

Request for Quotation- RFQ

For: Refrigerated Space Short-Term Lease

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFQ Section 1.3.1 for more information.)	May 1, 2014	10:00 AM
Quotation Submission Date (Refer to RFQ Section 1.3.2 for more information.)	May 8, 2014	10:00 AM

	Status	Category
Small Business Set-Aside	<input checked="" type="checkbox"/> Not Applicable	
	<input type="checkbox"/> Entire Contract	<input type="checkbox"/> I
	<input type="checkbox"/> Partial Contract	<input type="checkbox"/> II
	<input type="checkbox"/> Subcontracting Only	<input type="checkbox"/> III

RFQ Issued By

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

Using Agency/Agencies

State of New Jersey
Department Of Treasury
State Distribution Center (DSS)

Date: April 25, 2014

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Quotation (RFQ) is issued by the Procurement Bureau, Division of Purchase and Property, Department of the Treasury, State of New Jersey, on behalf of the Division's Distribution and Support Services Unit (the State Distribution Center). The purpose of this RFQ is to solicit quotations for a vendor to supply approximately 12,000 SQ FT and/or 1,000 racked pallet positions of freezer space and suitable adjacent working areas for the receipt, storage and order processing of frozen food products. The intent of this RFQ is to award a contract to that bidder whose quote, conforming to this RFQ, is most advantageous to the State, price and other factors considered.

The State of NJ Standard Terms and Conditions will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFQ and should be read in conjunction with them unless the RFQ specifically indicates otherwise.

1.2 BACKGROUND

The State Distribution Center receives, stores and processes food and household products for shipment to customers throughout the State of New Jersey, including frozen and chilled products. Due to a roof replacement project, the Distribution Center will have to shut down its freezer area for approximately four weeks. In order to continue serving our customers, the Distribution Center seeks proposals to supply temperature controlled warehouse space in the Mercer/Northern Burlington/Western Monmouth County areas to which it can move these operations and continue the process of receiving, storing processing and shipping orders of frozen products.

The length of the lease is anticipated to be 8 weeks, but may extend to possibly 12 weeks.

1.3 KEY EVENTS

1.3.1 QUESTION AND ANSWER PERIOD

Questions concerning this RFQ, may be submitted, in writing via e-mail, to Henry Karnas, Chief, DSS, henry.karnas@treas.state.nj.us and **must be received at or before 10:00 AM (Eastern Standard Time), on Thursday, May 1, 2014.** Phone calls and faxes will not be accepted.

Questions regarding the State of New Jersey Standard Terms and Conditions and exceptions to mandatory requirements must be posed during the Question and Answer period and should also contain vendor suggested changes, if any.

Communications with other representatives of the State regarding this RFQ are prohibited during the submission and selection processes. Failure to comply with these communications restrictions may result in rejection of a firm's quotation.

The State will not be responsible for any expenses incurred in the preparation and/or presentation of the quotations, oral interviews or for the disclosure of any information or material received in connection with this RFQ.

The State reserves the right to reject any and all quotations received in response to this RFQ, when determined to be in the State's best interest, and to waive minor irregularities in a quotation. The State further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all firms submitting quotations in response to this RFQ. In the event that all quotations are rejected, the State reserves the right to re-solicit quotations.

1.3.2 SUBMISSION OF QUOTATION

Quotations are to be submitted by email to Henry.Karnas@treas.state.nj.us, or by messenger or hand delivery to:

Department of the Treasury
Distribution and Support Services
1620 Stuyvesant Avenue
Trenton, NJ 08625-0234

Do not use US Post Office to deliver to this address.

Quotations are due on **Thursday, May 8, 2014 by 10:00 a.m. EST.**

Bidders should include the RFQ Title on the outside of each package sent via messenger or hand delivery.

1.4 ADDITIONAL INFORMATION

1.4.1 BIDDER RESPONSIBILITY

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

1.4.2 COST LIABILITY

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

1.4.3 CONTENTS OF QUOTATION

Subsequent to the quotation submission opening, all information submitted by bidders in response to a bid solicitation is considered public information, notwithstanding any disclaimers to the contrary submitted by a bidder, except as may be exempted from public disclosure by OPRA and the common law.

Any proprietary and/or confidential information in your quotation will be redacted by the State. A bidder may designate specific information as proprietary or confidential pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when the bidder has a good faith legal and or factual basis for such assertion. The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the bidder accordingly. The location in the quotation of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder to designate its entire quotation as proprietary, confidential and/or to claim copyright protection for its entire quotation.** In the event of any challenge to the bidder's assertion of confidentiality with which the State does not concur, the bidder shall be solely responsible for defending its designation.

1.4.4 JOINT VENTURE

If a joint venture is submitting a quotation, the agreement between the parties relating to such joint venture should be submitted with the joint venture's quotation. Authorized signatories from each party comprising the joint venture must sign the quotation. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder form, and Affirmative Action Employee Information Report must be supplied for each party to a joint venture. NOTE: Each party comprising the joint venture must also possess a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue prior to the award of a contract. Refer to Section 4.4.2.1 of this RFQ.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

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

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 quotation in response to this RFQ.

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

Contractor – The bidder awarded a contract resulting from this RFQ.

Director – Director, Division of Purchase and Property, Department of the Treasury. By statute, 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, or a staff member designated by the Director to review and evaluate quotations submitted in response to this RFQ and to recommend a contract award to the Director.

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.

Modification - Written clarification or revision to this RFQ issued by the Division of Purchase and Property.

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

Request for Quotation (RFQ) – This document which establishes the bidding and contract requirements and solicits quotations 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 material requirement will result in the rejection of a quotation as non-responsive.

Should – Denotes that which is recommended, not mandatory.

Small business – Pursuant to N.J.A.C. 17:13-1.2, “small business” means a business that meets the requirements and definitions of “small business” and has applied for and been approved by the New Jersey Division of Revenue, Small Business Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one of the three following categories: (A) 0 to \$500,000 (Category I); (B) \$500,001 to \$5,000,000 (Category II); and (C) \$5,000,001 to \$12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III).

State – State of New Jersey.

State Contract Manager – The individual responsible for the approval of all deliverables within the Scope of Work.

Subcontractor – An entity having an arrangement with a State contractor, where by 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.

2.2 CONTRACT-SPECIFIC DEFINITIONS

State Distribution Center -- The organization responsible for the receipt, storage and distribution of food and household products to State and local Government entities, also referred to as Distribution and Support Services, or DSS.

3.0 SCOPE OF WORK

The contractor shall supply space for use by State of New Jersey employees to operate a distribution function involving the receipt, storage, order processing and shipment of frozen

products. The site must have infrastructure in place to safely and efficiently conduct this type operation. Any space proposed by a contractor under this RFQ will be inspected and approved by the State of New Jersey prior to a contractual commitment.

The State anticipates utilizing this space beginning on or about May 19, 2014. That date could be pushed back due to delays or issues with the roof replacement project or due to space availability issues under this RFQ. Prospective contractors should respond to this RFQ even if they cannot provide the required space by May 19, 2014, and indicate when they can provide the required space.

The State will lease this space for a minimum of two months; however, the State reserves the right to extend this agreement for up to two additional months if needed.

3.1 CONTRACTOR RESPONSIBILITIES

The contractor shall provide racked freezer space to accommodate approximately 1,000 pallets of frozen product. The temperature of the freezer space shall not exceed 8 degrees.

The contractor shall provide adjacent space for receiving deliveries and staging orders. This must include adequate dock facilities to offload incoming tractor-trailer deliveries of product, and to stage and load outgoing orders. At a minimum, the contractor must provide access to three dock doors for State use.

The contractor shall provide an office area with one active phone line, and available restroom facilities for assigned State staff.

The contractor shall provide charging stations for materials handling equipment. If the contractor has material handling equipment that the State could utilize, the State would consider using that equipment. Otherwise, the State will provide its own materials handling equipment.

The contractor shall provide space for outside activities such as trailer parking and employee parking. This shall include a minimum of three (3) parking spaces for tractor-trailers, two (2) parking spaces for straight trucks and five (5) parking spaces for State employees. There may be instances where commercial or State owned tractors and/or trailers must be parked overnight at the facility.

The contractor shall provide janitorial services and dumpsters for the disposal of trash generated by the operation.

The Contractor shall provide State employees access to the space from 6 a.m. through 5 p.m. Mondays through Fridays. The Contractor shall provide weekend and off-hours access as required, provided the State gives 24 hours advance notice of this requirement.

Contractor shall maintain the premises and all associated equipment and infrastructure, such as lighting, dock equipment, charging stations, HVAC/refrigeration equipment, such that the premises may be occupied by the State and used for the receipt, storage, order processing and shipment of frozen products for the duration of this agreement. Contractor shall maintain the premises in conformance with all requirements and specifications of any public body or authority having jurisdiction over the same.

The contractor shall be responsible for payment of all utilities, property taxes and casualty insurance.

3.2 STATE RESPONSIBILITIES

The State will supply the manpower (employees) to perform its normal distribution functions. The State will provide its own materials handling equipment and its own consumable materials such as pallets, shrink wrap, protective clothing, etc.

The State will inform the contractor in advance of any pending/anticipated work outside of normal work hours.

The State will permit contractor access to the premises as required for the purpose of examining and inspecting same or showing same to prospective purchasers or mortgagees, provided that reasonable prior notice, emergencies excepted, is provided to the State and the State shall have the right to monitor said inspection or participate in said inspection.

The State will take good and reasonable care of the premises and surrender same upon termination of this agreement in substantially the same condition as received, as reasonable use and wear thereof will permit, insurable casualty excepted.

4.0 QUOTATION PREPARATION AND SUBMISSION

4.1 QUOTATION DELIVERY AND IDENTIFICATION

In order to be considered, a quotation must arrive at the Division in accordance with the instructions on the RFQ cover sheet accompanying this RFQ. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of quotations.

4.2 QUOTATION CONTENT

Quotations including supplemental terms and conditions may be accepted, but supplemental terms or conditions that conflict with those contained in this RFQ or the State's NJ Standard Terms and Conditions ("RFQ/SSTC"), as may be amended by addenda, or that diminish the State's rights under any contract resulting from the RFQ will be considered null and void. In the event that prior to notice of intent to award, the Division notifies the Bidder of any such term or condition and the conflict it poses, the Division may require the Bidder to either withdraw it or withdraw its proposal. After award of contract:

- a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFQ/SSTC, the term or condition of the RFQ/SSTC will prevail; and
- b) if the result of the application of a supplemental term or condition included in the proposal would diminish the State's rights, the supplemental term or condition will be considered null and void.

The quotation should be submitted in two volumes with the content of each volume as indicated below.

Section 1 - Forms (Sections 4.2.1)

Section 2 - Technical Quotation (Section 4.2.3)

Section 3 - Organizational Support and Experience (Section 4.2.4)

Section 4 – Price Schedule (Section 4.2.5)

4.2.1 FORMS, REGISTRATIONS AND CERTIFICATIONS

4.2.1.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder must certify pursuant to N.J.S.A. 52:34-12.2 that it is in compliance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles. Please refer to Section 2.5 of the State of NJ Standard Terms and Conditions and N.J.S.A. 52:34-12.2 for additional information about the McBride principles. By signing its proposal, the bidder/offeror is automatically certifying that either:

- a. The bidder has no operations in Northern Ireland; or
- b. The bidder has business operations in Northern Ireland and is committed to compliance with the MacBride principles.

4.2.1.2 NON-COLLUSION

By submitting a quotation, the bidder certifies as follows:

- a. The price(s) and amount of its quotation have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- b. Neither the price(s) nor the amount of its quotation, and neither the approximate price(s) nor approximate amount of this quotation, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the quotation submission.
- c. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a quotation higher than this quotation, or to submit any intentionally high or noncompetitive quotation or other form of complementary quotation.
- d. The quotation of the firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive quotation.
- e. The bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

4.2.1.3 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION

The Treasurer has established a business ethics guide to be followed by State contractors in their dealings with the State. The guide provides further information about compliance with Section 2.8 of the State of New Jersey Standard Terms and Conditions. The guide can be found at:

http://www.state.nj.us/treasury/purchase/ethics_guide.shtml

By signing its proposal, the bidder is automatically certifying that it has read the guide, understands its provisions and is in compliance with its provisions.

4.2.1.4 OWNERSHIP DISCLOSURE FORM

Pursuant to N.J.S.A. 52:24.2, 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 quotation. Failure to submit the form will preclude the award of a contract. The forms for Ownership Disclosure, Certification of Non-Involvement in Prohibited Activities in Iran and Disclosure of Investigations and Actions Involving Bidder may be found here:

<http://www.state.nj.us/treasury/purchase/forms/StandardRFPForms.pdf>. Note that all three forms must be signed. Although the forms have been consolidated, a single signature will not suffice.

4.2.1.4.1 CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN IRAN

Pursuant to N.J.S.A. 52:32-58, the bidder must certify that neither the bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the bidder is unable to so certify, the bidder shall provide a detailed and precise description of such activities. The forms for Ownership Disclosure, Certification of Non-Involvement in Prohibited Activities in Iran and Disclosure of Investigations and Actions Involving Bidder may be found here:

<http://www.state.nj.us/treasury/purchase/forms/StandardRFPForms.pdf>. Note that all three forms must be signed. Although the forms have been consolidated, a single signature will not suffice.

4.2.1.5 DISCLOSURE OF INVESTIGATIONS AND 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 (5) 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 for this purpose. The forms for Ownership Disclosure, Certification of Non-Involvement in Prohibited Activities in Iran and Disclosure of Investigations and Actions Involving Bidder may be found here:

<http://www.state.nj.us/treasury/purchase/forms/StandardRFPForms.pdf>. Note that all three forms must be signed. Although the forms have been consolidated, a single signature will not suffice.

4.2.1.6 SUBCONTRACTOR UTILIZATION PLAN

All bidders intending to use a subcontractor must submit a completed Subcontractor Utilization Plan. Please see the State of New Jersey, Division of Purchase and Property's Subcontractor Forms which includes the Subcontractor Utilization Plan form.

4.2.1.7 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a bidder and its named subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue prior to the award of a contract. To facilitate the quotation evaluation and contract award process, the bidder should submit a copy of its valid BRC and those of any named subcontractors with its quotation. Refer to Section 2.1 of the State of NJ Standard Terms and Conditions.

Any bidder, inclusive of any named subcontractors, who does not have a valid business registration at the time of the quotation submission opening or whose BRC was revoked prior to the submission of the quotation should proceed immediately to register its business or seek reinstatement of a revoked BRC. Bidders are cautioned that it may require a significant amount of time to secure the re-instatement of a revoked BRC. The process can require actions by both the Division of Revenue and the Division of Taxation. For this reason, a bidder's early attention to this requirement is highly recommended. The bidder and its named subcontractors may register with the Division of Revenue, obtain a copy of an existing BRC or obtain information necessary to seek re-instatement of a revoked BRC online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

A bidder otherwise identified by the Division as a responsive and responsible bidder, inclusive of any named subcontractors, but that was not business registered at the time of submission of its quotation must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the Division. A bidder who fails to comply with this requirement by the deadline specified by the Division will be deemed ineligible for contract award. Under any circumstance, the Division will rely upon information available from computerized systems maintained by the State as a basis to verify independently compliance with the requirement for business registration.

A bidder receiving a contract award as a result of this procurement and any subcontractors named by that bidder will be required to maintain a valid business registration with the Division of Revenue for the duration of the executed contract, inclusive of any contract extensions.

4.2.2 TECHNICAL QUOTATION

In this section, the bidder shall describe the space it proposes to provide and must note any exceptions to the requirements outlined in Section 3.0, Scope of Work. The bidder must set forth its understanding of the requirements of this RFQ and its ability to meet those

requirements. This section of the quotation should minimally contain the information identified below.

4.2.2.1 LOCATION

The bidder shall fully describe the space offered. This description should demonstrate to the State that the bidder understands the State's requirements and the nature of the State operations to be conducted on site, and should demonstrate that the space offered meets those requirements. The bidder shall include the address of the bidder's warehouse where space is offered and the office where responsibility for managing the contract will reside. The bidder should include the name and telephone number of its principal contact for the contract.

4.2.2.2 CONTRACT MANAGEMENT

The bidder should describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan should include the bidder's approach to communicate with the State Contract Manager

4.2.2.3 MOBILIZATION AND IMPLEMENTATION PLAN

It is essential that the State move forward quickly to have the contract in place. Therefore, the bidder must include as part of its quotation a mobilization and implementation plan, beginning with the date of notification of award.

4.2.2.5 POTENTIAL PROBLEMS

The bidder should set forth a summary of any and all problems that the bidder anticipates in meeting the State's requirements. For each problem identified, the bidder should provide its proposed solution.

4.2.3 PRICE SCHEDULE

The bidder shall quote a single, all-inclusive, monthly rent for the space. The bidder is required to hold its price firm through issuance of contract.

4.2.4 COOPERATIVE PURCHASING

Not applicable to this RFQ.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFQ shall consist of this RFQ, addenda to this RFQ, the contractor's quotation, any best and final offer and the Division's Notice of Award.

Unless specifically stated within this RFQ, the Special Contractual Terms and Conditions of the RFQ take precedence over the State of NJ Standard Terms and Conditions accompanying this RFQ.

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

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

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of **two (2) months**. The anticipated "Contract Effective Date" is provided on the signatory page accompanying this RFQ. If delays in the procurement process or the underlying construction project result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

The contract may be extended for all or part of **two (2) one-month periods**, by the mutual written consent of the contractor and the State at the same terms, conditions, and pricing at the rates currently in effect or rates more favorable to the State.

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 **60** days beyond the expiration date of the contract.

5.4 CONTRACT MODIFICATIONS

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 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 RENT

The State will pay the Contractor the monthly rent on the first day of each and every month during the contract term and any extensions thereof in the manner provided by the laws of the State of New Jersey governing the disbursement of public funds.

5.7 WARRANTY OF TITLE

The Contractor warrants that as of the date of execution of this Contract: the Contractor is the owner/contract purchaser of the building of which the demised premises form a part; that on the date of delivery to the State, the Contractor shall have good and sufficient title to the building; and that the Building shall be free and clear of all liens and encumbrances that would have priority over this lease except for any mortgages granted to secure repayment of loans used to acquire, develop, construct, furnish, or operate the real property of which the demised premises forms a part and as may otherwise be herein expressly set forth.

5.8 PROPOSED TRANSFER OF TITLE

Contractor shall provide written notice to the State no later than 30 days prior to any anticipated conveyance, assignment, or other proposed transaction with or to any third party which results in a change in the Contractor's ownership of the Building or demised premises. Following receipt by the State of the required notice from the Contractor and the disclosure statement from the third party the State shall determine whether such third party or the principals thereof, are of known moral or financial disrepute or is a party suspended or debarred from doing business with the State of New Jersey. The State agrees to give the Contractor thirty (30) days notice to affect a cure to the full satisfaction of the State. In the event the Lessor fails to affect said cure, or in the event the Lessor fails to provide to the State the notice and disclosure statement as proscribed by this Section, the State may immediately thereafter terminate this contract without liability.

5.8 CODES AND POLICIES

The contractor warrants that the demised premises during the lease term, and any construction or alteration work shall conform to the minimum requirements of all applicable Municipal, Federal, State, and local laws, regulations, rules, ordinances, codes, and policies effective during the Lease Term, including but not limited to the New Jersey Uniform Fire Code, N.J.A.C. 5:70 and 71, New Jersey PEOSHA, N.J.S.A. 34:6A-25 et seq., and N.J.A.C. 12:100 and 110, as amended and supplemented; OSHA Regulations (Standards – 29 CFR) Asbestos. – 1910.1001.

5.9 SUBORDINATION AND ATTORNMENT OF MORTGAGE AGREEMENT

If the mortgagee should succeed to the rights of the contractor under the lease or should become owner of the demised premises by reason of foreclosure or the acceptance of a deed or assignment in lieu of foreclosure or otherwise, this agreement shall not be terminated or affected thereby, but shall continue in full force and effect as a direct contract between the mortgagee and the State, under all the provisions, covenants, terms, and conditions set forth in

the agreement. The State shall not be evicted from the demised premises nor shall the State's leasehold estate or possession under the lease be terminated or disturbed, nor shall any of the State's rights in any way by reason be terminated or disturbed. The State shall have the same remedies against the mortgagee for the breach of an agreement that the State might have had against the contractor if the mortgagee had not succeeded to the interest of the contractor, provided however that the mortgagee shall not be liable for or bound by any rent or additional rent which the State might have paid for more than the current month to the contractor.

5.10 INTERRUPTION OF TENANCY

In the event the premises, or the building of which the premises are a part, should be destroyed or damaged in part or in whole by fire or other elements, or by any other cause, to an extent which in the reasonable opinion of the State renders the premises untenable or unfit for occupancy for the State's intended use, the State will pay the accrued rent to the time of such destruction, and not thereafter, and the State will have the option to terminate this agreement with no other liability to the contractor beyond payments due to the date of destruction. If, however, the State's occupancy for the purpose of doing business is merely interrupted for an interim period due to destruction or damage or rendered untenable or unfit for occupancy for the purposes of conducting business and the damage or cause of unfitness is repaired or corrected, the obligation to pay rent shall resume as of the date of the State's resumed occupancy for the purpose of doing business. If the premises should be partially damaged or deemed unfit or untenable, in the reasonable opinion of the State, the damage or cause shall be repaired by the contractor with all reasonable speed, and the rent for the portions not usable by the State shall be apportioned and abated for the term beginning with the date the area is rendered damaged or unfit and ending when such damage or cause of unfitness shall have been repaired and such portions of the premises again made available to the State.

5.11 CONDEMNATION

If the demised premises or the building or any material part of either shall be condemned for public use, then and in that event, upon vesting of title to the same for such public use, this agreement shall terminate at the State's sole discretion, anything herein contained to the contrary notwithstanding. The State will have no right to any part of any condemnation award or award in lieu of condemnation relating to its leasehold estate or otherwise. In the event of such termination, all rent paid in advance shall be apportioned as of the date of such termination.

5.12 DEFAULT BY CONTRACTOR AFFECTING LIFE, SAFETY OR HABITABILITY

In the event the contractor fails to provide any facilities or services required of it, or to perform in accordance with its obligations under this agreement, and such failure affects life, safety, or habitability for all or any portion of the demised premise, then the State will give written notice to the contractor specifying such failure. In the event the contractor fails to cure or commence to cure such failure within five (5) calendar days following the State's notice, the parties hereby agree that the State shall have the right to furnish or provide the said facilities or services and to deduct the cost and expense thereof from the monthly installments payable to the Lessor under the terms of this agreement. This right shall in no way serve to waive, limit, or set aside any other available legal or statutory rights or remedies.

5.14 DEFAULT BY THE STATE

In the event the State defaults in the performance of any terms of this agreement, the contractor shall give written notice of such default to the State and the State will cure any such default in respect to which it has been given written notice without delay. Should the State fail to cure any such default within a reasonable time after the contractor serves the State with written notice the contractor reasonably may cure the same at its own cost and expense for which cost and expense the State will reimburse the Lessor in accordance with the laws of the State of New Jersey governing the disbursement of public funds upon submission of a voucher and appropriate documentation to the State by the contractor.

5.15 ASSIGNMENT AND SUBLETTING

The State agrees that it shall neither assign its rights nor sublet the whole or any part of the demised premises.

5.16 ENVIRONMENTAL CONDITIONS

Contractor shall indemnify, defend and hold the State harmless from and against any and all losses arising out of or related to any environmental conditions on, at or emanating from the demised premises whether due to the activities of the contractor or another tenant or a prior tenant of the contractor.

5.17 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.

5.18 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.

5.19 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. This shall include any required Certificate of Occupancy. 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 quotation.

5.20 CLAIMS AND REMEDIES

5.20.1 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.

5.20.2 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.

5.20.3 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 of NJ Standard Terms and Conditions, 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 as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

5.21 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

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

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

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

The written quotation 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 quotation submitted in response to this RFQ. Whenever possible, the price schedule should be a firm, fixed price 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 quotation. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the contractor's written quotation, 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 and NJOIT.

No 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.

5.22 AUDIT OF RECORDS

Contractor shall grant to the Office of the New Jersey State Auditor, State of New Jersey Office of the Inspector General, the Federal Government, and any other duly authorized agencies of the Federal Government or the State where appropriate the right to inspect and review all books and records directly pertaining to the Contract resulting from this RFQ for a period of five (5) years, or as required by applicable State and Federal law.

5.23 RECORD RETENTION

Contractor agrees to retain all books, records, and other documents relevant to this contract and the funds expended hereunder as required by applicable Federal and/or State regulations.

5.24 CONFIDENTIALITY OF STATE DATA AND INFORMATION

All information relating to the State's operations which is designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which becomes available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. Contractor shall not be required to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

5.23 WAIVER OF ADMINISTRATIVE INFORMALITIES

The State reserves the right, at its sole discretion, to waive administrative informalities and irregularities contained in any quote if deemed in the best interest of the State to do so.

6.0 PROPOSAL EVALUATION

6.1 RIGHT TO WAIVE

The State reserves the right to waive minor irregularities. The State also reserves the right to waive a requirement provided that:

- (1) the requirement is not mandated by law;
- (2) all of the otherwise responsive quotations failed to meet the requirement; and
- (3) the failure to comply with the requirement does not materially affect the procurement or the State's interests associated with the procurement.

6.2 STATE'S RIGHT OF FINAL QUOTATION ACCEPTANCE

The State reserves the right to reject any or all quotations, or to award in whole or in part if deemed to be in the best interest of the State to do so. The State shall have authority to award orders or contracts to the vendor best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie quotations will be awarded by the State in accordance with N.J.A.C.17:12-2.10.

6.3 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES

The State reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.

6.4 – 6.5 RESERVED

6.6 ORAL PRESENTATION AND/OR CLARIFICATION OF QUOTATION

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

After the proposals are reviewed, one, some or all of the bidders may be asked to clarify certain aspects of their proposals. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies or material omissions or revise or modify a proposal, except to the extent that correction of apparent clerical mistakes results in a modification.

The bidder may be required to give an oral presentation to the State concerning its proposal. Bidders should be available with 48 hours upon notification of the State.

Bidders may not attend the oral presentations of their competitors.

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

6.7 EVALUATION CRITERIA

The following evaluation criteria, not necessarily listed in order of significance, will be used to evaluate quotations received in response to this RFQ.

- a) Price
- b) Location and suitability of space offered
- c) Experience of the bidder

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

6.7.2 QUOTE DISCREPANCIES

In evaluating proposals, 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 correct sum of the column of figures.

6.8 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

After evaluating quotations, the State may enter into negotiations with one bidder or multiple bidders. The primary purpose of negotiations is to maximize the State's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one bidder or multiple bidders. Negotiations will be structured by the Division to safeguard information and ensure that all bidders are treated fairly.

Similarly, the State may invite one bidder or multiple bidders to submit a best and final offer (BAFO). Said invitation will establish the time and place for submission of the BAFO. Any BAFO that is not equal to or lower in price than the pricing offered in the bidder's original quotation will be rejected as non-responsive and the State will revert to consideration and evaluation of the bidder's original pricing.

If required, after review of the BAFO(s), clarification may be sought from the bidder(s). The Division may conduct more than one round of negotiation and/or BAFO in order to attain the best value for the State.

Negotiations will be conducted only in those circumstances where they are deemed to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the bidder is advised to submit its best technical and price quotation in response to this RFQ since the State may, after evaluation, make a contract award based on the content of the initial submission, without further negotiation and/or BAFO with any bidder.

All contacts, records of initial evaluations, any correspondence with bidders related to any request for clarification, negotiation or BAFO, any revised technical and/or price quotations, the Evaluation Committee Report and the Award Recommendation, will remain confidential until after the contract is awarded.

NOTE: If the State contemplates negotiation, quotation prices will not be publicly read at the quotation submission opening. Only the name and address of each bidder will be publicly announced at the quotation submission opening.

6.9 COMPLAINTS

A bidder with a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to Section 5.7.b of the State of NJ Standard Terms and Conditions accompanying this RFQ may be bypassed for an award issued as a result of this RFQ.

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

7.1.1 REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13 - N.J.S.A. 19:44A-20.25 (FORMERLY EXECUTIVE ORDER 134) AND EXECUTIVE ORDER NO. 117 (2008)

- 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 Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership 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 either Chapter 51 or Executive Order No. 117 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 means 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 Division's website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee for completion and submission to the Division 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 Division Procurement Specialist, 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 RFQ, 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 Division's website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

7.1.2 RESERVED

7.1.3 AFFIRMATIVE ACTION

The intended awardee must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Intended awardee(s) not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at http://www.nj.gov/treasury/purchase/forms/AA_%20Supplement.pdf.

7.1.4 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a bidder and its named subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue prior to the award of a contract. (Refer to Section 4.4.2.1 of this RFQ for further information.)

7.2 FINAL CONTRACT AWARD

Contract award[s] shall be made with reasonable promptness by written notice to that responsible bidder(s), whose quotation(s), conforming to this RFQ, is(are) most advantageous to the State, price, and other factors considered. Any or all quotations 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. Refer to Section 4.2 of the State of NJ Standard Terms and Conditions accompanying this RFQ.

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 e-mail address.

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

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 of the Contract and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

new jersey
the department of the treasury

division of
purchase and property