



JAMES E. MCGREEVEY  
Governor

**State of New Jersey**  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PURCHASE BUREAU  
P.O. Box 230  
TRENTON, NJ 08625-0230

JOHN E. MCCORMAC, CPA  
State Treasurer

December 26, 2003

**TO:** All Potential Bidders

**RE:** RFP #: 04-X-35908  
RFP Title: Janitorial Services, New Jersey State House Complex

Enclosed please find a complete set of bid documents for the above referenced solicitation.

The following are the key dates for the project:

Date	Time	Event
<b>01/15/04</b>	9:00 AM	<b>Mandatory Site Inspection</b> (Refer to <a href="#">RFP Section 1.3.2</a> for more information)
<b>01/16/04</b>	9:00 AM	<b>Mandatory Pre-Bid Conference</b> (Refer to <a href="#">RFP Section 1.3.3</a> for more information)
<b>01/30/04</b>	2:00 PM	<b>Bid Submission Due Date</b> (Refer to <a href="#">RFP Section 1.3.4</a> for more information)

All questions concerning the RFP contents and the bidding process must be directed to the undersigned.

Sincerely,

Doreica Holt  
Procurement Specialist

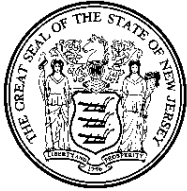
E-Mail Address: Doreica.holt@treas.state.nj.us  
Phone: 609 633-3907  
Fax: 609 292-5170

## **ATTENTION VENDORS**

If you are submitting a bid and are not on the Purchase Bureau's Vendor File, visit our website at <http://www.state.nj.us/treasury/purchase/forms/forms.htm/bidders> and either submit a bidders application online or download the application and instructions. If downloading, mail or fax the application to the Purchase Bureau and you will be placed on the bid list. Submitting your application online is preferable because it is easier and will get on the vendor file within a day or so.

If you're already on the Purchase Bureau bid list file and need to change your information, i.e. address change, etc., send a letter on company letterhead signed by a company officer to the Vendor Change Unit of the Purchase Bureau, 33 West State Street, PO Box 230, Trenton, New Jersey, 08625 or fax it to (609) 292-5170. The letter should list the outdated information as well as the corrections, specifying what is to be changed. Make sure you include the entire eleven -digit vendor identification number on the letter.

This does not apply to remit-to addresses. They must be processed through the OMB Vendor Control Unit. Their number is (609) 292-8124.



STATE OF NEW JERSEY
REQUEST FOR PROPOSAL

BID NUMBER: 04-X-35908

FOR: Janitorial Services, New Jersey
State House Complex

TERM CONTRACT #: T1255
REQUESTING AGENCY: 1026938

ESTIMATED AMOUNT: N/A
CONTRACT EFFECTIVE DATE: 02/01/04
CONTRACT EXPIRATION DATE: 01/31/07
COOPERATIVE PURCHASING: NO
SET ASIDE: SEE RFP SECTION 4.4.1.4

DIRECT QUESTIONS CONCERNING THIS RFP TO:
BUYER NAME: Doreica Holt
PHONE NUMBER: 609 633-3907
FAX NUMBER 609 292-5170
E-MAIL ADDRESS: Doreica.holt@treas.state.nj.us

TO BE COMPLETED BY BIDDER:

Firm Name: \_\_\_\_\_ Address: \_\_\_\_\_

PURSUANT TO N.J.S.A. 52:34 - 12 AND N.J.A.C. 17:12 - 2.2, PROPOSALS WHICH FAIL TO CONFORM WITH THE FOLLOWING REQUIREMENTS WILL BE AUTOMATICALLY REJECTED:

- 1) PROPOSALS MUST BE RECEIVED AT OR ON BEFORE THE PUBLIC OPENING TIME OF 2 PM ON 01/30/04 AT THE FOLLOWING PLACE: DEPARTMENT OF THE TREASURY, PURCHASE BUREAU, PO BOX-230, 33 WEST STATE STREET, 9TH FLOOR, TRENTON, NEW JERSEY 08625-0230. TELEPHONE, TELEFACSIMILE OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED.
2) THE BIDDER MUST SIGN THE PROPOSAL.
3) THE PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS, F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PRICE QUOTES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT.
4) ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.
5) ALL CORRECTIONS, WHITE-OUTS, ERASURES, RESTRIKING OF TYPE, OR OTHER FORMS OF ALTERATION, OR THE APPEARANCE OF ALTERATION, TO UNIT AND/OR TOTAL PRICES MUST BE INITIALED IN INK BY THE BIDDER.
6) THE BIDDER MUST SUBMIT WITH THE PROPOSAL BID SECURITY IN THE AMOUNT OF \$ NONE OR NONE %. CHECK THE TYPE OF BID SECURITY SUPPLIED: ANNUAL BID BOND ON FILE: \_\_\_\_\_ BID BOND ATTACHED: \_\_\_\_\_ CERTIFIED OR CASHIERS CHECK ATTACHED: \_\_\_\_\_ LETTER OF CREDIT ATTACHED: \_\_\_\_\_
7) THE BIDDER MUST COMPLETE AND SUBMIT, PRIOR TO THE SUBMISSION OF THE PROPOSAL, OR ACCOMPANYING THE PROPOSAL, THE ATTACHED OWNERSHIP DISCLOSURE FORM. (SEE N.J.S.A. 52:25-24.2). SEE ATTACHMENT 1
8) THE BIDDER MUST ATTEND THE MANDATORY PRE-BID CONFERENCE(S) AND SITE VISIT(S) AT THE FOLLOWING DATE(S) AND TIME(S): PRE-BID CONFERENCE SEE RFP SECTION 1.3.3 SITE INSPECTION SEE RFP SECTION 1.3.2

ADDITIONAL REQUIREMENTS

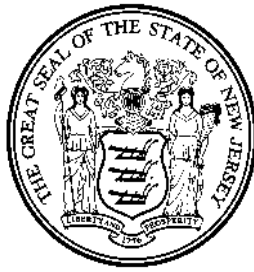
- 9) PERFORMANCE SECURITY: NONE OR NONE % 10) PAYMENT RETENTION 5 %
11) AN AFFIRMATION ACTION FORM (ATTACHMENT 3 OF RFP) 12) A MACBRIDE PRINCIPALS CERTIFICATION (ATTACHMENT 2 OF RFP)
13) REQUESTED DELIVERY: SEE DETAILS ELSEWHERE IN RFP
14) CERTIFICATION OR NOTIFICATION OF REGISTRATION WITH THE SECRETARY OF STATE IF A FOREIGN (NON-NJ) CORPORATION, IF NECESSARY (SEE N.J.S.A 14A:13-1 ET SEQ. AND N.J.A.C. 17:12-2.12).
15) FOR SET ASIDE CONTRACTS ONLY, N.J. DEPARTMENT OF COMMERCE REGISTRATION AS A SMALL, BUSINESS (SEE N.J.A.C. 17:13-1.1 et. seq.).

TO BE COMPLETED BY BIDDER

- 16) DELIVERY CAN BE MADE \_\_\_\_\_ DAYS OR \_\_\_\_\_ WEEKS AFTER RECEIPT OF ORDER.
17) CASH DISCOUNT TERMS (SEE RFP) \_\_\_\_\_%, \_\_\_\_\_ DAYS: NET \_\_\_\_\_ DAYS. 18) BIDDER PHONE NO: \_\_\_\_\_
19) BIDDER FAX NO. \_\_\_\_\_ 20) BIDDER E-MAIL ADDRESS. \_\_\_\_\_
21) BIDDER FEDERAL ID NO. \_\_\_\_\_ 22) YOUR BID REFERENCE NO. \_\_\_\_\_

SIGNATURE OF THE BIDDER ATTESTS THAT THE BIDDER HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS SET FORTH IN THE REQUEST FOR PROPOSAL, INCLUDING ALL ADDENDA. FURTHERMORE, SIGNATURE BY THE BIDDER SIGNIFIES THAT THE REQUEST FOR PROPOSAL AND THE RESPONSIVE PROPOSAL CONSTITUTES A CONTRACT IMMEDIATELY UPON NOTICE OF ACCEPTANCE OF THE PROPOSAL BY THE STATE OF NEW JERSEY FOR ANY OR ALL OF THE ITEMS BID, AND FOR THE LENGTH OF TIME INDICATED IN THE REQUEST FOR PROPOSAL. FAILURE TO ACCEPT THE CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE REQUEST FOR PROPOSAL, OR FAILURE TO HOLD PRICES OR TO MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN EITHER THE REQUEST FOR PROPOSAL OR THE PROPOSAL DURING THE TERM OF THE CONTRACT, SHALL CONSTITUTE A BREACH AND MAY RESULT IN SUSPENSION OR DEBARMENT FROM FURTHER STATE BIDDING. A DEFAULTING CONTRACTOR MAY ALSO BE LIABLE, AT THE OPTION OF THE STATE, FOR THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND THE PRICE BID BY AN ALTERNATE VENDOR OF THE GOODS OR SERVICES IN ADDITION TO OTHER REMEDIES AVAILABLE.

23) ORIGINAL SIGNATURE OF BIDDER 24) NAME OF FIRM
25) PRINT/TYPE NAME AND TITLE 26) DATE



**Bid Number: 04-X-35908**

**REQUEST FOR PROPOSAL FOR:**

**JANITORIAL SERVICES  
FOR THE  
NEW JERSEY STATE HOUSE COMPLEX**

Date Issued: October 26, 2003

Purchasing Agency

State of New Jersey  
Department of the Treasury  
Division of Purchase and Property  
Purchase Bureau  
PO Box 230  
33 West State Street  
Trenton, New Jersey 08625-0230

Using Agency

State of New Jersey  
Department of the Treasury  
Division of Property Management and Construction

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## 1.0 INFORMATION FOR BIDDERS

### 1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury (the "Division"), on behalf of the State of New Jersey.

The purpose of this RFP is to solicit bid proposals for the purpose of hiring a contractor to provide Janitorial Services for the New Jersey State House Capitol Complex under the jurisdiction of the Department of the Treasury, Division of Property Management and Construction (DPMC) and the State Capitol Joint Management Commission (JMC).

The required services and products are set forth in [RFP Section 3.0](#) (Scope of Work).

The intent of this RFP is to award a contract to that responsible bidder whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered. The bidder shall prove its ability to maintain a complex to the high standards within this RFP. No more than 850,000 sq. ft will be awarded to any one contractor for all State owned facilities managed by the Department of Treasury.

### 1.2 BACKGROUND

The New Jersey State House Capitol Complex includes the State House which is the second oldest State capitol in continuous use in the United States. Part of the building first opened in 1792, and is still in use today by the Governor's Office.

This complex, rich in detail includes scagliola (faux marble), faux wood grain painted on plaster, grained oak, gold leafing, bronzing, stained glass, marble, brass, decorative plaster and historic furnishings. Part museum, part office complex, all affairs of State are centered in the State Capitol Complex with over 18,000 visitors annually including political and social officials, foreign dignitaries and thousands of New Jersey school children. The building also serves as a backdrop for hundreds of photographs, press conferences, and public demonstrations, further increasing its overall use and visibility.

The State House Capital Complex is made up of five interconnected yet different building and a pedestrian tunnel. The buildings are the Executive State House, Legislative State House, Legislative Staff Building, Annex, and Garage.

The Executive State House houses the offices of the Executive Branch while the main hallways serve as the main tour of the Complex. The rotunda, recently renovated, is the centerpiece of the building and the main gathering area for the tours.

The Legislative State House has two Chambers, Assembly and Senate. They are located on the first and second floors. The chambers are typically used on Mondays and Thursdays for voting sessions.

There are four Caucus Rooms within the Legislative State House. The rooms are Senate Majority, Senate Minority, Assembly Majority and the Assembly Minority. The Legislators meet in these Caucus Rooms for occasional staff meetings and regularly on Mondays and Thursdays during September to July. Food is frequently consumed within these Caucus Rooms.

The Legislator's offices within the Legislative State House are typically used during the same days and time periods mentioned above. In addition, there are Legislative Staff members working daily in the Legislative State House. The Legislative State House has a small exhibit area on the third floor and special meeting rooms 103, 108, 109 and 209 that are used daily.

The Annex Building which has a combined use of full time staff offices, seasonal daily use of Legislator's offices and Committee Rooms, most frequently used on Mondays and Thursdays.

There are sixteen (16) Committee Rooms located in the Annex Building. They are typically used from September to July. These rooms are used daily.

The Garage is a combination of finished office space, Welcome Center and Cafeteria. The Welcome Center includes an exhibit area, training area and in the future, a gift shop. The Garage space is mostly a parking area for State employees and visitors. There are several security offices and booths located within the Garage. There are building management offices in the rear of the Garage and a full loading dock.

Special Note - The Cafeteria is part kitchen part dining area. The daily cleaning of the cafeteria is the responsibility of the Food Service contractor. However, the semiannual and annual cleaning tasks for the Cafeteria are covered under this contract and are paid by the State.

### 1.3 KEY EVENTS

#### 1.3.1 QUESTIONS AND INQUIRIES

It is the policy of the Division to accept questions and inquiries from all potential bidders receiving this RFP.

Written questions can be, e-mailed, faxed or mailed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

Attn: Doreica Holt  
State of New Jersey  
Division of Purchase and Property  
Purchase Bureau  
PO Box 230  
Trenton, New Jersey 08625-0230

E-Mail: [Doreica.holt@treas.state.nj.us](mailto:Doreica.holt@treas.state.nj.us)  
Phone Number: 609 633-3907  
Fax Number: 609 292-5170

#### 1.3.1.1 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

A Mandatory Pre-Bid Conference has been scheduled for this procurement; therefore, the cut-off date for submission of questions will be the date of the Mandatory Pre-Bid Conference. While all questions will be entertained at the Mandatory Pre-Bid Conference, it is strongly urged that questions be submitted in writing prior to the Mandatory Pre-Bid Conference. It is requested that bidders having long, complex or multiple part questions submit them in writing as far in advance of the Mandatory Pre-Bid Conference as possible. This request is made so that answers can be prepared by the State by the time of the Mandatory Pre-Bid Conference.

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

#### 1.3.1.2 QUESTION PROTOCOL

Questions must be submitted in writing to the attention of the assigned Purchase Bureau buyer. Written questions should be directly tied to the RFP by the writer. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Short procedural inquiries may be accepted by telephone by the Purchase Bureau buyer, however, oral explanations or instructions given over the telephone shall not be binding upon the State. Bidders shall not contact the Using Agency directly, in person, or by telephone, concerning this RFP.

#### 1.3.2 MANDATORY SITE VISIT

A Mandatory Site Visit has been scheduled for this procurement. The date, time and location are provided as follows:



<b>Date:</b>	<b>January 15, 2004</b>
<b>Time:</b>	<b>9:00 AM</b>
<b>Location:</b>	<b>New Jersey State House Capitol Complex</b> <b>125 West State Street</b> <b>Trenton, New Jersey 08625</b>  <b>NOTE: BIDDERS ARE NOT TO GO DIRECTLY TO THE SITE. THE BIDDERS ARE TO MEET AT THE PURCHASE BUREAU, 3RD FLOOR TRAINING ROOM AND REGISTER FOR THE SITE VISIT. ALL ATTENDEES MUST BE ACCOMPANIED BY AGENCY REPRESENTATIVES TO THE SITE.</b>

NOTICE TO ALL BIDDERS:

All Site Inspections are MANDATORY and have been scheduled. Bidders are to meet at the Purchase Bureau, 33 West State Street, 9th Floor Bid Room each day and will be escorted to the various sites by State representatives. Bidders must sign an attendance sheet before proceeding to the site visits. Bidders are NOT to proceed to any site unescorted.

Bidders are to meet at the Purchase Bureau, 33 West State Street, 9th Floor Bid Room at 8:30am and will depart from the Purchase Bureau at 9:00am.

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

**IMPORTANT NOTE:** No questions or inquiries regarding the substance of this RFP will be accepted or answered during the Mandatory Site Visit. All questions must be held and submitted in accordance with RFP Section 1.3.1.

**1.3.3 MANDATORY PRE-BID CONFERENCE**

A Mandatory Pre-Bid Conference has been scheduled for this procurement. The date, time and location are provided as follows:

<b>Date:</b>	<b>January 16, 2004</b>
<b>Time:</b>	<b>9:00 AM</b>
<b>Location:</b>	<b>DEPARTMENT OF THE TREASURY</b> <b>DIVISION OF PURCHASE AND PROPERTY</b> <b>PURCHASE BUREAU</b> <b>BID OPENING ROOM, 9TH FLOOR</b> <b>33 WEST STATE STREET</b> <b>TRENTON, NJ 08625-0230</b>  <b>Directions to the Pre-bid Conference can be found at the following website:</b> <a href="http://www.state.nj.us/treasury/purchase/faqdirs.htm">http://www.state.nj.us/treasury/purchase/faqdirs.htm</a>

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

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

Any revisions to the RFP resulting from the Mandatory Pre-Bid Conference will be formalized and distributed to attendees as a written addendum to the RFP. Answers to deferred questions will also be distributed to attendees as a written addendum to this RFP.

### 1.3.4 SUBMISSION OF BID PROPOSAL

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

<b>DATE:</b>	January 30, 2004
<b>TIME:</b>	2:00 PM
<b>LOCATION:</b>	<b>BID RECEIVING ROOM - 9TH FLOOR PURCHASE BUREAU DIVISION OF PURCHASE AND PROPERTY DEPARTMENT OF THE TREASURY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NJ 08625-0230</b>  <b>Directions to the Purchase Bureau can be found on the following website:</b> <a href="http://www.state.nj.us/treasury/purchase/faqdirs.htm">http://www.state.nj.us/treasury/purchase/faqdirs.htm</a>

### 1.3.5 DOCUMENT REVIEW ROOM

Not applicable to this procurement.

### 1.4 ADDITIONAL INFORMATION

#### 1.4.1 REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum.

**ALL RFP ADDENDA WILL BE ISSUED ON THE PURCHASE BUREAU WEB SITE. TO ACCESS ADDENDA THE BIDDER MUST SELECT THE BID NUMBER ON THE PURCHASE BUREAU BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:**

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

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

**Bidders are solely responsible to be knowledgeable of all addenda related to this procurement.**

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any RFP addendum will be distributed as follows:

A Mandatory Pre-Bid Conference has been scheduled for this procurement. Any addenda issued before the Mandatory Pre-Bid Conference will be distributed to all bidders who were sent the initial RFP. Any addendum issued at the time of or after the Mandatory Pre-Bid Conference will be distributed only to those bidders represented and properly registered at the Mandatory Pre-Bid Conference.

#### 1.4.2 ADDENDUM AS A PART OF THIS RFP

Any addenda to this RFP shall become part of this RFP and part of any contract resulting from this RFP.

### **1.4.3 ISSUING OFFICE**

This RFP is issued by the Purchase Bureau, Division of Purchase and Property. The buyer noted in Section 1.3.1 is the sole point of contact between the bidder and the State for purposes of this RFP.

### **1.4.4 BIDDER RESPONSIBILITY**

The bidder assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after bids are opened because of a bidder's failure to be knowledgeable of all the requirements of this RFP. By submitting a bid proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.

### **1.4.5 COST LIABILITY**

The State assumes no responsibility and bears no liability for costs incurred by bidders before the award of the contract resulting from this RFP.

### **1.4.6 CONTENTS OF BID PROPOSAL**

The entire content of every bid proposal will be publicly opened and becomes a public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal.

All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment with the Purchase Bureau buyer to inspect bid proposals received in response to this RFP.

### **1.4.7 PRICE ALTERATION**

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to do so may preclude an award being made to the bidder.

### **1.4.8 JOINT VENTURE**

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

## 2.0 DEFINITIONS

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

### 2.1 STANDARD DEFINITIONS

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

**Amendment** – A change in the scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Director, Division of Purchase and Property.

**Bidder** - An individual or business entity submitting a bid proposal in response to this RFP.

**Contract** - This RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP, as accepted by the State.

**Contractor** - The contractor is the bidder awarded a contract.

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

**Division** - The Division of Purchase and Property

**Evaluation Committee** - A committee established by the Director to review and evaluate bid proposals submitted in response to this RFP and to recommend a contract award to the Director.

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

**Project** - The undertaking or services that are the subject of this RFP.

**Request for Proposal (RFP)** – This document which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of the using Agencies as identified herein.

**Shall or Must** – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal as materially non-responsive.

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

**State Contract Manager** – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work.

**Subtasks** – Detailed activities that comprise the actual performance of a task.

**State** - State of New Jersey.

**Task** – A discrete unit of work to be performed.

**Using Agency or Agency** - The entity for which the Division has issued this RFP and will enter into a contract.

**Work Day (Business Day)** -Monday through Friday, excluding official State Holidays.

### 2.2 CONTRACT SPECIFIC DEFINITIONS

**All Inclusive Loaded Rates** - Any rate which includes all direct and indirect costs including, but not limited to overhead, fee or profit, clerical support, travel expenses, safety equipment, materials, supplies, labor, supervision, managerial support and all documents, forms and reproductions thereof. All inclusive loaded rates must also include portal to portal expenses. Time spent in traveling to and from the work site or the

employee's normal workstation should **NOT** be included in any estimates. Contractor's personnel shall **NOT** be paid for time spent commuting or traveling to the work site, or for meals, lunch, dinner or other breaks.

**Contractor's Term Contract Manager** - Contractor's employee as stated in this RFP.

**DPMC** - The Division of Property Management and Construction located within the State of New Jersey, Department of Treasury.

**Firm Fixed Price** - Any price or cost bid which is not subject to increase during the period specified. The all inclusive loaded firm fixed price is a price which includes all direct and indirect costs including, but not limited to overhead, fee or profit, clerical support, travel expenses, safety equipment, materials, supplies, labor, supervision, managerial support and all documents, forms, and reproductions thereof. The all-inclusive loaded firm fixed price must also include portal to portal expenses. Time spent in traveling to and from the work site or the employee's normal workstation shall **NOT** be included in any estimates. Contractor's personnel shall NOT be paid for time spent commuting or traveling to the work site, or for meals, lunch, dinner or other breaks.

**Principal Crew Chief** - Contractor's employee as stated in this RFP.

**Services** - For purposes of this RFP, the definition of services shall be expended to include not only time, labor and effort, but also all materials, supplies, equipment or other tangible items necessary to satisfactorily complete the scope of work required by the State for this RFP.

**State Building Manager** - The individual assigned by DPMC to oversee the particular owned building.

**Working Supervisor** - Contractor's employee.

### 3.0 SCOPE OF WORK

#### 3.1 DESCRIPTIONS

##### 3.1.1 JANITORIAL CONTRACTOR

The contractor will have direct responsibility for the completion of all cleaning tasks within the RFP and the quality of janitorial services at the State House Complex. The contractor may provide janitorial services directly with ITS own staff or may subcontract these services to qualified firms after obtaining express written authorization from the State Contract Manager.

##### 3.1.2 CONTRACTOR RESPONSIBILITY

The contractor is solely responsible for the provision of all management personnel, supervisors, labor, equipment, materials and supplies necessary to complete the required work.

##### 3.1.3 EXTERIOR (TO BE CLEAN)

The State House Complex comprises of all buildings and property from the street curb of 125 West State Street to the north, fence along Route 29 to the south, stone wall of the Thomas Edison College complex and fence of the Old Barracks to the east, and the Library to the west.

All signs, posts, light fixtures, railings, benches, trash cans, ash urns, fountains, grounds, sidewalks, walkways, stairways, stoops, ramps and paths between buildings and from the buildings to the street curbs.

**EXCLUSIONS:** Landscape services such as grass mowing and trimming, mulching, weeding and tree trimming are specifically excluded from this contract.

##### 3.1.4 OFFICE SPACE - GENERAL & FINISHED GARAGE SPACE (TO BE CLEAN)

All offices, hallways, foyers, stairways, closets, meeting rooms, conference rooms, Chambers, rotunda, lounges, copy rooms, dark rooms, mechanical rooms, electrical rooms, recycle rooms, storage rooms, security rooms, security booths including all finished Garage space that has painted walls and tile, carpet or other finished floor. This includes Security Rooms, Security Booths, Loading Dock Office, elevator lobbies, elevators, foyers, entrances, exits, and stairwells. This includes all levels and all floors of all buildings listed in Section 3.2, General Site Information.

##### 3.1.5 OFFICE SPACE - KITCHEN AND COUNTER/SERVING AREAS (TO BE CLEAN)

All lunch rooms, kitchens, counter areas and meeting areas where food is served on a regular basis.

##### 3.1.6 OFFICE SPACE - REST ROOMS AND LOCKERS (TO BE CLEAN)

All rest rooms, locker rooms, shower area and gyms.

##### 3.1.7 UNFINISHED GARAGE SPACE (TO BE CLEAN)

Areas with concrete floors used to drive or park cars, load and unload deliveries and store materials. Usually areas not occupied by tenants or employees.

#### 3.2 GENERAL SITE INFORMATION

New Jersey State House Capitol Complex buildings have interior square footage of approximately 803,502 SF.

Executive State House	
Basement	32,612
First Floor	26,472

Second Floor	26,472
Third Floor	22,512
Fourth Floor	6,404
TOTAL	114,472

Legislative State House

Basement	25,200
First Floor	25,200
Second Floor	25,200
Third Floor	7,920
TOTAL	83,520

Legislative Staff Building

Level A	15,600
Level B	15,600
TOTAL	31,200

Pedestrian Tunnel

Basement	1,312
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Annex

Basement	30,944
First Floor	30,944
Second Floor	30,944
Third Floor	30,944
Fourth Floor	30,944
TOTAL	154,720

Garage

Level 1	106,482
Level 2	163,239
Level 3	148,557
TOTAL	418,278

Garage space defined

Finished space	4,500
Unfinished space	413,778
TOTAL	418,278

Stacy Park

Stacy Park is the grass area between the Executive State House and Thomas Edison State College back to the War Memorial and Route 29.

Plaza

The Plaza is approximately 150,000 gross square footage of park like setting. This contract includes the cleaning of the one elevator lobby plus all walkways, benches, trash bins and ash urns on the Plaza.

There are approximately 28 public rest rooms, 43 private rest rooms, 8 locker areas and 10 shower areas.

The State makes no representations, guarantees or warranties that the square foot measurements or other information as appears above are accurate or complete. They are the State's best estimate. Bidders can verify the estimates at their own expense. Accordingly, the State shall not create or be deemed to create any obligation or liability upon itself with the bidder(s) for any reason whatsoever and each bidder, by submitting a bid proposal to this RFP, expressly agrees to this understanding and shall not hold the State

liable or responsible therefore. No price adjustments can or will be made by the State as a result of any bidder's lack of information or awareness of the actual square footage to be cleaned under this contract.

### 3.3 GENERAL CONTRACTOR'S REQUIREMENTS

#### 3.3.1 GENERAL

- 3.3.1.1 The contractor must perform all tasks in strict accordance with the tasks and frequency descriptions as noted in Section 3.4.
- 3.3.1.2 All tasks must be performed in accordance with all applicable RFP requirements. Failure to satisfactorily perform any tasks in accordance with the RFP provisions and or at the frequency specified will subject the contractor to the formal complaint process and possible cancellation of the contract.

#### 3.3.2 SECURITY REQUIREMENTS

- 3.3.2.1 The State reserves the right to ban any person from entering State facilities during hours that the facility is closed for normal business. Any cleaning personnel banned from a State facility shall be banned from all State facilities.
- 3.3.2.2 The contractor must gang clean, meaning clean all offices and surrounding areas in their entirety so offices can be locked for security reasons. The cleaners must complete multiple tasks such as the emptying of waste baskets, dusting, polishing and vacuuming. If tasks are done by separate individuals, they must immediately follow each other so the main office doors can be secured before moving on to another office area. The main hallways, stairwells, public meeting rooms & restrooms accessible from the main halls that are outside of the main office doors are not to be considered in the office area referenced above for security/locking purposes.
- 3.3.2.3 The contractor's working supervisor shall be present on any State occupied floor that has janitorial cleaning personnel present. This supervisor shall continually monitor personnel to make certain that the cleaning personnel do not enter, tamper, disturb, sit at, or remove, any items from desk drawers, desktops, cabinets, shelves, files, or any area that janitorial personnel are not specifically assigned to clean. This supervisor shall also make certain that cleaning personnel do not use telephones or office equipment that are not specifically provided for their use. The contractor's working supervisor must report any violations of these provisions to the State police within twenty-four (24) hours of the discovery. The report shall include the name of the person implicated, a detailed account of the incident, where the incident occurred, and the name of the supervisor. Any recovered items suspected of being stolen from the State shall be submitted with the report. The working supervisor and crew staff shall actively and directly monitor and supervise the work of the janitorial staff to assure that all prescribed tasks are completed in an acceptable manner.
- 3.3.2.4 The contractor shall be responsible for thefts, damage or telephone calls that are proven to be attributed to the contractor's personnel.
- 3.3.2.5 The contractor's personnel shall take their breaks in the cafeteria or assigned break area only. No food or drink shall be consumed in any State work area by cleaning personnel.
- 3.3.2.6 All contractor's personnel assigned to State facilities shall wear a uniform supplied by the contractor bearing the contractor's logo or other company identification. The uniform shall consist of a shirt and trousers or smocks or overalls and must be worn on the job at all times. All contractor's personnel assigned to a facility shall wear uniforms of the same color and design. The company's name must be visible at all times. Supervisors shall be clearly identifiable by the word "supervisor" displayed on their shirt, smock or overalls or other identifying factor agreed upon by the State.
- 3.3.2.7 All contractor's personnel shall wear a laminated picture identification issued by the contractor on their left breast area on their uniform. The identification shall clearly display the individual's first and last names, printed in block letters underneath the picture. The contractor's logo shall also appear on the



picture side of the card. The individual's date of birth, identification number, and signature shall be included on the back of the identification card.

- 3.3.2.8 The contractor's personnel arriving for work shall not carry purses, packages, or any containers that could be used to conceal any State property beyond the confines of the break area and rest rooms. A working supervisor shall, in the presence of the State security guard, examine all items removed from the facility by the contractor's personnel upon request.
- 3.3.2.9 Access to floors in State facilities shall be controlled by the State security guard assigned to the facility. The contractor's personnel shall not prop open any doors, or otherwise compromise fire safety or security, to facilitate entry and egress for any purpose.
- 3.3.2.10 Applications for employment for cleaning positions shall not be accepted, and prospective employee interviews shall not be conducted in State facilities.
- 3.3.2.11 The State reserves the right to terminate the contract with the contractor at any time due to breaches in security caused by the contractor's personnel.
- 3.3.2.12 The contractor's personnel or its subcontractor must observe all regulations in effect at the State agency, including security sign-in/sign-out procedures. While on State property, employees are subject to the control of the State. However, under no circumstances will the contractor or its personnel represent themselves as employees of the State.
- 3.3.2.13 The contractor must develop and maintain an ongoing and current written list of all contractor's personnel used on the contract. This list must be updated and supplied in writing to the State's Contract Manager at least twenty-four (24) hours before a new employee reports for work at the State Complexes. This list must include a current active list of the "pool" of back-up employees required under the various staffing requirements of this RFP. It must include the employee's full name, date of birth and social security number. When new personnel are assigned, this information must be given to the State Contract Manager immediately and clearly identified as an update to the initial list. The contractor shall undertake and receive the results of the criminal history record background check for all cleaning personnel prior to submitting the updated list to the State Contract Manager for approval and therefore, before assigning the employee to work in the New Jersey State Complexes.
- 3.3.2.14 The contractor shall provide sign-in time sheets for each site at the area designated by the State. The designated area shall be a security guard station. Under the direction of a Joint Management Commission (JMC) security guard and/or State trooper, employees shall sign-in every time they enter the building and sign out each time they leave. These sign-in/sign-out sheet will be compared against the monthly invoice to verify payment. The contractor will be provided with copies of the sign-in sheets at the end of each shift. Failure to adhere to this requirement could result in forfeiture of payment of services rendered. The State may require the contractor to install mechanical time clocks at this location and shall be responsible for maintenance, operation and installation of equipment and cards.

### 3.3.3 SECURITY CLEARANCES

- 3.3.3.1 As a condition of employment at the State Complex and for purposes of determining a person's qualifications for employment, the contractor shall undertake a criminal history record background check for all cleaning personnel assigned to work at the Complex pursuant to regulations promulgated under N.J.A.C. 13:59-1.1 et seq.
- 3.3.3.2 The contractor shall submit to the New Jersey State Police Bureau of Identification (SBI) an "application" fingerprint card, a request for criminal history record information form (SBI-212B), and the appropriate fee for all cleaning personnel it may assign to work at all State Complexes. The contractor shall not permit any newly hired, re-hired or transferred cleaning personnel to work in a facility until the SBI has furnished the results of the criminal history record background check to the contractor.

- 3.3.3.3 The contractor will be required to retain the results of an individual's criminal history background check as long as that person is assigned to the State House Complex. The results of the criminal history background check will be made available to the State Contract Manager by the contractor upon request.

If the contractor has had a State Police background, criminal and fingerprinting check performed for the employee that meets the exact criteria specified above, then the check may be accepted by the State Contract Manager. Any such reference check must have been during the period of this contract or no later than six months from the contract begin date.

- 3.3.3.4 Any contractor's employee reporting to work without a uniform and company identification badge will not be permitted to remain in the building. Any such employee will not be considered to be in attendance for purposes of meeting the mandatory minimum total cleaning hours. The contractor is responsible for replacement of the employee as soon as possible or within one (1) hour from the required "pool" of employees with pre-approved security clearances.
- 3.3.3.5 The contractor is fully responsible for the conduct of its employees on State premises. If there is any need for intervention by the State security force or other State supervisory personnel because of behavior, security breaches or general misconduct, the contractor shall immediately remove the employee from the premises and replace this employee on a permanent basis. Further occurrences will result in termination of the contract. All security procedures established by the State must be observed by the contractor and contractor's personnel.

### 3.3.4 CLEANING RELATED REQUIREMENTS

- 3.3.4.1 The manufacturers Recommended Maintenance Materials and Instructions and methods are to be used for all cleaning in the complex. Using Agency will provide information to the bidders at the mandatory pre-bid conference.
- 3.3.4.2 All areas are to be considered equally as office type space. The only exceptions are Unfinished Garage space and the Exterior space. This means that an office in the Basement of the Legislative State House or the Basement of the Annex is equally as important and shall be cleaned using the same quality standard as offices on the 1st and 2nd floors of those buildings.
- 3.3.4.3 The contractor must furnish all necessary supervision, labor, equipment, materials and supplies required to provide janitorial services as described in the RFP. All equipment shall be in good working condition and replaced or upgraded as required.

### 3.3.5 JANITORIAL SUPPLIES

The contractor must supply all janitorial supplies, including all paper products, toilet tissue, hand towels, sanitary napkins, tampons, hand soap, plastic wastebasket and trash can liners, toilet seat covers, sanitary napkin liners, sanitary napkin/tampon dispensers, and toilet seat cover dispensers. Contractor must supply and maintain all dispensers in good working order.

Contractor will provide a high quality of janitorial supplies to the buildings. The use of the following products are recommended:

- Jumbo Jr. Toilet Paper Rolls
- Nibroc C-Fold Towels
- Purelin Georgia - Pacific C-Fold Towels
- Scott 2-Ply Tissues
- SSS 2-Ply Tissues
- Butcher Hand Lotion Soap
- Custodial Products Creamy Hand Soap
- Waste basket liners various sizes
- Taski and Azrock floor products as stated in Recommended Maintenance Instructions
- Bently, Nylac, Mills Technique and Taski carpet products and Union, mix fiber brush (no nylon or other harsh brushed) as stated in Recommended Maintenance for carpet

- Scotts Liquid gold & special Guardsman polishes and Pure corporation's
- Re-Neu surface conditioner products
- Dupont, Simonie, Glamorene, Blue Luster and Johnson wax products for Annex Brenner furniture per Recommended Maintenance Instructions
- Castile or Ivory flake for cleaning of vinyl products
- Soft clean clothes for special coated finishes

### 3.3.6 RECYCLED PAPER PRODUCT

In accordance with NJ Statewide Mandatory Source Separation and Recycling Act, P.L. 1987, Chapter 102, N.J.S.A. 52:34-21 et seq. and N.J.S.A. 13:1e-99.27a(3), the required recycled content is:

A minimum of 50% secondary waste material  
 A minimum of 25% post consumer waste

#### 3.3.6.1 RECYCLED PAPER DEFINITIONS

- 3.3.6.2 "Recycled Paper" means any paper having total weight consisting of not less than 50% secondary waste material.
- 3.3.6.3 "Secondary Waste Paper Material" means paper waste generated after the completion of a paper making process, such as post consumer waste material, envelope cuttings, bindery trimmings, printing waste, cutting and other covering waste, butt rolls, and mill wrappers; except that secondary waste paper material shall not include fibrous recovered from waste water or trimmings of paper machine rolls, fibrous by products of harvesting, extractive or woodcutting processes or forest residue such as bark, or mill broke.
- 3.3.6.4 "Post Consumer Waste Paper" means any paper product generated by a business or consumer which has served it's intended end use and which has been separated from solid waste for the purpose of collection, recycling and disposition of which does not include secondary waste material.
- 3.3.6.5 In the event contractor desires to use a different brand, it must be equal or better than products listed and must be specifically approved by the State Contract Manager.

### 3.3.7 OTHER SERVICES AND PRODUCTS

- 3.3.7.1 The contractor must provide plastic trashcan liners of various sizes. Example - Office size wastebaskets .1 mil or greater thickness. Large containers .6 mil or greater thickness. Liners must be of such quality as not to leak. If trash liners leak when being emptied and cause stains to the rug, it is the contractors responsibility to shampoo and/or clean the area immediately.
- 3.3.7.2 The contractor must supply all required sanitary napkins and tampons, and maintain dispensers in good working order. The contractor will be entitled to any revenues generated from the dispensing of sanitary napkins and/or tampons. Prices charged for dispensing must be consistent with prevailing market rates. Costs to modify equipment due to price changes will be at the contractor's expense.
- 3.3.7.3 Floor mats will be furnished by the State on an as needed basis. Bidders should furnish a price for replacement mats. Most facilities have floor mats to be used for inclement weather. Contractor is responsible for installing these mats and removing them as the situation dictates. These items will be billed per section 3.3.5 of this RFP (Attachment 1, Item No. 1).
- 3.3.7.4 Recycling: Contractor must empty recycling container(s) in the proper recycling hamper(s) or storage bin(s). Newspapers must be separated and placed in designated containers. Cardboard boxes are to be flattened and placed in designated containers. Contractor must empty commingled (cans & bottles) recyclables in designated containers. Containers shall be moved to the locked recycle room at the loading dock. This locked door shall not be propped open by the contractor. Contractor will be provided access to the room.

3.3.7.5 Collected trash and recycling containers will not be allowed to accumulate in public areas of the building.

### 3.3.7.6 LIGHT BULBS

The contractor must replace all burnt out light bulbs and fluorescent tubes throughout the complex every day as needed. If the fixture is not operational after a tube or bulb replacement, the contractor will tag the fixture and notify the State Contract Manager in writing of the location of each fixture using the State's form. These light bulbs and fluorescent tubes will be purchased and supplied by the State. The cost of installation will be included in the contractor's daily rate. The contractor is responsible to provide equipment such as a ladder for their employee to reach fixtures. All of the burnt out light bulb replacement shall be done during the night shift. However, contractor must have two employees capable of climbing ladder on site at 7:00am each morning to replace bulbs that burn out in critical areas during the day shift. Contractor must provide a ladder for these individuals to reach all fixtures.

3.3.7.7 Special events and, on occasion, major special events will occur in buildings. These events will have minimal impact on the housekeeping services and are to be included when pricing daily services for supplies.

### 3.3.8 LEVEL OF CLEANLINESS FOR ALL TASKS

3.3.8.1 The contractor must provide cleaning as thoroughly and frequently as specified to meet the high quality standard in this RFP. Performance ratings will be based on actual results. The contractor must supply the mandatory hours specified in order to properly, satisfactorily and completely provide all services, at the quality levels specified, as required throughout this RFP. Failure to meet the level of cleanliness standards leads to the filing of formal complaints and possibly, cancellation of the contract.

3.3.8.2 The level of cleanliness must meet the minimum acceptable standards as indicated below:

Clean, Dust or Damp Wipe: Free of dust, dirt, wax build up, smudges, marks, spots, stains, or film. Thoroughly cleaned and dusted from the complete surface from corner to corner and including corners, edges, sides, top, bottom of the surfaces, molding, crevices, ledges and any hardware attached. Free from spots, smudges, stains, watermarks and rings. No dust streaks. Damp wiping must be dried to provide a uniform appearance.

Wipe Dry: Drying with a suitable cloth, free of smudges, scuffs, marks, streaks and film, buffed for a uniform polished appearance.

Sweeping and Damp Mopping: All floors shall be cleaned and free of dirt from corner to corner, edges and ledges, under the desks, chairs, trash bins, mats, signs, tables and behind doors. No dirt shall be left behind or next to radiators, on landings, on stair treads or on carpet and flooring adjacent to the area being swept and/or mopped.

There shall be no trash or foreign matter under floor mats, desks, tables, chairs or receptacles. Gum, scuffs and other matter are to be removed by spot cleaning.

Sweeping and Scrubbing: The floors, stairs and landing shall be properly prepared, thoroughly swept, from corner to corner, edges and ledges, under the desks, chairs, trash bins, mats, signs, tables and behind doors. Clean and free of dirt and debris, no water streaks, no mop marks, no gum, tar or other substances on the floor surface. Scrubbing shall be performed by machine. Edges, corners, and stair treads must be clean and free of dirt, debris and build up, hand scrubbing may be required. Stair treads must be free of any wax, and treads cannot be slippery. Properly rinsed and dry mopped to present an overall appearance of cleanliness. Special attention shall be given to floors in restrooms near urinals and commodes for elimination of odors and stains.

Vacuum: Thoroughly clean dust and dirt from carpet or fabric partitions, from corner to corner, edges and ledges, under the desks, chairs, trash bins, mats, signs, tables and behind doors. Back pack vacuums shall be used to clean corners, edges and hard to reach areas. Appearance shall be uniformly clean. Removing wear patterns from carpet with nap by repeatedly passing the area using an upright commercial HEPA vacuum with beater bars and brushes.

**Metal Polishing:** Metal polishing may be performed by damp-wiping and drying with a suitable cloth, free of smudges, scuffs, marks, streaks and film, buffed for a uniform polished appearance. However, if a uniform polished appearance is not produced, the appropriate metal polish must be used for the type of metal surface based on the manufacturer's recommendations as supplied by the Using Agency. If no manufacturer's recommendations are supplied, contractor shall follow the industry standards.

**Shower Stalls, Sinks, Urinals and Toilets:** Inside of stalls, bowls and urinals, outside, top, bottom (underside) and sides of fixtures including all hardware shall be clean and free of dirt, mold, mildew, streaks, stains or any build up of matter. Free of odor.

**Window Washing and Glass Cleaning:** All glass shall be clean and free of dirt, grime, streaks, tape, sticky substance, cobwebs, excessive moisture, smudges and prints. Glass shall not be cloudy. Surrounding walls, woodwork and trim shall be thoroughly wiped free of drippings and other watermarks.

**Spot Cleaning:** All walls, floors, carpet, furniture, fabric and metal partitions are to be free of marks, stains, spots, spills, smudges, gum, tar and other foreign matter. Cleaned area must blend into surrounding area.

**Floor Buffing:** Floor shall be thoroughly clean and free of all dirt, debris, spills, spots, stains, scuff marks, gum, tar, and other foreign matter. Floor should be buffed to a uniform shine.

**Floor Finish:** Floor shall be thoroughly clean and free of all dirt, debris, spills, spots, stains, old finish and old finish build up, gum tar and other foreign matter. No build up in corners or along edges and baseboards. All edges and baseboards must be clean of any dirt or finish residue. No streaks, no film or powder residue on floor surface. Floor should have a uniform shine.

**Washing/Cleaning Blinds:** All blinds are to be free of all dirt, debris, smudges, stains and streaks. Cords and ropes are to be clean and free of all dirt, debris, smudges and stains. Contractor shall follow manufacture's instructions for wood, metal and vinyl blinds.

**Carpet Shampooing:** Carpet must be thoroughly clean of dust and dirt from corner to corner, edges and ledges, under desks, chairs, trash bins, mats, signs, tables and behind doors. Free from dirt and stains. No evidence of shampoo residue by touching the carpet.

If shampooing is performed during summer months and the humidity is over 60%, the contractor shall use fans and dehumidifiers to reduce the humidity in the areas being shampooed.

**Ceiling Diffusers:** Thoroughly vacuum with HEPA vacuum and wet wipe to remove all debris, then dry with clean cloth.

### 3.3.9 TASKS NOT INCLUDED

Maintenance tasks that are not part of the scope of work in this RFP include the following:

- Cleaning acoustical ceiling tiles and tile tracks
- Cleaning of electronic and electric office equipment (dust with feather duster only)
- Maintenance of office plants and trees.
- Cleaning of laboratory equipment in experiment rooms.

The State reserves the right to, from time to time, hire contractors to perform work. The contractor must cooperate with other contractors.

### 3.3.10 ADDITIONAL SPACE/DELETE SPACE

During the course of the contract, the State reserves the right to add Janitorial Services similar in scope to this RFP. Any such additions will be in accordance with all terms, condition, specifications, unit cost per square foot and loaded hourly rates per year contained in the contractor's bid proposal. There will not be an overall limit to the combined total square feet of cleaning space to be added to this contract during the term of the contract. The contractor must accept any and all additional individual locations up to 100,000 square feet.

### 3.3.10.1 LEAD TIME

The State Contract Manager will provide five (5) working days as the minimum lead time for adding locations up to 100,000 square feet.

3.3.10.2 Upon thirty (30) days notice, the Director and State Contract Manager may terminate specific locations and/or sites for reasons including but not limited to vacating of premises in part or whole, renovations or like conditions.

3.3.10.3 The State Contract Manager will advise the contractor of any change in the status of location involved in the contract as they occur.

3.3.10.4 A listing of locations is included in Section 3.2 General Site Information.

3.3.10.5 Square footage of all sites will be based on square footage of record at the DPMC. The State reserves the right to delete any space within a location from this contract on a temporary or permanent basis for any reason including but not limited to, unusable space, unforeseen events such as renovation, construction, vacancy, etc. Such deletions will be substantiated from the total square footage of record.

3.3.10.6 As for deleting square footage, those areas covered under the regular daily cleaning of this contract would be calculated based on one (1) hours of cleaning for 2,500SF of office space, one (1) hour for 5,000SF of warehouse space and one (1) hour for 50,000SF of garage space. Thereby, the hours for the total complex would be reduced by the amount of square feet being deleted using the calculation mention above.

For example Executive State House 114,472 SF divided by 2,500SF per hour equals 46 daily hours of cleaning. If the Executive State House was deleted from the contract, the daily mandatory hours would be reduced by 46.

### 3.3.10.7 ADDING SQUARE FOOTAGE OTHER THAN THOSE AREAS SPECIFICALLY COVERED IN REGULAR DAILY CLEANING OF THIS CONTRACT.

The State specifically reserves the right to add square footage to this contract as required to meet the needs of the State. No guarantee of any minimum or maximum amount of square feet to be cleaned can or will be made.

The State's Contract Manager shall direct the contractor, in writing, when such additions are required.

The square footage shall be added in accordance with all inclusive, firm, fixed prices for one (1) square foot space provided by the contractor in his bid proposal using price lines.

The State shall add the costs for square footage added or deleted to the contractor's bid prices for price lines. The contractor shall be paid for any square footage added in the manner provided for daily, semiannual or annual cleaning tasks.

All provisions of this RFP including but not limited to staffing, inspections, billing and payment, retainage, etc. shall apply to any square feet added.

The single rate(s) provided for Daily, Semiannual and Annual Tasks will be used for all additions regardless of type of space. See lead time under Contractor Personnel and Responsibilities Section 3.3.10.1.

## 3.4 REGULARLY SCHEDULED

### 3.4.1 DAILY TASKS

#### 3.4.1.1 DAILY TASKS DEFINED

## Exterior

### Frequency - Daily (every day)

1. Sweep all concrete and pavers from all exterior doors to curb and all steps, fountains, walkways, platforms or concrete areas between buildings.
2. Empty all trash receptacles and ash urns. Replace trash liners. Damp wipe receptacles. Wash trash receptacles and ash urns as needed to ensure no odor and clean appearance.
3. Wipe clean all signs, railings and light fixtures of dirt and cobwebs. Damp wipe as needed.
4. Pick up all litter. This includes any small parking area along the building and up to the street curb.
5. Damp wipe park benches.
6. Remove all cobwebs from ground level exterior windows and doors with a back pack vacuum cleaner.
7. Clean all debris from fire exit stairwells, top of exterior drains and window wells.

## Unfinished Garage Space

### Frequency - Daily

1. Check light bulbs in all fixtures, change if needed. Clean light shields when changing bulbs.
2. Empty and damp wipe the exterior of trash receptacle. Wash as needed to ensure no odor and clean appearance.
3. Clean all glass and windows. Spot clean all doors under 70 ".
4. Sweep from entrance to curb all exterior walkways and ramps.
5. Spread compound (supplied by the using agency) on all grease stains, following manufacturer's directions. Sweep or vacuum as directed by product instructions.
6. Remove all cobwebs from light fixtures along the pedestrian walk way, door ways, walls and openings with a backpack vacuum cleaner.
7. Recycle room to loading dock area must be dry vacuumed due to smoke detector activation from high dust when sweeping.
8. Clean area around compactor after Complex trash removal is completed. Wash down and clean dock immediately if spills occur during the dumping of trash. Wash area around dumpster daily during warm weather.
9. Machine sweep one full level of the Garage each of the following days, Level 1 in the evening on Tuesdays, Level 2 in the evening on Wednesdays and Level 3 in the evening on Fridays. The entire garage shall be completed each and every week. Special attention must be given to all expansion joints within the garage to remove all dirt and debris. The expansion joints shall be broom swept or cleaned with a backpack vacuum.
10. Remove debris from all floors and ledges on all levels. Walk through the entire garage every evening and remove all debris.

## Rest Rooms, Showers and Locker Rooms

### Frequency - Daily

1. Scour and scrub the entire seat, toilet and urinal with fresh solution of germicidal cleaner. Wash all metal surfaces including handles with fresh solution of germicidal cleaner and wipe dry.

2. Scour and scrub the entire sink and shower with fresh solution of germicidal cleaner. Wash all sink fixtures with fresh solution of germicidal cleaner and wipe dry.
3. Wash the disposal receptacles within the toilet stalls with a fresh solution of germicidal cleaner and wipe dry. Replace used liners.
4. Sweep and wash all floors with fresh solution of germicidal cleaner. Remove all marks by spot scrubbing.
5. Wash and polish mirrors. Dust all mirrors ledges.
6. Fill, damp wipe with a fresh solution of germicidal cleaner and wipe dry all dispensers for paper, soap and personal products. Unclog all soap dispensers of interior soap build up.
7. Damp-wipe all toilet partitions with a fresh solution of germicidal cleaner and wipe dry. Remove all marks by spot scrubbing.
8. Spot clean all walls. Clean all spots and marks.
9. Remove all trash. Damp-wipe or, if needed, wash receptacles with a fresh solution of germicidal cleaner and wipe dry. Replace all used liners with .60 mil. thickness trash liners. Ensure no odor and clean appearance.
10. Dust any furniture and damp wipe all windowsills, horizontal surfaces and ledges.
11. Pour a small bucket of clean water down the floor drain.

Kitchen, Counter Areas and Meeting Rooms Serving Food  
Frequency - Daily

1. Scour and scrub sink with disinfectant cleanser. Scrub counter tops with disinfectant cleaner.
2. Sweep and then damp mop all vinyl and tile floors with disinfectant cleaner. Spot scrub any stains or marks. Vacuum and spot clean all carpets and mats.
3. Damp wipe and spot clean the walls, cabinets, exterior of refrigerators and appliances.

Office - General and Finished Garage  
Frequency - Daily

1. Dust all wood, vinyl and plastic furniture, lamps and accessories. All open spaces on desks and conference tables are to be thoroughly cleaned using a cloth to wipe clean all dust. Marks and rings shall be cleaned with a water dampened cloth. (no chemically treated cloths allowed).
2. Damp wipe all horizontal surfaces, ledges and windowsills. Clean and disinfect all telephones.
3. Dust all wall surfaces, diffusers and blinds as needed. Spot clean all smudges, spots and marks using manufacturers recommendations.
4. Dust with feather duster all office equipment. No cloth dusting allowed on equipment.
5. Thoroughly vacuum all carpets with good commercial upright vacuums with beater bars and brushes using high efficiency hepa filters and bags. Backpack vacuums may be used for floor mats, baseboards, edges, chairs, fabric furniture and under desks. Return all chairs, wastebaskets, etc. to the original location. Spot clean any stains on all of the above which may require some shampooing for carpet.



6. Dust and damp mop all non-carpeted floors. Spot scrub marks and stains (no chemically treated mops allowed). Spray and buff floors following Daily Buffing Schedule.
7. Sweep and damp-mop non-carpeted stairways and landings and vacuum carpeted stairways and landings. Dust all railings, ledges and doors.
8. Dust and clean all glass, mirror, metal surfaces and railings.
9. Remove all trash from trash receptacles. Damp wipe all wastebaskets and receptacles and then replace liners with .10 mil. thickness for office size wastebaskets and .60 mil. thickness in large waste containers. Ensure liner reaches bottom of receptacles when installed Wash trash receptacles as needed to ensure no odor and a clean appearance. Trash is to be moved to the Loading Dock recycle room at the end of each cleaning shift.
10. Recycle materials (bottles, cans, cardboard, plastics and mixed paper) are to be placed in separate hampers. Recycling receptacles are to be washed as needed to ensure no odor and a clean appearance. Hampers must be placed in the designated area at the end of each cleaning shift.
11. Damp wipe elevator door, walls and ceilings. Damp mop elevator floors. Spot clean all marks. Vacuum and clean out the floor tracks.
12. Dust, damp-wipe and spot-clean all interior and exterior surfaces of public telephone booths. Damp-mop floors. Sanitize all telephones. Clean all glass of all film and streaks.
13. Wipe and sanitize all surfaces of drinking fountains. Clean/clear nozzle. Wipe dry and shine.
14. Damp-wipe, spot-clean and sanitize all dining tables and chairs.
15. Clean and remove all dirt and streaks by spray wiping interior glass surfaces including doors, windows and mirrors.
16. Change all burnt out light bulbs in lamps and all light fixtures every day as needed. Wipe the exterior of the fixture and the light shield while changing bulb.

If new light bulb does not illuminate the fixture, Contractor's employee must tag the fixture with a sticker provided by the State and write the location (building and room number) on a form provided by the State. This form must be submitted to the State during the next day shift.

Historical light fixtures will be changed with the assistance of a State employee. Historical fixtures will be identified by the State.

17. All non-carpeted areas in main lobbies and hallways shall be spray buffed.

### 3.4.1.2 DAILY TASKS - WORK SCHEDULE

The contractor's work schedule for cleaning the Complex shall be split into two work shifts.

The morning shift from Monday through Friday 7:00am to 11:00am to clean certain office areas, copy rooms, private rest rooms, small kitchens, etc.

The evening shift from Monday through Friday 6:00pm to 11:00pm to clean the remaining offices, copy rooms, private rest rooms, small kitchens and all public spaces including lobbies, hallways, stairways, meeting rooms, committee rooms, public rest rooms, Garage, Plaza, exterior sweeping and trash removal, etc.

From time to time, at the request of the State, the contractor may be required to adjust the sequence of the daily cleaning schedule to accommodate legislative sessions, special events and unusual work hours.

The following holidays will be observed for the contract:

New Year's Day  
 Memorial Day  
 Independence Day  
 Labor Day  
 Thanksgiving Day  
 Christmas Day

State Holidays

In addition to the holidays listed above, the State employees usually do not occupy the buildings on the following State Holidays. These days may be used for annual and semi-annual task work to be performed by the contractor under the contract. Advance arrangements are required for security and building access:

Martin Luther King, Jr. Birthday  
 Lincoln's Birthday  
 Washington's Birthday  
 Good Friday  
 Columbus Day  
 General Election Day  
 Veterans Day

**3.4.1.3 DAILY TASKS - STAFFING AND SUPERVISION**

Listed below are the mandatory hours of daily cleaning by cleaners and working supervisors per day for regular scheduled daily maintenance per Section 3.4 for each building.

DESCRIPTION	SQ FOOT	HOURS
Executive State House	114,472	46
Legislative State House	83,520	33
Legislative Staff Building	31,200	12
Pedestrian Tunnel	1,312	1
Annex	154,720	62
Unfinished Garage Space	413,778	8
Finished Garage Space	4,500	2
Exterior (which includes Stacy Park and Plaza)		6

The mandatory hours are calculated as one (1) hour for 2,500 square feet of office space, and one (1) hour for 50,000 square feet of garage space. There is no warehouse space in this contract.

There must be a mandatory 170 hours in total of daily cleaning by cleaners and working supervisors per day for regular scheduled daily maintenance cleaning. There shall be a mandatory 34 hours in the morning shift and 136 hours in the evening shift. The Using Agency may shift the hours between morning and evening, However the total daily mandatory hours will remain at 170 hours per day. Failure to meet the level of cleanliness standards shall lead to formal complaints and possible cancellation of contract even if the mandatory hours of cleaning have been meet. Performance ratings will be based on the actual results.

The Porter and any cleaners working on semi-annual or annual tasks are **NOT** to be included in the mandatory total hours of cleaning per day.

**NOTE:** The State requires that these mandatory hours, frequencies and level of cleanliness standards be met. Failure of the contractor to meeting these standards may result in the filing of formal complaints and cancellation of the contract.

Contractor's Personnel

Working Supervisor - Mandatory minimum: There must be at least one (1) working supervisor for every six (6) cleaners on all daily cleaning shifts.

3.4.1.3.1 The contractor shall designate one employee for the Executive, Legislative State House and Legislative Staff Building and grounds, and one employee for the Pedestrian Tunnel, annex, Garage, Plaza and grounds for night shift, and one employee for the entire complex for day shift as the Principal Crew Chief with full responsibility for directing the entire custodial crew working at the building. Each Principal Crew Chief shall be authorized to act for the contractor in every detail.

#### 3.4.1.3.2 QUALIFICATION OF SUPERVISORY EMPLOYEES

Any supervisory personnel engaged in directing the work to be accomplished under this contract shall possess, prior to their employment in a supervisory capacity of this contract, the following minimum work related experience in custodial type work: At least two years of recent (within the past 5 years) experience in directing cleaning type organizations in a supervisory capacity.

In addition to the above, a resume containing the information required by the RFP must be submitted to the State Contract Manager for approval prior to the assignment of any new or replacement Supervisors to the contract work. Both new and replacement supervisors must meet the qualification standards specified above.

#### 3.4.1.3.3 QUALIFICATION OF PRINCIPAL CREW CHIEF

All supervisory personnel engaged in directing the work to be accomplished under this contract shall possess, prior to their employment in a supervisory capacity of this contract, the following minimum work related experience in custodial type work: At least two years of recent (within the past 5 years) experience in directing cleaning type organizations in a supervisory capacity for the buildings of the approximate size and similar characteristics of the building to be under this contract. For purposes of this section approximate size shall be defined as buildings of at least 300,000 square feet. Buildings of similar characteristics shall be defined as office buildings of more than four stories. In addition to the above, a resume containing the information required by this RFP must be submitted to the State Contract Manager for approval prior to the assignment of any new or replacement Supervisors to the contract work. Both new and replacement Supervisors must meet the qualification standards specified above.

#### 3.4.1.3.4 CONTRACTOR'S TERM CONTRACT MANAGER

The contractor must designate one (1) employee as the Contractor's Term Contract Manager. The Contractor's Term Contract Manager has overall responsibility for all aspects of the entire contractor operation and performance. The Contractor's Term Contract Manager must be available to meet with the State's Contract Manager as needed during the hours of 9:00 A.M. to 5:00 P.M. This person shall not be the on site working supervisor or the Principal Crew Chief.

#### 3.4.1.3.5 EMPLOYEE AVAILABILITY

The contractor must have access to a "pool" of available, competent employees such that absenteeism does not interfere with the quality of performance or the requirements of this contract. This pool of available employees must meet all of the security requirements of the RFP. When staffing for daily cleaning shifts, the Contractor shall adhere to the mandatory 170 hours per day in total, Monday through Friday for the cleaners and working supervisors.

#### 3.4.1.3.6 CONTRACTOR'S PERSONNEL

Contractor personnel must be physically able to do their assigned work and must be free from any communicable diseases. The State may request the contractor to remove employees who are found to be incompetent, excessively tardy/absent, intoxicated, under the influence of drugs, or who abuse the State's property in any way.

All personnel must be capable employees who are thoroughly trained and qualified to do work assigned to them.

#### 3.4.1.3.7 UNAUTHORIZED PERSONNEL

Bringing unauthorized personnel onto the work site is reason for immediate dismissal. Children are never allowed on premises.

#### 3.4.1.4 DAILY TASKS - INSPECTIONS

The State Building Manager or designee will be inspecting portions of the building daily. At the beginning of each shift the Principal Crew Chief shall check in with the State Janitorial Supervisor for the results of the inspection and any other complaints received. In addition, the State intends to inspect the Complex regularly.

At least once a month, an inspection will be conducted in conjunction with the contractor's personnel. Inspections will take place with the State Building Managers, and the Contractor's Building Supervisors. During this inspection one (1) of the contractor's working supervisors and one of the contractor's cleaners will accompany the State's Building Manager and the Contractor's Building Supervisor to correct any unacceptable items immediately. All items unable to be corrected due to time limitations must be corrected within 24 hours. Any item requiring spot cleaning must be corrected within 24 hours including carpets.

Failure to complete corrective action within the 24 hour period of any inspections or complaints reference within this section will be noted and become part of the permanent record and may result in a formal complaint and possible cancellation of the contract.

All quality assurance inspection ratings for this contract and payments to the contractor will be performed by the State Contract Manager. The basis of the Quality Assurance Program will be the Inspection Check-list. Levels of cleanliness will be judged acceptable or unacceptable by the State Contract Manager using Level of Cleanliness information in the RFP. Only unacceptable items will be listed on the Inspection Check-list. All unacceptable items will be noted and become part of the permanent record as reference above.

#### 3.4.1.5 DAILY TASKS - BILLING AND PAYMENT-INVOICES

This section supplements and does not supersede Section 4.5 of the Purchase Bureau Standard Terms and Conditions. Invoices will be submitted to the business office designated by the State Contract Manager. The contractor must submit invoices for daily cleaning tasks on a calendar month basis. On the first working day of the month, the contractor is authorized to submit an invoice for staff hours provided to complete satisfactorily all daily tasks and services during the prior calendar month. For example, May invoices for daily tasks and services satisfactorily completed during the calendar month ending May 31, 2003 may be submitted on or after June 1, 2003.

#### 3.4.1.6 (A) MANDATORY HOURS

The State will only pay for service hours provided by the contractor as specified in section 3.4.1.3 Daily Tasks - Staffing & Supervision. Accordingly, there will be no payment for any hours over the mandatory number of hours of staff labor required by the RFP. In addition, the State Contract Manager will deduct for any hours below the mandatory number specified, as evidenced by contractor time sheets from the monthly invoice, if such hours have not already been deducted by the contractor.

#### 3.4.1.7 (B)

The State requires that all tasks be performed to the Level of Cleanliness set forth in the RFP. Accordingly, failure to take complete effective, corrective action for unsatisfactory performance of any daily task or tasks within the twenty-four (24) hour corrective period will result as follows:

First failure: Written warning to contractor with a copy in the contractor's permanent record.

Second failure: Written warning to contractor with a copy in the contractor's permanent record.

Third failure: A formal complaint, as explained below.

Fourth failure: A formal complaint.

Fifth failure: A formal complaint.

### 3.4.1.8 REPORTING FORMAL COMPLAINTS:

Section 3.5b of the Standard Terms and Conditions state that:

"Where a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in NJAC 17:12-4.2 et seq., the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond".

For purposes of this contract, repeated use of the complaint procedure will be defined as three (3) findings against the contractor by the (DPP) Division of Purchase and Property Contract Compliance & Administration Unit as a result of the DPMC's filings of the PB36 Complaint forms within any one (1) contract year. The three (3) formal complaints may involve one or more of the locations covered under this contract.

### 3.4.1.10 RETAINAGE

The State shall retain 5% of the net monthly invoice amount for daily services. No interest will be paid on the Retainage. The Retainage shall be held by the State for a minimum of six (6) months and may be paid within thirty (30) days after the end of any retainage period. The amount of Retainage released for any six (6) month period is subject to satisfactory completion of all Daily, Semi-annual and Annual tasks required to be performed within the period of retainage, pursuant to the State's inspection, and setoff of any compensation for costs of actual damaged incurred by the State for contractors failure to act. (See also section 5.18 of the RFP)

## 3.4.2 SEMIANNUAL TASKS

### 3.4.2.1 SEMIANNUAL TASKS - DEFINED

Rest Rooms, Showers and Locker Rooms  
Frequency - Semiannual

- 1) Scour and scrub the entire sink, seat, toilet and urinal, toilet partitions, tiles and dispensers with scented germicidal cleaner unless otherwise advised by the State Contract Manager.
- 2) Wash all walls and painted surfaces under 70" height with all purpose cleaner. Wash all doors with germicidal cleaner.
- 3) Sweep and then machine scrub the entire floor. Rinse thoroughly and wash with disinfectant and germicidal cleaner.
- 4) Scour and scrub all baseboards, edges of floors and stalls.
- 5) Scour and scrub all vents.
- 6) Wash all lighting shields. Damp wipe all lighting fixtures.
- 7) Clean and polish all metal kick plates, railings, hinges, latches, hooks, handles and shelves.
- 8) Wash all vinyl furniture with disinfectant cleaner.
- 9) Scrub all trash and waste receptacles with disinfectant and deodorizing cleaner.
- 10) Clean all ceiling and wall diffusers with a HEPA vacuum, wet wipe clean then dry.

Kitchen and Counter Areas and Meeting Rooms Serving Food

#### Frequency - Semiannual

- 1) Scour and scrub sink, counters, cabinets and floors with disinfectant cleaner.
- 2) Clean with all purpose cleaner the exterior of refrigerators.
- 3) Clean the exterior of all appliances with an all purpose cleaner.
- 4) Wash with disinfectant cleaner all walls under 70" in height particularly around, behind and above counters and trash receptacles.
- 5) Clean all ceiling and wall diffusers with a HEPA vacuum, wet wipe clean then dry.

#### Office - General and Finished Garage

##### Frequency - Semiannual

- 1) Dry extract carpets in high traffic, track off and funnel areas (see Dry Extraction Schedule which will be provided at the Mandatory Bidder's Conference). Treat with stain repellent.
- 2) Clean all vinyl and rubber backed floor mats using detergent and a hot water extraction device.
- 3) Clean, polish and shine all metal and wood surfaces.
- 4) Vacuum and damp wipe all light shields in the main hallways, walkways, stairways, Committee Rooms and meeting rooms.
- 5) Vacuum and damp mop all storage/mechanical/electrical/pump rooms (under supervision of a State Contract Manager's designee) to ensure precautions are taken not to activate smoke detectors due to dust while cleaning.
- 6) Scrub stairways, risers and landings. Remove dirt and wax build up along edges.
- 7) Clean all ceiling and wall diffusers with a HEPA vacuum, wet wipe clean then dry.
- 8) Strip non-carpeted floors and floor finish using the methods and materials as specified in the manufacturer's recommended maintenance instructions. Clean residue from walls, kick plates, edges and baseboards. Contractor is to supply materials. The State Contract Manager will supply the manufacturer's directions if available. Manufacturer's directions must be followed exactly if supplied.

All other non-carpeted floors without specific instructions, shall be stripped, use wet dry vac to remove stripping, rinsed twice, sealed and apply four coats of high quality non-slip floor finish. The floors listed on the (see Buffing Schedule which will be provided at the Mandatory Bidder's Conference) shall be buffed to a uniform luster. Clean residue from walls, kick plates, edges and baseboards.

- 9) Machine scrub all non-carpeted elevator floors. Follow floor finish instructions in item 8 above with the exception of two (2) coats of floor finish instead of four (4). Carpeted elevators shall be spot cleaned and then dry shampooed.

#### 3.4.2.2 SEMIANNUAL TASKS - SCHEDULE

All tasks shall be scheduled in advance and approved by the State Contract Manager in order to notify tenants and security to ensure access and availability of funds.

#### 3.4.2.3 SEMIANNUAL TASKS - STAFFING AND SUPERVISION

The contractor shall furnish a sufficient number of contractor's personnel for the period of time necessary to properly, satisfactorily and completely provide semiannual tasks in all buildings within the scheduled time frame listed in the Semiannual Tasks Schedule.

The contractor shall provide supervision and management sufficient to ensure that all tasks are satisfactorily completed. The contractor's supervisory and management personnel must meet the requirements of RFP section 3.4.1.3.

#### Employee Availability

The contractor must have competent employees such that absenteeism does not interfere with the quality of performance or the requirements of this contract. These employees must meet all of the security requirements of the RFP.

These semiannual tasks must not be completed by any porter or by cleaners working the mandatory scheduled hours per day for scheduled daily tasks. If the contractor desires or intends to bring in cleaners over and above those providing the mandatory hours per day of daily task cleaning during the time period for regular scheduled daily tasks, it must be approved in advance, in writing, by the State's Contract Manager. Contractor must provide a written list of employees and a work schedule including the intended work to be done and locations with their request to the State's Contract Manager.

### 3.4.2.4 SEMIANNUAL TASKS - INSPECTION

The contractor shall notify the State Contract Manager prior to the beginning of any semiannual task. The State Contract Manager will inspect the task within 48 hours after completion by the contractor to determine if it was satisfactorily completed in accordance with this RFP. The contractor's Term Contract Manager may be present during inspection.

Unsatisfactorily completed Semiannual tasks must be corrected within the scheduled time frame for semiannual tasks.

### 3.4.2.5 SEMIANNUAL TASKS - BILLING AND PAYMENT

The section supplements and does not supersede Section 4.5 of the Purchase Bureau Standard Terms and Conditions.

#### Invoicing

The contractor may submit the Invoice for semiannual cleaning tasks only after all tasks in all buildings are satisfactorily completed and inspected by the State Contract Manager. The contractor is authorized to submit an invoice only after semiannual services in all buildings have been satisfactorily performed during the time period specified in the schedule provided within the RFP. For example, the January and April scheduled semiannual tasks may be invoiced after all tasks have been satisfactorily completed in all buildings and inspected by the State Contract Manager. The invoice would be submitted the first week of May. If all work in all buildings was satisfactorily completed per the State's inspections earlier within the given time frame the invoice may be submitted at that time. Invoices must include detail of date that each Semiannual task was satisfactorily completed and cross references with RFP sections. Partial invoices for semiannual tasks shall not be accepted.

#### Retainage

No retainage for Semiannual tasks. The State specifically reserves the right to use the daily retainage to ensure completion of all Semiannual tasks.

The State specifically reserves the right to file formal complaint or other claims or actions against the Contractor for lack of performance or unsatisfactory performance, notwithstanding the fact that the State has made payment of the contractor's original or adjusted invoices for daily, semiannual or annual work.

### 3.4.3 ANNUAL TASKS

#### 3.4.3.1 ANNUAL TASKS - DEFINED

Office - General and Finished Garage

Frequency - Annual

- 1) Shampoo all carpets using the methods and materials as specified in the manufacturer's recommended maintenance instructions. The State Contract Manager will supply the manufacturer's directions.

All carpets are to be thoroughly cleaned from corner to corner, edge to edge. All stains, marks etc. are to be removed. Heavy soiled areas and stains are to be pretreated. Carpets are to be treated with stain repellent following manufacturer's recommendations. Protect all furniture from carpet cleaner. Provide coasters under any furniture placed on damp carpet.

If shampooing is performed during the summer months and the humidity is above 60 percent, the contractor shall use fans and dehumidifiers to reduce the humidity in the areas being shampooed.

- 2) Vacuum and spot clean all fabric partitions and upholstered furniture. Use appropriate cleaning solution based on manufacturers instructions. Spot clean area large enough to blend in with surrounding area.
- 3) Wash exterior windows and interior windows. Clean interior blinds, cords and ropes.

### 3.4.3.2 ANNUAL TASKS - SCHEDULE

All tasks shall be scheduled in advance and approved by the State Contract Manager in order to notify tenants and security for access and to ensure availability of funds.

See Attachment 3 - Semiannual and Annual Janitorial Task Schedule.

NOTE: If approved in advance by the State Contract Manager, annual task work can be performed during the week. See details in staffing section below.

### 3.4.3.3 ANNUAL TASKS - STAFFING AND SUPERVISION

The contractor shall provide a sufficient number of contractor's personnel for the period of time necessary to complete annual tasks in all buildings within the scheduled time frame listed in the Annual Tasks.

The contractor shall provide supervision and management sufficient to ensure that all tasks are satisfactorily completed. The contractor's supervisory and management personnel must meet the requirements of RFP section 3.4.1.3.

These annual tasks must not be completed by any porters or cleaners working the scheduled mandatory hours per day for scheduled daily tasks. If the contractor desires or intends to bring in cleaners over and above those providing the mandatory hours per day of daily task cleaning during the time period for regular scheduled daily tasks, it must be approved in advance, in writing, by the State's Contract Manager. Contractor must provide a written list of employees and a work schedule including the intended work to be done and locations with their request to the State's Contract Manager.

Employee Availability

The contractor must have competent employees such that absenteeism does not interfere with the quality of performance or the requirements of this contract. These employees must meet all of the security requirements of the RFP.

### 3.4.3.4 ANNUAL TASK INSPECTION

The contractor shall notify the State Contract Manager prior to the beginning of any annual task. The State Contract Manager will inspect the task upon completion by the contractor to determine if it was satisfactorily completed in accordance with this RFP. The contractor's Term Contract Manager may be present during the inspections.



Unsatisfactorily completed Annual tasks must be corrected within the scheduled time frame for Annual tasks.

### 3.4.3.5 ANNUAL TASK BILLING AND PAYMENT

This section supplements and does not supersede Section 4.5 of the Purchase Bureau Standard Terms and Conditions.

#### Invoicing

The contractor may submit the Invoice for Annual cleaning tasks only after all tasks in all buildings are satisfactorily completed and inspected by the State Contract Manager or State Building Manager. The contractor is authorized to submit an invoice only after all annual services in all buildings have been satisfactorily performed during the time period specified in the schedule provided within the RFP. For example, a July through August scheduled annual tasks may be invoiced after all tasks have been satisfactorily completed in all buildings and inspected by the State Contract Manager or State Building Manager. The invoice would be submitted the first week of September. If all work in all buildings was satisfactorily completed per the State's inspections earlier within the given time frame the invoice may be submitted at that time. Invoices must include detail of date that each Annual task was satisfactorily completed and cross referenced with RFP section. The Contractor must not submit invoices for partial completion of Annual tasks.

#### Retainage

No retainage for annual tasks. The State reserves the right to use the daily retainage to insure the completion of the Annual tasks.

#### Payment

The State specifically reserves the right to file formal complaint or other claims or actions against the Contractor for lack of performance, unsatisfactorily performed etc. notwithstanding the fact that the State has made payment of Contractor's original or adjusted invoices for daily, semiannual or annual work.

NOTE: In the event that the State adjust the tasks for Semi -Annual or Annual cleaning the loaded hourly rate (lines 00009 and 00010) will be used in the adjustment of those task as deemed necessary by the State.

## 3.4.4 PORTER SERVICES

### 3.4.4.1 PORTER SERVICES - DEFINED

The contractor shall provide the following daytime Porter staff in addition to the staff reference in all other scheduled work above. It is mandatory that the contractor supply Porter services on a daily basis as listed in the Porter Services Staffing Section 3.4.4.2. The contractor must supply Porter services on a daily basis as required by the State's Contract Manager. This is an integral part of the janitorial service contract. These Porters will work under the direction of the State Contract Manager on work that is scheduled but is beyond the regularly scheduled daily, semiannual and annual tasks. They will only be performing tasks assigned by the State Contract Manager. Therefore, the Porters listed below must NOT work on the normal regularly scheduled tasks of the contractor for daily, semiannual or annual tasks.

The Porters' hours of work will NOT be counted toward the hourly requirements for the mandatory hours per day for daily tasks.

Porters will provide assistance in preparation of special events. This assistance includes, but is not limited to the transporting and set up of chairs, tables, and podiums for press conferences, meetings, demonstrations and various furniture moves. Porters shall also perform cursory cleaning, inspections of rest rooms, daily janitorial clean up for unexpected accidents and rounds of exterior maintenance of trash during the day while numerous visitors tour and use the complex. The quality level shall remain consistent with all requirements of this RFP.

## Sidewalk Snow or Ice Removal Services

The contractor's personnel will remove snow or ice from entrances & exits (including rear entrance) and sidewalks for all locations on an as needed basis. Contractor must respond within one hour from notification by the State Contract Manager. The State will provide all salt, sand and equipment necessary for this service. The cost for this service will be in accordance with the hourly rate bid for porters.

### 3.4.4.1.1 PORTER SERVICES - SCHEDULED

#### Regularly Scheduled Porter Services

**IMPORTANT NOTE: PORTER SERVICES WILL BE REGULARLY SCHEDULED BUT WILL BE ON AN AS NEEDED BASIS, AS DETERMINED BY THE STATE'S CONTRACT MANAGER. THE STATE CANNOT GUARANTEE A MINIMUM OR MAXIMUM NUMBER OF PORTER HOURS TO BE USED. THE CONTRACTOR SHALL BE PAID UPON HOURS ORDERED AND AUTHORIZED BY THE STATE AND SATISFACTORILY PROVIDED BY THE CONTRACTOR.**

Unless otherwise noted in writing by the State Contract Manager, the contractor shall supply the number of Porters for the hours and days specified by the State in the Porter Service Staffing Section.

The contractor will only be paid for the Porter hours ordered and authorized by the State and supplied and satisfactorily performed. Failure to supply required Porter service on any given day will become part of the permanent record and may lead to a formal complaint and possible cancellation of the contract.

The contractor shall provide pagers and/or cellular telephones for the regularly scheduled porters. The pagers and/or cellular telephones shall be charged and in good working condition.

The Porter schedule below is an estimate for evaluation and award purposes only. It must be understood that the contractor will be paid at the hourly rate for time actually worked.

These employees must be able to communicate with agency personnel independently and follow their instructions.

### 3.4.4.1.2 PORTER SERVICES - NON SCHEDULED

The contractor shall be required to perform various non-scheduled tasks on an as needed basis. Occasionally, a situation may occur after the schedule for Regularly Scheduled Porter Services is submitted for the month. Billings for these additional services will be separately stated based on a loaded hourly rates for Porters. The loaded hourly rate must be all inclusive of all labor, materials, equipment and supplies etc. No Porter Services for non-scheduled tasks shall be supplied by the contractor without the prior written approval of the State's Contract Manager.

#### Porter Services - Emergency Services

The contractor is required to provide a telephone number that will be immediately answered for notification 24 hours a day, 7 days a week.

The contractor may also be required to provide additional janitorial services beyond those specified in this RFP including, but not limited to, snow removal of steps and sidewalks, clean up of flooded areas etc. Such services must be billed at loaded hourly rates for Porters. Response times to emergency calls must be within one (1) hour. The loaded hourly rate must be all inclusive of all labor, materials, equipment and supplies. No Porter services for emergency services shall be supplied by the contractor without the prior approval of the State's Contract Manager.

The State reserves the right to reassign the regularly scheduled Porters to cover the State's needs during an emergency instead of requesting additional porters.

#### Employee Availability

The contractor must have access to a "pool" of available, competent employees such that absenteeism does not interfere with the quality of performance or the requirements of this contract. This pool of available employees must be available for Porter services for emergency work within one (1) hour of State Contract Manager's call.

#### 3.4.4.2 PORTER SERVICE - STAFFING

ESTIMATED PORTER HOURS - MONDAY TO FRIDAY EXCEPT STATE HOLIDAYS  
UNLESS NOTED TO INCLUDE SATURDAY AND SUNDAY.

Monday through Friday

- (1) Supervisor Porter 7:00am to 3:30pm 8 hours
- (1) Supervisor Porter 8:30am to 5:00pm 8 hours

Monday through Friday

- (2) Porters 7:00am to 3:30pm 16 hours
- (2) Porters 8:30am to 5:00pm 16 hours
- (1) Porter 9:30am to 6:00pm 8 hours

Saturday and Sundays

Only when requested for special events. Hours will be based on event.

The hours above include ½ hour unpaid lunch hour.

These employees must be able to communicate with agency personnel independently and follow their instructions.

#### 3.4.4.3 PORTER SERVICES - BILLING AND PAYMENT

Billing

This section supplements and does not supersede Section 4.5 of the Purchase Bureau Standard Terms and Conditions.

The Contractor must submit the Invoice for Porter services on a calendar month basis. Porter services will be paid at the loaded hourly rates of services once a month. The Contractor is authorized to submit an invoice for services satisfactorily performed during the prior calendar month on the first working day of the following month. For example, May invoices for service satisfactorily completed during the calendar month of May 2003 may be submitted on Monday, June 1, 2003.

Payment

The State's Contract Manager will adjust the contractor's invoice for Porter services to reflect any applicable additions or deductions as indicated above. The contractor shall be paid only for Porter services ordered by the State's Contract Manager and satisfactorily supplied and completed by the contractor.

## 4.0 PROPOSAL PREPARATION AND SUBMISSION

### 4.1 GENERAL

The bidder must follow instructions contained in this RFP and in the bid cover sheet in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The information required to be submitted in response to this RFP has been determined to be essential in the bid evaluation and contract award process. Any qualifying statements made by the bidder to the RFP's requirements could result in a determination that the bidder's proposal is materially non-responsive. Each bidder is given wide latitude in the degree of detail it elects to offer or the extent to which plans, designs, systems, processes and procedures are revealed. Each bidder is cautioned, however, that insufficient detail may result in a determination that the bid proposal is materially non-responsive or, in the alternative, may result in a low technical score being given to the bid proposal.

### 4.2 PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP cover sheet. Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals. State regulation mandates that late bid proposals are ineligible for consideration. **THE EXTERIOR OF ALL BID RESPONSE PACKAGES MUST BE LABELED WITH THE BID IDENTIFICATION NUMBER, FINAL BID OPENING DATE AND THE BUYER'S NAME.** All of this information is set forth at the top of the RFP cover sheet ([page 3 of the RFP](#)).

### 4.3 NUMBER OF BID PROPOSAL COPIES

Each bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. Each bidder should submit **five (5) full, complete and exact copies** of the original. Bidders failing to provide the requested number of copies will be charged the cost incurred by the State to produce the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

### 4.4 PROPOSAL CONTENT

The bid proposal should be submitted in one volume and that volume divided into four (4) sections as follows:

- Section 1 - Forms (Section 4.4.1)
- Section 2 - Technical Proposal (Section 4.4.2)
- Section 3 - Organizational Support and Experience (Section 4.4.3)
- Section 4 - Cost Proposal (Section 4.4.4)

The following Table describes the format of the bid proposal that should be prepared with tabs (separators), and the content of the material located behind each tab.

TAB	CONTENTS	RFP SECTION REFERENCE	COMMENTS
1	Forms	<a href="#">Cover sheet</a>	Completed and signed cover sheet (Page 3 of this RFP)
		<a href="#">4.4.1.1</a>	Ownership Disclosure Form ( <a href="#">Attachment 1</a> )
		<a href="#">4.4.1.2</a>	MacBride Principles Certification ( <a href="#">Attachment 2</a> )
		<a href="#">4.4.1.3</a>	Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate ( <a href="#">Attachment 3</a> )
		<a href="#">4.4.1.4</a>	Notice of Intent to Subcontract Form and Subcontractor Utilization Plan ( <a href="#">Attachment 4</a> ) (Not applicable to this procurement)
		<a href="#">1.1 of the Standard Terms &amp; Conditions</a>	Business Registration from Division of Revenue
		<a href="#">4.4.1.5</a>	Bid Bond (Not applicable to this procurement)
2	Technical Proposal	<a href="#">4.4.2.1</a>	Management Overview
		<a href="#">4.4.2.2</a>	Contract Management
		<a href="#">4.4.2.3</a>	Contract Schedule
		<a href="#">4.4.2.4</a>	Mobilization and Implementation Plan
		<a href="#">4.4.2.5</a>	Potential Problems
3	Organizational Support and Experience Proposal	<a href="#">4.4.3.1</a>	Location
		<a href="#">4.4.3.2</a>	Organization Chart (Contract Specific)
		<a href="#">4.4.3.3</a>	Resumes
		<a href="#">4.4.3.4</a>	Backup Staff
		<a href="#">4.4.3.5</a>	Organization Chart (Entire Firm)
		<a href="#">4.4.3.6</a>	Experience of Bidder on Contracts of Similar Size and Scope
		<a href="#">4.4.3.7</a>	Financial Capability of the Bidder
		<a href="#">4.4.3.8</a>	Subcontractor(s)
4	Cost Proposal	<a href="#">4.4.4</a>	Price Schedules ( <a href="#">Attachment 5</a> )

#### 4.4.1 SECTION 1 – FORMS

##### 4.4.1.1 OWNERSHIP DISCLOSURE FORM

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

The Ownership Disclosure Form is attached as [Attachment 1](#) to this RFP.

##### 4.4.1.2 MACBRIDE PRINCIPLES CERTIFICATION

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another vendor.

The MacBride Principles Certification Form is attached as [Attachment 2](#) to this RFP

#### **4.4.1.3 AFFIRMATIVE ACTION**

The bidder must complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a valid and binding contract.

The Affirmative Action Forms are attached as [Attachment 3](#) to this RFP

#### **4.4.1.4 SET ASIDE CONTRACTS**

Not applicable to this procurement

#### **4.4.1.5 BID BOND**

Not applicable to this procurement.

#### **4.4.2 SECTION 2 - TECHNICAL PROPOSAL**

In this Section, the bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work Section, i.e., Section 3.0. The bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This Section of the bid proposal should contain at least the following information:

##### **4.4.2.1 MANAGEMENT OVERVIEW**

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince the State that the bidder understands the objectives that the contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the contract. This narrative should convince the State that the bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFP tasks and subtasks are strongly discouraged, as they do not provide insight into the bidder's ability to complete the contract. The bidder's response to this section should be designed to convince the State that the bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the bidder's bid proposal will lead to successful contract completion.

##### **4.4.2.2 CONTRACT MANAGEMENT**

The bidder should describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan should include the bidder's approach to communicate with the State Contract Manager including, but not limited to, status meetings, status reports, etc.

##### **4.4.2.3 CONTRACT SCHEDULE**

The bidder should include a contract schedule. If key dates are a part of this RFP, the bidder's schedule should incorporate such key dates and should identify the completion date for each task and sub-task required by the Scope of Work. Such schedule should also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

The bidder should identify the contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology. The use of Gantt, Pert or other charts is at the option of the bidder.

##### **4.4.2.4 MOBILIZATION AND IMPLEMENTATION PLAN**

Not applicable to this procurement.

#### 4.4.2.5 POTENTIAL PROBLEMS

The bidder should set forth a summary of any and all problems that the bidder anticipates during the term of the contract. For each problem identified, the bidder should provide its proposed solution.

#### 4.4.3 SECTION 3 - ORGANIZATIONAL SUPPORT AND EXPERIENCE

The bidder should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the bidder's qualifications, and capabilities to perform the services required by this RFP.

##### 4.4.3.1 LOCATION

The bidder should include the location of the bidder's office that will be responsible for managing the contract. The bidder should include the telephone number and name of the individual to contact.

##### 4.4.3.2 ORGANIZATION CHART (CONTRACT SPECIFIC)

The bidder should include a contract organization chart, with names showing management, supervisory and other key personnel (including sub-vendor's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

##### 4.4.3.3 RESUMES

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Resumes should include the following:

- Clearly identify the individual's previous experience in completing similar contracts.
- Beginning and ending dates should be given for each similar contract.
- A description of the contract should be given and should demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFP.
- With respect to each similar contract, the bidder should include the name and address of each reference together with a person to contact for a reference check and a telephone number.

##### 4.4.3.4 BACKUP STAFF

The bidder should include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff must be clearly identified as backup staff.

In the event the bidder must hire management, supervisory and/or key personnel if awarded the contract, the bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or need to be replaced during the contract term.

##### 4.4.3.5 ORGANIZATION CHART (ENTIRE FIRM)

The bidder should include an organization chart showing the bidder's entire organizational structure. This chart should show the relationship of the individuals assigned to the contract to the bidder's overall organizational structure.

#### **4.4.3.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE**

The bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the bidder's ability to successfully complete the services required by this RFP. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFP. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the bidder should provide the name and telephone number of a contact person for the other contract party. Beginning and ending dates should also be given for each contract.

#### **4.4.3.7 FINANCIAL CAPABILITY OF THE BIDDER**

The bidder shall provide proof of its financial capacity and capabilities to undertake and successfully complete the contract. To satisfy this requirement, the bidder shall submit a certified financial statement, including applicable notes, reflecting the bidder's assets, liabilities, net worth, revenues, expenses, profit or loss, and cash flow for the most recent calendar year or the bidder's most recent fiscal year; or, if a certified financial statement is not available, then either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statement. In addition, the bidder must submit a bank reference.

#### **4.4.3.8 SUBCONTRACTOR(S)**

- A. Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.
- B. The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.
- C. The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.
- D. The bidder should provide documented experience demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

#### **4.4.4 SECTION 4 - COST PROPOSAL**

The price schedule is attached to this RFP as [Attachment 5](#).

Failure to submit all requested pricing information may result in the bidder's proposal being considered materially non-responsive. Each bidder must hold its price(s) firm through issuance of contract to permit the completion of the evaluation of bid proposals received and the contract award process.



## 5.0 SPECIAL TERMS AND CONDITIONS

### 5.1 PRECEDENCE OF CONTRACTUAL TERMS AND CONDITIONS

The contract shall consist of this RFP, addenda to this RFP, the vendor's bid proposal, and the Division's Notice of Acceptance.

Unless specifically noted within this RFP, the Special Terms and Conditions, take precedence over the Standard Terms and Conditions, attached as [Appendix 1](#)

In the event of a conflict between the provisions of this RFP, including the Standard Terms and Conditions and the Special Terms and Conditions, and any addendum to the RFP, the addendum shall govern.

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

### 5.2 PERFORMANCE BOND

Not applicable to this procurement.

### 5.3 BUSINESS REGISTRATION

See Standard Terms & Conditions, [Appendix 1, Section 1.1](#).

### 5.4 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of three (3) years. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP ([page 3 of this RFP](#)). If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

The contract may be extended for additional periods of up to one (1) year, by mutual written consent of the contractor and the Director at the same terms, conditions and pricing. The length of each extension shall be determined when the extension request is processed.

Should the contract be extended, the contractor shall be paid at the rates in effect in the last year of the contract.

### 5.5 CONTRACT TRANSITION

In the event services end by either contract expiration or termination, it shall be incumbent upon the contractor to continue services, if requested by the Director, until new services can be completely operational. The contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the State to ensure a smooth and timely transition to the replacement contractor. Such transitional period shall not extend more than ninety (90) days beyond the expiration date of the contract, or any extension thereof. The contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by the State.

### 5.6 AVAILABILITY OF FUNDS

The State's obligation to pay the contractor 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 funds are made available each fiscal year to the Using Agency by the Legislature.

## 5.7 CONTRACT AMENDMENT

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

## 5.8 CONTRACTOR RESPONSIBILITIES

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

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

## 5.9 SUBSTITUTION OF STAFF

If it becomes necessary for the contractor to substitute any management, supervisory or key personnel, the contractor will identify the substitute personnel and the work to be performed.

The contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The contractor shall forward a request to substitute staff to the State Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the contractor has received written approval to proceed from the State Contract Manager.

## 5.10 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede [Section 3.11](#) of the Standard Terms and Conditions of this RFP.

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

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

In the event a subcontractor is proposed as a substitution, the proposed subcontractor must equal or exceed the qualifications and experience of the subcontractor being replaced. In the event the subcontractor is proposed as an addition, the proposed subcontractor's qualifications and experience must equal or exceed that of similar personnel proposed by the contractor in its bid proposal.

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

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

## 5.11 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e., the State, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of law, be a work made for hire in accordance with the terms of this Agreement, contractor or subcontractor hereby assigns to the State all right, title and interest in and to any copyright, and the State shall have the right to obtain and hold in its own name any copyrights, registrations and any other proprietary rights that may be available. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Agreement, contractor or subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the bid proposal. Otherwise, the language in the first paragraph of this section prevails. If the bidder identifies such intellectual property ("Background IP") in its bid proposal, then the Background IP owned by the bidder on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the bidder. Upon contract award, the bidder or contractor shall grant the State a non-exclusive, royalty free license to use any of the bidder/contractor's Background IP delivered to the State for the purposes contemplated by the Contract.

## 5.12 DATA CONFIDENTIALITY

All financial, statistical, personnel and/or technical data supplied by the State to the contractor are confidential. The contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the contractor, or any individual or entity in the contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

## 5.13 NEWS RELEASES

The contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Director.

## 5.14 ADVERTISING

The contractor shall not use the State's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

## 5.15 LICENSES AND PERMITS

The contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The contractor shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the bidder in its bid proposal.

## 5.16 CLAIMS AND REMEDIES

### 5.16.1 CLAIMS

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

### 5.16.2 REMEDIES

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, or any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

### 5.16.3 REMEDIES FOR NON-PERFORMANCE

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

## 5.17 LATE DELIVERY

The contractor must immediately advise the State Contract Manager of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain. Notification must also be provided to the Director at the address below:

The State of New Jersey  
Director, Division of Purchase and Property  
Purchase Bureau  
PO Box 230  
33 West State St.  
Trenton, New Jersey 08625-0230

If the contractor cannot meet the contract completion date for any task or subtask required to be completed by a date certain, the contractor shall be liable to the State.

## 5.18 RETAINAGE

The amount of retainage is noted on the RFP cover sheet ([Page 3 of this RFP](#)). The using agency shall retain the stated percentage of each invoice submitted. At the end of each six (6) month period, the using agency shall review the contractor's performance. If performance has been satisfactory, the Using Agency shall release 90% of the retainage for the preceding six (6) month period. Following certification by the State Contract Manager that all services have been satisfactorily performed the balance of the retainage shall be released to the contractor.

## 5.19 STATE'S OPTION TO REDUCE SCOPE OF WORK

The State has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director shall provide advance written notice to the contractor.

Upon receipt of such written notice, the contractor will submit, within five (5) working days to the Director and the State Contract Manager, an itemization of the work effort already completed by task or subtask. The contractor shall be compensated for such work effort according to the applicable portions of its cost proposal.

## 5.20 SUSPENSION OF WORK

The State Contract Manager may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

## 5.21 CHANGE IN LAW

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the contractor shall advise the State Contract Manager and the Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

## 5.22 CONTRACT PRICE INCREASE (PREVAILING WAGE)

If the Prevailing Wage Act (N.J.S.A. 34:11-56 et seq.) is applicable to the contract, the contractor may apply to the Director, on the anniversary of the effective date of the contract, for a contract price increase. The contract price increase will be available only for an increase in the prevailing wages of trades and occupations covered under this contract during the prior year. The contractor must substantiate with documentation the need for the increase and submit it to the Director for review and determination of the amount, if any, of the requested increase, which shall be available for the upcoming contract year. No retroactive increases will be approved by the Director.

## 5.23 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

The contractor shall not begin performing any additional work or special projects without first obtaining written approval from both the State Contract Manager and the Director.

In the event of additional work and/or special projects, the contractor must present a written proposal to perform the additional work to the State Contract Manager. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the contractor in its proposal.

The contractor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written cost proposal must be based upon the hourly rates, unit costs or other cost elements submitted by the contractor in the contractor's original bid proposal submitted in response to this RFP. Whenever possible, the cost proposal should be a firm, fixed cost to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the contractor's written proposal, the State Contract Manager shall forward same to the Director for the Director's written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Contract Manager to the Director must all include all other required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget (OMB) and Office of Information and Technology (OIT).

No additional work and/or special project may commence without the Director's written approval. In the event the contractor proceeds with additional work and/or special projects without the Director's written

approval, it shall be at the contractor's sole risk. The State shall be under no obligation to pay for work performed without the Director's written approval.

## **5.24 FORM OF COMPENSATION AND PAYMENT**

This Section supplements [Section 4.5 of the RFP'S Standard Terms and Conditions](#). The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

### **5.24.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD**

The State of New Jersey now offers State contractors the opportunity to be paid through the Mastercard procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card, however, is optional.

P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions using the p-card will usually result in payment to a contractor in three days.

A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the Mastercard. Additional information can be obtained from banks or merchant service companies.

### **5.24.25 COMPLIANCE LAWS**

Specific to section 1.7 of the Standard Terms and Conditions and the State's right to audit all contractor's personnel records in part but not limited to State and Federal laws pertaining to citizenship, security, wage and hour legislation etc.

## 6.0 PROPOSAL EVALUATION/CONTRACT AWARD

### 6.1 PROPOSAL EVALUATION COMMITTEE

Bid proposals may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Purchase Bureau. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant in an advisory role.

### 6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

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

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

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

### 6.3 EVALUATION CRITERIA

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate bid proposals received in response to this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process:

#### 6.3.1 THE BIDDER'S GENERAL APPROACH AND PLANS IN MEETING THE REQUIREMENTS OF THIS RFP

- A. The bidder's general approach and plans in meeting the requirements of this RFP.
- B. The bidder's detailed approach and plans to perform the services required by the Scope of Work of this RFP.
- C. The bidder's documented experience in successfully completing contracts of a similar size and scope to the work required by this RFP.
- D. The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the work required by this RFP.
- E. The overall ability of the bidder to mobilize, undertake and successfully complete the contract. This judgment will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed and the bidder's contract management plan, including the bidder's contract organizational chart.

#### 6.3.2 THE BIDDER'S COST PROPOSAL

For evaluation purposes, bidders will be ranked according to the total bid price in [Attachment 5](#).

#### 6.3.3 COST EVALUATION AND RANKING WILL BE PERFORMED AS FOLLOWS:

- 1) The evaluation committee will multiply the line item for hourly rate for Regular Scheduled Daily tasks by 126,480 hours.

(Number of mandatory hours per day, 170 hours x estimated 248 working days equals 42,160 hours per year, times three years equals 126,480 hours for the three year contract period).

- 2) Multiply the line item for semiannual cleaning cycle for the complex by six (6). (This will provide the total for semiannual cleaning cycles for the three year contract period, two cycles per year for three years).

- 3) Multiply the line item for annual cleaning cycle for the complex by three (3). (This will provide the total for annual cleaning cycles for the three year contract period, one cycle per year for three years).

- 4) Multiply the line item Supervisor Porter Services hourly rate by 11,904 hours.

(Supervisor Porters 16 hours per day x 248 working days per year equals 3,968 hours per year, times three years equals 11,904 hours.)

- 5) Multiply the line item Non-Supervising Porter services hourly rate by 29,760 hours.

(Non-Supervising Porters 40 hours per day x 248 working days per year equals 9,920 hours per year, times three years equals 29,760)

- 6.3.4 The total cost proposal will be evaluated against industry standards to insure the contractor can provide the required services at the high standard set by this RFP for the submitted costs.

#### **6.4 CONTRACT AWARD**

The contract shall be awarded with reasonable promptness by written notice to that responsible bidder whose bid proposal, conforming to the RFP, will be most advantageous to the State, price and other factors considered. Any or all bids may be rejected when the State Treasurer or the Director of the Division of Purchase and Property determines that it is in the public interest so to do.









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7.2.2 Bidder must submit location of the office that will be responsible for managing this contract.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Facsimile number: \_\_\_\_\_

1 800 number (if available): \_\_\_\_\_

7.2.3 Bidder must submit location of the facility where bidder's equipment may be inspected.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

7.2.4 Bidder must submit the following information for management personnel to be contacted twenty-four (24) hours per day if problems or emergencies occur.

Name(s): \_\_\_\_\_

Telephone number: \_\_\_\_\_

Cellular number: \_\_\_\_\_

Beeper number (no answering machine): \_\_\_\_\_

7.2.5 Bidder must submit the following for the individual that may be contacted at all times, if service of information is requested by the using agency.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Cellular number: \_\_\_\_\_

Beeper number (no answering machine): \_\_\_\_\_

7.2.6 Bidder must list name, address, telephone number, facsimile number of insurance firm from which they intend to purchase required insurance, and a contact person at this firm.

7.2.7 Bidder must submit references including the following:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_



## 8.0 ATTACHMENTS, SUPPLEMENTS AND APPENDICES

**ATTACHMENTS** - To be submitted with bid proposal.

1. [Ownership Disclosure Form](#)
2. [MacBride Principles Form](#)
3. [Affirmative Action Supplement Forms](#)
4. [Price Sheets](#)
5. [Supplemental Services/Supplies](#)
6. [Quality Assurance Janitorial Inspection Report](#)
7. [Semiannual and Annual Task Schedule](#)
8. [Reciprocity Form](#) (*Optional Submittal*)

### **APPENDICES**

1. [New Jersey Standard Terms and Conditions](#)
2. [Set-Off for State Tax Notice](#)

**ATTACHMENT 1 - OWNERSHIP DISCLOSURE FORM**

**OWNERSHIP DISCLOSURE FORM**

DEPARTMENT OF THE TREASURY  
 DIVISION OF PURCHASE & PROPERTY  
 STATE OF NEW JERSEY  
 33 W. STATE ST., 9TH FLOOR  
 PO BOX 230  
 TRENTON, NEW JERSEY 08625-0230

BIDDER: \_\_\_\_\_  
 \_\_\_\_\_

**INSTRUCTIONS:** Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> <small>(Shares Owned or % of Partnership)</small>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**INSTRUCTIONS:** Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. **If there are no owners with 10% or more interest in your firm, enter "None" below.** Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> <small>(Shares Owned or % of Partnership)</small>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**COMPLETE ALL QUESTIONS BELOW**

	<u>YES</u>	<u>NO</u>
1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above? <i>(If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)</i>	_____	_____
2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other State or the U.S. Government? <i>(If yes, attach a detailed explanation for each instance)</i>	_____	_____
3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material, or supplies? <i>(If yes, attach a detailed explanation for each instance)</i>	_____	_____
4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? <i>(If yes, attach a detailed explanation for each instance)</i>	_____	_____
5. Has any Federal, State or Local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject or any pending proceedings specifically seeking or litigating the issue of suspension or revocation? <i>(If yes, attach a detailed explanation for each instance)</i>	_____	_____

**CERTIFICATION:** I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that **I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers or information contained herein.** I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option, may declare any contract(s) resulting from this certification void and unenforceable.

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Company Name: \_\_\_\_\_ (Signature)  
 Address: \_\_\_\_\_ (Name)  
 \_\_\_\_\_ (Title)  
 FEIN/SSN#: \_\_\_\_\_  
 Date \_\_\_\_\_

**ATTACHMENT 2 - MACBRIDE PRINCIPLES FORM**

**NOTICE TO ALL BIDDERS**  
**REQUIREMENT TO PROVIDE A CERTIFICATION**  
**IN COMPLIANCE WITH MACBRIDE PRINCIPLES**  
**AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I certify, pursuant to N.J.S.A. 52:34-12.2 that the entity for which I am authorized to bid:

\_\_\_\_\_ has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or

\_\_\_\_\_ will take lawful steps in good faith to conduct any business operations it has 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, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

\_\_\_\_\_  
**Signature of Bidder**

\_\_\_\_\_  
**Name (Type or Print)**

\_\_\_\_\_  
**Title Name (Type or Print)**

\_\_\_\_\_  
**Name of Company Name (Type or Print)**

\_\_\_\_\_  
**Date**



**ATTACHMENT 3 – AFFIRMATIVE ACTION SUPPLEMENT**

<b>AFFIRMATIVE ACTION</b>	<b>TERM CONTRACT - ADVERTISED BID PROPOSAL</b>
DEPT OF THE TREASURY DIVISION OF PURCHASE & PROPERTY STATE OF NEW JERSEY 33 WEST STATE STREET, 9TH FLOOR PO BOX 230 TRENTON, NEW JERSEY 08625-0230	NAME OF BIDDER: _____

**SUPPLEMENT TO BID SPECIFICATIONS**

**DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:**

1. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. THE CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT SUCH APPLICANTS ARE RECRUITED AND EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION, OR TRANSFER; RECRUITMENT OR RECRUITMENT ADVERTISING; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES TO BE PROVIDED BY THE PUBLIC AGENCY COMPLIANCE OFFICER SETTING FORTH PROVISIONS OF THIS NONDISCRIMINATION CLAUSE;
2. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS ,FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION.
3. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OR WORKERS WITH WHICH IT HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE, TO BE PROVIDED BY THE AGENCY CONTRACTING OFFICER ADVISING THE LABOR UNION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS ACT AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT.
4. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, AGREES TO COMPLY WITH THE REGULATIONS PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND THE AMERICANS WITH DISABILITIES ACT.
5. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO ATTEMPT IN GOOD FAITH TO EMPLOY MINORITY AND FEMALE WORKERS CONSISTENT WITH THE APPLICABLE COUNTY EMPLOYMENT GOALS PRESCRIBED BY N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME OR IN ACCORDANCE WITH A BINDING DETERMINATION OF THE APPLICABLE COUNTY EMPLOYMENT GOALS DETERMINED BY THE AFFIRMATIVE ACTION OFFICE PURSUANT TO N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME.
6. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO INFORM IN WRITING APPROPRIATE RECRUITMENT AGENCIES IN THE AREA, INCLUDING EMPLOYMENT AGENCIES, PLACEMENT BUREAUS, COLLEGES, UNIVERSITIES, LABOR UNIONS, THAT IT DOES NOT DISCRIMINATE ON THE BASIS OF AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND THAT IT WILL DISCONTINUE THE USE OF ANY RECRUITMENT AGENCY WHICH ENGAGES IN DIRECT OR INDIRECT DISCRIMINATORY PRACTICES.
7. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVISE ANY OF ITS TESTING PROCEDURES, IF NECESSARY, TO ASSURE THAT ALL PERSONNEL TESTING CONFORMS WITH THE PRINCIPLES OF JOB-RELATED TESTING, AS ESTABLISHED BY THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY AND AS ESTABLISHED BY APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.
8. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVIEW ALL PROCEDURES RELATING TO TRANSFER, UPGRADING, DOWNGRADING AND LAYOFF TO ENSURE THAT ALL SUCH ACTIONS ARE TAKEN WITHOUT REGARD TO AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND CONFORM WITH THE APPLICABLE EMPLOYMENT GOALS, CONSISTENT WITH THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY, AND APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.

THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL FURNISH SUCH REPORTS OR OTHER DOCUMENTS TO THE AFFIRMATIVE ACTION OFFICE AS MAY BE REQUESTED BY THE OFFICE FROM TIME TO TIME IN ORDER TO CARRY OUT THE PURPOSES OF THESE REGULATIONS, AND PUBLIC AGENCIES SHALL FURNISH SUCH INFORMATION AS MAY BE REQUESTED BY THE AFFIRMATIVE ACTION OFFICE FOR CONDUCTING A COMPLIANCE INVESTIGATION PURSUANT TO SUBCHAPTER 10 OF THE ADMINISTRATIVE CODE (NJAC17:27).

**\* NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS**

**PLEASE CHECK APPROPRIATE BOX (ONE ONLY)**

- I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.

# INSTRUCTIONS FOR COMPLETING THE AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA302)

## IMPORTANT:

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.

**Item 1** - Enter the Federal Identification Number assigned to the Contractor or vendor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, but not yet issued, write the words "applied for",

or  
If your business is such that you have not, or will not receive a Federal Employee Identification Number, enter the Social Security Number assigned to the single owner or to a partner, in case of partnership.

**Item 2** - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business, check the predominant one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

**Item 3** - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

**Item 4** - Enter the name by which the company is identified. If there is more than one company name, enter the predominant one.

**Item 5** - Enter the physical location of the company, include City, County, State and Zip Code.

**Item 6** - Enter the name of any parent or affiliated company including City, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

**Item 7** - Check the appropriate box for the total number of employees in the entire company. "Entire Company" shall include all facilities in the entire firm or corporation, including part-time employees, not use those employees at the facility being awarded the contract.

**Item 8** - Check the box appropriate to your type of company establishment. Single-establishment Employer shall include an employer whose business is conducted at more than one location.

**Item 9** - If multi-establishment was entered in Item 8, enter the number of establishments within the State of New Jersey.

**Item 10** - Enter the total number of employees at the establishment being awarded the contract.

**Item 11** - Enter the name of the Public Agency awarding the contract. Include City, State and Zip Code.

**Item 12** - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category.

Racial/Ethnic Groups will be so defined:

Black: Not of Hispanic origin. Persons have origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. This area includes for example, China, Japan, the Philippine Islands and Somoa.

**Item 13** - Check the appropriate box, if the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

**Item 14** - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

**Item 15** - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

**Item 16** - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

**Item 17** - Print or type the name of the person completing this form. Include the signature, title and date.

**Item 18** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

**State of New Jersey**  
**AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT**

**IMPORTANT - READ INSTRUCTIONS ON PRIOR PAGE CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT SHARP BALL POINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.**

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG. <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. DOES THE ENTIRE COMPANY HAVE A TOTAL OF AT LEAST 50 EMPLOYEES? <input type="checkbox"/> YES <input type="checkbox"/> NO		
8. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
9. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN N.J. : [       ]		
10. TOTAL NUMBER OF EMPLOYEES AT THE ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: [       ]		
11. PUBLIC AGENCY AWARDED CONTRACT:		CITY STATE ZIP CODE

**OFFICIAL USE ONLY**

DATE RECEIVED	OUT OF STATE PERCENTAGES	ASSIGNED CERTIFICATION NUMBER
MO/DAY/YR	COUNTY MINORITY FEMALE	

**SECTION B - EMPLOYMENT DATA**

12. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority categories, in columns 1, 2, & 3.

JOB CATEGORIES	ALL EMPLOYEES			MINORITY GROUP EMPLOYEES (PERMANENT)								
	Col. 1 TOTAL (Cols. 2&3)	Col. 2 MALE	Col. 3 FEMALE	MALE				FEMALE				
				BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	
Officials and Managers												
Professionals												
Technicians												
Sales Workers												
Office and Clerical												
Craftworkers (Skilled)												
Operatives (Semi-skilled)												
Laborers (Unskilled)												
Service Workers												
<b>TOTAL</b>												
Total employment from Previous Report (if any)												

The data below shall NOT be included in the request for the categories above.

13. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. VISUAL SURVEY <input type="checkbox"/> 2. EMPLOYMENT RECORD <input type="checkbox"/> 3. OTHER (SPECIFY)	15. IS THIS THE FIRST EMPLOYEE INFORMATION REPORT (AA.302) SUBMITTED? <input type="checkbox"/> 1. YES <input type="checkbox"/> 2. NO	16. IF NO, DATE OF LAST REPORT SUBMITTED   MO.   DAY   YEAR
14. DATES OF PAYROLL PERIOD USED		

**SECTION C - SIGNATURE AND IDENTIFICATION**

17. NAME OF PERSON COMPLETING FORM (PRINT OR TYPE)(?CONTRACTOR EEO OFFICER)	SIGNATURE	TITLE	MO.   DAY   YEAR
18. ADDRESS (NO. & STREET)	(CITY)	(STATE) (ZIP CODE)	PHONE (AREA CODE, NO. & EXTENSION)

**ATTACHMENT 4 - PRICE SHEETS**

PRICE SHEET		TERM CONTRACT - ADVERTISED BID PROPOSAL			
DEPT OF TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 8TH FL PO BOX 230 TRENTON NJ 08625-023		NUMBER : 04-X-35908 OPEN DATE : 01/30/04 T-NUMBER : T1255		TIME : 2 PM	
BIDDER :					
LINE NO.	COMMODITY-SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
00001	COMMODITY CODE: 145-36-053005 REGULARLY SCHEDULED DAILY TASKS PRICE PER MANADATORY DAILY HOUR IN SECTION 3.4.1.3 AS PER SPECIFICATIONS.  SHIP TO: 010058 / S001 JOINT MANAGEMENT COMMISSION C/O DIV PROPERTY MGMT& CONSTRUCTION STATE HOUSE ROOM 324 125 W STATE ST TRENTON NJ 08625-0239	1	HOUR	_____	_____
00002	COMMODITY CODE: 145-36-053006 SEMI ANNUAL CLEANING CYCLE AS PER SPECIFICATIONS.  SHIP TO: 010058 / S001 JOINT MANAGEMENT COMMISSION C/O DIV PROPERTY MGMT& CONSTRUCTION STATE HOUSE ROOM 324 125 W STATE ST TRENTON NJ 08625-0239	1	TASK	_____	_____
00003	COMMODITY CODE: 145-80-053007 ANNUAL CLEANING CYCLE AS PER SPECIFICATIONS.  SHIP TO: 010058 / S001 JOINT MANAGEMENT COMMISSION C/O DIV PROPERTY MGMT& CONSTRUCTION STATE HOUSE ROOM 324 125 W STATE ST TRENTON NJ 08625-0239	1	TASK	_____	_____
00004	COMMODITY CODE: 794-26-053009 REGULARY SCHEDULE DAILY TASKS TO ADD ONE SQUARE FOOT OF SPACE AS PER SPECIFICATIONS.  SHIP TO: 010058 / S001 JOINT MANAGEMENT COMMISSION C/O DIV PROPERTY MGMT& CONSTRUCTION STATE HOUSE ROOM 324 125 W STATE ST TRENTON NJ 08625-0239	1	SQ FT	_____	_____
00005	COMMODITY CODE: 794-26-053010 SEMI ANNUAL CLEANING CYCLE TO ADD ONE SQUARE FOOT OF SPACE AS PER SPECIFICATIONS.  SHIP TO: 010058 / S001 JOINT MANAGEMENT COMMISSION C/O DIV PROPERTY MGMT& CONSTRUCTION STATE HOUSE ROOM 324 125 W STATE ST TRENTON NJ 08625-0239	1	SQ FT	_____	_____
00006	COMMODITY CODE: 145-80-053008 ANNUAL CLEANING CYCLE TO ADD ONE SQUARE FOOT OF SPACE AS PER SPECIFICATIONS.  SHIP TO: 010058 / S001 JOINT MANAGEMENT COMMISSION C/O DIV PROPERTY MGMT& CONSTRUCTION STATE HOUSE ROOM 324 125 W STATE ST TRENTON NJ 08625-0239	1	SQ FT	_____	_____

PRICE SHEET		TERM CONTRACT - ADVERTISED BID PROPOSAL			
DEPT OF TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 8TH FL PO BOX 230 TRENTON NJ 08625-023		NUMBER : 04-X-35908 OPEN DATE : 01/30/04 T-NUMBER : T1255		TIME : 2 PM	
		BIDDER :			
LINE NO	COMMODITY-SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
00007	COMMODITY CODE: 145-36-053011 NON SUPERVISING PORTER SERVICES ONE HOUR AS PER SPECIFICATIONS.  SHIP TO: 010058 / S001 JOINT MANAGEMENT COMMISSION C/O DIV PROPERTY MGMT& CONSTRUCTION STATE HOUSE ROOM 324 125 W STATE ST TRENTON NJ 08625-0239	1	HOUR	_____	_____
00008	COMMODITY CODE: 145-36-053014 SUPERVISING PORTER SERVICES ONE HOUR AS PER SPECIFICATIONS.  SHIP TO: 010058 / S001 JOINT MANAGEMENT COMMISSION C/O DIV PROPERTY MGMT& CONSTRUCTION STATE HOUSE ROOM 324 125 W STATE ST TRENTON NJ 08625-0239	1	HOUR	_____	_____
00009	COMMODITY CODE: 145-36-053015 LOADED HOURLY RATE FOR PERFORMING SEMI ANNUAL CLEANING, INCLUDES EQUIPMENT AND MATERIALS AS PER SPECIFICATIONS.  SHIP TO: 010058 / S001 JOINT MANAGEMENT COMMISSION C/O DIV PROPERTY MGMT& CONSTRUCTION STATE HOUSE ROOM 324 125 W STATE ST TRENTON NJ 08625-0239	1	HOUR	_____	_____
00010	COMMODITY CODE: 145-36-053016 LOADED HOURLY RATE FOR PERFORMING ANNUAL CLEANING, INCLUDES EQUIPMENT AND MATERIALS AS PER SPECIFICATIONS.  SHIP TO: 010058 / S001 JOINT MANAGEMENT COMMISSION C/O DIV PROPERTY MGMT& CONSTRUCTION STATE HOUSE ROOM 324 125 W STATE ST TRENTON NJ 08625-0239	1	HOUR	_____	_____
00011	COMMODITY CODE: 145-36-053017 SUPPLEMENTAL SERVICES/SUPPLIES PER ATTACHMENT FIVE (5).  SHIP TO: 010058 / S001 JOINT MANAGEMENT COMMISSION C/O DIV PROPERTY MGMT& CONSTRUCTION STATE HOUSE ROOM 324 125 W STATE ST TRENTON NJ 08625-0239	1	EACH	_____	_____

**ATTACHMENT 5 SUPPLEMENTAL SERVICES/SUPPLIES**

ITEM NUMBER	ITEM TASK	UNIT OF MEASURE	PRICE
01	NON-SLIP MATTING, DELIVERED 7 DAYS ARO COST PER SQ. FT.	SQ. FT.	_____
02	PAPER TOWEL HOLDER INCLUDING INSTALLATION	EACH	_____
03	DOUBLE ROLL TOILET TISSUE DISPENSER, FULLY INSTALLED	EACH	_____
04	PAPER TOILET SEAT COVER DISPENSER	EACH	_____
05	SANITARY NAPKIN DISPENSER FULLY INSTALLED	EACH	_____
06	LIQUID HAND SOAP CONTAINER DISPENSER, FULLY INSTALLED	EACH	_____

ATTACHMENT 6  
 QUALITY ASSURANCE JANITORIAL INSPECTION REPORT  
 DAILY [ ] SEMI-ANNUAL [ ] ANNUAL TASKS [ ]  
 (CHECK ONE)

SITE LOCATION/LEASE # \_\_\_\_\_ AREA \_\_\_\_\_ DATE \_\_\_\_\_  
 VENDOR \_\_\_\_\_ INSPECTOR \_\_\_\_\_

AREA	SATISFACTORY	UNSATISFACTORY	AREA	SATISFACTORY	UNSATISFACTORY
<b>OFFICE – GENERAL &amp; FINISHED GARAGE</b>					
Stairways & Landings			Commodes, Seats & Urinals		
Walls & Diffusers			Toilet Partitions		
Floors & Baseboards – Carpeted			Furniture		
Floors & Baseboards – Non-Carpeted			Sinks		
Wood, Metal & Other Furniture and Decorative Accessories & Equipment			Mirrors		
Telephones			Dispensers & Disposals		
Elevators			Walls & Diffusers		
			Waste Receptacles		
			Floors & Drains		
<b>EXTERIOR</b>					
Horizontal Surfaces, Ledges & Sills					
Wastebaskets & Other Trash Receptacles			Ashtrays, Wastebaskets & Other Trash Receptacles		
Windows & Glass Door Areas			Foyer		
Drinking Fountains			Entrances, Walkways & Steps		
Public Phone Booths			Windows & Glass Door Areas		
Kickplates & Metal Surfaces and Railings			Benches/Other Seating		
Light Bulbs, Tubes & Fixtures			Signs, Railings & Light Fixtures		
			Exterior Drains & Window Wells		



AREA	SATISFACTORY	UNSATISFACTORY
<b>KITCHENS, DINING AREAS &amp; ROOMS THAT SERVE FOOD</b>		
Counters & Sinks		
Trash Receptacles		
Furniture & Appliances		
Floors, Walls & Cabinets		
<b><u>UNFINISHED GARAGE SPACE</u></b>		
Stairwells, Floors & Ramps		
Windows & Doors		
Metal Surfaces & Railings (Pushbars, Kickplates)		
Trash Receptacles		
Light Bulbs, Tubes & Fixtures		
Ceilings		
Compactor/Dumpster Area		
Recycle Area		
Loading Dock Area		

INSPECTOR COMMENTS:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Vendor's Representative \_\_\_\_\_ DATE \_\_\_\_\_  
 Copy to Vendor \_\_\_\_\_

MISCELLANEOUS INFORMATION:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**ATTACHEMENT 7**

**SEMIANNUAL AND ANNUAL TASK SCHEDULE**

FEBRUARY, MARCH & APRIL	SEMIANNUAL
This work shall be performed on: LINCOLN'S BIRTHDAY WASHINGTON BIRTHDAY GOOD FRIDAY AND/OR SATURDAYS AND/OR SUNDAYS	DRY EXTRACT CARPETS <b>in high traffic areas only</b>
	WASH ALL FLOOR MATS
	POLISH METAL & WOOD
	CLEAN LIGHT SHIELDS
	CLEAN DIFFUSERS & VENTS
	CLEAN MECHANICAL ROOM
	WASH WINDOWS <b>interior &amp; exterior</b>
	WAX FLOORS
	SCRUB STAIRS
	SCRUB BATHROOMS
	SCRUB KITCHENS
	ANNUAL
	NONE
JULY & AUGUST	SEMIANNUAL
This work shall be performed on: DAILY, DAY & EVENINGS BASED ON ACCESSIBILITY AND/OR SATURDAYS AND/OR SUNDAYS	NONE
	ANNUAL
	CARPET CLEANING
OCTOBER, NOVEMBER & DECEMBER	SEMIANNUAL
This work shall be performed on: COLUMBUS DAY ELECTION DAY VETERANS DAY AND/OR SATURDAYS AND/OR SUNDAYS	DRY EXTRACT CARPETS <b>in high traffic areas only</b>
	WASH ALL FLOOR MATS
	POLISH METAL & WOOD
	CLEAN LIGHT SHIELDS
	CLEAN DIFFUSERS & VENTS
	CLEAN MECHANICAL ROOM
	WASH WINDOWS <b>interior &amp; exterior</b>
	WAX FLOORS
	SCRUB STAIRS
	SCRUB BATHROOMS
	SCRUB KITCHENS
	ANNUAL
	WASH SHADES & BLINDS

**ATTACHMENT 8 - RECIPROCITY FORM**

**RECIPROCITY FORM**  
**(Optional Submission)**

**IMPORTANT NOTICE TO ALL BIDDERS**

Effective October 7, 1991 in accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose State or locality maintains a preference practice for their bidders.

For States having preference laws, regulations, or practices, New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Purchasing Officials, or the National Institute of Governmental Purchasing to invoke reciprocal actions. The State may obtain additional information anytime it deems appropriate to supplement the above survey information.

Any bidder may submit information related to preference practices enacted for a local entity outside the State of New Jersey. This information may be submitted in writing as part of the bid response proposal, and should be in the form of resolutions passed by an appropriate governing body, regulations, a Notice to Bidders, laws, etc. It is the responsibility of the bidder to provide the documentation with the bid proposal or submit it to the Director, Division of Purchase and Property within five (5) working days of the public bid opening. Written evidence for a specific procurement that is not provided to the Director within five working days of the public bid opening will not be considered in the evaluation of that procurement, but will be retained and considered in the evaluation of subsequent procurements.

Any bidder having evidence of out-of-State local entities invoking preference practices should complete the form below, with a copy of appropriate documentation. The form and documentation may be submitted with your bid response proposal.

-----  
**Name of Locality having preference practices:**

City /Town/Authority	
County	
State	

Documentation Attached

- Resolution       Regulations/Laws  
 Notice to Bidder       Other \_\_\_\_\_

Name of Firm Submitting this information \_\_\_\_\_

*Please Print*

## APPENDIX 1 NJ STATE STANDARD TERMS AND CONDITIONS

### STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS

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

#### **1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS**

- 1.1 **BUSINESS REGISTRATION** - All New Jersey and out of State Corporations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey. Proof of valid business registration with the Division of Revenue, Department of the Treasury, State of New Jersey, should be submitted by the bidder and, if applicable, by every subcontractor of the bidder, with the bidder's bid. No contract will be awarded without proof of business registration with the Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG. can be filed online at <http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity>
- 1.2 **ANTI-DISCRIMINATION** - All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.
- 1.3 **PREVAILING WAGE ACT** - The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act.
- 1.4 **AMERICANS WITH DISABILITIES ACT** - The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101 et seq.
- 1.5 **THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.
- 1.6 **OWNERSHIP DISCLOSURE** - Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.
- 1.7 **COMPLIANCE - LAWS** - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.
- 1.8 **COMPLIANCE - STATE LAWS** - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.
- 1.9 **COMPLIANCE - CODES** - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.

## 2. **LIABILITIES**

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

STATE OF NEW JERSEY  
Purchase Bureau - Bid Ref.#

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

- a. General liability policy as broad as the standard coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include:
1. BROAD FORM 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 not less than

\$100,000 BODILY INJURY, EACH OCCURRENCE  
\$100,000 DISEASE EACH EMPLOYEE  
\$500,000 DISEASE AGGREGATE LIMIT

## 3. **TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU**

- 3.1 **CONTRACT AMOUNT** - The estimated amount of the contract(s), when stated on the Advertised Request for Proposal form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.
- 3.2 **CONTRACT PERIOD AND EXTENSION OPTION** - If, in the opinion of the Director of the Division of Purchase and Property, it is in the best interest of the State to extend an contract entered into as a result of this Request for Proposal, the contractor will be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the contract. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

### 3.3 **BID AND PERFORMANCE SECURITY**

- a. Bid Security - If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17: 12- 2.4. Acceptable forms of bid security are as follows:
1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.
  2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:

- a. Issue an award notice for those offers accepted by the State;
- b. Return all bond securities to those who have not been issued an award notice.

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

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

The Performance Security must be submitted to the State within 30 days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit performance security may result in cancellation of contract for cause pursuant to provision 3.5b,1, and nonpayment for work performed.

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

**3.5 TERMINATION OF CONTRACT**

- a. Change of Circumstances

Where circumstances and/or the needs of the State significantly change, or the contract is otherwise deemed no longer to be in the public interest, the Director may terminate a contract entered into as a result of this Request for Proposal, upon no less than 30 days notice to the contractor with an opportunity to respond.

In the event of such termination, the contractor shall furnish to the using agency, free of charge, such reports as may be required,

- b. For cause:
  - 1. Where a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seq., the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
  - 2. Where a contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping etc., so that the Director is repeatedly required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
- c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.
- d. In the event of termination under this section, the contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

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

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

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

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

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

In order for the State contract to be extended to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education the bidder must agree to the extension and so state in his bid proposal. The extension to counties municipalities, school districts, volunteer fire departments, first aid squads and Independent Institutions of higher education must 'be under the same terms and conditions, including price, applicable to the State.

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

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

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

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

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

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

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

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

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

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

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.

- c. All new machines are to be guaranteed as fully operational for the period stated in the Request For Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.
- d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
- f. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

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

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

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

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

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

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

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

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

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

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

#### **4. TERMS RELATING TO PRICE QUOTATION**

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

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

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



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

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

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

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

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

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

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

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

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

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

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

a. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services received a properly signed and executed State Payment Voucher form and, when required, a properly executed performance security, whichever is latest.

b. The date on the check issued by the State in payment of that Voucher shall be deemed the date of the State's response to that Voucher.

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

a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.

b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

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

## **APPENDIX 2 - SET-OFF FOR STATE TAX NOTICE**

### **NOTICE TO ALL BIDDERS** **SET-OFF FOR STATE TAX NOTICE**

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

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