

Request for Proposal 08-X-39960

For: Written Translation Services: English to Spanish

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	April 8, 2008	5:00 PM
Optional Pre-bid Conference	Not Applicable	
Mandatory Site Visit	Not Applicable	
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	April 29, 2008	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.

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

RFP Issued By

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

Using Agencies

State of New Jersey
Various Departments and Agencies

Date: March 19, 2008

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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 (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 New Jersey Commerce 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 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 various State departments and agencies. The purpose of this RFP is to solicit bid proposals to engage contractors to provide English to Spanish translation of State documents and materials. The documents requiring translation shall be classed into five (5) categories: 1) law/public safety, 2) health/medical, 3) technical/transportation, 4) social services, and 5) education.

The intent of this RFP is to award contracts to a maximum of two (2) responsible bidders, for each of the five (5) document categories, whose bid proposals, conforming to this RFP are most advantageous to the State, price and other factors considered. One (1) contract, per document category, of the contracts awarded is set-aside for small businesses registered with the State.

Bidders may bid on one, two, three, four or all document categories. Bidders awarded a contract resulting from this RFP will subsequently be eligible for engagement under this contract in accordance with the engagement process described in Section 1.2.1. 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 version 07/27/07 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

The State recognizes the need to provide general and technical information to State residents and visitors in languages other than English. Figures available from the United State Census Bureau for 2006 indicate that 15.6 percent (%) of New Jersey residents are of Hispanic or Latino origin. This is nearly a full percentage point greater than the national estimate of 14.8 percent (%). In addition, the 2005 American Community Survey performed by the United State Census Bureau cites 27.4 percent (%) of New Jersey respondents, age five (5) years and above, as indicating that they spoke a language other than English at home. The comparative national figure is 19.4 percent (%).

Given the demographic characteristics of the State, the Governor's Working Group on Latino Affairs has identified English to Spanish translations as the most emergent need for enhancing communication from the State to a sizeable portion of its residents and visitors.

1.2.1 ENGAGEMENT PROCESS

Each Using Agency shall engage a Contracted Translation Services Firm in accordance with the following process:

The Using Agency shall request document translation from the lowest-priced contractor in the respective document category. If this contractor is unable to participate in a specific document translation request due to a conflict of interest or scheduling problem, it shall immediately decline the request for translation services via telephone or e-mail to the Using Agency upon receipt of the request.

In cases of conflict of interest or if the contractor cannot provide document translation within the Using Agency's required due date, the alternate contractor shall be engaged, provided the alternate contractor has no conflict of interest and can complete the document translation within the required timeframe.

The Using Agency shall reserve the right to procure document translation from the contractor for each document category that offers the best value, price and other factors.

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.htm>.

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.

Procedural inquiries on this RFP may be directed to RFP.procedures@treas.state.nj.us. This e-mail address may also be used to submit requests to review bid documents. The State will not respond to substantive questions related to the RFP or any other contract via this e-mail address.

To submit an RFP or contract related question, go to the Current Bidding Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>.

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. Because the State proposes to negotiate and/or pursue a Best and Final Offer, bid proposals will not be made public until the Letter of Intent to Award is issued.

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.**

By signing the cover sheet of this RFP, the bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be

accessible to State using agencies and cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

All bid proposals, with the exception of information determined by the State or the Court to be proprietary, are available for public inspection after the Letter of Intent to Award is issued. At such time, interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

1.4.5 BID OPENING

On the date and time bid proposals are due under the RFP, only the names of the bidders submitting bid proposals will be publicly announced. The contents of the bid proposals shall remain confidential until the Notice of Intent to Award is issued by the Director.

1.4.6 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.

1.4.7 BID ERRORS

In accordance with N.J.A.C. 17:12-1.22, "Bid Errors," a bidder may withdraw its bid as follows:

A bidder may request that its bid be withdrawn prior to bid opening. Such request must be made, in writing, to the Supervisor of the Business Unit. If the request is granted, the bidder may submit a revised bid as long as the bid is received prior to the announced date and time for bid opening and at the place specified.

If, after bid opening but before contract award, a bidder discovers an error in its proposal, the bidder may make written request to the Supervisor of the Business Unit for authorization to withdraw its proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. Note: a PB-36 complaint form may be filed and forwarded to the Division's Contract Compliance and Administration Unit (CCAU) for handling. A record of the complaint will also be maintained in the Division's vendor performance file for evaluation of future bids submitted.

All bid withdrawal requests must include the bid identification number and the final bid opening date and sent to the following address:

Department of the Treasury
Purchase Bureau, PO Box 230
33 West State Street – 9th Floor
Trenton, New Jersey 08625-0230
Attention: Supervisor, Business Unit

If during a bid evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the bidder. The bidder will have five days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its bid shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the bidder's intention is not readily discernible from other parts of the bid proposal, the Director may seek clarification from the bidder to ascertain the true intent of the bid.

1.4.8 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, 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.

All-Inclusive Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

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

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

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

Contractor – The bidder awarded a contract resulting from this RFP. Also referred to as the Implementation Contractor.

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

Division – The Division of Purchase and Property

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

Firm Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by the State unless there is a change in the scope of work.

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, not mandatory.

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

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

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

Should – Denotes that which is recommended, not mandatory.

State Contract Manager – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work as set forth in Sections 8.1, 8.1.1 and 8.1.2.

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

State – State of New Jersey.

Subcontractor – An entity having an arrangement with a State contractor, where the State contractor uses the products and/or services of that entity to fulfill some of its obligations under its State contract, while retaining full responsibility for the performance of all of its [the contractor's] obligations under the contract, including payment to the subcontractor. The subcontractor has no legal relationship with the State, only with the contractor.

Task – A discrete unit of work to be performed.

Using Agency[ies] – The entity[ies] for which the Division has issued this RFP and will enter into a contract.

2.2 CONTRACT SPECIFIC DEFINITIONS

Business Day – Monday through Friday exclusive of State Holidays as listed at the following url: www.state.nj.us/nj/about/facts/holidays.html.

Expedited Written Translation– Requests from State Contract Managers for 10 or fewer pages of English to Spanish written translation that shall be completed same day or within one (1) business day of a requesting State Contract Manager sending source document to the contractor.

Repetitive Text – Words and language that is repeated within a document or from a previous document to a subsequent document in a single translation request/assignment or from a previous request/assignment

Routine Written Translation – Requests from State Contract Managers for 20 or fewer pages of English to Spanish written translation to be completed by the contractor after the same day or one (1) business day of a request by a State Contract Manager and that shall be completed by the contractor within a period specified by the State Contract Manager.

Word – A discrete unit of written speech, includes articles, e.g., a, an, and the. Hyphenated words are considered to be one (1) word. Also included are acronyms, e.g., FBI and abbreviations such as d.o.b (date of birth.)

3.0 SCOPE OF WORK

3.1 DUTIES AND OBLIGATIONS –USING AGENCY

The Using Agency shall provide the contractor with the document to be translated along with the designation of whether the request is to be considered expedited or routine. The Using Agency shall also provide the contractor with the required completion date.

3.2 DUTIES AND OBLIGATIONS –CONTRACTOR

The contractor shall provide English to Spanish translation of State documents upon request by the Using Agency. The contractor shall be capable of receiving documents by facsimile, e-mail or other electronic means (i.e. PDF or flat files, standard word processing languages, etc.), U.S. postal service or courier delivery. The typical delivery is expected to be by facsimile, e-mail or other electronic means. The contractor shall immediately inform the Using Agency of any translation request it cannot completely satisfy.

The translated document shall be in an electronic format stipulated by the Using Agency. This shall include any graphic files that require translation. The Using Agency shall prescribe a preferred method of document delivery on an individual project basis (project-by-project). In some cases, a faxed version of the document will suffice and in others, the final document may need to be sent overnight or in a specified electronic format. The contractor shall pay for all deliveries.

3.3 QUALITY ASSURANCE

The contractor shall ensure that each translator is professional, appropriately trained, competent, and can convey information in Spanish accurately. The contractor shall also ensure that translators have fundamental knowledge in both English and Spanish of any specialized terms or concepts particular to the Using Agency. The Using Agency may supply a glossary of terms germane to the agency.

The Using Agency, reserves the right to accept the translations as submitted or to request further editing until final approval is given by the Using Agency. The contractor shall ensure that documents are translated at the same reading level of the source text unless directed otherwise by the Using Agency. The contractor shall ensure that each translated document is consistent and maintains the accuracy of the original documents.

The contractor shall develop a written protocol that details its plan to ensure the accuracy of the translation services. The contractor shall submit the written protocol to the Using Agency for approval. In addition, the contractor shall develop a log, subject to approval by Using Agencies, to monitor its compliance in meeting deadlines for completion of translation services.

3.3.1 PROOFING/EDITING

The contractor shall provide written justification for all edits and changes it suggests to the Using Agency. Basic grammar and punctuation may be added, without justification, but changes on word choice and adjustments to major blocks of text or content must be accompanied by the contractor's rationale. It may be necessary for the contractor to offer explanations based on the intended audience, original source text or even the nature of a specific Spanish dialect.

3.3.2 CONFIDENTIALITY COMPLIANCE

The contractor shall, at all times, in performance of this contract, ensure that it maintains State-supplied documents in a confidential manner.

Such compliance shall include, but not be limited to, the erasure and deletion of all personal, confidential information that may be contained on all personal computers and their drives prior to disposal, or any other disposition that may be required, of such informational technology equipment in accordance with the requirements set forth by the US Department of Defense (DoD) 5220.22-M Standard.

3.4 RETURN OF DOCUMENTS

The contractor shall return English to Spanish translated documents to the Using Agency by the required translation completion date. The contractor may e-mail an electronic version of the English to Spanish translated document to the Using Agency. The contractor shall also deliver hard copy of each translated document to the Using Agency in a manner to be determined by the Using Agency.

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.

Note: Bid proposals shall not contain URLs (Uniform Resource Locators, i.e., the global address of documents and other resources on the world wide web) or web addresses. Inasmuch as the web contains dynamically changing content, inclusion of a URL or web address in a bid response is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that the bid's content changes as the referenced web pages change.

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/08x39960.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 **eight (8) full, complete and exact copies and one (1) unbound, complete and exact copy** 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

The bid proposal should be submitted in one volume and that volume divided into four (4) sections with tabs (separators), and the content of the material located behind each tab, as follows:

- Section 1 - Forms (Section 4.4.1 - 4.4.3.)
- Section 2 - Technical Proposal (Section 4.4.4)
- Section 3 - Organizational Support and Experience (Section 4.4.5)
- Section 4 - Cost Proposal (Section 4.4.6)

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/08x39960.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/08x39960.shtml>.

4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39960.shtml>.

4.4.2 PROOFS OF REGISTRATION 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/nibgs 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 version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39960.shtml>.

4.4.2.2 SMALL BUSINESS SET-ASIDE CONTRACTS

This is a Set-Aside Contract for Category I, II, and III Small Businesses. The bidder must be registered as a qualifying small business with the New Jersey Commerce Commission (Commerce) by the date the bid is received and opened. Evidence that the bidder has registered with Commerce as a small business should be submitted with the bid proposal.

*****IMPORTANT NOTE: EVEN IF THE BIDDER IS AN INCUMBENT CONTRACTOR AND/OR HAS BEEN PREVIOUSLY REGISTERED OR CERTIFIED UNDER THE FORMER SBE/MBE/WBE PROGRAM, THE BIDDER WILL NEED TO BE SURE THAT IT IS REGISTERED ON THE DAY OF BID RECEIPT AND OPENING WITH THE COMMERCE COMMISSION UNDER THE NEW, SMALL BUSINESS PROGRAM TO BE ELIGIBLE FOR AWARD. THE TELEPHONE NUMBER TO CALL COMMERCE TO CHECK REGISTRATION STATUS IS 609 292-2146.*****

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/08x39960.shtml>.

4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to submit a copy of Certificate of Employee Information or a copy of Federal Letter of Approval verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. If the bidder has neither document of Affirmative Action evidence, then the bidder must complete the attached Affirmative Action Employee Information Report (AA-302). This requirement is a precondition to entering into a State contract. The Affirmative Action Employee Information Report (AA-302) is located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39960.shtml>.

4.4.3.3 SERVICES SOURCE DISCLOSURE FORM

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. The Services Source Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39960.shtml>. Refer to section 7.1.2 of this RFP.

4.4.3.4 NOTICE OF INTENT TO SUBCONTRACT FORM

All bidders should complete the attached Notice of Intent to Subcontract Form <http://www.state.nj.us/treasury/purchase/bid/summary/08x39960.shtml> to advise the State as to whether or not a subcontractor will be utilized to provide any goods or services under the contract. If this is a Small Business Subcontracting set-aside contract, the bidder must comply with the Procedures for Small Business Participation as Subcontractors set forth in <http://www.state.nj.us/treasury/purchase/bid/summary/08x39960.shtml>.

4.4.3.5 SUBCONTRACTOR UTILIZATION FORM

If the bidder intends to utilize a subcontractor, the Subcontractor Utilization Form <http://www.state.nj.us/treasury/purchase/bid/summary/08x39960.shtml> should be completed and submitted with the bid proposal.

4.4.4 TECHNICAL PROPOSAL

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

4.4.4.1 MANAGEMENT OVERVIEW

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

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

a. Case Study

The documents at the end of this RFP represent the five (5) document categories from working areas of the State: 1) legal/public safety; 2) health/medical; 3) technical/transportation; 4) social services; and 5) education.

The bidder shall provide fully translated English to Spanish documents, for each of the attached document documents along with its prices and its attendant strategic and budgetary details for each document category on which the bidder is bidding.

The bidder shall also provide examples of prior translation efforts performed by the bidder that demonstrate its capacity to fulfill the scope of work requirements of the RFP.

4.4.4.2 CONTRACT MANAGEMENT

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

4.4.4.3 CONTRACT SCHEDULE

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

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

4.4.4.4 MOBILIZATION AND IMPLEMENTATION PLAN

Not applicable to this procurement.

4.4.4.5 POTENTIAL PROBLEMS

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

4.4.5 ORGANIZATIONAL SUPPORT AND EXPERIENCE

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

4.4.5.1 LOCATION

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

4.4.5.2 ORGANIZATION CHART (CONTRACT SPECIFIC)

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

4.4.5.3 RESUMES

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes shall be structured in accordance with the attached format ([Attachment A](#)) to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Resumes should include the following:

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

4.4.5.4 BACKUP STAFF

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

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

4.4.5.5 ORGANIZATION CHART (ENTIRE FIRM)

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

4.4.5.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE

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

4.4.5.7 FINANCIAL CAPABILITY OF THE BIDDER

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 certified financial statements to 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.

If the information is not supplied with the bid proposal, the State may still require the bidder to submit it. If the bidder fails to comply with the request within seven (7) business days, the State may deem the proposal non-responsive.

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

The State reserves the right to make the determination to accept the assertion and shall so advise the bidder.

4.4.5.8 SUBCONTRACTOR(S)

All bidders must complete the **Notice of Intent to Subcontract Form** whether or not they intend to utilize subcontractors in connection with the work set forth in this RFP. If the bidder intends to utilize subcontractor(s), then the **Subcontractor Utilization Plan** must also be submitted with the bid.

Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.

The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.

The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.

The bidder should provide documented experience to demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

4.4.6 PRICE SCHEDULE

The bidder must submit all requested pricing information for the document category(ies) on which it shall perform written translations. Failure to submit all requested pricing information may result in the bidder's proposal being considered materially non-responsive. Each bidder must hold its price(s) firm through issuance of contract to permit the completion of the evaluation of bid proposals received and the contract award process.

Note: The budget for the case study shall be provided with the price schedule. The same firm fixed price per word being bid must be used for the budget for the assignment.

A bidder must provide pricing for both Routine and Expedited translation of documents along with its estimation of a word count for each document category, as represented in the attached Case Study Attachments 1-5 (as described in Section 4.4.4.1) documents, on which it bids. The word count shall be the number of English words translated. If awarded a contract, the Unit Price column shall be the method for providing cost estimates for specific task assignments with payment to the contractor based upon the number of English words translated.

The bidder should submit a budget including labor titles and hourly rates for each labor title that supports and explains the firm fixed price submitted on its price schedule.

The State does not guarantee any volume of work.

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 version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage:
<http://www.state.nj.us/treasury/purchase/bid/summary/08x39960.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 version 07/27/07, 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 located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/08x39960.shtml>. If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

The contract may be extended for **two (2)** additional years. Extensions may be for periods of up to one (1) year, by mutual written consent of the contractor and the Director at the same terms, conditions and pricing. The length of each extension shall be determined when the extension request is processed.

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

5.3 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 **90** 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 CONTRACTOR RESPONSIBILITIES

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

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

5.6 SUBSTITUTION OF STAFF

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

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

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

5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Section 3.11 of the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage.

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

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

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the contractor in its bid proposal.

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

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

5.8 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings,

analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e., the State, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Agreement, contractor or subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

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

5.9 DATA CONFIDENTIALITY

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

5.10 NEWS RELEASES

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

5.11 ADVERTISING

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

5.12 LICENSES AND PERMITS

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

5.13 CLAIMS AND REMEDIES

5.13.1 CLAIMS

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

5.13.2 REMEDIES

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

5.13.3 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.

5.14 LATE DELIVERY

The contractor must immediately advise the Using Agency of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain.

5.15 RETAINAGE

Not applicable to this procurement.

5.16 STATE'S OPTION TO REDUCE SCOPE OF WORK

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

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

5.17 SUSPENSION OF WORK

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

5.18 CHANGE IN LAW

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

5.19 CONTRACT PRICE INCREASE (PREVAILING WAGE)

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

5.20 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

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

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

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

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

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

No additional work and/or special project may commence without the Director's written approval. In the event the contractor proceeds with additional work and/or special projects without the Director's written approval, it shall be at the contractor's sole risk. The State shall be under no obligation to pay for work performed without the Director's written approval.

5.21 FORM OF COMPENSATION AND PAYMENT

This Section supplements Section 4.5 of the NJ Standard Terms and Conditions version 07/27/07, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39960.shtml>. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

In addition, primary contractors must provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business subcontractor(s). This breakdown shall be sent to the Purchase Bureau Business Unit, Set-Aside Coordinator.

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

5.21.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD

Not applicable to this procurement.

5.22 MODIFICATIONS AND CHANGES TO THE NJ STANDARD TERMS AND CONDITIONS VERSION 07/27/07

NJ Standard Terms and Conditions version 07/27/07 are located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39960.shtml>.

5.22.1 PATENT AND COPYRIGHT INDEMNITY

Section 2.1 of the NJ Standard Terms and Conditions version 07/27/07 is deleted and replaced with the following:

2.1 Patent and Copyright Indemnity

a. The Contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract.

b. The State of New Jersey agrees: (1) to promptly notify the Contractor in writing of such claim or suit; (2) that the Contractor shall have control of the defense of settlement of such claim or suit; and (3) to cooperate with the Contractor in the defense of such claim or suit, to the extent that the interests of the Contractor and the State are consistent.

c. In the event of such claim or suit, the Contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to

provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

5.22.2 INDEMNIFICATION

Section 2.2 of the NJ Standard Terms and Conditions version 07/27/07, is deleted and replaced with the following:

2.2 Indemnification

The contractor's liability to the State for actual, direct damages resulting from the contractor's performance or non-performance, or in any manner related to the contract, for any and all claims, shall be limited in the aggregate to 500 % of the value of the contract, except that such limitation of liability shall not apply to the following:

1. The contractor's obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the contractor under the contract caused by negligence or willful misconduct of the contractor;
2. The contractor's breach of its obligations of confidentiality; and,
3. Contractor's liability with respect to copyright indemnification.

The contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 2.3 of the NJ Standard Terms and Conditions version 07/27/07.

The contractor shall not be liable for special, consequential, or incidental damages.

5.22.3 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

Not applicable to this procurement.

5.23 CONTRACT ACTIVITY REPORT

Not applicable to this procurement.

6.0 PROPOSAL EVALUATION

6.1 PROPOSAL EVALUATION COMMITTEE

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

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

After the submission of bid proposals, unless requested by the State as noted below, vendor contact with the State is still not permitted.

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

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

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a bid proposal.

The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

6.3 EVALUATION CRITERIA

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

6.3.1 TECHNICAL EVALUATION CRITERIA

- A) The bidder's general approach and plans in meeting the requirements of this RFP.
- B) The bidder's detailed approach and plans to perform the services required by the Scope of Work of this RFP.
- C) The bidder's documented experience in successfully completing contracts of a similar size and scope to the work required by this RFP.
- D) The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the work required by this RFP.

- E) The overall ability of the bidder to mobilize, undertake and successfully complete the contract. This judgment will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed and the bidder's contract management plan, including the bidder's contract organizational chart.
- F) As demonstrated in its case study(ies) of English to Spanish written translated documents submitted pursuant to Section 4.4.4.1.a of the RFP, the bidder's correctness and clarity of English to Spanish written translation. This includes verbal excellence, versatility, innovativeness and appropriateness in relaying information required by Using Agencies to the target audience(s).

6.3.2 BIDDER'S PRICE SCHEDULE

For evaluation purposes, bidders will be ranked according to the total bid price located on the Price Sheet located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/08x39960.shtml>.

6.3.3 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.

6.3.4 EVALUATION OF THE BID PROPOSALS

The Evaluation Committee will complete its evaluation and recommend to the Director for award the responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process.

6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

Following the opening of bid proposals, the State shall, pursuant to N.J.S.A. 52:34-12(f), negotiate one or more of the following contractual issues: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder, and/or solicit a Best and Final Offer (BAFO) from one or more bidders.

Initially, the Evaluation Committee will conduct a review of all the bids and select bidders to contact to negotiate and/or conduct a BAFO based on its evaluation and determination of the bid proposals that best satisfy the evaluation criteria and RFP requirements, and that are most advantageous to the State, price and other factors considered. The Committee may not contact all bidders to negotiate and/or to submit a BAFO.

In response to the State's request to negotiate, bidders must continue to satisfy all mandatory RFP requirements but may improve upon their 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.

In response to the State's request for a BAFO, bidders may submit a revised price proposal that is equal to or lower in price than their original submission, but must continue to satisfy all mandatory requirements. Any revised price proposal that is higher in price than the original will be rejected as non-responsive and the original bid will be used for any further evaluation purposes.

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 Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a contract 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 of holder of the public office of Governor, or to any State or county party committee; (v)engage or employ a lobbyist or consultant with the intent or understanding that such 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.

7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

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 is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39960.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 version 07/27/07 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, is(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 to do so.

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.

7.4 PERFORMANCE BOND

Not applicable to this procurement.

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.

PRICE SCHEDULE

**TRANSLATION SERVICES: CONTRACTED TRANSLATION SERVICES FIRMS
Bid Number 08-X-39960**

Bidder's Name: _____

Refer to [RFP Section 2.1](#) and [RFP Section 2.2](#) for the definition of “Fully Loaded Firm Fixed Price” and “word”.

Note: A bidder must include its estimation of the number of translated English words for each case study document. Bidders must also include a Unit Price for Routine and Expedited requests for translation, for each document category on which it submits pricing.

Price Line	Labor Rate Title	Unit	Unit Price (Fully Loaded Firm Fixed Price) (A)	Case Study -Words per Document (B)	Total Budget Price (A) * (B)
1.	Law/Public Safety - Routine	Word			\$
2.	Law/Public Safety - Expedited	Word			\$
	Total Case Study -Law/Public Safety Category				\$
3.	Health/Medical – Routine	Word			\$
4.	Health/Medical – Expedited	Word			\$
	Total Case Study -Health/Medical Category				\$
5.	Technical/Transportation - Routine	Word			\$
6.	Technical/Transportation - Expedited	Word			\$
	Total Case Study -Technical/Transportation Category				\$

Price Line	Labor Rate Title	Unit	Unit Price (Fully Loaded Firm Fixed Price) (A)	Case Study -Words per Document (B)	Total Budget Price (A) * (B)
7.	Social Services - Routine	Word			\$
8.	Social Services - Expedited	Word			\$
	Total Case Study -Social Services Category				\$
9.	Education - Routine	Word			\$
10.	Education - Expedited	Word			\$
	Total Case Study -Education Category				\$

The bidder should submit a budget including labor titles and hourly rates for each labor title that supports and explains the firm fixed price submitted on its price schedule.

Attachment A –Resume Format

The resumes should be formatted as depicted below.

Resume Format

Name:
Present Title:
Role for this Project: *Proposed role for the subject contract.*

Experience Summary: Types of experience the proposed staff has that are applicable to the proposed project, e.g., requirements analysis, project management, training, conversion planning, etc. For each type of experience, the number of years of said experience must be identified.

Job A:
Employed from (month/year) to (month/year):
Title:
Employer name, phone number, fax number and/or e-mail address:
Employer address:

Specific Project A:
Customer name:
Current telephone number, fax number and/or e-mail address:
Brief project description:
Time period individual assigned to project:
Percentage of time on specific project (based on full days, five days per week):

Continue with Projects B, C, etc., as needed.

Continue with Jobs B, C, etc., as needed.

Educational Background
School name (post-secondary education):
Location:
Type and date of degree received:

Specialized Training
Type of training and dates attended (months/year):

References:
Provide the following information for each of two (2) references.
Name:
Position:
Current telephone number, fax number and/or e-mail address:
Relationship:

\$1,000,000 REWARD

for information leading to the safe return of
Joanne Chesimard

A.K.A. Assata Shakur

Wanted for Escaping on November 2, 1979 while serving a Life Term for the Murder of a New Jersey State Trooper.

DESCRIPTION

Joanne Deborah Byron Chesimard
A.K.A. **Assata Shakur**

Sex & Race: Female, Black
D.O.B.: 7/16/47
P.O.B.: New York City, NY
Height: 5'6"
Weight: 130 to 160 lbs.
Hair: Black/Various Styles
Complexion: Medium Brown
Scars: . . . Round scar left knee; bullet wounds
on left shoulder and underside of right arm
SS#: 051-38-5131
SBI#: 3356408A
FBI#: 11102J7
FPC: AAAAAA0711AAAAA0410

Subject has documented her presence in Havana, Cuba through various media outlets since the mid 1980's. Subject alters her appearance with various contemporary and ethnic hairstyles. Subject may conceal facial features utilizing African tribal clothing.

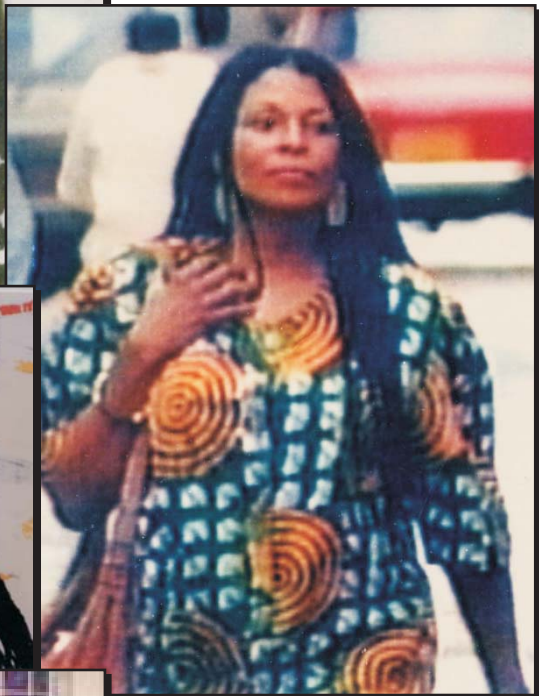
F.B.I. Joint Terrorism Task Force, Newark Division:

(973) 792-3000

New Jersey State Police, Fugitive Unit:

(609) 882-2000

ARMED AND DANGEROUS





STATE OF NEW JERSEY
DEPARTMENT OF HEALTH AND SENIOR SERVICES

» **Influenza**

[Flu Home](#)
[Seasonal Influenza General Information Technical Information Where to Learn More Find a Flu Shot Surveillance Contact Us Avian Influenza Pandemic Influenza What you need to know NJ Pandemic Influenza Plan Ahead Links](#)

Frequently Asked Questions About Flu and Flu Shots

- [What is the Flu?](#)
- [When does Influenza occur?](#)
- [Who gets Influenza?](#)
- [How is Influenza spread?](#)
- [What are the symptoms of Influenza?](#)
- [How soon do the symptoms of Influenza occur?](#)
- [How is Influenza diagnosed?](#)
- [What is the treatment for Influenza?](#)
- [When, and for how long, is an infected person able to spread influenza?](#)
- [Should an infected person be excluded from work or school?](#)
- [How can Influenza be prevented?](#)
- [What is the Influenza Vaccine?](#)
- [When should I get the influenza vaccine?](#)
- [Are there any side effects to the influenza vaccine?](#)
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- [Does past infection with influenza make a person immune?](#)
- [Are there any alternatives to getting a shot for preventing influenza?](#)
- [Who can get FluMist?](#)
- [Who should not get FluMist?](#)
- [What are the risks from live, intranasal influenza vaccine?](#)
- [What if there is a moderate or severe reaction?](#)

What is the Flu?

Influenza, also known as "the flu", is a viral infection of the respiratory system, which includes the nose, throat, bronchial tubes and lungs. Influenza viruses are divided into three types, A, B, and C. Types A and B are responsible for nearly all of the influenza illness that occurs almost every winter. Infection with type C influenza usually causes either a very mild respiratory illness, or no symptoms at all. Types A and B are further subdivided into "strains". These are usually named after the geographic location where the strain was first discovered. An example is Influenza A

Attachment 2 Health/Medical

Hong Kong. Different strains have variations in surface markers on the viral particle which are recognized by the human immune system. The influenza virus is able to change these surface markers from year to year through mutation. It is the constant changes in these surface markers which allows the influenza virus to evade the human immune system, and this is why an individual can become ill with influenza each flu season.

When does influenza occur?

In New Jersey, influenza typically occurs any time between October through early April. However, the peak season of occurrence is during January and February.

Who gets influenza?

Anyone can get influenza.

How is influenza spread?

Influenza is primarily spread from person to person through the air. Virus particles are released into the air through coughing and sneezing of persons who are ill with influenza. Crowded conditions in enclosed spaces provide ideal conditions for the spread of influenza.

What are the symptoms of influenza?

The symptoms of influenza are primarily fever, headache, sore throat, body aches, and a severe and often prolonged cough. Intestinal symptoms, such as cramps and diarrhea, are uncommon. What is often called "intestinal flu" is not influenza. Influenza symptoms in children are very similar to those symptoms caused by other respiratory viruses. Although most individuals are ill for only a few days to a week, some individuals have a much more serious illness, such as pneumonia, and may need to be hospitalized. Thousands of individuals die each year in the United States from influenza or influenza-related complications.

How soon do the symptoms of influenza occur?

Symptoms usually start 1 to 3 days after coming into contact with an individual who is ill with influenza.

How is influenza diagnosed?

Usually a doctor will diagnose a case of influenza based on the typical symptoms of fever, headache, sore throat, body aches, and cough. Specific laboratory tests to confirm influenza are available, but they are costly and take many days to process. By that time, the patient is usually well on the way to recovery.

Attachment 2 Health/Medical

What is the treatment for influenza?

Rest and liquids are usually adequate. Antiviral drugs may be used to try to reduce the severity of symptoms of influenza A and are effective only if given early in the illness. Four licensed influenza antiviral agents are available in the United States: amantadine, rimantadine, zanamivir, and oseltamivir. Influenza A virus can become resistant to amantadine and rimantadine. Oseltamivir or zanamivir can be prescribed if antiviral treatment of influenza is indicated. Oseltamivir is approved for the treatment of people age one year or older and zanamivir is approved for the treatment of people age 7 or older.

These antiviral drugs are not effective against influenza B.

When, and for how long, is an infected person able to spread influenza?

The "contagious" period varies, but it probably begins the day before symptoms appear and extends for about one week after the first symptoms appeared.

Should an infected person be excluded from work or school?

Because influenza is spread from person to person through the air, individuals who have an influenza-like illness should remain home until they have recovered from their illness.

How can influenza be prevented?

Routine immunization against influenza is the most important control measure. The influenza vaccine (flu shot) is available through your personal physician, and through a variety of other health care providers, including many local health departments, visiting nurse association, and senior citizen centers.

Antiviral drugs may be used among certain people to try to prevent infection with influenza A. Four licensed influenza antiviral agents are available in the United States: amantadine, rimantadine, zanamivir, and oseltamivir. Influenza A virus can become resistant to amantadine and rimantadine. Oseltamivir is currently the recommended antiviral drug for preventing influenza.

What is the influenza vaccine?

The influenza vaccine is a killed virus vaccine containing three strains of influenza virus, two of Influenza A, and one of Influenza B. The strain components are changed annually based upon worldwide surveillance of circulating influenza strains.

Attachment 2 Health/Medical

When should I get the influenza vaccine?

October and November are the best times to get immunized, but getting the vaccine up through March can also offer protection. It takes about 2 weeks for the vaccine to stimulate immunity in the body and provide protection so it is best to get vaccinated early.

Are there any side effects to the influenza vaccine?

Most individuals will experience no side effects from the injected influenza vaccine. Less than one-third of those who receive the vaccine will have some soreness at the vaccination site, and about 5% to 10% will experience a headache or a mild fever. The most serious side effect that can occur after an influenza vaccination is an allergic reaction in individuals who have a severe allergy to eggs. For that reason, people who have an allergy to eggs should not receive the influenza vaccine.

Who should get the influenza vaccine?

All people at risk for medical complications from influenza or more likely to require medical care and all people who live with or care for people at high risk for influenza-related complications should receive influenza vaccine annually. Approximately 73% of the United States population is included in one or more of these target groups. However, it is estimated that only one third of the United States population received an influenza vaccination in 2006-2007.

Vaccination is recommended for the following people who are at increased risk for severe complications from influenza, or at higher risk for influenza-associated visits to clinics, emergency departments, or hospitalizations:

- All children aged 6-59 months (i.e., 6 months – 4 years)
- All persons aged 50 or older
- Children and adolescents (aged 6 months – 18 years) who are receiving long-term aspirin therapy and who therefore might be at risk for experiencing Reye syndrome after influenza virus infection
- Women who will be pregnant during the influenza season
- Adults and children who have chronic pulmonary (including asthma), cardiovascular (except hypertension), renal, hepatic, hematological or metabolic disorders (including diabetes mellitus)
- Adults and children who have weak immune systems
- Adults and children who have any condition that can affect respiratory function or the handling of respiratory secretions or that can increase the risk for aspiration
- Residents of nursing homes and other chronic-care facilities

Persons who live with or care for people at high risk for influenza-related complications is recommended including:

Attachment 2 Health/Medical

- Health care providers
- Healthy household contacts (including children) and caregivers aged less than 5 years and adults aged 50 or older
- Healthy household contacts (including children) and caregivers of persons with medical conditions that put them at higher risk for severe complications from influenza

Does past infection with influenza make a person immune?

Generally no. Because the influenza virus can change its surface markers to elude the body's immune system, individuals who have had an influenza illness or the influenza vaccine in a previous year may still become infected with a new strain. Because of this, the influenza vaccine should be given each year.

Are there any alternatives to getting a shot for preventing influenza?

A new type of influenza vaccine is now available and is sprayed into the nostrils rather than injected into the muscle. This is called an intranasal influenza vaccine. The vaccine, called FluMist™, was licensed in 2003 and is an attenuated (weakened) live vaccine.

Who can get FluMist™?

Live, intranasal influenza vaccine is approved for healthy children and adults from 5 through 49 years of age, including household contacts of some people at high risk for influenza complications. However, because FluMist's™ safety has not yet been studied in some other high risk groups, it should not be used by individuals in these groups. Check with your doctor to see if the intranasal vaccine is right for you.

Who should not get FluMist™?

The following people should not get intranasal influenza vaccine. Anyone in these groups should contact their health care provider about getting inactivated influenza vaccine.

- Adults 50 years of age or older.
- Children younger than 5.
- People with long-term health problems such as:
 - Heart disease
 - Lung disease
 - Asthma
 - Kidney disease
 - Metabolic disease such as diabetes
 - Anemia and other blood disorders
 - People with a weakened immune system due to:
 - HIV/AIDS or another disease that affects the immune system

Attachment 2 Health/Medical

- Long-term care with drugs that weaken the immune system such as steroids
- Cancer treatment with X-rays or drugs
- Children or adolescents on long-term aspirin treatment (these people could develop Reye syndrome if they catch influenza).
- Pregnant women.
- Anyone with a history of Guillain-Barre Syndrome.

The flu shot (inactivated vaccine) is preferred over live, intranasal influenza vaccine for physicians, nurses, family members, or anyone else coming in close contact with anyone with a weakened immune system.

The following people should talk with a doctor **before** getting *either* flu vaccine:

- Anyone who has ever had a serious allergic reaction to eggs or to a previous dose of influenza vaccine.
- If you have a fever or are severely ill at the time the vaccination is scheduled, you should probably wait until you recover before getting influenza vaccine. Talk to your doctor or nurse about whether to reschedule the vaccination.

What are the risks from live, intranasal influenza vaccine?

A vaccine, like any medicine, is capable of causing serious problems, such as severe allergic reactions. The risk of a vaccine causing serious harm, or death, is extremely small.

Live, intranasal influenza vaccine can cause mild symptoms (see below).

Mild problems:

Some children and adolescents 5-17 years of age reported mild reactions during clinical studies, including:

- Runny nose or nasal congestion
- Fever
- Headaches and muscle aches
- Abdominal pain or occasional vomiting

These problems usually occurred after the first dose and went away on their own.

Attachment 2 Health/Medical

Some adults 18-49 years of age reported:

- Runny nose or nasal congestion
- Cough, chills, tiredness/weakness
- Sore throat
- Headache

During clinical studies with live, intranasal influenza vaccine, many of these symptoms occurred whether or not the person was vaccinated. Even when they occurred after vaccination, they may not have been caused by the vaccine.

Severe problems:

- Life-threatening allergic reactions are very rare. If they do occur, it would be within a few minutes to a few hours after the vaccination.
- No life-threatening reactions were reported during clinical trials of live, intranasal influenza vaccine. However, rare reactions may not be identified until thousands or millions of people have used any new product. Monitoring for unusual or severe problems is being done.

What if there is a moderate or severe reaction?

What should I look for?

- Any unusual condition, such as a high fever or behavior changes. Signs of a serious allergic reaction can include difficulty breathing, hoarseness or wheezing, hives, paleness, weakness, a fast heartbeat or dizziness.

What should I do?

- Call a doctor, or get the person to a doctor right away.
- Tell the doctor what happened, the date and time it happened, and when the vaccination was given.
- Ask the doctor, nurse, or health department to report the reaction by filing a Vaccine Adverse Event Reporting System (VAERS) form. Or call VAERS at 1-800-822-7967, or visit www.vaers.org.

Thousands of people around the country have achieved homeownership by means of a residential mortgage loan classified as “**subprime**.” Subprime lending has been an engine of growth in home sales and, for the most part, subprime borrowers have met their mortgage loan payment obligations, and enjoyed their new homes.

Some subprime loans, however, prove impossible for borrowers to honor over time. Some subprime lenders, and some loan officers in the course of marketing subprime loans, exploited borrowers – who may now face delinquencies in payment or foreclosure.

If you feel you have been exploited by a lender, contact the New Jersey Department of Banking and Insurance at **1-800-446-7467**.



“Prime” and “Subprime” Markets

“**Prime**” and “**Subprime**” refers to the interest rate and terms of the loan based on the borrower’s credit history. Borrowers with the highest credit scores and cleanest payment histories present limited risk to the lender and are usually offered lower interest rates and placed in the “**prime**” market.

Borrowers with lower credit scores as a result of events such as late payments, court judgments and bankruptcies present a higher risk to the lender; and, therefore, are offered higher interest rates and are placed in the “**subprime**” market.



Credit problems?
Late Payments?
Debt?

How Do I Know if I Have a Loan With “Subprime” Terms?

Borrowers may not be aware that they are placed in the “**subprime**” market. If you have one or more of the credit characteristics listed below, your loan may have “subprime” terms.

- Two or more 30-day delinquencies in the last 12 months, or one or more 60-day delinquencies in the last 24 months;
- Judgment, foreclosure, repossession, or charge-off in the prior 24 months;
- Bankruptcy in the last 5 years;
- A Fair Isaac Credit Corporation (FICO) credit score of 620 or below; and/or
- A high percentage of debt compared to income that may limit your ability to cover family living expenses after deducting total monthly debt-service requirements from your monthly income.




For More Information


Contact the New Jersey Department of
Banking and Insurance

1-800-446-7467

www.njdobi.org



A Homeowner’s Guide to **SUBPRIME**



New Jersey
Department
of
Banking and
Insurance

Jon S. Corzine
Governor

Steven M. Goldman
Commissioner

Tips for Borrowers

1. When Shopping for a Mortgage Loan – Do Your Homework and Always Read the Fine Print!



To avoid buying a loan product that may result in future payment increases or other unfavorable terms that may make it difficult to meet the payment schedule, you should:


- **Know** your FICO **credit score**;
- **Ask** how you are evaluated as a **repayment risk**;
- **Learn** all you can about the loan product you choose, including **interest rates and fees**;
- **Know** if your **monthly payment** will include **taxes and/or insurance**;
- **Check** for **rate reset terms**, or **payment increases** during the life of the loan;
- **Check** for **teaser rates** or **payments** that **start low but increase later**;
- Beware of terms permitting **unlimited increases** in payment amounts due;
- **Check** for **prepayment penalties** applicable to an **early payoff**.

It is important to check that your loan officer is licensed by the Department or otherwise qualified. Use the **Department's Licensee Search** online at www.njdobi.org.


2. When Delinquent on Payments or in Foreclosure – Call Your Lender or Loan Servicer!



Borrowers fall behind in payments for many legitimate reasons. But, most homeowners in default or facing foreclosure fail to call for help that could have avoided the problem. Your lender or loan servicer needs to know as soon as possible when a payment will be late. (**Contact information will appear on your bill.**)

Most loan servicers will readily discuss options other than foreclosure. Here are some of the solutions that may be available to homeowners in delinquency or facing foreclosure, when they call their lender or loan servicer: 

- **Forbearance** – An agreement to postpone payment until the borrower is able to make other arrangements.
- **Reinstatement** – A lump sum payment plan may bring an account up to date.
- **Repayment** – You may obtain a new payment plan that adds the delinquent funds to future payments in affordable installments.
- **Refinancing** – Another option may be to roll your debt, including the past due amount, into a new loan with an extended term of years.

 If you are unable to make new arrangements with your lender or loan servicer, you should seek help from legal counsel or from a certified credit counselor and/or licensed debt adjuster.

For a list of governmental and non-profit entities, including certified credit counselors and/or licensed debt adjusters that may provide financial assistance or counseling, visit the Department's web site at:

www.state.nj.us/dobi/division_consumers/

If you choose an attorney, make sure he or she has foreclosure experience and understands a borrower's rights under the New Jersey Fair Foreclosure Act.

3. Don't Fall Prey to Foreclosure Assistance Scams!



Avoid **"foreclosure specialists"** promising to keep you in your home. They are not licensed by DOBI, charge excessive fees, and provide services that may not actually help you avoid foreclosure.

Avoid **"lease/buy-back"** deals in which you are asked to sell your house to an investor for a dollar amount equal to the balance due on your mortgage. Typically, after you hand over your title, you enter into a lease with the investor providing that you, now as a tenant, will have the option to buy back the house at the end of the lease period. In many cases, however, the rent is exorbitant, the tenant cannot pay and is evicted from the property; in others, the buy-back option price is set so high that the tenant is unable to afford it. The investors may stop making their own mortgage payments on the property, and it could be foreclosed upon. In all of these cases, you as the original homeowner, lose your home and whatever equity you had in it.



NEWS

State of New Jersey
Jon S. Corzine, Governor

Department of Community Affairs
Susan Bass Levin, Commissioner

For Immediate Release:

January 23, 2007

Contact:

Sean Darcy, (609) 292-6055

DCA REACHES OUT TO BUILD AWARENESS OF HOME ENERGY ASSISTANCE PROGRAM

74,000 Senior Citizens in New Jersey to Receive LIHEAP and USF Applications

TRENTON, N.J. – New Jersey Department of Community Affairs' (DCA) Commissioner Susan Bass Levin today announced that the department would be mailing out letters to approximately 74,000 senior citizens in New Jersey in an effort to build awareness of the Low Income Home Energy Assistance Program (LIHEAP) and the Universal Service Fund (USF).

“The letters are part of a larger effort by DCA to draw awareness to LIHEAP and USF,” said Commissioner Levin. “With the winter months here, low-income families can take advantage of these programs to provide much needed home energy assistance.”

The letters will be sent to seniors who are already receiving Lifeline benefits but may also be eligible for LIHEAP or USF. In addition, seniors will receive an information sheet about the programs as well as an application. Letters and application instructions will be available in both English and Spanish.

LIHEAP is designed to help low-income families and individuals meet home heating and medically necessary cooling costs. To apply for LIHEAP, a person may contact their local community based organization. A list of these agencies and income eligibility requirements is attached below. This year, the application period for LIHEAP is November 1, 2006 to March 31, 2007. USF program applications are accepted all year long.

The 2007 Federal LIHEAP application is joint with the Universal Service Fund application. USF is a program created by the State of New Jersey to help make natural gas and electric bills more affordable for low-income households.

For further information on LIHEAP and USF, call toll-free: 1-800-510-3102, or log on to <http://www.energyassistance.nj.gov/>

(more)

MAXIMUM MONTHLY GROSS INCOME ELIGIBILITY LEVELS - FFY 2007

Household Size	Monthly Gross Income
1	\$1,430
2	\$1,925
3	\$2,421
4	\$2,917
5	\$3,413
6	\$3,909
7	\$4,405
8	\$4,900
9	\$5,396
10	\$5,892
11	\$6,388
12	\$6,703

Note: To determine eligibility for household sizes greater than 12, add \$135 for each additional member.

**LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP) &
UNIVERSAL SERVICE FUND (USF)**

APPLICATION AGENCIES

COUNTY	APPLICATION AGENCY	CONTACT PERSON & PHONE NUMBER	FAX NUMBER & HOURS OF OPERATION
Atlantic	Atlantic Human Resources 1 S. New York Ave., Ste. 610 Atlantic City, NJ 08401	Marvin Laws, LIHEAP Coordinator (609) 348-3901	(609) 348-5117 Monday-Friday 8:30AM - 4:30PM
	Atlantic Human Resources Martin Luther King Center Martin Luther King Blvd. Atlantic City, NJ 08401	Thelma Hampton (609) 343-7380 Ext. 4646	(609) 348-3904 Monday -Friday 8:30AM - 4:30PM
	Atlantic Human Resources Pleasantville Center 119 Bellevue Ave. Pleasantville, NJ 08232	Henry Yarborough, Center Coordinator (609) 641-5111 Ext. 22, 23	(609) 641-2666 Monday -Friday 8:30AM - 4:30PM
Bergen	Bergen County CAP 241 Moore St. Hackensack, NJ 07601	Claudia Vasquez, LIHEAP Coordinator (201) 968-0200 Ext. 7036 Frances Lugo, Assistant Coordinator (201) 968-0200 Ext. 7049	(201) 342-7452 Monday - Friday 9:00AM - 5:00PM

Attachment 4 -Case Study Social Services

Burlington	Burlington County CAP 1 Van Sciver Parkway Willingboro, NJ 08016	Ann Francemore, LIHEAP Coordinator (609) 835-4329 (609) 835-2464	(609) 835-9647 Monday - Friday 9:00AM - 5:00PM
Camden	Camden County Council on Economic Opportunity The Hoyt's Theater -Point Plaza 5247 Malrton Pike Pemmsauken, NJ 08109	Michelle Brown-Williams, Program Director Cathy Chapparo, LIHEAP Coordinator (856) 910-1180 Betty Harden, Center Supervisor (856) 964-6887	(856) 910-1186 Monday -Friday 9:00AM -5:00PM (856) 964-0428 Monday -Friday 9:00AM -5:00PM
Cape May	Cape Human Resources (AHR) Wildwood Community Center 4104 New Jersey Ave. Wildwood, NJ 08260	Felicia Smith, LIHEAP Coordinator (609) 522-0231	(609) 522-0532 Monday -Friday 8:30AM -4:30PM
Cumberland	Tri-County CAP 110 Cohansey St. Bridgeton, NJ 08302	Trina Meade, Office Manager (856) 451-2966, Ext. 290	(856) 455-7288 Monday -Friday 8:00AM -4:30PM

Essex	La Casa De Don Pedro 317 Roseville Ave. Newark, NJ 07107 Service all Essex County	Cecelia Aiken, LIHEAP Coordinator Percy MacMaster, Assistant Supervisor Luz Acosta, Chief Data Processor (973) 485-0795 & 0796	
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**OFFICE HOURS: Monday, Tuesday & Thursday, 9am – 5pm; Wednesday 9am – 7pm;
Closed Fridays;
Every second Saturday of the month, 9am – 1pm.
PSE&G Newark: Mon-Fri 9am – 4:30pm (minimum of 50 clients per day; first come, first
serve basis)
PSE&G West Orange: every Friday 9am – 4pm. (Hours are subject to change.)**

	First Hopewell Multi- Purpose Community Center 525 Orange St. Newark, NJ 07107 Service Newark Residents Only	Carolyn Allen, LIHEAP Coordinator (973) 497-9506	(973) 482-3364 Monday -Friday 9:00AM -4:00PM
Gloucester	Tri-County CAP 10 E. Madison St. Paulsboro, NJ 08066	Cindy Lebron, Assistant Director of Neighborhood Services	(856) 423-3876 Monday-Friday 9:00AM - 5:00PM

Attachment 4 -Case Social Services

		Lynette Bagby, Office Manager (856) 423-0040	
Hudson	Bayonne Economic Opportunity Foundation 555 Kennedy Blvd. Bayonne, NJ 07002 Puertorriquenos Asociados for Community Organization 180 4th St. Jersey City, NJ 07302	Susan Tierney, HEA Coordinator (201) 437-7222 Sarina Vega, LIHEAP Coordinator (201) 217-0581 (201) 217-0583	(201) 437-2810 Monday -Friday 8:30AM - 4:30PM (201) 217-9850 Monday -Friday 9:00AM -4:00PM
Hunterdon	NORWESCAP 63 Main St. Flemington, NJ 08822 Mailing Address: 350 Marshall St. Phillipsburg, NJ 08865	Tracy O'Connor, LIHEAP Coordinator (908) 782-0612	(908) 454-1800 Monday -Friday 8:00AM -4:00PM
Mercer	County of Mercer Mercer County Administration 640 Broad St., Room 429 Trenton, NJ 08650	Cathy Paoline, LIHEAP Coordinator (609) 989-6739 (609) 989-6959 (609) 989-6065 (609) 989-6544	(609) 278-2758 Monday -Friday 8:30AM -4:30PM
Middlesex	Puerto Rican Action Board 90 Jersey Ave. PO Box 240 New Brunswick, NJ 08903-0240	Esteban Rivera, Supervisor Viviana Perez, LIHEAP Coordinator (732) 828-4541	(732) 828-4546 Monday -Friday 8:30AM -4:30PM

Monmouth	Check-Mate, Inc. 550 Cookman Ave. Asbury Park, NJ 07712	Georgia Berry, Executive Director Denise Martin, LIHEAP Coordinator (732) 774-3100 Ext. 18 or 19	(732) 774-3340 Monday -Friday 9:00AM -4:30PM
Morris	Morris County Organization for Hispanic Affairs, Inc. 97 Basset Hwy. Dover, NJ 07801 45 Clyde Potts Court Morristown, NJ 07960	Rosa Soto, LIHEAP Coordinator (973) 366-1131 (973) 366-4770 Ext. 109 & 103 Sara Rivera, LIHEAP staff (973) 644-5627 (973) 644-5632	(973) 361-7878 Monday -Friday 9:00AM - 5:00PM (973) 644-4878 Monday - Friday 9:00AM - 5:00PM

Attachment 4 -Case Study Social Services

The Morristown office will only take care of the following zip codes: 07005, 07926, 07405, 07927, 07928, 07936, 07932, 07970, 07976, 07963, 07034, 07035, 07933, 07940, 07945, 07045, 07950, 07960, 07982, 07054, 07440, 07058, 07444, 07457, 07980, 07982 and 07981.			
Ocean	Ocean, Inc. Central Office 22 Hyers St., PO Box 1029 Toms River, NJ 08754	Lori Sigrist LIHEAP Coordinator (732) 244-9041 Ext. 16	(732) 244-3962 Monday - Friday 9:00AM - 4:30PM
Passaic	Paterson Task Force 9 Colt St., 4th Floor Paterson, NJ 07505 United Passaic Organization 41 Myrtle Ave. Passaic, NJ 07055 Passaic County Weatherization 1310 Rt. 23 North Wayne, NJ 07470	Lana Stokes, LIHEAP Coordinator (973) 279-2333 Amanda Vasquez, LIHEAP Coordinator (973) 472-2478 Carol Ryle, Weatherization Manager Kristen Palmer, Secretary (973) 305-5730	(973) 279-2334 Monday - Friday 8:30AM - 4:30PM (973) 472-5474 Monday - Friday 9:00AM - 4:00PM (973) 305-0843 Monday - Friday 9:00AM - 4:00PM
Salem	Tri-County 14 Nw Market St. Salem, NJ 08079	Cindy Lebron, Director Neighborhood Services Constance Campbell, Office Manager (856) 935-0944	(856) 935-0920 Monday - Friday 8:30AM - 4:30PM
Somerset	NORWESCAP, Inc. 120 Finderne Ave. Bridgewater, NJ 08807 Mailing Address: 350 Marshall St. Phillipsburg, NJ 08865	Tracy O'Connor, LIHEAP Coordinator (908) 685-3033	(908) 454-1800 Monday - Friday 8:00AM - 4:00PM

Sussex	NORWESCAP, Inc. 15 Cork Hill Franklin, NJ 07416 Mailing Address: 350 Marshall St. Phillipsburg, NJ 08865	Carol Millar, Program Representative Rosemarie Werman, LIHEAP staff (973) 209-7549	(908) 454-1800 Monday - Friday 8:30AM - 3:00PM
Union	PROCEED 1126 Dickinson St. Elizabeth, NJ 07201	Joseph Diaz, Supervisor Carmen Tapia, LIHEAP staff Dee Perez, LIHEAP staff (908) 351-7727	(908) 353-5185 Monday - Friday 9:00AM - 4:00PM
Warren	NORWESCAP, Inc. 350 Marshall St. Phillipsburg, NJ 08865	Tracy O'Connor, LIHEAP Coordinator (908) 454-7000 (908) 454-4778	(908) 454-1800 Monday - Friday 8:00AM - 4:00PM

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NJ Parents

WHY ASSESSMENT?

No one really likes a test. So why do we have to take so many? Most of us would admit that one of the most effective ways to get feedback on what we have learned is to test it. Often the test is to demonstrate whether we can do a task or a job. In schools, the most common form of assessment is done with paper and pencil and lots of questions.

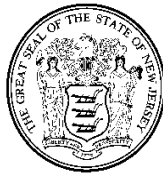
When the Core Curriculum Content Standards were adopted in 1996, the state needed a uniform system to determine whether *all* students are making satisfactory progress toward learning the required knowledge and skills defined in the [Core Curriculum Content Standards \(CCCS\)](#). If assessments are not done often enough, a student can be lagging far behind without anyone knowing it. If assessments are not done early enough, it will be too late to remedy the deficiencies in his or her education by the time a student reaches high school.

The state currently administers tests at grades three, four, five, six, seven, eight and eleven. The scores on the state tests are used to determine whether or not a school has made adequate yearly progress under the federal *No Child Left Behind* Act. Each school is required to meet a minimum proficiency level to avoid being classified as a school "in need of improvement." In grade eleven, students must take the High School Proficiency Assessment (HSPA) that tests language arts literacy and mathematics. Students have three chances to pass all sections of the HSPA in order to obtain a diploma.

Some districts ask why their commercial testing programs are not as good as the state assessments. For the purpose of determining progress of students on achieving New Jersey's standards, it is essential to have tests that are directly aligned with our own state standards. Commercial tests are not aligned with our standards nor are national assessments.

The state assessments are intended to give students and parents individual feedback on the students' progress in achieving the standards. Another valuable use of the test scores is to enable the schools to determine strengths and weaknesses of the programs they have designed to enable your children to reach the standards. When all of the districts' scores are reported in the annual state assessment summary, the Department of Education has a picture of the state's progress toward meeting the goals of achieving the standards. Scores for every test in each school are reported in the NJ School Report Card, enabling the public to assess the academic performance of their local schools. Performance on the state assessments is not intended to determine whether a student is promoted or retained in school, nor should it have an impact on a student's report card grades.

More information on state assessments is available at: [assessment](#), [NCLB](#), and [Title I](#).



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. Box 230
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE
Governor

R. DAVID ROUSSEAU
State Treasurer

To: All Interested Bidders
Date: April 15, 2008

Re: RFP #: 08-X-39960
Written Translation Services: English to Spanish
Bid Due Date: **April 29, 2008** (2:00 p.m.)

ADDENDUM #1

The following constitutes Addendum #1 to the above referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions. Bidders should note that several questions received during the electronic question and answer period are outstanding and shall be provided as Addendum #2.

A date for release of Addendum #2 has yet to be determined.

Part 2: Additions, deletions, clarifications and modifications to the RFP

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

PART 1
Written Translation Services: English to Spanish
RFP Number 08-X-39960
Answers to Questions

Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section where applicable.

#	Page #	RFP Section Reference	Question	Answer
1.		General	Is this an existing or new contract?	New.
2.		General	Who is/are the incumbents and is/are the incumbents eligible to rebid?	There are no incumbent contractors.
3.		General	Is it possible for us to receive the incumbent's pricing information based on the Freedom of Information Act?	Please refer to #1.
4.		General	What are the amounts of spending for Spanish translation services in New Jersey State in the past three years?	Please refer to #1
5.		General	Is this a "requirements" contract, i.e. are agencies required to order all language services from these contract vehicles or may they choose to go elsewhere?	As provided in the RFP, the contracts resulting from this RFP will be used by State Agencies for English to Spanish translation of written documents.
6.		General	Is it mandatory for all the State agencies to use this statewide contract once it is established?	Yes, 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.
7.		General	Can you please advise if the State will be accepting proposals from small business not located in New Jersey? While our firm currently provides translation services in New York and Pennsylvania, we are located in Washington.	Yes, provided that your firm is registered to do business in New Jersey. As you are located out of state, your firm cannot be considered for the set-aside contract component for New Jersey registered small businesses.
8.		General	Can the entire contract be awarded to one small business (SBE)? How many companies total will be selected to do this work and how many of these will be SBEs?	No, please refer to Section 1.1 of the RFP. It is possible that as few as two (2) contracts may be awarded with only one (1) SBE. It is possible that as many as ten (10) contracts may be awarded with five (5) SBEs.
9.		General	Is the contract resulting from this RFP only for Small Businesses under Categories 1, 2, and 3?	No, please note that one (1) of the two (2) contracts for each of the five (5) document categories is specifically set-aside for a New Jersey registered small business.

#	Page #	RFP Section Reference	Question	Answer
10.	6	1.2.1	The RFP states "The Using Agency shall reserve the right to procure document translation from the contractor for each document category that offers the best value." That said how is the State going to account for the Small Business set-aside? Is the Prime contractor responsible for allocating 25% of the work from Using Agencies?	Please refer to Section 1.1 of the RFP. The Small Business set-aside for this RFP is not for subcontracting, rather one (1) contract award for each of the five (5) document categories will be set-aside for New Jersey registered small businesses. See Question #9.
11.	6	1.2.1	What is the State going to do to promote this contract for the 1-5 Category Awardees?	Agencies that request translation services shall be directed to use the contracts resulting from this RFP.
12.	11	2.2	Please clarify the definition of expedited requests with the specific timeline and volume.	Please refer to the definition provided in Section 2.2 of the RFP. Anticipated volume is unavailable.
13.	11	2.2	Per Routine & Expedited definitions, what is the assumption for amount of words per page?	There is no assumption.
14.	11	2.2	What percentage of historical work has been requested after hours/outside of non-standard hours?	This information is unavailable.
15.	11	2.2	What percentage of historical work has been requested as Expedited?	This information is unavailable.
16.	12	3.3	Is written protocol to be submitted with a bidder's bid proposal?	Yes.
17.	12	3.3.1	How much is a major block of text?	There is no gold standard definition for this term. Bidders may cogently presume a major block of text is equivalent to several sentences or a paragraph.
18.	17	4.4.4.1.a	Please further explain what the following phrase means ".its attendant strategic and budgetary details for each document category on which the bidder is bidding."	Bidders are expected to provide a budget in which hourly rates are provided for those staff positions performing the requirements of the RFP. Bidders should note within the budget how staff is allocated between providing direct written translation services versus staff performing in support or management roles.
19.	17	4.4.4.1.a	For our additional samples, can we redact names of individuals and clients, to include any other personal information in accordance with HIPAA standards?	Yes.

#	Page #	RFP Section Reference	Question	Answer
20.	17	4.4.4.1.a	<p>Am I correctly reading that to submit this proposal, a translator or agency must translate the attached 15 pages of information at no cost to prove technical competence?</p> <p>Would you possibly amend this to require less that can prove technical competency?</p>	<p>Yes.</p> <p>No</p>
21.	17	4.4.4.3	<p>What is the relevance of a Contract Schedule for translation services that support numerous requests from many Using Agencies?</p> <p>What are the "Key Dates" the RFP is referring to? Please advise.</p>	<p>The State seeks assurance that the contractor(s) will be ready to provide English to Spanish translation of written documents at the start of the contract term.</p> <p>Such dates would include a bidder's turnaround time from receipt of an assignment to delivery of the translated product.</p>
22.	17	4.4.4.3	<p>As each Using Agency will be acting independently in their submission of documents to be translated, is the State requesting that bidders provide a methodology for scheduling/tracking documents once the documents have been received for translation?</p>	<p>While this function is not directly specified within the RFP, bidders may make a cogent presumption that a well developed quality assurance process entails such tracking.</p>
23.	18	4.4.5.3	<p>Some of the parts of the template in Attachment A will not be applicable as the reference's information would be the same as the customer information under specific projects for the management team. We believe that It will not be applicable for the linguistic team to provide references if they were already included in the specific project. Please clarify the purpose for the references and if it is acceptable to exclude the reference part for all the resumes.</p>	<p>The State requires references in order to properly ascertain the qualifications of a bidder's proposed staff. References are required and should be a part of each presented resume.</p>
24.	18 22	4.4.5.3 5.6	<p>Key personnel performing work for this effort include the translators providing the actual English into Spanish translations and for the most part these individuals work for us as Independent Contractors. We cannot at this time anticipate which of the linguists in our qualified and approved pool of more than 2,000 individuals will be the ones available and most appropriately qualified to handle all of the possible assignments. Therefore, can we provide representative resumes for these linguists with the understanding that the individuals who perform the actual work may be other than those listed, but with equal or better qualifications and experience?</p>	<p>Yes. However, the contractor shall notify the State Contract Manager if there is a substitution of personnel in accordance with Section 5.6 of the RFP.</p>

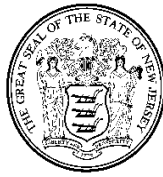
#	Page #	RFP Section Reference	Question	Answer
25.	19	4.4.5.7	<p>Does this section imply that a Bidder submitting Financial Statements with its bid runs the risk of the State unilaterally making a determination that this information is fit for public disclosure? How can it possibly be that Financial Statements would be considered anything other than proprietary and confidential?</p>	<p>To assist the State's determination on a claim of confidentiality or protection under OPRA and/or the common law, a bidder must clearly identify such information and address the following points to substantiate the confidentiality claim on the information:</p> <p>(1) the extent to which the information is known outside the owner's business;</p> <p>(2) the extent to which it is known by employees and others involved with your business;</p> <p>(3) the extent of the measures taken by your firm to guard the secrecy of the information;</p> <p>(4) the value of the information to your firm and your competitors;</p> <p>(5) the amount of effort or money expended by your firm in developing the information; and</p> <p>(6) the ease or difficulty with which the information could be properly acquired or duplicated by others.</p> <p>Also, the bidder must commit in writing to assist the State's effort to protect the confidentiality of the documents and/or information should there be an OPRA request for disclosure or a challenge to the confidentiality of the documents/information determined to be confidential by the State. A claim for confidentiality should be separate from the bid proposal, but should accompany the bidder's submission of the bid proposal.</p>
26.	20	4.4.6	<p>The RFP states, "The Bidder should submit a budget including labor titles and hourly rates for each labor title that supports and explains the firm fixed price submitted on its price schedule." Since the metrics for translation are based on word count, can the State please further explain the intent of this statement?</p> <p>Can the State provide an example?</p>	<p>The State desires that bidders provide labor title categories for bidder personnel along with fully loaded firm fixed hourly rates so that the State may ascertain the level of contractor effort in providing written translation of English to Spanish documents. The State also desires to see how management and quality assurance efforts tie into a bidder's per word pricing.</p> <p>No.</p>

#	Page #	RFP Section Reference	Question	Answer
27.	20	4.4.6	<p>The RFP states, "The Bidder should submit a budget including labor titles and hourly rates for each labor title that supports and explains the firm fixed price submitted on its price schedule." Since the metrics for translation are based on word count, can the State please further explain the intent of this statement?</p> <p>Can the State provide an example?</p>	<p>The State desires that bidders provide labor title categories for bidder personnel along with fully loaded firm fixed hourly rates so that the State may ascertain the level of contractor effort in providing written translation of English to Spanish documents. The State also desires to see how management and quality assurance efforts tie into a bidder's per word pricing.</p> <p>No.</p>
28.	28	6.3.1	<p>Among the six evaluation criteria for the technical proposal is there a specific percentage allocated to each criteria? If yes, what would it be?</p>	<p>The weighting of evaluation criteria is completed by the Evaluation Committee prior to bid opening, however, this information is not provided to bidders until after the State issues a Notice of Intent to Award.</p>
29.	29	6.3.2	<p>We checked the NJ eBid web site, and the example is not listed. Please advise.</p>	<p>Please refer to modification #1 in Part 2 of this Addendum.</p>
30.	29	6.3.4	<p>What would be considered as the "other factors" in the evaluation process listed under this section?</p> <p>How much percentage these other factors will weight in the evaluation process?</p>	<p>Such "other factors" include, but are not limited to: the six (6) criteria listed in Section 6.3.1, a bidder's status as a New Jersey registered small business and subcontracting plans.</p> <p>No formal percentage is directly ascribed to "other factors". The quality of a bidder's subcontracting plans, are however considered within the technical evaluation of its bid proposal.</p>
31.	29	6.3.4	<p>How are the breakdowns of percentage between technical proposal and pricing proposal in the evaluation process?</p>	<p>There is no allocation percentage (%) for price. The Evaluation Committee performs a technical evaluation independent of pricing and subsequently shall recommend award of contracts based upon the best value to the State, price and other factors considered.</p>

PART 2
Written Translation Services: English to Spanish
RFP Number 08-X-39960

Additions, Deletions, Clarifications and Modifications to the RFP

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1.	29	6.3.2	<p>The following text shall be deleted:</p> <p><i>For evaluation purposes, bidders will be ranked according to the total bid price located on the Price Sheet located on the Advertised Solicitation, Current Bid Opportunities webpage, http://www.state.nj.us/treasury/purchase/bid/summary/08x39960.shtml.</i></p> <p>The following text shall be inserted:</p> <p><i>For evaluation purposes, bidders will be ranked according to the total bid price located on the Price Sheet located at the end o this RFP.</i></p>



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. Box 230
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE
Governor

R. DAVID ROUSSEAU
State Treasurer

To: All Interested Bidders
Date: April 21, 2008

Re: RFP #: 08-X-39960
Written Translation Services: English to Spanish
Bid Due Date: **April 29, 2008** (2:00 p.m.)

ADDENDUM #2

The following constitutes Addendum #2 to the above referenced solicitation. This addendum is divided into the following parts:

- Part 1: Answers to questions.
- Part 2: Additions, deletions, clarifications and modifications to the RFP

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

PART 1
Written Translation Services: English to Spanish
RFP Number 08-X-39960
Answers to Questions

Note: Some of the questions have been paraphrased in the interest of readability and clarity. Likewise, duplicative questions have also been combined. Each question is referenced by the appropriate RFP page number(s) and section where applicable.

#	Page #	RFP Section Reference	Question	Answer
1.		General	Can the State provide a current list and contact details of Translation companies currently certified as Small Businesses in New Jersey?	<p>No contract details are available as there is no existing contract. Following is a list of firms, currently registered as a New Jersey registered small business, that perform English to Spanish translation:</p> <p>ABERCADEEN 263 Harding Avenue Clifton, NJ 07011 (908) 399-9776</p> <p>DS International Language Consultants 49 Parrott Hill Road Chatham, NJ 07928 (973) 635-7447</p> <p>New Type Incorporated 447 Route 10E -Suite 14 Randolph, NJ 07869 (973) 361-6000</p> <p>Proximo International LLC 55 Raritan Avenue # 2127 Highland Park, NJ 08904 (800) 929-4402</p> <p>Reporte Hispano LLC 42 Dorann Avenue Princeton, NJ 08540 (609) 933-1400</p> <p>Atkins International Associates Inc. 65 Old Highway 22 -Suite 2 Clinton, NJ 08809 (908) 735-8577</p> <p>D&M Translations Inc. d/b/a Translation Plus Inc. 238 Main Street -Suite 103-111 Hackensack, NJ 07601 (201) 487-8007</p>
2.		2.2	How often are expedited requests requested for each of the five (5) document categories?	The State does not know this prospectively as there are no predetermined expedited requests. Expedited requests shall be handled on a case by case basis depending upon the needs of the respective Using Agency.
3.	11	2.2	What is the average requested turnaround time for routine translations for each of the five (5) document categories?	The State anticipates an average turnaround time of five (5) to seven (7) business days.

#	Page #	RFP Section Reference	Question	Answer
4.	12	3.2	<p>In cases where the formatting services are extensive and create significant additional work, may the contractor charge for these services?</p> <p>Will actual desktop publishing services in DTP programs such as Quark, InDesign or other SW be required?</p> <p>How will the Contractor be able to charge for such services if they are required.</p>	<p>No, the State anticipates that that Using Agencies will send documents requiring English to Spanish translation to the contractor(s) in a word format. Each Using Agency's designers will perform the layout after the translation has been completed.</p> <p>No.</p> <p>If the State's needs change and desktop publishing capabilities are required of the contractor, please refer to Sections 5.4 and 5.20 of the RFP.</p>
5.	12	3.2	<p>It states that "...the document shall be in an electronic format stipulated by the Agency." Will the Agencies provide the original source files from the software applications that the files have been created (MS Word, InDesign, Quark, etc...) and not PDFs? In order to maintain formatting and save the state money by not having to completely recreate files from PDFs, it would be helpful to have the source files including source graphic files.</p>	<p>Please refer to Question #4.</p>
6.	17	4.4.4.1.a	<p>Are bidders required to format the Case Study responses so that the translated files replicate the English?</p> <p>If so, can you provide a source/e-file for each of the 5 attachments/samples?</p> <p>And if not, please confirm that you are just looking for us to return the translated text with the bid/proposal.</p>	<p>No, bidders may provide the Case Study English to Spanish translations in MSWord. Bidders should provide translation of any text associated with graphics, without having to reproduce the graphic image.</p> <p>Not applicable.</p> <p>Confirmed, the State seeks translated text only in a bidder's response to the Case Studies.</p>

PART 2
Written Translation Services: English to Spanish
RFP Number 08-X-39960

Additions, Deletions, Clarifications and Modifications to the RFP

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1.			