



Request for Proposal 07-X-38833

For: Pest Control Services, Non-Residential DPMC and Statewide T0295

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	07/15/06	4PM
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	08/02/06	2:00 PM

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

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

06/28/06

RFP Issued By

Using [Agency/Agencies](#)

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

DPMC & Statewide

Table of Contents

NOTICE TO BIDDERS	4
1.0 INFORMATION FOR BIDDERS.....	5
1.1 PURPOSE AND INTENT	5
1.2 BACKGROUND.....	5
1.3 KEY EVENTS.....	6
1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD	6
1.3.2 SUBMISSION OF BID PROPOSAL	6
1.4 ADDITIONAL INFORMATION.....	6
1.4.1 ADDENDA: REVISIONS TO THIS RFP.....	6
1.4.2 BIDDER RESPONSIBILITY	7
1.4.3 COST LIABILITY	7
1.4.4 CONTENTS OF BID PROPOSAL.....	7
1.4.5 PRICE ALTERATION.....	7
1.4.6 JOINT VENTURE.....	7
2.0 DEFINITIONS.....	8
2.1 GENERAL DEFINITIONS.....	8
2.2 CONTRACT SPECIFIC DEFINITIONS	8
3.0 COMMODITY DESCRIPTION/SCOPE OF WORK.....	9
3.1 GENERAL	9
3.2 SCHEDULED SERVICE.....	10
3.3 PERFORMANCE REQUIREMENTS.....	10
3.4 INTEGRATED PEST MANAGEMENT (IPM) DESCRIPTION OF SERVICES:.....	11
3.5 OPERATIONS	12
3.6 PERFORMANCE - START UP.....	12
3.7 RESPONSIBILITY OF WORK.....	13
3.8 RESPONSIBILITY FOR PROPERTY DAMAGE	13
3.9 COORDINATION - JOB SITE - CLEAN - UP	13
3.10 ACCIDENT REPORTS.....	14
3.11 SIGN-IN/SIGN-OUT PROCEDURE	14
3.12 SECURITY CLEARANCES.....	14
3.12.1 CRIMINAL HISTORY RECORD.....	15
3.12.2 CRIMINAL HISTORY RECORD FILE	15
3.13 QUANTITY AND PAYMENT (HOURLY RATES).....	15
4.0 BID PROPOSAL PREPARATION AND SUBMISSION.....	16
4.1 GENERAL	16
4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION.....	16
4.3 NUMBER OF BID PROPOSAL COPIES.....	16
4.4 BID PROPOSAL CONTENT	16
4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL	16
4.4.1.1 SIGNATORY PAGE.....	16
4.4.1.2 OWNERSHIP DISCLOSURE FORM.....	16
4.4.2 PROOF OF REGISTRATIONS THAT MUST BE SUBMITTED WITH THE BID PROPOSAL.....	17
4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE	17
4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.....	17
4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION	17
4.4.3.2 AFFIRMATIVE ACTION.....	17
4.4.3.3 SERVICES SOURCE DISCLOSURE FORM.....	17
4.4.3.4 SUBMITTALS.....	17
4.4.4.1 BIDDER EXPERIENCE - DATA SHEETS	17
4.4.4.2 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE	18

4.4.5 FINANCIAL CAPABILITY OF THE BIDDER	18
4.4.6 PRICE SCHEDULE	18
NOTE: BIDDERS ARE NOT PERMITTED TO BID SHIFT DIFFERENTIALS, HOLIDAY, OR OVERTIME HOURLY RATES. ANY BIDS THAT CONTAIN SHIFT DIFFERENTIALS ETC., WILL BE CONSIDERED NON-RESPONSIVE.....	18
4.4.7 MANAGEMENT OVERVIEW	18
5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS.....	20
5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS.....	20
5.2 CONTRACT TERM AND EXTENSION OPTION	20
5.3 CONTRACT TRANSITION	20
5.4 CONTRACT AMENDMENT	20
5.5 ITEMS ORDERED AND DELIVERED.....	20
5.6 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS.....	21
5.7 MANUFACTURING/PACKAGING REQUIREMENTS.....	21
5.8 CLAIMS	21
5.9 CONTRACT ACTIVITY REPORT	21
6.0 PROPOSAL EVALUATION/CONTRACT AWARD	22
6.1 CONTRACT EVALUATION.....	22
6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL.....	22
6.3 BID DISCREPANCIES	22
6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO).....	23
7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD	24
7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134).....	24
7.1.1.1 DEFINITIONS	24
7.1.1.2 BREACH OF TERMS OF THE LEGISLATION.....	24
7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS.....	25
7.1.1.4 STATE TREASURER REVIEW	25
7.1.2 SOURCE DISCLOSURE REQUIREMENTS.....	25
7.1.2.1 REQUIREMENTS OF N.J.S.A. 52:34-13.2.....	25
7.1.2.2 SOURCE DISCLOSURE REQUIREMENTS	25
7.1.2.3 BREACH OF CONTRACT OF EXECUTIVE ORDER 129.....	26
7.2 FINAL CONTRACT AWARD	26
7.2.1 ENGAGEMENT.....	26
7.3 INSURANCE CERTIFICATES	26
8.0 CONTRACT ADMINISTRATION.....	26
8.1 CONTRACT MANAGER	26
8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES.....	27
8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER	27

NOTICE TO BIDDERS

SET-ASIDE CONTRACTS

N.J.S.A 52:32-17, N.J.A.C. 17:13, 12A:10

Pursuant to the provisions of the New Jersey statute and administrative code cited above, this contract, or a portion thereof, has been designated as a set-aside contract for Small Business. As such, as indicated on page one of this document, eligibility to bid is limited to bidders (or subcontractors, as applicable) that meet statutory and regulatory requirements and have had their eligibility determined by the New Jersey Commerce and Economic Growth Commission (Commerce). The definitions of each Small Business set-aside category can be found at N.J.A.C. 17:13-1.2 or N.J.A.C. 12A:10-1.2.

"Small Business" means a business that has its principal place of business in the state of New Jersey, is independently owned and operated, and has no more than 100 full-time employees.

The new program places Small Business into the following categories: (I) those with gross revenues up to \$500,000; (II) those with gross revenues of up to \$5 million; and (III) those with gross revenues that do not exceed \$12 million. While companies registered as having revenues below \$500,000 can bid on any contract, those earning more than the \$500,000 and \$5 million amounts will not be permitted to bid on contracts designated for revenue classifications below their respective levels.

Each business interested in bidding for this contract should provide, as part of its response to this solicitation, proof of its current registration as a qualifying Small Business with the New Jersey Commerce and Economic Growth Commission. Any business that seeks to register as a Small Business is required to submit a fee along with its application to Commerce.

All necessary forms and any additional information concerning registration may be obtained by contacting Commerce's office of Small Business services, by telephone at the number below, or by mail, or in person between the hours of 9:00 am and 5:00 pm at the address below:

NEW JERSEY COMMERCE AND ECONOMIC GROWTH COMMISSION
OFFICE OF SMALL BUSINESS SERVICES
20 WEST STATE STREET - 4TH FLOOR
PO BOX 820, TRENTON, NJ 08625-0820

TELEPHONE: 609-292-2146

1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury, on behalf of The Division of Property Management and Construction (DPMC), and various other State agencies.

The intent of this RFP is to award contracts to those responsible bidders whose bid proposals, conforming to this RFP are most advantageous to the State, price and other factors considered. However, the State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

The NJ Standard Terms & 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 this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

The purpose of this Request for Proposal (RFP) is to solicit bid proposals from qualified Contractors, properly registered in the pesticide applicator businesses in the State of New Jersey with registered and licensed applicators.

Bidders awarded contract(s) shall be responsible for furnishing all materials, transportation, labor, equipment and any and all services and materials necessary to perform pest control services required in this RFP.

All pest control services shall be performed as described in this RFP and in accordance with all applicable State and federal rules and regulations presently established or that may be established during the term of the contract.

1.2 BACKGROUND

This contract has been established to provide pest control services to various State agency non-residential facilities. The scope of work of this RFP in Section 3.0 shall define the procedures, duties, and responsibilities of the awarded Contractor.

This is a procurement of the Pest Control Services, Non-Residential term contract. Bidders who are interested in the current contract specifications and pricing information may review the current contract T0295 at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

An award will be made to one primary and one secondary Contractor to provide service to the whole State, north and south, east to west.

NOTE: The web site below will show the State, Counties.

[New Jersey QuickFacts from the US Census Bureau](#)

New Jersey County Map. ... New Jersey County Selection Map. New Jersey map.

Printing this map. Skip this main site navigation menu ...

quickfacts.census.gov/qfd/maps/new_jersey_map.html -

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Purchase Bureau will accept questions and inquiries from all potential bidders electronically via web form. To submit a question, please go to Current Bid Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>

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

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

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

1.3.2 SUBMISSION OF BID PROPOSAL

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

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

Directions to the Purchase Bureau can be found at the following web address:

<http://www.state.nj.us/treasury/purchase/directions.shtml>

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

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

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

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

[HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML.](HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML)

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

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

1.4.2 BIDDER RESPONSIBILITY

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

1.4.3 COST LIABILITY

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

1.4.4 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.**

All bid proposals, with the exception of information determined by the State to be proprietary, are available for public inspection.

Interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

1.4.5 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

1.4.6 JOINT VENTURE

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

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

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

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

Amendment - A change in the scope of work to be performed by the contractor after contract award. An amendment is not effective until signed by the Director, Division of Purchase and Property or his/her designee.

Bidder – A vendor submitting a bid proposal in response to this RFP.

Contract - This RFP, any addendum to this RFP, the bidder's bid proposal submitted in response to this RFP and the Division's Notice of Acceptance.

Contractor - The contractor is the bidder awarded a contract.

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

Division - The Division of Purchase and Property.

Joint Venture – A business undertaking by two or more entities to share risk and responsibility for a specific project.

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

Request for Proposal (RFP) - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of [the] Using Agency[ies], as identified herein.

Shall or Must - Denotes that which is a mandatory requirement.

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

State - State of New Jersey

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

2.2 CONTRACT SPECIFIC DEFINITIONS

Not applicable to this procurement.

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

3.1 GENERAL

The Contractor is required to secure, keep in force and pay for all necessary licenses and permits that may be required in order to provide the services of this contract.

The Contractor must comply with all laws, rules and regulations of any Federal, State or Municipal Authority deemed applicable to the provided services. Additionally, all materials and workmanship must comply with the same.

The Contractor must be certified and licensed as per the **New Jersey Administrative Code Title 7, Chapter 30, Subchapters 1-13** (Adopted 12/6/2004), **Subchapter 3, Section 7:30-3.2 & 3.3**

<http://www.state.nj.us/dep/enforcement/pcp/pcp-regs.htm>

New Jersey Administrative Code Title 7 Chapter 30
Subchapters 1-13
(Adopted 12/6/2004)

The Contractor must provide all certified pesticide applicator registration cards, which must be on file at the using agency business office during the full term of the contract. These cards shall be provided before the start of the contract and must be updated for all changes that occur.

The Contractor must provide a pest free environment, free from but not limited to the following: cock roaches of all species, all crawling insects and pests such as spiders, rodents, mites, fly larvae, weevils, beetles, bed bugs, fleas, stinging insects, biting insects, drain flies, and all species of ants.

The pest control services shall be performed in all areas including but not limited to basements, crawl spaces, offices, supply storage spaces and/or rooms, closets, base boards, plumbing and steam pipes accesses, shelves, any elevators, dumb waiters and surrounding pits, walls or enclosures, kitchens, dining rooms, cafeteria, food preparation and storage areas, loading platforms, refuse containers, storage areas, bedrooms, lavatory and shower rooms, in addition to hallways and lounge rooms, and other facility components.

Pest control services shall be performed in all residential institutional buildings, occupied and unoccupied.

The Contractor must provide continuous detailed inspections, followed by safe and effective pest control and aggressive integrated pest management program.

Upon completion of any inspection, the Contractor must submit written reports of significant structural and sanitation problems for possible correction that would directly contribute to improved pest control efforts. Reports are to be submitted to the using agency business manager within seven days of discovery.

The Contractor shall report any condition that might be detrimental to the safety of Contractor's personnel, or others. This condition shall be reported in writing to the facility business manager or the business manager's designee.

The Contractor must perform a thorough detection program during every service, utilizing aerosolized pyrethrums or resmethrin with probe attachment for crack and crevice inspection, dated glue boards and use of a functional flashlight.

Following each scheduled service, the Contractor must submit a written report to the using agency business manager or the business manager's designee, listing any and all areas that remain inaccessible for pest control service such as lockers, rooms, closets, etc.

The Contractor must utilize only personnel possessing valid NJ certified commercial pesticide applicator license and appropriate category or subcategory to engage in performance of pest control services. If a bidder's bid proposal fails to provide evidence of qualified personnel, the bid proposal may be deemed non-responsive.

The Contractor must employ or retain for the term of the contract and any extension thereof, the services of an entomologist consultant, with experience in institutional pest control. The entomologist must possess a master's degree in entomology.

The services provided by the entomologist consultant on pest control problems will be provided at no additional cost to the State.

3.2 SCHEDULED SERVICE

The successful Contractor shall be required to meet with each individual using agency requesting pest control service, prior to providing that service. The using agency contract manager shall then show to the Contractor any and all areas of the facility required to be treated for pest control.

Upon completion of the facility inspection, the Contractor shall be required to provide the using agency with a schedule of time and services to be provided within two (2) business days.

3.3 PERFORMANCE REQUIREMENTS

The Contractor must insure all precautions are taken to insure the safety of all human life, livestock and the environment.

All equipment and pesticides used by the Contractor are to be maintained and kept in compliance within DEP rules and regulations.

Before pest control applications are made, the Contractor shall notify the using agencies business manager or the business manager's designee of any precautionary actions that should be undertaken by the State facility.

The application of all pest control materials shall be made in a manner which is consistent with label instructions, and which does not cause harm, injury and damage to human life, livestock, property and/or the environment.

All pesticides used shall be non-flammable, secured when unattended and registered by the US Environmental Protection Agency and the New Jersey Department of Environmental Protection.

The Contractor shall be responsible for removing and disposing of all excess and/or unneeded chemicals, materials or equipment after the pest control application is completed. No chemicals or equipment are to be stored or disposed of at the State facility site at any time.

Under no circumstances shall the Contractor use any pesticide without first securing approval from the using agency business manager at the State facility. All information requested must be furnished to the satisfaction of the business manager for the State facility before proceeding.

The Contractor must ensure that every pesticide application is accorded consideration and investigation relating to environmental factors, with minimal pesticide exposure and prevention of adverse effects at the State facility.

Under no circumstances shall the pest control material be stored adjacent to or near the patient building and food areas during the performance of service. The Contractor will secure all material and equipment to prevent use or tampering by patients or others.

The Contractor is responsible for treating and controlling all wasps, hornets and other stinging insects that are nesting in the interior and/or on the exterior of all buildings.

The Contractor is required to treat and control external nesting of wasps, hornets and other stinging insects.

The Contractor is responsible to respond and treat reported nuisances at no additional cost including stinging insects and other specified pests near building perimeters, trash compactors and dumpsters.

Pesticide applications shall be provided according to need, and not according to a routine schedule. As general rule, application of pesticides in any area inside or outside the premises shall not occur unless visual inspections or monitoring devices indicate the presence of pests in that specific area.

Preventive pesticide treatments of areas determined to be at risk for infestation by insects or rodents, determined by inspection at the onset of the program or as part of a maintenance program, are acceptable.

3.4 INTEGRATED PEST MANAGEMENT (IPM) DESCRIPTION OF SERVICES:

The Contractor must comply with the IPM practices. This contract is part of a comprehensive IPM program for the State. The goal of IPM is to deliver effective pest control, while at the same time reducing the volume and toxicity of pesticide use. IPM is a process for achieving long term environmentally sound pest control through a wide variety of technological and management practices. <http://www.state.nj.us/dep/enforcement/pcp/ipm-contacts.htm>

<http://www.nj.gov/dep/enforcement/pcp/ipm-laws2.htm>

INTEGRATED PEST MANAGEMENT IN SCHOOLS Download Here 7:30-13.1 Scope and Purpose; **Integrated** ... Trenton, NJ 08625-0402 Last Updated: October 7, 2005

Control techniques in an IPM program include; a combination of pest monitoring, sanitation practices, education, solid waste management, and building maintenance, also physical, mechanical, and biological pest control. Additionally, the use of pesticides, in accordance with a predetermined hierarchy of pest management choices, formulations, and application techniques, will minimize the exposure and risks to people and the environment.

The emphasis of IPM is a holistic approach and is focused on elimination of causes as opposed to treating symptoms. The Contractor shall furnish all supervision, labor, materials, and equipment necessary to accomplish the surveillance, trapping, and pesticide application components of the IPM

program. The Contractor shall also provide detailed, site-specific recommendations for structural and procedural modifications necessary to achieve the goal of pest elimination.

3.5 OPERATIONS

The using agency is an operating facility; therefore, any contract work that may disrupt or interfere with the operation of any and/or all site locations shall be scheduled at a later time at the discretion of the using agency business manager.

All work schedules shall be submitted to the using agency business manager for review and approval.

All work shall be done primarily between the hours of 8:00 A.M. to 4:00 P.M., Monday through Friday. The Contractor shall arrange to work nights or weekend when required with no additional charge for overtime work.

3.6 PERFORMANCE - START UP

Within sixty (60) days of a contract award, the Contractor must eliminate pest problems that may have been present prior to contract award. During this 60 day period, the State facility will not process formal complaint forms against the Contractor for failure to meet performance requirements of this RFP as stated in Section 3.5 and Section 3.10 of this RFP

This sixty (60) day period shall allow the Contractor sufficient time to start and thoroughly service all locations. The period will begin with the contract award start date and continue for sixty (60) consecutive days. However, if, within the sixty (60) day period, a pest control problem is determined to be on the increase and shows no improvement, the State reserves the right to terminate any balance of the sixty (60) days and, if warranted, terminate contract.

Inspections may be conducted by the NJ Department of Health, JCAH, HCFA, Federal, N.J. licensed health officers, and any other authorized inspection officer. The Contractor shall service all required facilities and components to ensure that a satisfactory rating will be issued during pest control inspections.

The Contractor shall provide satisfactory service to all contracted areas at all times. A less than satisfactory rating will be issued as a result of continued pest control problems and shall be cause for complaint filed against the Contractor.

Follow up pest control inspections may be conducted within three (3) to five (5) weeks after the initial pest control inspection. If the Contractor receives two consecutive-less-than satisfactory ratings, the Contractor must have the affected area evaluated by an entomologist consultant within seventy-two (72) hours, at the Contractor's sole cost and expense.

The entomologist consultant shall submit a report in triplicate within twenty-four (24) hours following the evaluation to the using agency business manager or the business manager's designee, stating the problem found and the recommended corrective action.

The Contractor must effectively implement the action recommended by the entomologist consultant within five (5) days from the submission of the entomologist report.

Any area receiving three (3) consecutive less-than-satisfactory ratings shall result in filing a formal complaint to the New Jersey Purchase Bureau with a possible intent to terminate the contract. The Contractor must participate in an aggressive integrated pest management program in mutual cooperation with the State facility under engagement.

The Contractor shall report to the using agency business manager daily before starting work and also at the end of each workday. This must be done to establish priorities due to changing availabilities to work areas.

The Contractor shall be required to meet as requested with the using agency business manager to review all materials, schedules and discuss the progress of all service work and any problems the Contractor may have encountered. These meetings shall be in accordance with the requirements of the contract and will be at no additional charge to the State.

3.7 RESPONSIBILITY OF WORK

In the event the Contractor observes that any contract specifications or documents are at a variance in any respect to any Federal, State and local laws, order, rules, ordinances and regulations, the Contractor shall promptly notify the using agency business manager in writing of such variance with attached documentation for justification.

If the Contractor performs any work contrary to any Federal, State and local laws, rules, ordinances and regulations, they shall assume full responsibility and shall bear all costs attributable thereto. Additionally, the Contractor shall be liable and responsible for any violations of the DEP requirements.

All material to be incorporated in the work, all labor performed and all tools and methods shall be subject to the inspection by the business manager.

The Contractor must, within twenty-four (24) hours of a misapplication, submit a written report in triplicate of all reasons, causes, effects and remedies to the business manager.

3.8 RESPONSIBILITY FOR PROPERTY DAMAGE

The Contractor is responsible for any damage done to State Property, which was committed on the part of the Contractor during the execution of the work. Such property shall be restored by the Contractor at the Contractor's expense, to a condition equal to what existed before the damage occurred and must be acceptable to the State.

The Contractor assumes full responsibility for the equipment used in the execution of the work and agrees to make no claims against the State for damages to such equipment. The Contractor shall be responsible for any loss or damage to the Contractor's equipment and property.

In the event of damage to State property by the Contractor, the State reserves the right to immediately remedy the repairs at the expense of the Contractor.

3.9 COORDINATION - JOB SITE - CLEAN - UP

It shall be the responsibility of the Contractor to cooperate fully with the using agency business manager and leave the job site in a clean safe condition at the end of each day's work.

Upon completion of the day's job, the Contractor shall immediately remove all tools, equipment, and any surplus materials from State facility property.

The State facility is an operating facility; therefore, the Contractor shall cooperate with State personnel in keeping all roadways, parking lots and operating areas free and clear of debris, equipment and/or vehicles during performance of the contract. Where working conditions interfere

with the operation of the State facility, the Contractor shall secure prior approval of the using agency business manager before proceeding.

The Contractor must, at all times, be in total compliance with the provisions of DEP State Statutes Governing Pest Control, NJAC Title 7;Chapter 30,-et. seq.

3.10 ACCIDENT REPORTS

The Contractor will immediately report all accidents whatsoever arising out of and/or in conjunction with the performance of the work, whether on and/or adjacent to the State facility which has caused death, personal injury and/ or property damage, giving full detailed statements of witnesses.

All accidents shall be reported in person to the using agency business manager, within twenty-four (24) hours of the accidents. The Contractor will be required to submit a written report including full detailed statements of witnesses.

If any claim is made by a third person against the Contractor on account of any accident, the Contractor shall promptly report the claim in writing within twenty-four (24) hours.

Information to bidders:

This RFP includes termite inspections as indicated on price line 00085 on the bid price sheet.

3.11 SIGN-IN/SIGN-OUT PROCEDURE

The contractor's personnel 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. Under no circumstances will the contractor or his personnel represent themselves as employees of the State.

The above mentioned sign-in procedure and sign-in sheet will be the official record of employees for all purposes of this contract. This shall be used by the State Contract Manager for contractor employee and work verification purposes.

All contractors' personnel assigned to State facilities shall wear a uniform supplied by the contractor bearing the contractor's logo or other company identification. The company's name must be visible at all times.

All contractors' personnel shall wear a laminated picture identification on their left breast area on their uniform issued by the contractor. 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.

Any contractor's employee reporting to work without uniform and company identification badge will not be permitted to remain in the building.

3.12 SECURITY CLEARANCES

As a condition of performing work at any State facility and for purposes of determining a person's qualifications as contracted personnel, the contractor shall undertake a criminal history record background check for all personnel assigned to work at any State facility pursuant to regulations promulgated under N.J.A.C. 13:59-1.1 et seq.

3.12.1 CRIMINAL HISTORY RECORD

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 personnel it may assign to work at any State facility. The contractor shall not permit any newly hired, re-hired or transferred personnel to work in any facility until the SBI has furnished the results of the criminal history record background check to the vendor. The contractor shall review the results of that criminal history record background check prior to assigning personnel.

3.12.2 CRIMINAL HISTORY RECORD FILE

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 these State Complexes. 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 at the State's sole discretion. Any such reference check must have been during the period of this contract or no later than six months from the contract begin date.

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.

NOTE: All bidders must comply with Federal minimum wage and prevailing wage laws.

Effective March 13, 2006 a new law requires that all contracts to furnish building services for any owned or leased by the State, must contain provisions that require the payment of the prevailing wage rate to all building service employees (janitorial service, security guards, etc.) performing those duties.

The Department of Labor and Workforce Development is responsible for enforcing this new legislation and ensuring those wages for those workers is paid properly.

Kindly refer to the following web-sites for additional information:

[Wage Determinations Online](#)

WDOL.gov is part of the Integrated Acquisition Environment, one of the E-Government initiatives in the President's Management Agenda.

www.wdol.gov/

www.bls.gov/cew/home.htm#data & web-site www.wdol.gov/sca.aspx#0

3.13 Quantity And Payment (Hourly Rates)

The number of hours for which payment shall be made will be the total number of hours the Contractor personnel is actually on site and performing the required service. The service hour for payment shall begin as soon as the Contractor personnel reports to the business manager or designate and shall terminate when released by the business manager or the business manager's designee.

Actual hours shall be paid for total hours of work in multiples of 1/2 hour based on the rate per hour offered.

The Contractor shall furnish an invoice on a monthly basis and services shall be paid for all work completed and approved by the business manager or the business manager's designee.

The State reserves the right to increase areas to be serviced at the quoted price. Also, the State reserves the right to decrease service due to shut down of facilities areas. The Contractor shall reduce or increase charges proportionally based upon quoted price.

4.0 Bid PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

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

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page [http://www.state.nj.us/treasury/purchase/bid/summary/BID NUMBER: 07-X-38833.shtml](http://www.state.nj.us/treasury/purchase/bid/summary/BID_NUMBER: 07-X-38833.shtml). Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 NUMBER OF BID PROPOSAL COPIES

The bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit three **(3) full, complete and exact copies** of the original. The copies requested are necessary in the evaluation of the bid proposal. A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 BID PROPOSAL CONTENT

4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage [http://www.state.nj.us/treasury/purchase/bid/summary/BID NUMBER: 07-X-38833.shtml](http://www.state.nj.us/treasury/purchase/bid/summary/BID_NUMBER: 07-X-38833.shtml). The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

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

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage [http://www.state.nj.us/treasury/purchase/bid/summary/BID NUMBER: 07-X-38833.shtml](http://www.state.nj.us/treasury/purchase/bid/summary/BID_NUMBER: 07-X-38833.shtml).

4.4.2 PROOF OF REGISTRATIONS THAT MUST BE SUBMITTED WITH THE BID PROPOSAL

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

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

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

Refer to Section 1.1. of the NJ Standard Terms and Conditions located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/BID NUMBER: 07-X-38833.shtml>

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

4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/BID NUMBER: 07-X-38833.shtml>.

4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to 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 State contract. The Affirmative Action Forms are located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/BID NUMBER: 07-X-38833.shtml>.

4.4.3.3 SERVICES SOURCE DISCLOSURE FORM

Not applicable to this procurement.

4.4.3.4 SUBMITTALS

THE BIDDER SHOULD INCORPORATE ANY MANDATORY OR OPTIONAL SUBMITTALS; I.E., SAMPLE SUBMISSIONS, REGISTRATION CARDS, CERTIFICATIONS AND LICENSES AS PER SECTION 3.1 OF THIS RFP.

4.4.4.1 BIDDER EXPERIENCE - DATA SHEETS

The bidder must provide all of the information requested in the Bidder's Data Packet located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/BID NUMBER: 07-X-38833.shtml>.

4.4.4.2 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE

The bidder shall 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 two names and telephone numbers of individuals for the other contract party. Beginning and ending dates should also be given for each contract.

4.4.5 FINANCIAL CAPABILITY OF THE BIDDER

[Upon request,] In order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit two years of certified financial statements that include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

The bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with its Bid Proposal.

The State reserves the right to make the determination whether to accept the bidder's assertion of confidentiality and will advise the bidder accordingly.

4.4.6 PRICE SCHEDULE

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

4.4.6.1 Bidders must submit prices on the attached "price sheet" in accordance with the descriptions for each price line. This will be an all or none award RFP, failure to provide pricing for all price lines will render the bidders bid proposal non-responsive.

NOTE: BIDDERS ARE NOT PERMITTED TO BID SHIFT DIFFERENTIALS, HOLIDAY, OR OVERTIME HOURLY RATES. ANY BIDS THAT CONTAIN SHIFT DIFFERENTIALS ETC., WILL BE CONSIDERED NON-RESPONSIVE.

4.4.7 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.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

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

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions located on the Advertised Solicitation, Current Bid Opportunities webpage: [http://www.state.nj.us/treasury/purchase/bid/summary/BID NUMBER: 07-X-38833.shtml](http://www.state.nj.us/treasury/purchase/bid/summary/BID_NUMBER:07-X-38833.shtml).

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

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

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of three (3) years. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP:

[http://www.state.nj.us/treasury/purchase/bid/summary/BID NUMBER: 07-X-38833.shtml](http://www.state.nj.us/treasury/purchase/bid/summary/BID_NUMBER:07-X-38833.shtml). If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of two (2) one-year periods or less, by the mutual written consent of the contractor and the Director.

5.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than one hundred and twenty (120) days beyond the expiration date of the contract.

5.4 CONTRACT AMENDMENT

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

5.5 ITEMS ORDERED AND DELIVERED

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

The contract involves items which are necessary for the continuation of ongoing critical State services. Any delay in delivery of these items would disrupt State services and would force the

State to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the State's ongoing needs.

5.6 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

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

5.7 MANUFACTURING/PACKAGING REQUIREMENTS

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

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

5.8 CLAIMS

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

5.9 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as required by in paragraph 3.19 of the NJ Standard Terms and Conditions, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07-X-38833.shtml>, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political subdivisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

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

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

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement for information. Contractors are strongly encouraged to submit the required information in electronic spreadsheet format. The Purchase Bureau uses Microsoft Excel.

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

6.0 PROPOSAL EVALUATION/CONTRACT AWARD

6.1 CONTRACT EVALUATION

The following criteria will be used to evaluate the bid proposal submitted in response to this RFP. The criteria are not listed in order of importance:

6.1.1 Price

6.1.2 Experience of the bidder

6.1.3 The bidder's past performance under similar contracts, including if applicable, the Division's vendor performance database.

6.1.4 Bid proposals will be ranked according to the lowest cost total of all combined bid price lines of several pre-selected price lines of the price sheet. This will be documented in a **Model** taken from the price lines in the price sheet located on the Advertised Solicitation, Current Bidding Opportunities web page. <http://www.state.nj.us/treasury/purchase/bid/summary/07-X-38643.shtml>

Additionally, for the purpose of determining cost, the Purchase Bureau shall utilize a **Model** identifying key price lines from a single pre-selected year listed on the price sheet. The **Model** will be made available at the public bid opening. This information will not be available prior to the public bid opening. **(This Model will be issued upon request at the bid opening)**

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

Prior to contract award and with the exception of scheduling a review of submitted bids, 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 with the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

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

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

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

6.3 BID DISCREPANCIES

In evaluating bids:

- Discrepancies between words and figures will be resolved in favor of words.
- Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices.

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

6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

Following the opening of bid proposals, the State reserves the right, pursuant to N.J.S.A. 52:34-12(f), to negotiate: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder. In addition, the State reserves the right to seek a Best and Final Offer (BAFO) from one or more bidders. In response to the State's request to negotiate, the bidder must continue to satisfy all mandatory RFP requirements but may improve upon its original technical proposal in any revised technical proposal. However, any revised technical proposal that does not continue to satisfy all mandatory requirements will be rejected as non-responsive and the original technical proposal will be used for any further evaluation purposes, in accordance with the following procedure:

The State will conduct an initial review and determine whether and with which bidder(s) it will negotiate, and will communicate its request to each such bidder. In response, the bidder will submit any required revisions to its proposal.

In response to the State's request for a BAFO, the bidder may submit a revised price proposal that is equal to or lower in price than its original submission, but must continue to satisfy all mandatory requirements.

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

All contacts, records of initial evaluations, any correspondence with bidders related to any request for negotiation or BAFO, any revised technical and/or price proposals, the State's evaluation and the Award Recommendation, will remain confidential until an Intent to Award notice is issued.

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted N.J.S.A. 19:44A-20.13 – 25 on March 22, 2005 the “Legislation”), retroactive to October 15, 2004, superseding the terms of Executive Order 134. Pursuant to the requirements of the Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

7.1.1.1 DEFINITIONS

For the purpose of this section, the following shall be defined as follows:

- a) Contribution – means a contribution reportable as a recipient under “The New Jersey Campaign Contributions and Expenditures Reporting Act.” P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed “reportable” under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.
- b) Business Entity – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition of a business entity includes (i)all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii)any subsidiaries directly or indirectly controlled by the business entity; (iii)any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv)if a business entity is a natural person, that person’s spouse or child, residing in the same household.

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

It shall be a breach of the terms of the contract for the Business Entity to (i)make or solicit a contribution in violation of the Legislation, (ii)knowingly conceal or misrepresent a contribution given or received; (iii)make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv)make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v)engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi)fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii)engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii)directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134> , shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134> , shall be provided to the intended awardee with the Notice of Intent to Award.

7.1.1.4 STATE TREASURER REVIEW

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

7.1.2 SOURCE DISCLOSURE REQUIREMENTS

7.1.2.1 REQUIREMENTS OF N.J.S.A. 52:34-13.2

Under the referenced statute, effective August 3, 2005, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

7.1.2.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to the statutory requirements, the intended awardee of a contract primarily for services with the State of New Jersey must disclose the location by country where services under the contract, including subcontracted services, will be performed. The Source Disclosure Certification form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/<bid#>.shtml>.

FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.

If any of the services cannot be performed within the United States, the bidder shall state with specificity the reasons why the services cannot be so performed. The Director shall determine whether sufficient justification has been provided by the bidder to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

7.1.2.3 BREACH OF CONTRACT OF EXECUTIVE ORDER 129

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT.

If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions of the RFP, unless previously approved by the Director and the Treasurer.

7.2 FINAL CONTRACT AWARD

Contract awards shall be made with reasonable promptness by written notice to that responsible bidder, whose bid proposal, conforming to this RFP, is most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest so to do.

An award will be made to one primary and one secondary Contractor to provide service to the whole State.

7.2.1 ENGAGEMENT

Using Agencies must first utilize the primary contractor. Only if the primary contractor is unable to provide the services required of this RFP, the Using Agency is permitted to utilize the secondary contractor.

The secondary contractor must, upon receipt of a request from the using agency, immediately advise the Using Agency whether it will be able to perform the required services.

Any failure on the part of the primary vendor or secondary vendor to immediately advise the Using Agency of its inability to satisfy the required services of this RFP shall be treated as a breach of the contract and may result in the cancellation of the contract.

7.3 INSURANCE CERTIFICATES

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

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the contractor will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and email address.

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.