Agency Request for Proposal. Refer to **AGENCY REF. NO.** (see proposal cover sheet) in all written and verbal correspondence.

1. **LAWS**—The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered or services performed, including but not limited to Anti-Discrimination Laws (N.J.S.A. 10:2-1 through 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38); The Worker and Community Right to Know Act (N.J.S.A. 34:5A-1 et seq.); Corporate Authority (N.J.S.A. 14A:1-1 et seq.); Americans with Disabilities Act (42 U.S.C. §12101, et seq.); Set-Off for State Taxes and Child Support (N.J.S.A. 54:49-19, 20); Prompt Payment Act (N.J.S.A. 52:32-32 et seq.); and Compliance of Codes (New Jersey Uniform Construction Code (NJUCC), NEC70, B.O.C.A. Basic Building Code, OSHA and must be responsible for securing and paying for all necessary permits where applicable.
2. **STATE LAWS**—Any contracts and/or orders placed as a result of this proposal shall be governed and construed in accordance with the laws of the **STATE OF NEW JERSEY**.
3. **LIABILITY-COPYRIGHT**—The contractor shall hold, save and defend 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 this contract.
4. **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, judgement 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.
5. **INSURANCE**—The contractor shall secure and maintain in force for the term of the contract liability insurance as follows:
 - a. General liability policy as broad as the standard coverage forms currently in use in the State of New Jersey shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include:
 1. Broad Form Comprehensive General Liability
 2. Products/Completed Operations
 3. Premises/Operations
 The Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.
 - 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 of not less than:

\$100,000 Bodily Injury, Each Occurrence
\$100,000 Disease Each Employee
\$500,000 Disease Aggregate Limit

 The insurance certificates effectuating these coverages must provide for thirty (30) day written notice to the attention of the Director, Division of Purchase and Property prior to cancellation. The bidder/contractor shall, upon the State's request, provide current certificates of insurance for all coverages and renewals thereof.
6. **PERFORMANCE GUARANTEE OF BIDDER**—The bidder certifies that:
 - a. The equipment offered is standard new equipment, is in current production and the latest model of regular stock product, with parts regularly used for the type of equipment offered, that such parts are all in production and not likely to be discontinued; also, 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. For all equipment purchases, the bidder shall provide the manufacturer's standard warranty. The contractor will render prompt service, without charge, regardless of geographic location. During the warranty period, the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
 - d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
 - e. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract/purchase order. The contract shall not be considered complete until final approval by the State's using agency is rendered.
 - f. All goods and services to be provided are warranted and fit the particular purpose for which the using agency solicits this quotation.
7. **BRAND NAME ALTERNATIVES**—Brand names and/or descriptions used in this proposal are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials will be judged. Competitive items must be equal to the standard described and be of the same reputation for quality and workmanship. Variations between the materials described and materials offered must be fully explained by the bidder in an accompanying letter. In the absence of any changes by the bidder, it will be presumed and required that material as described in the proposal be delivered.
8. **PRICE QUOTATIONS**—Insert prices for furnishing all or any portion of the goods or services described. All prices quoted shall be firm through issuance of contract/purchase order and for delivery of quantities specified, and shall not be subject to increase during the period of the contract/purchase order. Prices shall be net and must include all transportation charges fully prepaid by the contractor, F.O.B. Destination.
9. **TAX CHARGES**—The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes, and they must not be included in the proposal price or invoice. The State's Excise Tax Exemption number is 22-75-0050K.
10. **PAYMENT**—Payments will only be made against State payment vouchers. All goods and services are to be billed at the prices quoted. The State payment voucher must be submitted with original Bill of Lading, express receipt and other related papers.
11. **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 offered 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 and services, and received a properly signed and executed payment voucher form.
 - 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.
12. **STANDARDS PROHIBITING CONFLICTS OF INTEREST**—All contracts or purchase agreements made with the State of New Jersey must comply with N.J.S.A. 52:13D-12 et seq., concerning standards prohibiting conflicts of interest on the part of public officials, and Executive Order No. 189(1988) relating to the solicitation and/or payment of any fee, commission, compensation, gift, gratuity or other thing of value by a vendor to a public official to secure favored treatment. The provisions of N.J.S.A. 52:13D-12 et seq. and Executive Order No. 189(1988) will be included on the purchase order issued to the award-winning vendor.

EXECUTIVE ORDER 129 CERTIFICATION
SOURCE DISCLOSURE CERTIFICATION FORM

Bidder: _____ Solicitation Number: _____

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Bidder.

The Bidder submits this Certification as part of a bid proposal in response to the referenced solicitation issued by the Division of Purchase and Property, Department of the Treasury, State of New Jersey (the "Division"), in accordance with the requirements of Executive Order 129, issued by Governor James E. McGreevey on September 9, 2004 (hereinafter "E.O. No. 129").

The following is a list of every location where services will be performed by the bidder and all subcontractors.

Bidder or Subcontractor	Description of Services	Performance Location[s] by Country
----------------------------	-------------------------	---------------------------------------

Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Vendor to the Director, Division of Purchase and Property (the "Director").

I understand that, after award of a contract to the Bidder, it is determined that the Bidder has shifted services declared above to be provided within the United States to sources outside the United States, prior to a written determination by the Director that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the State of New Jersey, the Bidder shall be deemed in breach of contract, which contract will be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions.

I further understand that this Certification is submitted on behalf of the Bidder in order to induce the Division to accept a bid proposal, with knowledge that the Division is relying upon the truth of the statements contained herein.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Bidder: _____
 [Name of Organization or Entity]

By: _____

Title: _____

Print Name: _____

Date: _____

Public Law 2005, Chapter 51Formerly: **Executive Order**
134**Contractor Certification and Disclosure
of Political Contributions**

Solicitation No.: _____ Bidder: _____

The Bidder (Vendor) should complete the required Certification and Disclosure forms and submit them, together with a completed Ownership Disclosure form, **to the using agency, department or the Purchase Bureau**. Instructions for completing this form are at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>.

Part I: Certification

I hereby certify as follows:

1. On or after October 15, 2004, the below-named person or entity has not solicited or made any Contribution of money, pledge of Contribution, including in-kind Contributions, company or organization Contributions, as set forth below that would bar the award of a contract to the Bidder, pursuant to the terms of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13-20.25, superseding Executive Order 134 (2004)).
 - a) **Within the 18 months immediately preceding the Solicitation (exclusive of any contributions made prior to October 15, 2004), the below-named person or organization has not made a Contribution to**
 - (i) Any candidate committee and/or election fund of any candidate for or holder of the public office of Governor; or
 - (ii) Any State or county political party committee.
 - b) **During the term of office of the current Governor (exclusive of any Contributions made prior to October 15, 2004), the below-named person or organization has not made a Contribution to**
 - (i) Any candidate committee and/or election fund of the governor; or
 - (ii) Any State or county political party committee nominating such Governor in the election preceding the commencement of said Governor's term.
 - c) **Within the 18 months immediately prior to the first day of the term of office of the Governor (exclusive of any Contributions made prior to October 15, 2004), the below-named person or organization has not made a Contribution to**
 - (i) Any candidate committee and/or election fund of the Governor; or
 - (ii) Any State or County political party committee of the political party nominating the successful gubernatorial candidate in the last gubernatorial election.
2. If the Bidder is awarded a contract pursuant to the solicitation for this bid proposal, the below-named person or organization will, on a continuing basis, continue to report any Contributions it makes during the term of the contract, and any extension(s) thereof.

Public Law 2005, Chapter 51

Formerly:

Executive Order
134

Bidder: _____

Part II: Disclosure

Following is the required disclosure of all Contributions made from October 15, 2004, through the date of signing of this Certification and Disclosure to: (i) any entity designated and organized as a "political organization" under 26 U.S.C.A. § 527 that is also defined as "continuing political committee" under N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1 or (ii) any candidate committee and/or election fund of any candidate for or current holder of the public office of Governor; and any State or county political party committee. Such an entity is identified in the following chart as a "Committee."

#1

Name and Address of Committee	Date of Contribution	Amount of Contribution	Type of Contribution i.e., Currency, Check, Loan, In Kind	Donor
Indicate "none" if no Contributions were made. Attach additional pages if necessary.				

Certification on behalf of a COMPANY or organization:

I certify as an officer or authorized representative of the Company or Organization identified below that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

#2

Name of Company or Organization: _____

Signed: _____ Title: _____

Print Name: _____ Date: _____

(check one) (A) The Company or Organization is the Bidder, or (B) The Company or Organization is a Principal (more than 10% ownership or control) of the Bidder, a Subsidiary controlled by the Bidder, or a Political Organization (eg, PAC) controlled by the Bidder.

Certification by an individual – for use by the individual Bidder, or as a Principal (more than 10% ownership or control) of the Bidder, or as the spouse or child of the Bidder:

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

#3

Signed: _____

Print Name: _____ Date: _____

Note: A person may certify BOTH as an officer or authorized representative of the Bidder, AND in his or her individual capacity, as a Principal of the Bidder.

Public Law 2005, Chapter 51

Instructions

Formerly:

134**Instructions for Completing "Contractor Certification and Disclosure of Political Contributions" Forms****Who Should Sign and Submit Certification and Disclosure Forms**

Public Law 2005, Chapter 51 requires submission of a Certification and Disclosure form from each Bidder with which the State intends to contract, as well as other related individuals or entities, depending upon the Bidder's organizational structure. The following provides a summary of the most common requirements:

Where the Bidder is a corporation or other business organization:

Submit separate Certification and Disclosure forms for each of the following:

- The Bidder, certified by an officer or other authorized representative; AND
- All "Principals" of the Bidder's Business Entity; namely, any individual or entity owning or controlling more than 10% of the Bidder's Business Entity; AND
- Any subsidiary controlled by the Bidder's Business Entity; AND
- Any Political Organization (as defined above, under "Business Entity") controlled by the Bidder's Business Entity.

Ownership Disclosure Forms

In order to determine whether all required "Principals" of the Bidder have submitted the necessary forms, the Bidder must submit a copy of an Ownership Disclosure form. This disclosure is required by statute – see N.J.S.A. 52:25-24.2. Generally, the contracting agency will provide the appropriate form to use for this purpose. Otherwise, please use the Ownership Disclosure form available at the Division of Purchase and Property's website, at: <http://www.state.nj.us/treasury/purchase/forms/pbodf.pdf>.

ONE FORM may be used to submit compliance documentation on behalf of the Bidder *and* as a Principal (more than 10% owner) of the Bidder, as long as appropriate representatives have signed both in the space provided for signature on behalf of the company, as an officer or other authorized representative, and in the space provided for individual signature.

Where the Bidder is an individual (including a sole proprietor), not a corporation or other business organization:

Unless separate Certification and Disclosure forms are submitted, one Certification and Disclosure will be deemed to encompass all of the following persons or organizations:

- The Bidder; AND
- Any spouse or children of legal age, residing in the same household; AND
- Any Political Organization (as defined above) controlled by the Bidder's Business Entity.

Public Law 2005, Chapter 51

Formerly:

**Executive Order
134****Instructions****Contractor Certification and
Disclosure of Political Contributions****Examples**

Scenario One: Two individuals each own 50% of the Bidder: Three signatures are required – one on behalf of the Bidder and one by each individual owner of more than 10% of the Bidder. **NOTE:** If one of the Principals (owners) signs on behalf of the Bidder, that Principal may also sign the same form, in his or her individual capacity. However, the other Principal must sign and submit a separate Certification and Disclosure form. Accordingly, either two or three separate Certification and Disclosure forms will be submitted.

Scenario Two: An individual owns 100% of a Bidder: Two signatures are required: the individual owner can submit one Certification and Disclosure form, provided he or she has signed in the space provided for signature on behalf of the Bidder ("ARROW #2"> "Certification on behalf of a company or organization") and in the space provided for individual signature ("ARROW #3"> "Certification by an individual...").

Scenario Three: Four individuals and one corporation each own 20% of the Bidder: six signatures are required – one by each individual and corporate owner of more than 10% of the Bidder, and one on behalf of the Bidder. **NOTE:** As in Scenario One, above, if one of the Principals (owners) signs on behalf of the Bidder, that Principal may also sign the same form, in his or her individual capacity.

Scenario Three: The Bidder is an individual, conducting business in his or her own name, or as a sole proprietorship: certification and disclosure by the Bidder applies to that person's spouse and/or legal age child living in the same household, unless separate certification and disclosure forms are submitted.

Additional scenarios are the subject of some of the Questions and Answers posted on the Division of Purchase and Property's website. Please refer to that site, at <http://www.state.nj.us/treasury/purchase/execorder134.htm> for additional information, or to submit questions regarding the completion of Political Contribution Compliance (EO 134) forms.

Continuing Disclosure Obligation

Pursuant to Public Law 2005, Chapter 51, all business entities which have been awarded a State contract on or after October 15, 2004, in an amount in excess of \$17,500, have a continuing obligation to disclose all Contributions made during the term of such contract.

Such disclosures are to be submitted by the business entity to the Agency or Agencies which awarded the applicable contract(s). The disclosures are to be made using the standard Certification and Disclosure form, which may be downloaded from the Division of Purchase and Property's website.

Public Law 2005, Chapter 51

Formerly:


 Executive Order
134
Instructions**Contractor Certification and
Disclosure of Political Contributions****Agency Submission of Forms**

The agency should submit the completed and signed Contractor Political Contribution Compliance (EO 134) and Ownership Disclosure forms, with an Executive Summary of Transaction form (available online at: http://www.state.nj.us/treasury/purchase/forms/eo134/dpp_134_esp.pdf), **completed by the agency**, to:

EO 134 Review Unit
 P.O. Box 039
 33 West State Street, 4th Floor
 Trenton, New Jersey 08625

The agency should keep the original forms in its file, and submit copies to the EO 134 Review Unit.

Questions & Answers

Questions regarding the interpretation or application of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13-20.25, superseding Executive Order 134) (2004)) may be submitted electronically through the website of the Department of the Treasury, Division of Purchase and Property, <http://www.state.nj.us/treasury/purchase/execorder134.htm>. Responses to questions are posted at the website, as are additional reference materials and forms.

Definitions:

“Chapter 51” -- means Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13-20.25, superseding Executive Order 134 (2004)).

“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. It also 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 26 U.S.C.A. § 527 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.

“Contribution” – means a contribution reportable by the 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. 19:25-10.1 et seq. Contributions made prior to January 1, 2005 in an amount in excess of \$400 during a reporting period are deemed “reportable” under these laws. As of January 1, 2005, contributions in excess of \$300 are deemed “reportable.”

References to “Bidder” include, but are not limited to, all entities which contemplate entering into a contractual relationship with the State, including vendors, potential vendors, contractors, consultants, sellers.

NOTICE TO ALL BIDDERS
SET-OFF FOR STATE TAX

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 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 by 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 _____

NAME _____

TITLE _____

DATE _____