



# Request for Proposal 06-X-38543

## For: Temporary Legal Services, Secretaries and Paralegals

Event	Date	Time
<b>Bidder's Electronic Question Due Date</b> (Refer to RFP Section 1.3.1 for more information.)	02/09/06	4PM
<b>Mandatory Pre-bid Conference</b> (Refer to <a href="#">RFP Section 1.3.3</a> for important details about the new electronic bid option.)	NA	NA
<b>Mandatory Site Visit</b> (Refer to <a href="#">RFP Section 1.3.2</a> for more information.)	NA	NA
<b>Bid Submission Due Date</b> (Refer to <a href="#">RFP Section 1.3.5</a> for more information.)	02/28/06	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.

Set-Aside	Status	Category
<b>Small Business</b> (Refer to <a href="#">RFP Section 4.4.1.8</a> for more information.)	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Entire Contract <input type="checkbox"/> Partial Contract <input type="checkbox"/> Sub Contracting Only	<input type="checkbox"/> I <input type="checkbox"/> II <input type="checkbox"/> III

RFP Issued By

Using [Agency/Agencies](#)

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

Division of Law &  
Various State Agencies

Date:

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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 on behalf of Division of Law, and other State Agencies. The purpose of this RFP is to solicit bid proposals for Temporary help from Legal Secretaries and Paralegals.

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.

### **1.2 BACKGROUND**

Maintaining the proper staffing levels for Legal Secretaries and Paralegals has become a challenge for State agencies requiring their service. In order to provide this type of personnel and service the State must have the ability to hire temporary employees when the need is warranted.

Contracts resulting from this RFP are not intended to supply personnel for long-term or indefinite use. Personnel are to be provided for emergency shortages in the State workforce, and for special projects or peak workloads. In general, State Agencies are not permitted to use temporaries for a period exceeding six (6) months of continuous hire.

This is a reprocurement of the Temporary Legal Services, Legal Secretaries and Paralegals, **term** contract, presently due to expire on February 28, 2006. Bidders who are interested in the current contract specifications and pricing information may review the current contract T1917 at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

#### **Zones to be bid are as follows:**

**Zone 1:** Warren, Passaic, Bergen, Union  
Sussex, Morris, Essex, Hudson,  
Somerset

**Zone 2:** Hunterdon, Middlesex, Burlington, Monmouth,  
Mercer

**Zone 3:** Ocean, Atlantic, Cape May  
Camden, Salem, Cumberland, Gloucester

### **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>**

**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**

#### **3.0 Scope of Work**

**3.1** The Contractor shall provide temporary personnel as requested by various State Agencies. If a Contractor is requested to furnish personnel by a State Agency, they are expected to provide the needed personnel within 48 hours. Failure to provide the needed personnel will result in a complaint to the Contract Compliance Unit and a possible loss of contract.

**3.2** These contracts are not intended to violate hiring rules and regulations as promulgated by the New Jersey Department of Personnel, nor as covered by State union contracts.

**3.3** Bidders are to furnish prices only for the labor categories listed on the bid sheet. Additional labor categories or variations of the listed labor categories are not acceptable, and may render your bid non-responsive.

**3.4** Actual work requirements and responsibilities of a labor category will be based on the needs of the Using Agency. The job titles for the labor categories in this RFP cover a broad range of work responsibilities. Additional duties and responsibilities may be found at the following web site:

**<http://webapps.dop.state.nj.us/TitleList/StateList.aspx>**

**3.5** The State does not have a policy against people working for more than one (1) firm.

#### **3.6 Personnel**

A. All personnel assigned to perform work as stated in the RFP shall be physically able to perform their assigned task.

B. All personnel shall be experienced employees, thoroughly trained and qualified to perform the work assigned to them.

C. Under limited supervision, performs the research of laws, rules and regulations, the investigation of facts, and the preparation of documents used in briefs, pleadings, appeals, and other legal actions; does related work.

##### **3.6.1 PARALEGAL**

**NOTE:** The examples of work for this title are for illustrative purposes only. A particular position using this title may not perform all duties listed in the job specification. Conversely, all duties performed on the job, may not be listed in this RFP.

All paralegal personnel shall be graduates from an accredited college with at least an Associate's degree as a Legal Assistant or in Paralegal Studies or, successful completion of a two (2) year approved course in Paralegal training at a recognized educational institution and two years of paralegal/legislative research experience.

A paralegal may be required; under the general direction of an attorney, supervise paralegal staff and personally perform work involved in research of laws, rules, and regulations, the investigation of facts, and the preparation of documents used in briefs, pleadings, appeals, and other legal actions; does other related duties as required.



### 3.6.2 LEGAL SECRETARY

**NOTE:** The examples of work for this title are for illustrative purposes only. A particular position using this title may not perform all duties listed in the job specification. Conversely, all duties performed on the job, may not be listed in this RFP.

A Legal Secretary shall have two year experience in work involving the taking and transcribing of legal dictation. May under the direction of an attorney or other supervisory official in a state department or agency, transcribes or types dictation irrespective of medium, which is of a complex legal nature and requires a comprehensive knowledge of legal procedure and terminology; may act as a lead worker over other clerical and or secretarial employees; maintains dockets, looks up references, and generally functions in the capacity of a secretary; does other related duties.

Job description, duties and responsibilities may be found at the following web site:

[NJ DOP - JOBS - JOB ANNOUNCEMENTS](http://webapps.dop.state.nj.us/TitleList/StateList.aspx)

<http://webapps.dop.state.nj.us/TitleList/StateList.aspx>

### 3.7 Method Of Contractor Engagement:

Whenever a Using Agency has an ongoing need for temporary services, or whenever a need can be anticipated sufficiently in advance, regular scheduling with temporary firms should be completed on a monthly basis. There will be one primary and one secondary Contractor for each region.

The Using Agencies are to schedule services under these contracts only through the firms under contract. In all cases, the Using Agency will identify the region, and the personnel category(s) required. The Agency must then contact the primary Contractor of that region, for the services required, and then to the secondary Contractor, until all slots are filled.

The primary Contractor in each region will be given the first opportunity to fill all available slots. The Using Agency will provide the primary Contractor of that region with a written list of all available slots for an upcoming month by the second week for the prior month. The primary Contractor will then be given approximately two (2) days to respond. In the event the primary Contractor cannot fill all available slots in any month, the secondary Contractor will then be contacted to provide the necessary personnel. Each Contractor will be given two days to fill all remaining available slots.

When sufficient time is not available to follow a regular monthly scheduling procedure, emergency scheduling is authorized and may be completed on an as-needed basis. The Using Agency must still contact the appropriate Contractors for the region in which the facility is located in order of primary and secondary, until a Contractor is located to provide all required services. The Using Agency should allow as much time as possible for each Contractor to determine if the contractor can fulfill the service requirements.

It is recognized that, in the interests of time, particularly in emergency situations, that the initial contacts with Contractors be made by telephone or electronic e-mail. The Using Agency will confirm all schedules. However, it is required that the Using Agency maintain complete written documentation each time the contract is used. All telephone contacts must be followed up with written confirmation of the substance and results of the telephone contact. Written confirmation is required in all cases, particularly when the Contractor contacted is not used to

provide service. Specifically, the Using Agency must be able to provide written documentation that, in all cases; the contractors were contacted in order from primary to secondary when service is Required.

Adequate documentation must be developed and maintained each time emergency scheduling procedures are used.

All documentation concerning the Using Agency's staff scheduling to be covered by contracts which result from this RFP must be maintained for one (1) year following the expiration of the contract, including any extension(s) thereof.

## **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: 06-X-38543.shtml](http://www.state.nj.us/treasury/purchase/bid/summary/BID_NUMBER:06-X-38543.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 four (4) **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: 06-X-38543.shtml](http://www.state.nj.us/treasury/purchase/bid/summary/BID_NUMBER:06-X-38543.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: 06-X-38543.shtml](http://www.state.nj.us/treasury/purchase/bid/summary/BID_NUMBER:06-X-38543.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](http://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: 06-X-38543.shtml](http://www.state.nj.us/treasury/purchase/bid/summary/BID_NUMBER:06-X-38543.shtml)

##### 4.4.2.2 SMALL BUSINESS SET-ASIDE CONTRACTS

Not applicable to this procurement.

#### 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: 06-X-38543.shtml](http://www.state.nj.us/treasury/purchase/bid/summary/BID_NUMBER:06-X-38543.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: 06-X-38543.shtml](http://www.state.nj.us/treasury/purchase/bid/summary/BID_NUMBER:06-X-38543.shtml).

##### 4.4.3.3 SERVICES SOURCE DISCLOSURE FORM

Not applicable to this procurement.

Pursuant to N.J.S.A. 52:34-13.2, the bidder is required to submit with its bid proposal a completed source disclosure form. [http://www.state.nj.us/treasury/purchase/bid/summary/BID NUMBER: 06-X-38543.shtml](http://www.state.nj.us/treasury/purchase/bid/summary/BID_NUMBER:06-X-38543.shtml). Refer to section 7.2 of this RFP

#### 4.4.4 SUBMITTALS

Not applicable to this procurement.

##### 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: 06-X-38543.shtml](http://www.state.nj.us/treasury/purchase/bid/summary/BID_NUMBER: 06-X-38543.shtml).

#### 4.4.4.2 SAMPLES/SAMPLE TESTING

#### 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.

**4.4.7** Bidders must submit prices on the attached "price sheet" in accordance with the labor category descriptions for each price line. Bidders must submit pricing for all three (3) regions and all three years. **Failure to provide pricing for all regions or 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. Bid proposals stating permanent hiring fees may be rejected.

## **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: 06-X-38543.shtml](http://www.state.nj.us/treasury/purchase/bid/summary/BID_NUMBER:06-X-38543.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: 06-X-38543.shtml](http://www.state.nj.us/treasury/purchase/bid/summary/BID_NUMBER:06-X-38543.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. : **Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than 45 days after contract expiration.]**

### **5.3 CONTRACT TRANSITION**

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than one hundred and twenty days (120) 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 ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agency [Agencies] reveals [reveal] that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or as a basis not to award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the Agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

The contract involves items which are necessary for the continuation of ongoing critical State services. Any delay in delivery of these items would disrupt State services and would force the State to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the State's ongoing needs.

#### 5.6 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

Not applicable to this procurement.

#### 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/bid#06-X-38543.shtml>, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

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

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

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement for information.

Contractors are strongly encouraged to submit the required information in electronic spreadsheet format. The Purchase Bureau uses Microsoft Excel. Failure to report this mandated information will be a factor in future award decisions.



## **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 For evaluation purposes, bid proposals will be ranked according to the lowest cost total of all bid price lines of each zone bid. Price lines are located on the Price Sheet located on the Advertised Solicitation, Current Bid Opportunities webpage.

<http://www.state.nj.us/treasury/purchase/bid/summary/06-X-38543.shtml>.

**Note: All price lines of each zone must be bid in order to be considered for an award, but all zones do not have to be bid in order to be considered for an award.**

### **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.

## **7.0 CONTRACT AWARD**

### **7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD**

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

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

##### **7.1.1.1 DEFINITIONS**

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

a) Contribution – means a contribution reportable as a recipient under “The New Jersey Campaign Contributions and Expenditures Reporting Act.” P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition of a business entity includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person’s spouse or child, residing in the same household.

##### **7.1.1.2 BREACH OF TERMS OF THE LEGISLATION**

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

### 7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

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

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

### 7.1.1.4 STATE TREASURER REVIEW

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

### 7.1.2 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# 06-X-38543>.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 award[s] shall be made with reasonable promptness by written notice to that responsible bidder(s), whose bid proposal(s), conforming to this RFP, are 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 shall be made to one primary and one secondary vendor of each zone bid to service this contract. Contractors shall be required to provide personnel covering their awarded zone(s) as listed in Section 1.2 of this RFP. A bidder may be awarded more than one zone.

Kindly refer to section 3.7 Method of Contractor Engagement, for the proper protocol of engagement.

#### **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.