



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. BOX 230
TRENTON, NJ 08625-0230

Richard J. Codey
Acting Governor

JOHN E. McCORMAC, CPA
State Treasurer

TO: All Potential Bidders

RE: RFP #: 06-X-36642

RFP Title: Janitorial Services for the Hamilton Complex, Hamilton Township, NJ

a) New Business Registration Requirements – This is a change from previous requirements. Failure to submit a copy of your Business Registration Certificate (or interim registration) from the Division of Revenue with the Bid Proposal shall be cause for automatic rejection of the bid proposal.

b) In accordance with Executive Order 134, the attached Certification form must be completed and returned with the Bid Proposal. Failure to submit the Certification(s) with the Bid Proposal shall be cause for automatic rejection of the bid proposal.

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

The following are the key dates for the project:

Date	Time	Event
06/23/05	10:00 AM	Mandatory Site Inspection (Refer to RFP Section 1.3.2 for more information)
06/23/05	11:00 AM	Mandatory Pre-Bid Conference (Immediately following site visit) (Refer to RFP Section 1.3.3 for more information)
06/30/05	2:00 PM	Bid Submission Due Date (Refer to RFP Section 1.3.4 for more information)

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

Sincerely,

Doreica Holt
Procurement Specialist
E-Mail Address: Doreica.holt@treas.nj.us

ATTENTION VENDORS

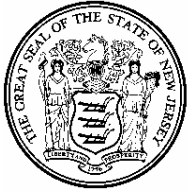
Vendor Information and Bidding Opportunities

The Purchase Bureau maintains a bidders mailing list. You as a vendor may have basic information about your firm added to the bidders mailing list by visiting our website at <http://www.state.nj.us/treasury/purchase/forms/forms.htm> and submitting a bidders mailing list application online. You may also download the application and instructions and submit the application by mail. Applications submitted online are processed more quickly than mailed applications.

A bidders mailing list application gives you the opportunity to identify yourself as a potential bidder for the types of goods and services that your firm provides. The Purchase Bureau attempts (but does not guarantee) to provide firms on the bidders mailing list with notice of bidding opportunities related to the goods and services identified in the application.

If you are already on the Purchase Bureau's bidders mailing list and you need to change your information, contact Bid List Management at (609) 984-5396

Note: If you are an awarded State contractor and payments are not being directed to your proper remit-to address, you must send a letter on company letterhead to the Office Of Management and Budget, Vendor Control Unit, PO Box 221, Trenton, NJ 08625 or fax that letter to 609-292-4882. In the letter you must include the current incorrect remit to address and your new correct remit-to address. If you have any question about this process you may call (609) 292-8124 for more information.



STATE OF NEW JERSEY
REQUEST FOR PROPOSAL

BID NUMBER: 06-X-36642

FOR: JANITORIAL SERVICES FOR THE
HAMILTON COMPLEX, HAMILTON
TOWNSHIP, NJ

TERM CONTRACT #: T-2244
REQUESTING AGENCY: Department of Law and Public Safety

ESTIMATED AMOUNT: N/A
CONTRACT EFFECTIVE DATE: 07/01/05
CONTRACT EXPIRATION DATE: 06/30/08
COOPERATIVE PURCHASING: NO
SET ASIDE: SEE N/A6

DIRECT QUESTIONS CONCERNING THIS RFP TO:
BUYER NAME: Doreica Holt
E-MAIL ADDRESS: Doreica.holt@treas.state.nj.us

TO BE COMPLETED BY BIDDER:

Firm Name: Address:

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

- 1) PROPOSALS MUST BE RECEIVED AT OR ON BEFORE THE PUBLIC OPENING TIME OF 2 PM ON 06/30/05 AT THE FOLLOWING PLACE: DEPARTMENT OF THE TREASURY, PURCHASE BUREAU, PO BOX-230, 33 WEST STATE STREET, 9TH FLOOR, TRENTON, NEW JERSEY 08625-0230. TELEPHONE, TELEFACSIMILE OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED.
2) THE BIDDER MUST SIGN THE PROPOSAL.
3) THE PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS, F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PRICE QUOTES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT.
4) ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.
5) ALL CORRECTIONS, WHITE-OUTS, ERASURES, RESTRIKING OF TYPE, OR OTHER FORMS OF ALTERATION, OR THE APPEARANCE OF ALTERATION, TO UNIT AND/OR TOTAL PRICES MUST BE INITIALED IN INK BY THE BIDDER.
6) THE BIDDER MUST SUBMIT WITH THE PROPOSAL BID SECURITY IN THE AMOUNT OF \$ NONE OR NONE %. CHECK THE TYPE OF BID SECURITY SUPPLIED: ANNUAL BID BOND ON FILE: BID BOND ATTACHED: CERTIFIED OR CASHIERS CHECK ATTACHED: LETTER OF CREDIT ATTACHED:
7) THE BIDDER MUST COMPLETE AND SUBMIT, PRIOR TO THE SUBMISSION OF THE PROPOSAL, OR ACCOMPANYING THE PROPOSAL, THE ATTACHED OWNERSHIP DISCLOSURE FORM. (SEE N.J.S.A. 52:25-24.2). SEE ATTACHMENT 1
8) THE BIDDER MUST ATTEND THE MANDATORY PRE-BID CONFERENCE(S) AND SITE VISIT(S) AT THE FOLLOWING DATE(S) AND TIME(S): PRE-BID CONFERENCE SEE SECTION 1.3.3 SITE INSPECTION SEE SECTION 1.3.2
9) FOR SET ASIDE CONTRACTS ONLY, A BIDDER MUST BE REGISTERED WITH THE N.J. DEPARTMENT OF COMMERCE AS A SMALL BUSINESS BY THE DATE OF BID OPENING. (SEE N.J.A.C. 17:13-3.1 & 13.3.2).
10) EXECUTIVE ORDER 134 CERTIFICATION MUST BE SUBMITTED WITH THE BID PROPOSAL. (APPENDIX 3 OF RFP)

ADDITIONAL REQUIREMENTS

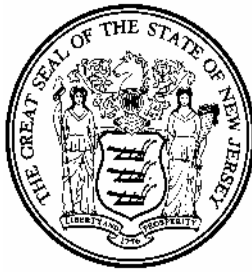
- 11) THE BIDDER MUST BE REGISTERED WITH THE DIVISION OF REVENUE AND SHALL SUBMIT A BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) WITH THE BID PROPOSAL.(SEE N.J.S.A. 52:32-44).
12) PERFORMANCE SECURITY: OR 10 % 13) PAYMENT RETENTION NONE %
14) AN AFFIRMATION ACTION FORM (ATTACHMENT 3 OF RFP) 15) A MACBRIDE PRINCIPALS CERTIFICATION (ATTACHMENT 2 OF RFP)
16) REQUESTED DELIVERY: SEE DETAILS ELSEWHERE IN RFP

TO BE COMPLETED BY BIDDER

- 17) DELIVERY CAN BE MADE DAYS OR WEEKS AFTER RECEIPT OF ORDER.
18) CASH DISCOUNT TERMS (SEE RFP) %, DAYS: NET DAYS. 19) BIDDER PHONE NO:
20) BIDDER FAX NO. 21) BIDDER E-MAIL ADDRESS.
22) BIDDER FEDERAL ID NO. 23) YOUR BID REFERENCE NO.

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

24) ORIGINAL SIGNATURE OF BIDDER 25) NAME OF FIRM
26) PRINT/TYPE NAME AND TITLE 27) DATE



Bid Number: 05-X-36642

REQUEST FOR PROPOSAL FOR:

**JANITORIAL SERVICES
FOR THE
DEPARTMENT OF LAW AND PUBLIC SAFETY
HAMILTON COMPLEX
HAMILTON TOWNSHIP, NEW JERSEY**

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

Using Agency
State of New Jersey
Department of Law and Public Safety
New Jersey State Police
Hamilton Complex
1400 Negron Drive
Hamilton, NJ 08691

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

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

The purpose of this RFP are to solicit bid proposals for the purpose to engage a contractor to provide janitorial services.

The expected products are described in [RFP Section 3.0](#) (Scope of Work).

The intent of this RFP is to award a contract to that responsible bidder whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered.

1.2 BACKGROUND

There are three buildings in this complex: the Technical Complex, Troop "C" Headquarters and the Firing Range.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

It is the policy of the Purchase Bureau to accept questions and inquiries from all vendors by e-mail. Written questions should be e-mailed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

E- Mail: **Doreica.holt@treas.state.nj.us**

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

1.3.1.1 QUESTION PROTOCOL

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

1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

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

1.3.2 MANDATORY SITE VISIT

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

Date:	June 23, 2005
Time:	10:00 AM
Location:	Department of Law and Public Safety Hamilton Complex 1400 Negron Drive Hamilton, NJ 08691

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

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

1.3.3 MANDATORY PRE-BID CONFERENCE

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

Date:	June 23, 2005
Time:	11:00 AM (<i>Immediately following the site visit</i>)
Location:	Department of Law and Public Safety Hamilton Technology Complex 1400 Negron Drive Hamilton, NJ 08691

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

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

Any revisions to the RFP resulting from the Mandatory Pre-Bid Conference will be issued on the Purchase Bureau website as a written addenda to the RFP. Answers to deferred questions will also issued on the Purchase Bureau website as a written addenda to this RFP.

1.4 ADDITIONAL INFORMATION

1.4.1 REVISIONS TO THIS RFP

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

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

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

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

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

1.4.2 ADDENDUM AS A PART OF THIS RFP

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

1.4.3 ISSUING OFFICE

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

1.4.4 BIDDER RESPONSIBILITY

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

1.4.5 COST LIABILITY

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

1.4.6 CONTENTS OF BID PROPOSAL

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

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

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

1.4.7 PRICE ALTERATION

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

1.4.8 JOINT VENTURE

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

2.0 DEFINITIONS

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

2.1 STANDARD DEFINITIONS

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

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

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

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

Contractor - The contractor is the bidder awarded a contract.

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

Division - The Division of Purchase and Property

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

May - Denotes that which is permissible, not mandatory.

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

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

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

Should - Denotes that which is recommended, not mandatory.

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

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

State - State of New Jersey.

Task – A discrete unit of work to be performed.

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

3.0 SCOPE OF WORK

3.1 DESCRIPTIONS

3.1.1 JANITORIAL CONTRACTOR

The contractor will have direct responsibility for the completion and quality of janitorial services within the complex. The contractor may provide janitorial services directly with his own staff or may subcontract these services to qualified firms after obtaining express written authorization from the State; specifically the State Contract Manager.

3.1.2 CONTRACTOR RESPONSIBILITY

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

3.1.3 EXTERIOR

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

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

3.1.4 OFFICE SPACE - GENERAL SPACE

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

3.1.5 OFFICE SPACE - KITCHEN AND COUNTER/SERVING AREAS

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

3.1.6 OFFICE SPACE - REST ROOMS AND LOCKERS

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

3.1.7 UNFINISHED GARAGE SPACE

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

3.2 GENERAL SITE INFORMATION - HAMILTON COMPLEX THREE BUILDING

Technology Complex	208,000 Square Feet - (includes all occupied areas)
1) Hours of Operation	8:00 AM to 4:30 PM, Monday - Friday (No Weekends)
2) Cleaning Hours	8:00 AM to 4:30 PM, Monday - Friday (No Weekends)

a) Mens rooms	7	Ladies room	13
b) Women's Locker Room	1	Men's Locker Room	1
c) Women's Shower Room	1	Men's Shower Room	1
3) Lavatories:			
a) Men's	13	Women's	21
b) Service Sink	1 (Tenant)		
c) Cafeteria	1 (Seats 200)		
d) Auditorium	1		
4) RCFL (Rooms 600 & 602)			
5) Cafeteria			

3.2.1 TECHNICAL COMPLEX SPECIAL REQUIREMENTS

Note: 40,000 sq. ft is currently under construction. This area will be occupied on or before October 2005 by the Office of Counter Terrorism (OCT), Region Computer Forensic Laboratory, Office of Information Technology (OIT), Law and Public Safety (L&PS), Disaster Recovery and the Office of Building Management.

Photo Unit Area (Rooms 273, 274, 276, 278)

- Must be wet mopped daily before 9:00 AM (No hazardous material in these areas)
- All cleaning staff must be accompanied by photo unit personnel

Office Areas/Evidence Graphics/Video Processing Area
(Rooms 281, 282, 283, 286, 287, 290)

- Must be vacuumed daily

Rooms 292, 271

- Must be wet mopped daily before 9:00 AM

Common Areas (Rooms 285, 288, 289)

- No State police supervision required in this area

Storage Areas

- Wet mop on an as needed basis

Central Laboratory

(Restricted access, janitorial staff must be escorted in unoccupied areas by State Police personnel)

- Windows (Interior & Exterior) must be cleaned monthly
- Window treatments must be dusted weekly
- Ventilator Grids must be dusted and washed weekly and kept dust free
- Drop ceiling light covers must be cleaned quarterly
- Skylight must be cleaned semi annually

Central Lab Bays

(Restricted access, janitorial staff must be escorted in unoccupied areas by State Police personnel)

- Countertops must be disinfected daily, (Instruments must not be touched by the janitorial staff)
- Telephones and doorknobs must be disinfected daily
- Trash containers must be emptied, disinfected and replaced with new liners daily

- Janitorial staff must not touch any containers labeled biohazard

Bulk Seizure Room

- Must be wet mopped and disinfected daily
- Evidence reception counters must be disinfected daily
- Vault/Temp Evidence area floors must be cleaned and disinfected weekly

Secured Area (Rooms 251, 253, 254, 260)

- Storage, this area is to be cleaned by special arrangements through ballistics

Garage

- Must be vacuumed weekly

Storage Areas

- Must be vacuumed monthly
- Must be washed semi annually

DNA Unit Special Notes

1. Restricted area janitorial staff must be escorted by State Police personnel at all times
2. All lab surfaces must be cleaned with 10% bleach
3. Cleaning must minimize work interruption
4. Designated mops for lab bays must be used to prevent cross contamination

Laboratory Bays

- Telephone must be disinfected with lysol weekly
- Freezers must be cleaned and disinfected annually (DNA staff will be responsible for removing evidence from freezers prior to cleaning)

Vestibules (Rooms 132, 137)

- Must be cleaned monthly after eyewash stations tested
- Must be cleaned monthly after showers are tested

Autoclave (Rooms 133, 136)

- Must be cleaned monthly after eyewash stations tested
- Must be cleaned monthly after showers are tested

Office Space (Room 145/Adjoining offices)

- Telephones must be disinfected with Lysol weekly

Multi Purpose Room (173)

- Telephones must be disinfected with Lysol weekly

Troop "C" Headquarters and Troop "C" Substation 79,000 Square Feet (combined)

A. Troop "C" Headquarters

- 1) Hours of Operation 7:00 AM to 5:00 PM, Monday - Friday
- 2) Cleaning Hours 7:00 AM to 4:00 PM, Monday - Friday (No Weekends)

B. Troop "C" Substation

- 1) Hours of Operation 7:00 AM to 5:00 PM, Monday - Sunday (Including Weekends)

2) Cleaning Hours 7:00 AM to 5:00 PM, Monday - Sunday
(Including Weekends)

C. 911 Communication Center (Open 24 hours)

D. Combined Total Troop "C" Headquarters and Troop "C" Substation:

a) Men's Rooms	6	Women's Rooms	4
b) Women's Locker Rooms	3	Men's Locker Room	3
c) Shower Rooms	6	Kitchen	2
d) Room A145	12	Seating in Kitchens	1
e) Cafeteria Seating	30	Room B125	8

3.2.2 TROOP "C" SUBSTATION SPECIAL REQUIREMENT

- Gym must be cleaned twice weekly

Firing Range 21,400 Square Feet

- | | |
|-----------------------|--|
| 1) Hours of Operation | 8:00 AM to 4:00 PM, Monday - Friday
(No Weekends) |
| 2) Cleaning Hours | 8:00 AM to 4:00 PM, Monday - Friday
(No Weekends) |

3.2.3 FIRING RANGE SPECIAL REQUIREMENTS

Fire Arms Training (F.A.T) Room ***(Seven weeks during the spring and fall are pistol shoots, during that time the F. A. T. room should cleaned as needed)***

- Must be cleaned daily

Team Room

- Must be cleaned twice weekly

The State makes no representations, guarantees or warranties that the square footage measurements or other information above is accurate or complete. They are the State's best estimate. Bidders can verify the estimates at their own expense. Accordingly, the State shall not create or be deemed to create any obligation or liability upon itself with the bidder(s) for any reason whatsoever. Each bidder, by submitting a bid proposal to this RFP, expressly agrees to this understanding and shall not hold the State liable or responsible therefore. No price adjustments can or will be made by the State as a result of any bidder's lack of information or awareness of the actual square footage to be cleaned under this contract.

3.3 GENERAL CONTRACTOR'S REQUIREMENT

3.3.1 GENERAL

3.3.1.1 The contractor must perform all tasks in strict accordance with the tasks and frequency descriptions as noted in Section 3.4.

3.3.1.2 All tasks must be performed in accordance with all applicable RFP requirements. Failure to satisfactorily perform any tasks in accordance with the RFP provisions and/or at the specified frequency of performance will subject the contractor to the formal complaint process and possible cancellation of the contract.

3.3.2 SECURITY REQUIREMENTS

3.3.2.1 The State reserves the right to ban any person from entering State Police facilities during hours that the facility is closed for normal business. Any cleaning personnel banned from a State facility shall be banned from all State facilities.

3.3.2.2 The contractor's working supervisor shall be present in any area that has janitorial cleaning personnel present. This supervisor shall continually monitor personnel to make certain that the cleaning personnel do not enter, tamper, disturb, sit at, or remove, any items from desk drawers, desktops, cabinets, shelves, files, or any area that janitorial personnel are not specifically assigned to clean. This supervisor shall also make certain that cleaning personnel do not use any telephones or office equipment that are not specifically provided for their use. The contractor's working supervisor must report any violations of these provisions to the State police within twenty-four (24) hours of the discovery. The report shall include the name of the person implicated, a detailed account of the incident, where the incident occurred, and the name of the supervisor. Any recovered items suspected of being stolen from the State shall be submitted with the report. The working supervisor and crew staff shall actively and directly monitor and supervise the work of the janitorial staff to assure that all prescribed tasks are completed in an acceptable manner.

3.3.2.3 The contractor shall be responsible for any thefts, damage or telephone calls that are proven to be attributed to the contractor's personnel.

3.3.2.4 The contractor's personnel shall take their breaks in the cafeteria or assigned break area only. No food or drink shall be consumed in any work area by cleaning personnel.

3.3.2.5 All contractor's personnel assigned to this contract shall wear a uniform supplied by the contractor bearing the contractor's logo or other company identification. The uniform shall consist of a shirt and trousers or smocks or overalls and must be worn on the job at all times. All contractor's personnel assigned to a facility shall wear uniforms of the same color and design. The company's name must be visible at all times.

3.3.2.6 All contractor's personnel shall wear a laminated picture identification on their left breast area on their uniform issued by the contractor. The identification shall clearly display the individual's first and last names, printed in block letters underneath the picture. The contractor's logo shall also appear on the picture side of the card. The individual's date of birth, identification number, and signature shall be included on the back of the identification card.

3.3.2.7 The contractor's personnel arriving for work shall not carry purses, packages, or any containers that could be used to conceal any State property beyond the confines of the break area and rest rooms. A working supervisor shall, in the presence of the State security guard, examine all items removed from the facility by the contractor's personnel upon request.

3.3.2.8 Access to floors in State facilities shall be controlled by the State security guard assigned to the facility. The contractor's personnel shall not prop open any doors, or otherwise compromise fire safety or security, to facilitate entry and egress for trash removal or any other purposes.

3.3.2.9 Applications for employment for cleaning positions shall not be accepted, and prospective employee interviews shall not be conducted in State facilities.

3.3.2.10 The State reserves the right to terminate the contract with the contractor at any time due to breaches in security caused by the contractor's personnel.

3.3.2.11 The contractor's personnel must observe all regulations in effect at the Hamilton Complex, including security sign-in/sign-out procedures. While on State property, employees are subject to the control of the State. Under no circumstances will the contractor or his personnel represent themselves as employees of the State.

3.3.2.12 The contractor must supply and maintain a current list of all employees used on the contract. It must include the employee's full name, date of birth and social security number. When new personnel are assigned, this information must be given to the State Contract Manager immediately and clearly identified as an update to the initial list. All employees are subject to security clearances as may be required by the State.

3.3.2.13 The contractor shall provide sign-in time sheets for each site at the area designated by the State. The designated area may be a security guard station, building management or tenant agency office. Employees shall sign-in every time they enter the building and sign out each time they leave, including all porters. These sign-in/sign-out sheet will be compared against the monthly invoice to verify payment. The contractor will be provided with copies of the sign-in sheets at the end of each shift. Failure to adhere to this requirement could result in forfeiture of payment of services rendered. The State may require the contractor to install mechanical time clocks at any/all locations and shall be responsible for maintenance, operation and installation of equipment and cards.

3.3.3 SECURITY CLEARANCES

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

3.3.3.2 The contractor shall submit to the New Jersey State Police Bureau of Identification (SBI) an "application" fingerprint card, a request for criminal history record information form (SBI-212B), and the appropriate fee for all cleaning personnel it may assign to work at this Hamilton Complexes. The contractor shall not permit any newly hired, re-hired or transferred cleaning personnel to work in a facility until the SIB has furnished the results of the criminal history record background check to the vendor.

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

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

3.3.3.4 The contractor must ensure that all of his personnel and the personnel of any subcontractor observe all regulations in effect at the Hamilton Complex, including security sign-in/sign-out procedures. Under no circumstances will the contractor or its personnel represent themselves as employees of the State. The above mentioned sign-in procedure and sign-in sheet will be the official record of employees for all purposes of this contract. This shall be used by the State Contract Manager for contractor employee and work verification purposes.

3.3.3.5 The contractor must develop and maintain an ongoing and current written list of all contractors' personnel used on the contract. This list must be updated and supplied in writing to the State's Contract Manager at least twenty-four (24) hours before a new employee reports for work. This list must include a current active list of the "pool" of back-up employees required under the various staffing requirements of this RFP. It must include the employee's full name, date of birth and social security number. When new personnel are assigned, this information must be given to the State Contract Manager immediately and clearly identified as an update to the initial list. The contractor shall undertake and receive the results of the criminal history record background check for all cleaning personnel prior to submitting the updated list to the State Contract Manager for approval and therefore, before assigning the employee to work.

3.3.3.6 Any contractor's employee reporting to work without a uniform and company identification badge will not be permitted to remain in the building. Any such employee will not be considered to be in attendance for purposes of meeting the mandatory minimum total cleaning hours. The contractor is responsible for replacement of the employee as soon as possible or within one (1) hour from the required "pool" of employees with pre-approved security clearances.

3.3.3.7 The contractor is fully responsible for the conduct of their employees on State premises. If there is any need for intervention by the State security force or other State supervisory personnel because of behavior, security breaches or general misconduct, the contractor shall immediately remove the employee from the premises and replace this employee on a permanent basis. Further occurrences will result in termination of the contract. All security procedures established by the State must be observed by the contractor and contractor's personnel.

3.3.4 CLEANING RELATED REQUIREMENTS

3.3.4.1 For the purpose of this contract, all areas are to be considered equally as office type space. The only exceptions are Unfinished Garage space and the Exterior space.

3.3.4.2 The contractor must furnish all of the necessary supervisory, labor and criminal history background checks for all cleaning personnel (see Section Security 3.3.3). In addition the contractor must furnish the necessary equipment, materials and supplies required to provide janitorial services as described in the RFP.

3.3.4.3 The contractor's personnel must be physically able to do their assigned work. The State shall require the contractor to remove employees who are found to be incompetent, excessively tardy/absent or who abuse the State's property in any way. All personnel must be capable employees who are thoroughly trained and qualified to do the work assigned to them.

3.3.4.4 The contractor shall only assign one (1) employee and one (1) alternate for cleaning purposes in the area occupied by the NJRCFL. The primary and alternate personnel shall fill out a standard form 86 questionnaire for national security positions. This consists of an eleven (11) page form.

3.3.4.5 The following shall apply to the Outer Counter Terrorism (OCT) area to be cleaned

- All contractors' personnel shall be escorted at all time while in this area
- No keys shall be distributed to any janitorial personnel
- All janitorial services shall be performed between 3 PM and 5 PM for this area

3.3.5 JANITORIAL SUPPLIES

The contractor must supply all janitorial supplies, including all paper products, toilet tissue, hand towels, sanitary napkins, tampons, hand soap, plastic wastebasket and trash can liners, toilet seat covers, sanitary napkin liners, sanitary napkin/tampon dispensers, and toilet seat cover dispensers. Contractor must supply and maintain all dispensers in good working order. When dispensers become damaged or missing, the contractor shall supply a new dispenser if approved by the State Contract Manager. The contractor will be reimbursed for these replacements in accordance with Supplemental Services/Supplies/Tasks. The contractor will insert unit prices by year on Attachment 1, Supplemental Services/Supplies/Tasks).

The contractor shall supply and install new jumbo toilet paper dispensers, at the contractor's expense with the State's approval.

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

- Jumbo Jr. Toilet Paper Rolls
- Nibroc C-Fold Towels (white)
- Purelin Georgia - Pacific C-Fold Towels
- Scott 2-Ply Tissues
- SSS 2-Ply Tissues
- Butcher Hand Lotion Soap
- Custodial Products Creamy Hand Soap
- Wastebasket Liners - Various sizes

3.3.6 RECYCLED PAPER PRODUCT

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

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

3.3.6.1 RECYCLED PAPER DEFINITIONS

3.3.6.2 "Recycled Paper" means any paper having total weight consisting of not less than 50% secondary waste material.

3.3.6.3 "Secondary Waste Paper Material" means paper waste generated after the completion of a paper making process, such as post consumer waste material, envelope cuttings, bindery trimmings, printing waste, cutting and other covering waste, butt rolls, and mill wrappers; except that secondary waste paper material shall not include fibrous recovered from waste water or trimmings of paper machine rolls, fibrous by products of harvesting, extractive or woodcutting processes or forest residue such as bark, or mill broke.

3.3.6.4 "Post Consumer Waste Paper" means any paper product generated by a business or consumer which has served it's intended end use and which has been separated from solid waste for the purpose of collection, recycling and disposition of which does not include secondary waste material.

3.3.6.5 In the event contractor desires to use a different brand, it must be equal or better than products listed and must be specifically approved by the State Contract Manager.

3.3.7 OTHER SERVICES AND PRODUCTS

3.3.7.1 The contractor must provide plastic trash can liners of various sizes. Examples are:

- Office size wastebaskets .1 mil or greater thickness.
- Large containers .6 mil or greater thickness.

NOTE: ALL RECYCLED MATERIAL MUST BE DISPOSED OF IN CLEAR PLASTIC TRASH BAGS.

3.3.7.2 The contractor must supply all required sanitary napkins, and tampons and maintain dispenser in good working order. The contractor will be entitled to any revenues generated from the dispensing of sanitary napkins and/or tampons. Prices charged for dispensing will be consistent with prevailing market rates. Costs to modify equipment due to price changes will be at the contractor's expense.

3.3.7.3 Floor mats will be furnished by the State on an as needed basis. Bidders should furnish a price for replacement mats. The facility has floor mats to be used for inclement weather. The contractor will be responsible for installing these mats and removing them as the situation dictates. These items will be billed per section 3.3.5 of this RFP (Attachment 1, Item No. 1).

3.3.7.4 Recycling: Contractor must empty recycling container(s) in the proper recycling hamper(s) or storage bin(s). Newspapers must be separated and placed in designated containers and cardboard boxes are to be flattened and placed in designated containers. Contractor must empty commingled (cans & bottles) recyclables in designated containers. Containers may be located inside or outside of the building.

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

3.3.7.6 Special events and on occasion, minor special events will occur in the buildings. These events includes but are not limited to conferences, seminars, award ceremonies and presentations. These events are to be considered when pricing daily services for supplies since they are included in this contract.

3.3.8 LEVEL OF CLEANLINESS FOR ALL TASKS

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

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

- 1) Clean, Dust or Damp Wipe: Free of dust, dirt, wax build up, smudges, marks, spots, stains, or film. Thoroughly cleaned and dusted from the complete surface from corner to corner and including corners, edges, sides, top, bottom of the surfaces, molding, crevices, ledges and any hardware attached. Free from spots, smudges, stains, watermarks and rings. No dust streaks. Damp wiping must be dried to provide a uniform appearance.
- 2) Wipe Dry: Drying with a suitable cloth, free of smudges, scuffs, marks, streaks and film, buffed for a uniform polished appearance.
- 3) Sweeping and Damp Mopping: All floors shall be cleaned and free of dirt from corner to corner, edges and ledges, under the desks, chairs, trash bins, mats, signs, tables and behind doors. No dirt shall be left behind or next to radiators, on landings, on stair treads or on carpet and flooring adjacent to the area being swept and/or mopped.
- 4) There shall be no trash or foreign matter under floor mats, desks, tables, chairs or receptacles. Gum, scuffs and other matter is to be removed by spot cleaning.
- 5) Sweeping and Scrubbing: The floors, stairs and landing shall be properly prepared, thoroughly swept, from corner to corner, edges and ledges, under the desks, chairs, trash bins, mats, signs, tables and behind doors. Clean and free of dirt and debris, no water streaks, no mop marks, no gum, tar or other substances on the floor surface. Scrubbing shall be performed by machine. Edges, corners, and stair treads must be clean and free of dirt, debris and build up, hand scrubbing may be required. Stair treads must be free of any wax, treads cannot be slippery. Properly rinsed and dry mopped to present an overall appearance of cleanliness. Special attention shall be given to floors in restrooms near urinals and commodes for elimination of odors and stains. Appearance shall be uniformly clean.
- 6) Vacuum: Thoroughly clean dust and dirt from complete carpet or fabric partitions, from corner to corner, edges and ledges, under the desks, chairs, trash bins, mats, signs, tables and behind doors.
- 7) Metal Polishing: Metal polishing may be performed by damp-wiping and drying with a suitable cloth, free of smudges, scuffs, marks, streaks and film, buffed for a uniform polished appearance. However, if a uniform polished appearance is not produced, the appropriate metal polish must be used for the type of metal surface based on the manufacturer's recommendations and industry standards.
- 8) Shower Stalls, Sinks, Urinals and Toilets: Inside of stalls, bowls and urinals, outside, top, bottom (underside) and sides of fixtures including all hardware shall be clean and free of dirt, mold, mildew, streaks, stains or any build up of matter. Free of odor.
- 9) Window Washing and Glass Cleaning: All glass shall be clean and free of dirt, grime, streaks, tape, sticky substance, cobwebs, excessive moisture, smudges and prints. Glass shall not be cloudy. Surrounding walls, woodwork and trim shall be thoroughly wiped free of drippings and other watermarks.
- 10) Spot Cleaning: All walls, floors, carpet, furniture, fabric and metal partitions are to be free of marks, stains, spots, spills, smudges, gum, tar and other foreign matter. Cleaned area must blend into surrounding area.
- 11) Floor Buffing: Floor shall be thoroughly clean and free of all dirt, debris, spills, spots, stains, scuff marks, gum, tar, and other foreign matter. Floor should be buffed to a uniform shine.
- 12) Floor Finish: Floor shall be thoroughly clean and free of all dirt, debris, spills, spots, stains, old finish and old finish build up, gum tar and other foreign matter. No build up in corners or along edges and baseboards. All edges and baseboards must be clean of any dirt or finish residue. No streaks, no film or powder residue on floor surface. Floor should have a uniform shine.

- 13) Cleaning Blinds: All blinds are to be free of all dirt, debris, smudges, stains and streaks. Cords and ropes are to be clean and free of all dirt, debris, smudges and stains.
- 14) Carpet Shampooing: Carpet must be thoroughly clean of dust and dirt from corner to corner, edges and ledges, under desks, chairs, trash bins, mats, signs, tables and behind doors. Free from dirt and stains. No evidence of shampoo residue by touching the carpet.
- 15) Computer and other electronic/electric office equipment: Must be dusted with a feather duster only. The contractor must NOT clean PC's, computer equipment with cloth, paper towels or liquid sprays, oils, water etc. of any kind.
- 16) Ceiling Diffusers: Thoroughly vacuum with HEPA vacuum and wet wipe to remove all debris.

3.3.9 TASKS NOT INCLUDED

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

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

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

3.3.10 THE CONTRACTOR'S PERSONNEL AND RESPONSIBILITIES

During the course of the contract, the State reserves the right to add Janitorial Services similar in scope to this RFP. Any such additions will be in accordance with all terms, condition, specifications, unit cost per square foot and loaded hourly rates per year contained in the contractor's bid proposal. The contractor must accept any and all additional individual locations up to 100,000 square feet.

3.3.11 LEAD TIME

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

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

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

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

3.3.10.4 Square footage of all sites will be based on square footage of record at the Hamilton Complex. The State reserves the right to delete any space within a location from this contract on a temporary or permanent basis due to unusable space or unforeseen events due to renovation, construction, vacancy, etc. Such deletions will be subtracted from the total square footage of record.

3.4 REGULARLY SCHEDULED

3.4.1 DAILY TASKS

3.4.1.1 DAILY TASKS DEFINED

Exterior

Frequency - Daily (every day)

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

Unfinished Garage Space

Frequency - Daily

- 1) Empty and damp wipe the exterior of trash receptacle. Wash as needed to ensure no odor and clean appearance.
- 2) Spot clean all glass, windows and doors.
- 3) Sweep from entrance to curb of all exterior doors and ramps.
- 4) Spread compound (supplied by the using agency) on all grease stains, following manufacturer's directions. Sweep or vacuum as directed by product instructions.
- 5) Recycle room to loading dock area must be dry vacuumed due to smoke detector activation from high dust when sweeping.
- 6) Clean area around compactor after Complex trash removal is completed. Wash down and clean dock immediately if spills occur during the dumping of trash. Wash area around dumpster regularly during warm weather.

Rest Rooms, Showers and Locker Rooms

Frequency - Daily

- 1) Scour and scrub the entire seat, toilet and urinal with fresh solution of germicidal cleaner. Wash all metal surfaces including handles with fresh solution of germicidal cleaner and wipe dry.
- 2) Scour and scrub the entire sink and shower with fresh solution of germicidal cleaner. Wash all sink fixtures with fresh solution of germicidal cleaner and wipe dry.
- 3) Wash the disposal receptacles within the toilet stalls with a fresh solution of germicidal cleaner and wipe dry. Replace used liners.
- 4) Sweep and wash all floors with fresh solution of germicidal cleaner. Remove all marks by spot scrubbing.
- 5) Wash and polish mirrors. Dust all mirrors ledges.
- 6) Fill, damp wipe with a fresh solution of germicidal cleaner and wipe dry all dispensers for paper, soap and personal products. Unclog all soap dispensers of interior soap build up.

- 7) Damp-wipe all toilet partitions with a fresh solution of germicidal cleaner and wipe dry. Remove all marks by spot scrubbing.
- 8) Spot clean all walls. Clean all spots and marks.
- 9) Remove all trash. Damp-wipe or, if needed wash receptacles with a fresh solution of germicidal cleaner and wipe dry. Replace all used liners with .60 mil. thickness trash liners. Ensure no odor and clean appearance.
- 10) Dust any furniture and damp wipe all windowsills, horizontal surfaces and ledges.
- 11) Pour a small bucket of clean water down the floor drain.

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

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

Office - General, Laboratory, and Finished Garage
Frequency - Daily

- 1) Dust all wood, vinyl and plastic furniture, lamps and accessories. All open spaces on desks and conference tables are to be thoroughly cleaned using a cloth to wipe clean all dust. Marks and rings shall be cleaned with a water dampened cloth. (no chemically treated cloths allowed).
- 2) Damp wipe all horizontal surfaces, ledges and windowsills. Clean and disinfect all telephones and doorknobs.
- 3) Dust all wall surfaces, diffusers and blinds as needed. Spot clean all smudges, spots and marks using manufacturers recommendations.
- 4) Dust with feather duster all office equipment. No cloth dusting allowed on equipment.
- 5) Thoroughly vacuum all carpets with good commercial upright vacuums with beater bars and brushes using high efficiency filter bags. Backpack vacuums may be used for floor mats, baseboards, edges, chairs, fabric furniture and under desks. Return all chairs, wastebaskets, etc. to the original location. Spot clean any stains on all of the above which may require some shampooing for carpet.
- 6) Dust and damp mop all non-carpeted floors. Spot scrub marks and stains (no chemically treated mops allowed). Spray and buff floors using Daily Buffing Schedule.
- 7) Sweep and damp-mop non-carpeted stairways and landings and vacuum carpeted stairways and landings. Dust all railings, ledges and doors.
- 8) Dust and clean all glass, mirror, metal surfaces and railings.
- 9) Remove all trash from trash receptacles. Damp wipe all wastebaskets and receptacles and then replace liners with .10 mil. thickness for office size wastebaskets and .60 mil. thickness in large waste containers. Wash trash receptacles as needed to ensure no odor and a clean appearance. Trash is to be moved to the Loading Dock and compacted at the end of each cleaning shift.
- 10) Recycle materials (bottles, cans, cardboard, plastics and mixed paper) are to be placed in separate hampers. Recycling receptacles are to be washed as needed to ensure no odor and a

clean appearance. Hampers must be placed in the designated area at the end of each cleaning shift.

- 11) Damp wipe elevator door, walls and ceilings. Spot clean all marks. Vacuum and clean out the floor tracks.
- 12) Dust, damp-wipe and spot-clean all interior and exterior surfaces of public telephone booths. Damp-mop floors. Sanitize all telephones. Clean all glass of all film and streaks.
- 13) Wipe and sanitize all surfaces of drinking fountains. Clean/clear nozzle. Wipe dry and shine.
- 14) Damp-wipe, spot-clean and sanitize all dining tables and chairs.
- 15) Clean and remove all dirt and streaks by spray wiping interior glass surfaces including doors, windows and mirrors.
- 16) Disinfect all countertops in the central lab bays (Do not touch any instruments).

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

17) Main lobbies and hallways shall be spray buffed for all non-carpeted areas.

18) Auditorium shall be cleaned daily unless the State Contract Manager gives different instructions.

3.4.1.2 DAILY TASKS - WORK SCHEDULE

See Section 3.2 General Site Information for time of cleaning at each building.

Holidays

The following holidays will be observed for the contract:

- 1) New Year's Day
- 2) Memorial Day
- 3) Independence Day
- 4) Labor Day
- 5) Thanksgiving Day
- 6) Christmas Day

State Holidays

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

- 7) Martin Luther King, Jr. Birthday
- 8) Lincoln's Birthday
- 9) Washington's Birthday
- 10) Good Friday
- 11) Columbus Day
- 12) General Election Day
- 13) Veterans Day

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

3.4.1.3 DAILY TASKS - STAFFING AND SUPERVISION

Listed below are the mandatory hours of daily cleaning by cleaners and working supervisors per day for regular scheduled daily maintenance cleaning for the Hamilton Complex.

Labs	168,000 square feet (occupied) *40,000 square feet (unoccupied)	104 hours
Troop "C" Headquarters & Troop "C" Substation	79,000 square feet	34 hours
Firing Range	21,400 square feet	10 hours

***The 40,000 square feet of unfinished unoccupied lab space will not receive janitorial services until this space is occupied, on or about August 1, 2005. The reference lab space is in the Technology Complex.**

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

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

3.4.1.3.1 CONTRACTOR'S PERSONNEL

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

The contractor shall designate one employee as the principal crew chief with full responsibility for directing the entire custodial crew working at the building. Each principal crew chief shall be authorized to act for the contractor in every detail.

Qualifications of Working Supervisor, Principal Crew Chief and Contractor's Term Contract Manager.

3.4.1.3.2 QUALIFICATION OF SUPERVISORY EMPLOYEES

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

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

3.4.1.3.3 QUALIFICATION OF PRINCIPLE CREW CHIEF

All supervisory personnel engaged in directing the work to be accomplished under this contract should possess, prior to their employment in a supervisory capacity of this contract, the following minimum work related experience in custodial type work: At least two years of recent (within the past 5 years) experience in directing cleaning type organizations in a supervisory capacity for the buildings of the approximate size and similar characteristics of the building to be under this contract.

For purposes of this section approximate size shall be defined as buildings of at least 300,000 square feet. Buildings of similar characteristics shall be defined as office buildings of more than four stories. In addition to the above, a resume containing the information required by this RFP must be submitted to the State Contract Manager for approval prior to the assignment of any new or replacement Supervisors to the contract work. Both new and replacement Supervisors must meet the qualification standards specified above.

3.4.1.3.4 CONTRACTOR'S TERM CONTRACT MANAGER

The contractor must designate one (1) employee as the Contractor's Term Contract Manager. The Contractor's Term Contract Manager has overall responsibility for all aspects of the entire contractor operation and performance. The Contractor's Term Contract Manager must be available to meet with the State's Contract Manager as needed during the hours of 9:00 A.M. to 5:00 P.M.

3.4.1.3.5 EMPLOYEE AVAILABILITY

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

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

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

The contractor must supply work uniforms that contain his company's logo (or other company identification) to all employees who are to work on State property. Any employee who reports to work without this uniform will not be permitted to remain in the building.

3.4.1.3.6 UNAUTHORIZED PERSONNEL

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

3.4.1.4 DAILY TASKS - INSPECTIONS

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

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

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

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

3.4.1.5 DAILY TASKS - BILLING AND PAYMENT

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

Invoicing

3.4.1.6 Invoices will be submitted to the business office designated by the State Contract Manager.

3.4.1.7 The contractor must submit invoices for daily cleaning tasks on a calendar month basis. On the first working day of the month, the contractor is authorized to submit an invoice for staff hours provided to complete satisfactorily all daily tasks and services during the prior calendar month. For example, May invoices for daily tasks and services satisfactorily completed during the calendar month ending May 31, 2003 may be submitted on or after June 1, 2003.

3.4.1.8 MANDATORY HOURS

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

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

- First failure: Written warning to contractor with a copy in the contractor's permanent record.
- Second failure: Written warning to contractor with a copy in the contractor's permanent record.
- Third failure: A formal complaint, as explained below.
- Fourth failure: A formal complaint.
- Fifth failure: A formal complaint.

3.4.1.9 REPORTING FORMAL COMPLAINTS:

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

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

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

3.4.1.10 PAYMENT

For payment purposes the contractor's invoices will be allowed to be submitted the first working day after the last day of the month of service.

3.4.2 SEMIANNUAL TASKS

3.4.2.1 SEMIANNUAL TASKS - DEFINED

3.4.2.1.1 Rest Rooms, Showers and Locker Rooms Frequency - Semiannual

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

3.4.2.1.2 Kitchen and Counter Areas and Meeting Rooms Serving Food Frequency - Semiannual

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

3.4.2.1.3 Office - General and Finished Garage Frequency - Semiannual

- 1) Dry extract carpets in high traffic, track off and funnel areas (see Dry Extraction Schedule which will be provided at the Mandatory Bidder's Conference). Treat with stain repellent.
- 2) Clean all vinyl and rubber backed floor mats using detergent and a hot water extraction device.
- 3) Clean, polish and shine all metal and wood surfaces.

- 4) Vacuum and damp wipe all light shields in the main hallways and meeting rooms.
- 5) Vacuum and damp mop all storage/mechanical/electrical/pump rooms (under supervision of a State Contract Manager's designee) to ensure precautions are taken not to activate smoke detectors due to dust while cleaning.
- 6) Scrub stairways, risers and landings. Remove dirt and wax build up along edges.
- 7) Clean all ceiling and wall diffusers with a HEPA vacuum.
- 8) Strip non-carpeted floors and floor finish using the methods and materials as specified in the manufacturer's recommended maintenance instructions. Clean residue from walls, kick plates, edges and baseboards. Contractor is to supply materials. The State Contract Manager will supply the manufacturer's directions if available. Manufacturer's directions must be followed exactly if supplied.

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

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

3.4.2.2 SEMIANNUAL TASKS - SCHEDULE

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

3.4.2.3 SEMIANNUAL TASKS - STAFFING AND SUPERVISION

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

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

Employee Availability

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

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

3.4.2.4 SEMIANNUAL TASKS - INSPECTION

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

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

3.4.2.5 SEMIANNUAL TASKS - BILLING AND PAYMENT

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

Invoicing

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

Payment

For payment purposes, the contractor's invoice will be allowed to be submitted the first working day after all semiannual work has been satisfactorily completed in all buildings per the State inspection. The contractor must not submit invoices for partial completion of Semiannual tasks.

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

3.4.3 ANNUAL TASKS

3.4.3.1 ANNUAL TASKS - DEFINED

Office - General and Finished Garage
Frequency - Annual

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

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

- 2) Vacuum and spot clean all fabric partitions and upholstered furniture. Use appropriate cleaning solution based on manufacturers instructions. Spot clean area large enough to blend in with surrounding area.

3) Wash exterior windows and interior windows. Clean interior blinds, cords and ropes.

3.4.3.2 ANNUAL TASKS - SCHEDULE

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

See Attachment 3 - Semiannual and Annual Janitorial Task Access Schedule for listing of available times for each building.

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

3.4.3.3 ANNUAL TASKS - STAFFING AND SUPERVISION

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

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

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

3.4.3.4 EMPLOYEE AVAILABILITY

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

3.4.3.5 ANNUAL TASK INSPECTION

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

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

3.4.3.6 ANNUAL TASK BILLING AND PAYMENT

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

3.4.3.6.1 INVOICING

The contractor may submit the Invoice for Annual cleaning tasks only after all tasks in all buildings are satisfactorily completed and inspected by the State Contract Manager or State Building Manager. The contractor is authorized to submit an invoice only after all annual services in all buildings have been satisfactorily performed during the time period specified in the schedule provided within the RFP. For example, a July through August scheduled annual tasks may be invoiced after all tasks have been satisfactorily completed in all buildings and inspected by the State Contract Manager or State Building Manager. The invoice would be submitted the first week of September.

If all work in all buildings was satisfactorily completed per the State's inspections earlier within the given time frame the invoice may be submitted at that time. Invoices must include detail of date that each Annual task was satisfactorily completed and cross referenced with RFP section.

3.4.3.6.2 Payment

For payment purposes the Contractor's invoice will be allowed to be submitted the first working day after the work has been satisfactorily completed per the State inspection. The Contractor must not submit invoices for partial completion of Annual tasks.

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

3.4.4 PORTER SERVICES

3.4.4.1 PORTER SERVICES - DEFINED

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

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

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

3.4.4.2 REGULARLY SCHEDULED PORTER SERVICES

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

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

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

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

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

3.4.4.3 PORTER SERVICES - EMERGENCY SERVICES

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

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

3.4.4.4 EMPLOYEE AVAILABILITY

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

3.4.4.5 PORTER SERVICES - BILLING AND PAYMENT

3.4.4.5.1 BILLING

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

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

3.4.4.5.2 PAYMENT

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

3.4.5 ADDING OR DELETING SQUARE FOOTAGE

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

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

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

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

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

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

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

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

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

The bidder is instructed to clearly identify any requirement of this RFP that the bidder cannot satisfy.

4.2 PROPOSAL DELIVERY AND IDENTIFICATION

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

4.3 NUMBER OF BID PROPOSAL COPIES

Each bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. Each bidder should submit **four (4) full, complete and exact copies** of the original. The copies requested are necessary in the evaluation of the bid proposal. Bidders 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 PROPOSAL CONTENT

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

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

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

TAB	CONTENTS	RFP SECTION REFERENCE	COMMENTS
1	Forms	Cover sheet	Completed and signed cover sheet (Page 3 of this RFP)
		4.4.1.1	Ownership Disclosure Form (Attachment 1)
		4.4.3.9	Disclosure of Investigations and Actions Involving Bidder (Attachment 1A)
		4.4.1.2	MacBride Principles Certification (Attachment 2)
		4.4.1.3	Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate (Attachment 3)
		4.4.1.6	Notice of Intent to Subcontract Form and Subcontractor Utilization Plan (Attachment 4)
		1.1 of the Standard Terms & Conditions	Business Registration from Division of Revenue
		4.4.1.8	Bid Bond
2	Technical Proposal	4.4.2.1	Management Overview
		4.4.2.2	Contract Management
		4.4.2.3	Contract Schedule
		4.4.2.4	Mobilization and Implementation Plan
		4.4.2.5	Potential Problems
3	Organizational Support and Experience Proposal	4.4.3.1	Location
		4.4.3.2	Organization Chart (Contract Specific)
		4.4.3.3	Resumes
		4.4.3.4	Backup Staff
		4.4.3.5	Organization Chart (Entire Firm)
		4.4.3.6	Experience of Bidder on Contracts of Similar Size and Scope
		4.4.3.7	Financial Capability of the Bidder
4.4.3.8	Subcontractor(s)		
4	Cost Proposal	4.4.4	Price Schedules (Attachment 5)

4.4.1 SECTION 1 – FORMS

4.4.1.1 OWNERSHIP DISCLOSURE FORM

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

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

4.4.1.2 MACBRIDE PRINCIPLES CERTIFICATION

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

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

4.4.1.3 AFFIRMATIVE ACTION

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

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

4.4.1.4 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 WILL BE CAUSE FOR AUTOMATIC REJECTION OF THE BID PROPOSAL.

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

Refer to Appendix 1, Section 1.1. of the Standard Terms and Conditions and Section 5.3 of this RFP for additional information concerning this requirement.

4.4.1.5 EXECUTIVE ORDER 134

Refer to Section 5.27 of this RFP for more details concerning this requirement.

4.4.1.6 SET ASIDE CONTRACTS

Not applicable to this procurement.

4.4.1.7 EXECUTIVE ORDER 129

THE BIDDER SHOULD SUBMIT WITH ITS BID PROPOSAL A COMPLETED SOURCE DISCLOSURE FORM.

Refer to Section 5.28 and Attachment 6 for more information concerning this new requirement.

4.4.1.8 BID BOND

Not applicable to this procurement.

4.4.2 SECTION 2 - TECHNICAL PROPOSAL

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

4.4.2.1 MANAGEMENT OVERVIEW

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

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

are realistic, attainable and appropriate and that the bidder's bid proposal will lead to successful contract completion.

4.4.2.2 CONTRACT MANAGEMENT

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

4.4.2.3 CONTRACT SCHEDULE

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

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

4.4.2.4 MOBILIZATION AND IMPLEMENTATION PLAN

Not applicable to this procurement.

4.4.2.5 POTENTIAL PROBLEMS

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

4.4.3 SECTION 3 - ORGANIZATIONAL SUPPORT AND EXPERIENCE

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

4.4.3.1 LOCATION

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

4.4.3.2 ORGANIZATION CHART (CONTRACT SPECIFIC)

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

4.4.3.3 RESUMES

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

- Clearly identify the individual's previous experience in completing similar contracts.
- Beginning and ending dates should be given for each similar contract.
- A description of the contract should be given and should demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFP.

- With respect to each similar contract, the bidder should include the name and address of each reference together with a person to contact for a reference check and a telephone number.

4.4.3.4 BACKUP STAFF

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

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

4.4.3.5 ORGANIZATION CHART (ENTIRE FORM)

Not applicable to this procurement.

4.4.3.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE

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

4.4.3.7 FINANCIAL CAPABILITY OF THE BIDDER

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

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.

4.4.3.8 SUBCONTRACTOR(S)

Not applicable to this procurement.

4.4.3.9 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 chart in [Attachment 1A](#), Disclosure of Investigations and Actions Involving Bidder, located after the [Attachment 1](#), Ownership Disclosure Form.

4.4.4 SECTION 4 - COST PROPOSAL

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

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

4.4.5 BIDDER DATA SHEET

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly note here that it is doing so:

- 1. Name of individual that may be contacted at all times if information, service, or problem solving is required by the Using Agency. This service shall be available at no additional charge.

(PLEASE PRINT OR TYPE)

Name: _____

Address: _____

City, State: _____

Telephone Number : _____ Fax Number: _____

- 2. Years of this individual's experience in servicing similar accounts: _____

- 3. Identify the similar accounts this individual has serviced:

4.4.6 REFERENCE DATA SHEETS - SATISFACTORY CUSTOMER SERVICE

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly state here that it is doing so:

Supply the name(s) of present customers you are servicing for contracts of a similar size and scope to those required by this RFP. The State reserves the right to visit these locations and verify production.

- 1. Name of customer provided as reference: _____

Name of individual State may contact to verify reference:

1st individual: _____ Phone # of contact person: _____

2nd individual: _____ Phone # of contact person: _____

Length of time services provided by the bidder to this customer: _____

- 2. Name of customer provided as reference:

1st individual: _____ Phone # of contact person: _____

2nd individual: _____ Phone # of contact person: _____

Length of time services provided by the bidder to this customer: _____

3. Name of customer provided as reference

1st individual: _____ Phone # of contact person: _____

2nd individual: _____ Phone # of contact person: _____

Length of time services provided by the bidder to this customer: _____

4.4.7 MANDATORY CONTRACTOR DATA SHEET - TERMINATED CONTRACTS

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly state here that it is doing so:

Provide a list of contracts, if any, your firm has been terminated from during the last three years along with the reason that your contract was terminated. List name of contact person and phone number of the firm which terminated your firm's contract.

1. Name of Firm: _____

Contact Person: _____

Phone Number: _____

Reason for Termination: _____

2. Name of Firm: _____

Contact Person: _____

Phone Number: _____

Reason for Termination: _____

3. Name of Firm: _____

Contact Person: _____

Phone Number: _____

Reason for Termination: _____

5.0 SPECIAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF CONTRACTUAL TERMS AND CONDITIONS

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

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

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

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

5.2 STATE 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 Manger name, department, division, agency, address, telephone number, fax phone number, and email address.

5.2.1 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.

5.2.2 OTHER DUTIES OF THE STATE CONTRACT MANAGER

The State Contract Manager shall have the following additional duties:

- a) If the State Contract Manager determines that the Contractor has failed to perform the work of the contract and is unable to resolve that failure to perform directly with the contractor, the State Contract Manager shall file a formal complaint with the Contract Compliance Unit in the Division of Purchase and Property and request that office to assist in the resolution the contract performance problem with the contractor.
- b) The State Contract Manager is responsible for arranging for contract extensions and preparing any re-procurement of the contract with the Purchase Bureau.
- c) The State Contract Manager is responsible for obtaining permission from the Director to reduce the scope of work, amend the contract or add work or special projects to the contract after contract award.
- d) The State Contract Manager is responsible for completion of the Project Performance Assessment Form for submission to the CCAU Unit of the Division, with a copy to the Associate Director of OMB; the Project

Performance Assessment Form shall be submitted annually for multi-year contracts and at their completion. For contracts of one (1) year or less, the Project Performance Assessment Form shall be submitted within six (6) months of signing and at project completion.

- e) The State Contract Manager is responsible for submitting the Contractor final deliverables to the Associate Director of OMB.
- f) The State Contract Manager is also responsible to formally report, to the Division of Purchase and Property's Assistant Director, CCAU, using the PB-36 Formal Complaint form, all instances when deliverables, i.e. commodities and/or services, are not in accordance with the contract specifications or scope of work. Variances from contract pricing shall be reported in this same manner to ensure that State and other using agencies receive the goods and/or services at the pricing established at the time of contract award or amendment(s) to the contract.

5.2.3 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.

5.3 PERFORMANCE BOND

This section supplements [Section 3.3b of the Standard Terms and Conditions](#). A performance bond is required. The amount of the performance bond is noted on the RFP cover sheet. The contractor must provide the performance bond within thirty (30) days of the effective date of the contract award. The performance bond must remain in full force and effect for the term of the contract and any extension thereof. Within thirty (30) days of the anniversary of the contract effective date, the contractor shall provide proof to the Director that the performance bond in the required amount is in effect. Failure to provide such proof may result in the suspension of payment to the contractor until such time the contractor complies with this requirement.

For performance bonds based on a percentage of the total estimated contract price, the performance bond requirement is calculated as follows. For the first year of the contract, the performance bond percentage on the RFP cover sheet is applied to the estimated total contract amount for the full term of the contract. On each anniversary of the effective date of the contract, the amount of the required performance bond, unless otherwise noted, is calculated by applying the established RFP performance bond percentage to the outstanding balance of the estimated amount of the contract price to be paid to the contractor.

In the event that the contract price is increased by amendment to the contract, the contractor may be required to provide, within thirty (30) days of the effective date of the amendment, performance bond coverage for the increase in contract price. The required increase in the performance bond amount is calculated by applying the established bond percentage set forth on RFP cover sheet to the increase in contract price. Failure to provide such proof to the Director of this required coverage may result in the suspension of payment to the contractor until such time the contractor complies with this requirement.

5.4 Business Registration

The following shall supplement the Standard Terms and Conditions pertaining to Business Registration set forth in, [Appendix 1, Section 1.1](#).

"Affiliate" means any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. An entity controls another entity if it owns, directly or individually, more than 50% of the ownership in that entity.

"Business organization" means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof;

“Business registration” means a business registration certificate issued by the Department of the Treasury or such other form or verification that a contractor or subcontractor is registered with the Department of Treasury;

“Contractor” means a business organization that seeks to enter, or has entered into, a contract to provide goods or services with a contracting agency;

“Contracting agency” means the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, or any independent State authority, commission, instrumentality or agency, or any State college or university, any county college, or any local unit; with respect to this Contract, the contracting agency shall mean the Division;

“Subcontractor” means any business organization that is not a contractor that knowingly provides goods or performs services for a contractor or another subcontractor in the fulfillment of a contract.

A bidder shall submit a copy of its business registration at the time of submission of its bid proposal in response to this RFP.

A subcontractor shall provide a copy of its business registration to any contractor who shall forward it to the contracting agency. No contract with a subcontractor shall be entered into by any contractor unless the subcontractor first provides proof of valid business registrations.

The contractor shall provide written notice to all subcontractors that they are required to submit a copy of their business registration to the contractor. The contractor shall maintain a list of the names of any subcontractors and their current addresses, updated as necessary during the course of the contract performance. The contractor shall submit to the contracting agency a copy of the list of subcontractors, updated as necessary during the course of performance of the contract. The contractor shall submit a complete and accurate list of the subcontractors to the contracting agency before a request for final payment is made to the using agency.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the “Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State.

This paragraph shall apply to all contracts awarded on and after September 1, 2004

5.5 CONTRACT TERM AND EXTENSION OPTION

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

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

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

5.6 CONTRACT TRANSITION

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

5.7 AVAILABILITY OF FUNDS

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless funds are made available each fiscal year to the Using Agency by the Legislature.

5.8 CONTRACT AMENDMENT

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

5.9 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.

5.10 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.

5.11 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

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

If it becomes necessary for the contractor to substitute 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.

5.12 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.

5.13 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.

5.14 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.

5.15 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.

5.16 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.

5.17 CLAIMS AND REMEDIES

5.17.1 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.

5.17.2 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.

5.17.3 REMEDIES FOR NON-PERFORMANCE

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

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

5.18 LATE DELIVERY

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

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

5.19 RETAINAGE

Not applicable to this procurement.

5.20 STATE'S OPTION TO REDUCE SCOPE OF WORK

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

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

5.21 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.

5.22 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.

5.23 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.

5.24 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

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

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

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

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

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

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

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

5.25 FORM OF COMPENSATION AND PAYMENT

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

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.

5.25.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD

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

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

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

5.26 CONTRACT ACTIVITY REPORT

Not applicable to this procurement.

5.27 REQUIREMENTS OF EXECUTIVE ORDER 134

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Executive Order 134 was signed on September 22, 2004 ("EO 134"). Pursuant to the requirements of EO 134, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

5.27.1 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. It also 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 26 U.S.C.A. 527 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.

5.27.2 BREACH OF TERMS OF EXECUTIVE ORDER 134 DEEMED BREACH OF CONTRACT

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 this Order, (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 EO 134; (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 EO 134; 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 EO 134.

5.27.3 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. Accordingly, the Business Entity shall submit with its bid proposal Executive Order 134 Certification(s) in the form set forth in [Appendix 3](#) attached hereto, certifying that no contributions prohibited by Executive Order 134 have been made by the Business Entity. A separate Certification is required for each person or organization defined above as a Business Entity. Failure to submit the Certification(s) with the Bid Proposal shall be cause for automatic rejection of the bid proposal.

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall report 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, in the form of the Disclosure attached hereto as [Appendix 4](#). A separate Disclosure is required for each person or organization defined above as a Business Entity. 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 Disclosure(s) within five (5) business days of the State’s request.

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. A copy of the Continuing Disclosure of Political Contributions is attached hereto as [Appendix 5](#). A separate disclosure is required for each person or organization defined above as a business entity.

5.27.4 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.

5.28 REQUIREMENTS OF EXECUTIVE ORDER 129

Under the Executive Order 129 issued on September 9, 2004 (“E.O. 129”), the State shall not award a contract to a bidder that submits a bid proposal to perform services, or have its subcontractor[s] perform services, outside the United States, unless one of the following conditions is met:

- a) The bidder or its subcontractor provide a unique service, and no comparable, domestically-provided service can adequately duplicate the unique features of the service provided by the bidder or and/or its subcontractor; or
- b) A significant and substantial economic cost factor exists such that a failure to use the bidder’s and/or the subcontractor’[s] services would result in economic hardship to the State; or
- c) The Treasurer determines that a failure to use the bidder’s and/or its subcontractor’s services would be inconsistent with the public interest.

5.28.1 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to E.O. 129, all bidders seeking a contract with the State of New Jersey must disclose:

- a) The location by country where services under the contract will be performed; and
- b) The location by country where any subcontracted services will be performed.

Accordingly, the bidder should submit with its bid proposal the Source Disclosure Certification form (Attachment 6), filled out with the sourcing information required for itself and any proposed subcontractor, identified in the Intent to Subcontract Form. If the information is not submitted with the bid proposal, it shall be submitted within five (5) business days of the State’s request for the information.

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

5.28.2 BREACH OF CONTRACT OF EXECUTIVE ORDER 129

A SHIFT TO OUTSOURCED SERVICES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF THE 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 the services outside of the United States, the contractor shall be deemed in breach of the contract, which contract shall be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and conditions, unless the Director shall have first determined in writing that extraordinary circumstances require a shift of services or that a failure to shift the services would result in economic hardship to the State.

6.0 PROPOSAL EVALUATION/CONTRACT AWARD

6.1 PROPOSAL EVALUATION COMMITTEE

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

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

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

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

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

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

6.3 EVALUATION CRITERIA

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

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

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

6.3.2 THE BIDDER'S COST PROPOSAL

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

6.3.3 BID DISCREPANCIES

In evaluating bids, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum of the column of figures.

6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

Following the opening of bid proposals, the State reserves the right, pursuant to N.J.S.A. 52:34-12(f), to negotiate: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder. In addition, the State reserves the right to seek a Best and Final Offer (BAFO) from one or more bidders. In response to the State's request to negotiate, 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.

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

In response to the State's request for a BAFO, 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, confirming 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.

6.5 CONTRACT AWARD

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

7.0 ATTACHMENTS, SUPPLEMENTS AND APPENDICES

ATTACHMENTS - To be submitted with bid proposal.

1. [Ownership Disclosure Form](#)
- 1A. [Disclosure of Investigations and Actions Involving Bidder](#)
2. [MacBride Principles Form](#)
3. [Affirmative Action Supplement Forms](#)
4. [Subcontractor Set Aside Forms](#)
5. [Price Schedules](#)
- 5A. [Supplemental Services/Supplies](#)
- 5B. [Quality Assurance Janitorial Inspection Report](#)
- 5c. [Semiannual and Annual Task Schedule](#)
6. [Executive Order 129 Certification](#) - Source Disclosure Certification Form
7. [Reciprocity Form](#) (*Optional Submittal*)

APPENDICES

1. [New Jersey Standard Terms and Conditions](#)
2. [Directions to the Hamilton Technology Complex](#)

ATTACHMENT 1 - OWNERSHIP DISCLOSURE FORM

OWNERSHIP DISCLOSURE FORM

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

BID NUMBER: 04-X-00000

BIDDER: _____

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

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

INSTRUCTIONS: Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.

If there are no owners with 10% or more interest in your firm, enter "None" below.

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

COMPLETE ALL QUESTIONS BELOW

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

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

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

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

ATTACHMENT 1A - 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 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.

Investigation

Indicate "NONE" if no investigations were undertaken. Attach additional pages if necessary.

Person or Entity	Date of Inception	Brief Description	Disposition/Status (if applicable)	Bidder Contact Name and Telephone Number for additional information

Litigation/Administrative Complaints

Indicate "NONE" if no Litigation/Administrative Complaints. Attach additional pages if necessary.

Person or Entity	Date of Inception	Caption of the Action	Brief Description of the Action	Current Status/Disposition, (if applicable)	Bidder Contact Name and Telephone Number for additional information

ATTACHMENT 2 - MACBRIDE PRINCIPLES FORM

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

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

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

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

_____ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

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

Signature of Bidder

Name (Type or Print)

Title Name (Type or Print)

Name of Company Name (Type or Print)

Date

ATTACHMENT 3 – AFFIRMATIVE ACTION SUPPLEMENT

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

SUPPLEMENT TO BID SPECIFICATIONS

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

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

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

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

PLEASE CHECK APPROPRIATE BOX (ONE ONLY)

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

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

IMPORTANT:

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

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

or

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

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

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

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

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

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

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

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

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

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

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

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

Racial/Ethnic Groups will be so defined:

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

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

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

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

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

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

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

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

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

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

State of New Jersey
AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT

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

SECTION A - COMPANY IDENTIFICATION

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

OFFICIAL USE ONLY

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

SECTION B - EMPLOYMENT DATA

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

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

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

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

SECTION C - SIGNATURE AND IDENTIFICATION

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

ATTACHMENT 4 - REQUIRED SUBMISSION

STATE OF NEW JERSEY DIVISION OF PURCHASE AND PROPERTY (DPP)

NOTICE OF INTENT TO SUBCONTRACT FORM

THIS **NOTICE OF INTENT TO SUBCONTRACT** FORM MUST BE COMPLETED AND INCLUDED AS PART OF EACH BIDDER'S PROPOSAL. FAILURE TO SUBMIT THIS FORM WILL BE CAUSE FOR REJECTION OF THE BID AS NON-RESPONSIVE.

DPP Solicitation Number:	DPP Solicitation Title:
Bidder's Name and Address:	

INSTRUCTIONS: PLEASE CHECK ONE OF THE BELOW LISTED BOXES:

If awarded this contract, I will engage subcontractors to provide certain goods and/or services.

ALL BIDDERS THAT INTEND TO ENGAGE SUBCONTRACTORS MUST ALSO SUBMIT A COMPLETED AND CERTIFIED **SUBCONTRACTOR UTILIZATION PLAN** WITH THEIR BID PROPOSALS.

If awarded this contract, I do not intend to engage subcontractors to provide any goods and/or services.

ALL BIDDERS THAT DO NOT INTEND TO ENGAGE SUBCONTRACTORS MUST ATTEST TO THE FOLLOWING CERTIFICATION:

I hereby certify that if the award is granted to my firm and if I determine at any time during the course of the contract to engage subcontractors to provide certain goods and/or services, pursuant to Section 3.11 of the Standard Terms and Conditions, I will submit the **Subcontractor Utilization Plan (Plan)** for approval to the Division of Purchase and Property in advance of any such engagement of subcontractors. Additionally, I certify that in engaging subcontractors, I will make a good faith effort to achieve the subcontracting set-aside goals established for this contract, and I will attach to the **Plan** documentation of such efforts in accordance with NJAC 17:13-4 and the **Notice to All Bidders**.

PRINCIPAL OF FIRM:

(Signature)

(Title)

(Date)

REQUIRED SUBMISSION IF BIDDER INTENDS TO SUBCONTRACT

STATE OF NEW JERSEY, DIVISION OF PURCHASE AND PROPERTY (DPP) SUBCONTRACTOR UTILIZATION PLAN (REFERENCED IN RFP STANDARD TERMS AND CONDITIONS)	DPP Solicitation No.: _____
NOTE: If utilizing subcontractors, failure to submit this properly completed form will be sufficient cause for rejection of the bid as non-responsive.	DPP Solicitation Title: _____
Bidder's Name and Address: _____ _____ _____	Bidder's Telephone No.: _____ Bidder's Contact Person: _____

INSTRUCTIONS: List all businesses to be used as subcontractors. This form may be duplicated for extended lists.

SUBCONTRACTOR'S NAME ADDRESS, ZIP CODE TELEPHONE NUMBER AND VENDOR ID NUMBER	CHECK HERE IF CONTRACT IS NOT SMALL BUSINESS <input type="checkbox"/>			TYPE(S) OF GOODS OR SERVICES TO BE PROVIDED	ESTIMATED VALUE OF SUBCONTRACTS
	SMALL BUSINESS CATEGORY *				
	I	II	III		

* For those Bidders listing Small Business Subcontractors: Attach copies of NJ Commerce & Economic Growth Commission registration for each subcontractor listed. If bidder has not achieved established subcontracting set-aside goals, also attach documentation of good faith effort to do so in the relevant category in accordance with NJAC17:13-4 and the Notice to All Bidders.

I hereby certify that this Subcontractor Utilization Plan (Plan) is being submitted in good faith. I certify that each subcontractor has been notified that it has been listed on this Plan and that each subcontractor has consented, in writing, to its name being submitted for this contract. Additionally, I certify that I shall notify each subcontractor listed on the Plan, in writing, if the award is granted to my firm, and I shall make all documentation available to the Division of Purchase and Property upon request.

I further certify that all information contained in this Plan is true and correct and I acknowledge that the State will rely on the truth of the information in awarding the contract.

PRINCIPAL OF FIRM:

(Signature)
(Title)
(Date)

ATTACHMENT 5 - PRICE SHEET

LINE NO.	COMMODITY-SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
00001	COMMODITY CODE: 910-39-055118 REGULARY SCHEDULED DAILY TASKS PRICE PER MANDATORY DAILY HOUR AS PER SPECIFICATIONS. YEAR ONE (1) TECHNOLOGY COMPLEX	1	HOUR	_____	_____
00002	COMMODITY CODE: 910-39-055119 REGULARY SCHEDULED DAILY TASKS PRICE PER MANDATORY DAILY HOUR AS PER SPECIFICATIONS. YEAR TWO (2) TECHNOLOGY COMPLEX	1	HOUR	_____	_____
00003	COMMODITY CODE: 910-39-055120 REGULARY SCHEDULED DAILY TASKS PRICE PER MANDATORY DAILY HOUR AS PER SPECIFICATIONS. YEAR THREE (3) TECHNOLOGY COMPLEX	1	HOUR	_____	_____
00004	COMMODITY CODE: 910-39-055121 REGULARY SCHEDULED DAILY TASKS PRICE PER MANDATORY DAILY HOUR AS PER SPECIFICATIONS. YEAR ONE (1) TROOP "C" HEADQUARTERS, SUBSTATION AND 911 COMMUNICATION CENTER	1	HOUR	_____	_____
00005	COMMODITY CODE: 910-39-055122 REGULARY SCHEDULED DAILY TASKS PRICE PER MANDATORY DAILY HOUR AS PER SPECIFICATIONS. YEAR TWO (2) TROOP "C" HEADQUARTERS, SUBSTATION AND 911 COMMUNICATION CENTER	1	HOUR	_____	_____
00006	COMMODITY CODE: 910-39-055123 REGULARY SCHEDULED DAILY TASKS PRICE PER MANDATORY DAILY HOUR AS PER SPECIFICATIONS. YEAR THREE (3) TROOP "C" HEADQUARTERS, SUBSTATION AND 911 COMMUNICATION CENTER	1	HOUR	_____	_____
00007	COMMODITY CODE: 910-39-055124 REGULARY SCHEDULED DAILY TASKS PRICE PER MANDATORY DAILY HOUR AS PER SPECIFICATIONS. YEAR ONE (1) FIRING RANGE	1	HOUR	_____	_____
00008	COMMODITY CODE: 910-39-055125 REGULARY SCHEDULED DAILY TASKS PRICE PER MANDATORY DAILY HOUR AS PER SPECIFICATIONS. YEAR TWO (2) FIRING RANGE	1	HOUR	_____	_____
00009	COMMODITY CODE: 910-39-055126 REGULARY SCHEDULED DAILY TASKS PRICE PER MANDATORY DAILY HOUR AS PER SPECIFICATIONS. YEAR THREE (3) FIRING RANGE	1	HOUR	_____	_____
00010	COMMODITY CODE: 910-39-055127 SEMI-ANNUAL CLEANING CYCLE FOR ONE SEMI-ANNUAL CLEANING AS PER SPECIFICATIONS. YEAR ONE (1) TECHNOLOGY COMPLEX	1	TASK	_____	_____

ATTACHMENT 5 - PRICE SHEET

continued

LINE NO.	COMMODITY-SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
00011	COMMODITY CODE: 910-39-055128 SEMI-ANNUAL CLEANING CYCLE FOR ONE SEMI-ANNUAL CLEANING AS PER SPECIFICATIONS. TECHNOLOGY COMPLEX YEAR TWO (2)	1	TASK	_____	_____
00012	COMMODITY CODE: 910-39-057259 SEMI-ANNUAL CLEANING CYCLE FOR ONE SEMI-ANNUAL CLEANING AS PER SPECIFICATIONS. TECHNOLOGY COMPLEX YEAR THREE (3)	1	TASK	_____	_____
00013	COMMODITY CODE: 910-39-057260 SEMI-ANNUAL CLEANING CYCLE FOR ONE SEMI-ANNUAL CLEANING AS PER SPECIFICATIONS. TROOP "C" HEADQUARTERS, SUBSTATION AND 911 COMMUNICATION CENTER YEAR ONE (1)	1	TASK	_____	_____
00014	COMMODITY CODE: 910-39-057261 SEMI-ANNUAL CLEANING CYCLE FOR ONE SEMI-ANNUAL CLEANING AS PER SPECIFICATIONS. TROOP "C" HEADQUARTERS, SUBSTATION AND 911 COMMUNICATION CENTER YEAR TWO (2)	1	TASK	_____	_____
00015	COMMODITY CODE: 910-39-057262 SEMI-ANNUAL CLEANING CYCLE FOR ONE SEMI-ANNUAL CLEANING AS PER SPECIFICATIONS. TROOP "C" HEADQUARTERS, SUBSTATION AND 911 COMMUNICATION CENTER YEAR THREE (3)	1	TASK	_____	_____
00016	COMMODITY CODE: 910-39-057263 SEMI-ANNUAL CLEANING CYCLE FOR ONE SEMI-ANNUAL CLEANING AS PER SPECIFICATIONS. FIRING RANGE YEAR ONE (1)	1	TASK	_____	_____
00017	COMMODITY CODE: 910-39-057264 SEMI-ANNUAL CLEANING CYCLE FOR ONE SEMI-ANNUAL CLEANING AS PER SPECIFICATIONS. FIRING RANGE YEAR TWO (2)	1	TASK	_____	_____
00018	COMMODITY CODE: 910-39-057265 SEMI-ANNUAL CLEANING CYCLE FOR ONE SEMI-ANNUAL CLEANING AS PER SPECIFICATIONS. FIRING RANGE YEAR THREE (3)	1	TASK	_____	_____
00019	COMMODITY CODE: 910-39-057266 ANNUAL CLEANING CYCLE FOR ONE SEMI-ANNUAL CLEANING AS PER SPECIFICATIONS. TECHNOLOGY COMPLEX YEAR ONE (1)	1	TASK	_____	_____
00020	COMMODITY CODE: 910-39-057267 ANNUAL CLEANING CYCLE FOR ONE SEMI-ANNUAL CLEANING AS PER SPECIFICATIONS. TECHNOLOGY COMPLEX YEAR TWO (2)	1	TASK	_____	_____

ATTACHMENT 5 - PRICE SHEET

continues

LINE NO.	COMMODITY-SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
00021	COMMODITY CODE: 910-39-057268 ANNUAL CLEANING CYCLE FOR ONE SEMI-ANNUAL CLEANING AS PER SPECIFICATIONS. YEAR THREE (3) TECHNOLOGY COMPLEX	1	TASK	_____	_____
00022	COMMODITY CODE: 910-39-057269 ANNUAL CLEANING CYCLE FOR ONE SEMI-ANNUAL CLEANING AS PER SPECIFICATIONS. YEAR ONE (1) TROOP "C" HEADQUARTERS, SUBSTATION AND 911 COMMUNICATION CENTER	1	TASK	_____	_____
00023	COMMODITY CODE: 910-39-057270 ANNUAL CLEANING CYCLE FOR ONE SEMI-ANNUAL CLEANING AS PER SPECIFICATIONS. YEAR TWO (2) TROOP "C" HEADQUARTERS, SUBSTATION 911 COMMUNICATION CENTER	1	TASK	_____	_____
00024	COMMODITY CODE: 910-39-057271 ANNUAL CLEANING CYCLE FOR ONE SEMI-ANNUAL CLEANING AS PER SPECIFICATIONS. YEAR THREE (3) TROOP "C" HEADQUARTERS, SUBSTATION AND 911 COMMUNICATION CENTER	1	TASK	_____	_____
00025	COMMODITY CODE: 910-39-057272 ANNUAL CLEANING CYCLE FOR ONE SEMI-ANNUAL CLEANING AS PER SPECIFICATIONS. YEAR ONE (1) FIRING RANGE	1	TASK	_____	_____
00026	COMMODITY CODE: 910-39-057273 ANNUAL CLEANING CYCLE FOR ONE SEMI-ANNUAL CLEANING AS PER SPECIFICATIONS. YEAR TWO (2) FIRING RANGE	1	TASK	_____	_____
00027	COMMODITY CODE: 910-39-057274 ANNUAL CLEANING CYCLE FOR ONE SEMI-ANNUAL CLEANING AS PER SPECIFICATIONS. YEAR THREE (3) FIRING RANGE	1	TASK	_____	_____
00028	COMMODITY CODE: 910-39-057275 REGULARLY SCHEDULED DAILY TASKS TO ADD OR DELETE ONE SQUARE FOOT OF SPACE PER MONTH AS PER SPECIFICATIONS. YEAR ONE (1)	1	SQ FT	_____	_____
00029	COMMODITY CODE: 910-39-057276 REGULARLY SCHEDULED DAILY TASKS TO ADD OR DELETE ONE SQUARE FOOT OF SPACE PER MONTH AS PER SPECIFICATIONS. YEAR TWO (2)	1	SQ FT	_____	_____
00030	COMMODITY CODE: 910-39-057277 REGULARLY SCHEDULED DAILY TASKS TO ADD OR DELETE ONE SQUARE FOOT OF SPACE PER MONTH AS PER SPECIFICATIONS. YEAR THREE (3)	1	SQ FT	_____	_____
00031	COMMODITY CODE: 910-39-057278 SEMI-ANNUAL CLEANING CYCLE TO ADD OR DELETE ONE SQUARE FOOT OF SPACE PER MONTH AS PER SPECIFICATIONS.	1	SQ FT	_____	_____

ATTACHMENT 5 - PRICE SHEET

continued

LINE NO.	COMMODITY-SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	YEAR ONE (1)				
00032	COMMODITY CODE: 910-39-057279 SEMI-ANNUAL CLEANING CYCLE TO ADD OR DELETE ONE SQUARE FOOT OF SPACE PER MONTH AS PER SPECIFICATIONS.	1	SQ FT	_____	_____
	YEAR TWO (2)				
00033	COMMODITY CODE: 910-39-057280 SEMI-ANNUAL CLEANING CYCLE TO ADD OR DELETE ONE SQUARE FOOT OF SPACE PER MONTH AS PER SPECIFICATIONS.	1	SQ FT	_____	_____
	YEAR THREE (3)				
00034	COMMODITY CODE: 910-39-057281 ANNUAL CLEANING CYCLE TO ADD OR DELETE ONE SQUARE FOOT OF SPACE PER MONTH AS PER SPECIFICATIONS.	1	SQ FT	_____	_____
	YEAR ONE (1)				
00035	COMMODITY CODE: 910-39-057282 ANNUAL CLEANING CYCLE TO ADD OR DELETE ONE SQUARE FOOT OF SPACE PER MONTH AS PER SPECIFICATIONS.	1	SQ FT	_____	_____
	YEAR TWO (2)				
00036	COMMODITY CODE: 910-39-057283 ANNUAL CLEANING CYCLE TO ADD OR DELETE ONE SQUARE FOOT OF SPACE PER MONTH AS PER SPECIFICATIONS.	1	SQ FT	_____	_____
	YEAR THREE (3)				
00037	COMMODITY CODE: 910-39-057284 LOADED HOURLY RATE FOR PERFORMAING SEMI-ANNUAL CLEANING INCLUDING EQUIPMENT AND MATERIALS.	1	HOUR	_____	_____
	YEAR ONE (1)				
00038	COMMODITY CODE: 910-39-057285 LOADED HOURLY RATE FOR PERFORMAING SEMI-ANNUAL CLEANING INCLUDING EQUIPMENT AND MATERIALS.	1	HOUR	_____	_____
	YEAR TWO (2)				
00039	COMMODITY CODE: 910-39-057286 LOADED HOURLY RATE FOR PERFORMAING SEMI-ANNUAL CLEANING INCLUDING EQUIPMENT AND MATERIALS.	1	HOUR	_____	_____
	YEAR THREE (3)				
00040	COMMODITY CODE: 910-39-057287 LOADED HOURLY RATE FOR PERFORMAING ANNUAL CLEANING INCLUDING EQUIPMENT AND MATERIALS.	1	HOUR	_____	_____
	YEAR ONE (1)				
00041	COMMODITY CODE: 910-39-057288 LOADED HOURLY RATE FOR PERFORMAING ANNUAL CLEANING INCLUDING EQUIPMENT AND MATERIALS.	1	HOUR	_____	_____
	YEAR TWO (2)				
00042	COMMODITY CODE: 910-39-057289 LOADED HOURLY RATE FOR PERFORMAING ANNUAL CLEANING INCLUDING EQUIPMENT AND MATERIALS.	1	HOUR	_____	_____
	YEAR THREE (3)				
00043	COMMODITY CODE: 910-39-057290 LOADED HOURLY RATE FOR PERFORMING BUFFING, INCLUDES EQUIPMENT AND MATERIAL AS PER SPECIFICATIONS.	1	HOUR	_____	_____
	YEAR ONE (1)				

ATTACHMENT 5 - PRICE SHEET

continued

LINE NO.	COMMODITY-SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
00044	COMMODITY CODE: 910-39-057291 LOADED HOURLY RATE FOR PERFORMING BUFFING, INCLUDES EQUIPMENT AND MATERIAL AS PER SPECIFICATIONS. YEAR TWO (2)	1	HOUR	_____	_____
00045	COMMODITY CODE: 910-39-057292 LOADED HOURLY RATE FOR PERFORMING BUFFING, INCLUDES EQUIPMENT AND MATERIAL AS PER SPECIFICATIONS. YEAR THREE (3)	1	HOUR	_____	_____
00046	COMMODITY CODE: 910-39-057293 ALL INCLUSIVE HOURLY RATE FOR NON SUPERVISING PROTER SERVICES AS PER SPECIFICATIONS. YEAR ONE (1)	1	HOUR	_____	_____
00047	COMMODITY CODE: 910-39-057294 ALL INCLUSIVE HOURLY RATE FOR NON SUPERVISING PROTER SERVICES AS PER SPECIFICATIONS. YEAR TWO (2)	1	HOUR	_____	_____
00048	COMMODITY CODE: 910-39-057295 ALL INCLUSIVE HOURLY RATE FOR NON SUPERVISING PROTER SERVICES AS PER SPECIFICATIONS. YEAR THREE (3)	1	HOUR	_____	_____
00049	COMMODITY CODE: 910-39-057296 ALL INCLUSIVE HOURLY RATE FOR SUPERVISING PROTER SERVICES AS PER SPECIFICATIONS. YEAR ONE (1)	1	HOUR	_____	_____
00050	COMMODITY CODE: 910-39-057297 ALL INCLUSIVE HOURLY RATE FOR SUPERVISING PROTER SERVICES AS PER SPECIFICATIONS. YEAR TWO (2)	1	HOUR	_____	_____
00051	COMMODITY CODE: 910-39-057298 ALL INCLUSIVE HOURLY RATE FOR SUPERVISING PROTER SERVICES AS PER SPECIFICATIONS. YEAR THREE (3)	1	HOUR	_____	_____
00052	COMMODITY CODE: 910-39-057299 ALL INCLUSIVE HOURLY RATE, SUPERVISOR FOR EMERGENCY SERVICES. YEAR ONE (1)	1	HOUR	_____	_____
00053	COMMODITY CODE: 910-39-057300 ALL INCLUSIVE HOURLY RATE, SUPERVISOR FOR EMERGENCY SERVICES. YEAR TWO (2)	1	HOUR	_____	_____
00054	COMMODITY CODE: 910-39-057301 ALL INCLUSIVE HOURLY RATE, SUPERVISOR FOR EMERGENCY SERVICES. YEAR THREE (3)	1	HOUR	_____	_____
00055	COMMODITY CODE: 910-39-057302 ALL INCLUSIVE HOURLY RATE, LABORER FOR EMERGENCY SERVICES. YEAR ONE (1)	1	HOUR	_____	_____
00056	COMMODITY CODE: 910-39-057341 ALL INCLUSIVE HOURLY RATE, LABORER FOR EMERGENCY SERVICES. YEAR TWO (2)	1	HOUR	_____	_____

ATTACHMENT 5 - PRICE SHEET

continued

LINE NO.	COMMODITY-SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
00057	COMMODITY CODE: 910-39-057342 ALL INCLUSIVE HOURLY RATE, LABORER FOR EMERGENCY SERVICES. YEAR THREE (3)	1	HOUR	_____	_____
00058	COMMODITY CODE: 910-39-057343 SUPPLEMENTAL SERVICES/SUPPLIES AS PER ATTACHMENT 5A.	1	HOUR	_____	_____

ATTACHMENT 5A SUPPLEMENTAL SERVICES/SUPPLIES

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

ATTACHMENT 5B
QUALITY ASSURANCE JANITORIAL INSPECTION REPORT
DAILY [] SEMI-ANNUAL [] ANNUAL TASKS []
(CHECK ONE)

SITE LOCATION/LEASE # _____

AREA _____ DATE _____

VENDOR _____

INSPECTOR _____

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

AREA	SATISFACTORY	UNSATISFACTORY	INSPECTOR COMMENTS:
KITCHENS, DINING AREAS & ROOMS THAT SERVE FOOD			
Counters & Sinks			
Trash Receptacles			
Furniture & Appliances			
Floors, Walls & Cabinets			
<u>UNFINISHED GARAGE SPACE</u>			
Stairwells, Floors & Ramps			
Windows & Doors			
Metal Surfaces & Railings (Pushbars, Kickplates)			Vendor's Representative _____ DATE _____
Trash Receptacles			Copy to Vendor
Light Bulbs, Tubes & Fixtures			MISCELLANEOUS INFORMATION:
Ceilings			
Compactor/Dumpster Area			
Recycle Area			
Loading Dock Area			

ATTACHEMENT 5C

SEMIANNUAL AND ANNUAL TASK SCHEDULE

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

ATTACHMENT 6 – EXECUTIVE ORDER 129 CERTIFICATION

SOURCE DISCLOSURE CERTIFICATION FORM

Bidder: _____ Solicitation
Number: _____

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Bidder.

The Bidder submits this Certification as part of a bid proposal in response to the referenced solicitation issued by the Division of Purchase and Property, Department of the Treasury, State of New Jersey (the "Division"), in accordance with the requirements of Executive Order 129, issued by Governor James E. McGreevey on September 9, 2004 (hereinafter "E.O. No. 129").

The following is a list of every location where services will be performed by the bidder and all subcontractors.

Bidder or Subcontractor	Description of Services	Performance Location[s] by Country
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Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Vendor to the Director, Division of Purchase and Property (the "Director").

I understand that, after award of a contract to the Bidder, it is determined that the Bidder has shifted services declared above to be provided within the United States to sources outside the United States, prior to a written determination by the Director that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the State of New Jersey, the Bidder shall be deemed in breach of contract, which contract will be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions.

I further understand that this Certification is submitted on behalf of the Bidder in order to induce the Division to accept a bid proposal, with knowledge that the Division is relying upon the truth of the statements contained herein.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Bidder: _____
[Name of Organization or Entity]

By: _____ Title:

Print Name: _____
Date: _____

ATTACHMENT 7 - RECIPROCITY FORM

RECIPROCITY FORM
(Optional Submission)

IMPORTANT NOTICE TO ALL BIDDERS

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

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

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

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

Name of Locality having preference practices:

City /Town/Authority	
County	
State	

Documentation Attached

- Resolution Regulations/Laws
 Notice to Bidder Other _____

Name of Firm Submitting this information _____
Please Print

APPENDIX 1- NJ STATE STANDARD TERMS AND CONDITIONS

STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS

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

1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

- 1.1 **BUSINESS REGISTRATION** – Effective September 1, 2004, pursuant to an amendment to N.J.S.A. 52:32-44, State and local entities (including the Division of Purchase and Property) are prohibited from entering into a contract with an entity unless the contractor has provided a copy of its business registration certificate (or interim registration) as part of its bid submission. Failure to submit a copy of the Business Registration Certificate within the bid proposal may be cause for rejection of the bid proposal.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State. This requirement shall apply to all contracts awarded on and after September 1, 2004. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.htm>

- 1.2 **ANTI-DISCRIMINATION** - All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.
- 1.3 **PREVAILING WAGE ACT** - The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act.
- 1.4 **AMERICANS WITH DISABILITIES ACT** - The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101 et seq.
- 1.5 **THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-I et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.
- 1.6 **OWNERSHIP DISCLOSURE** - Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.

- 1.7 **COMPLIANCE - LAWS** - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.
- 1.8 **COMPLIANCE - STATE LAWS** - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.
- 1.9 **COMPLIANCE - CODES** - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.

2. **LIABILITIES**

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

STATE OF NEW JERSEY
Purchase Bureau – Bid Ref. #

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

- a. Commercial General Liability Insurance: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. In addition, the contractor shall carry excess coverage with the same terms and conditions as the primary underlying coverage in an amount such that the primary and excess coverage together equal or are greater than \$10,000,000. Said excess shall contain a clause stating that it takes effect in the event the primary coverage is impaired or exhausted. The above required Commercial General Liability Insurance policy shall name the State, its officers, and employees as Additional Insureds. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed Commercial General Liability Insurance occurrence coverage forms currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage.
- b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per occurrence as a combined single limit.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

\$1,000,000 BODILY INJURY, EACH OCCURRENCE
\$1,000,000 DISEASE EACH EMPLOYEE
\$1,000,000 DISEASE AGGREGATE LIMIT

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

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

3.3 BID AND PERFORMANCE SECURITY

- a. Bid Security - If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17: 12- 2.4. Acceptable forms of bid security are as follows:
 1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.
 2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:
 - a. Issue an award notice for those offers accepted by the State;
 - b. Return all bond securities to those who have not been issued an award notice.

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

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

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

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

3.5 TERMINATION OF CONTRACT

- a. For Convenience

Notwithstanding any provision or language in this contract to the contrary, the Director may terminate at any time, in whole or in part, any contract entered into as a result of this Request for Proposal for the convenience of the State, upon no less than 30 days written notice to the contractor.
- b. For cause:
 1. Where a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seq., the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.

2. Where a contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping etc., so that the Director is repeatedly required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
- c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.
- d. In the event of termination under this section, the contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.
- 3.6 COMPLAINTS** - Where a bidder has a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to 3.5b a bidder may be bypassed for this award. See N.J.A.C. 17:12-2.8.
- 3.7 EXTENSION OF CONTRACT QUASI-STATE AGENCIES** - It is understood and agreed that in addition to State Agencies, Quasi-State Agencies may also participate in this contract. Quasi-State Agencies are defined in N.J.S.A. 52:27B-56.1 as any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.
- 3.8 EXTENSION OF CONTRACTS TO POLITICAL SUBDIVISIONS, VOLUNTEER FIRE DEPARTMENTS AND FIRST AID SQUADS, AND INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION - N.J.S.A. 52:25-16.1** permits counties, municipalities and school districts to participate in any term contract(s), that may be established as a result of this proposal.
- N.J.S.A. 52:25-16.2 permits volunteer fire departments, volunteer first aid squads and rescue squads to participate in any term contract(s) that may be established as a result of this proposal.
- N.J.S.A. 52:25-16.5 permits independent institutions of higher education to participate in any term contract(s) that may be established as a result of this proposal, provided that each purchase by the Independent Institution of higher education shall have a minimum cost of \$500.
- In order for the State contract to be extended to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education the bidder must agree to the extension and so state in his bid. proposal. The extension to counties municipalities, school districts, volunteer fire departments, first aid squads and Independent Institutions of higher education must 'be under the same terms and conditions, including price, applicable to the State.
- 3.9 EXTENSIONS OF CONTRACTS TO COUNTY COLLEGES - N.J.S.A. 18A:64A - 25. 9** permits any college to participate in any term contract(s) that may be established as a result of this proposal.
- 3.10 EXTENSIONS OF CONTRACTS TO STATE COLLEGES - N.J.S.A. 18A:64- 60** permits any State College to participate in any term contract(s) that may be established as a result of this proposal.
- 3.11 SUBCONTRACTING OR ASSIGNMENT** - The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.
- In the event the bidder proposes to subcontract for the services to be performed under .the terms of the contract award, he shall state so in his bid and attach for approval a list of said subcontractors and an Itemization of the products and/or services to be supplied by them.
- Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the State.
- 3.12 MERGERS, ACQUISITIONS** - If, subsequent to the award of any contract resulting from this Request for Proposal, the contractor shall merge with or be acquired by another firm, the following documents must be submitted to the Director, Division of Purchase & Property.
- a. Corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.
- b. State of New Jersey Bidders Application reflecting all updated information including ownership disclosure, pursuant to provision 1.5.

- c. Vendor Federal Employer Identification Number.

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

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

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

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated in the Request For Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.
- d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
- f. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

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

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

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

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

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

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

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

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

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

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

4. TERMS RELATING TO PRICE QUOTATION

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

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

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

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

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

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

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

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

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

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

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

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

- 4.7 **RECIPROCITY** - In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17: 12- 2. 13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for their bidders.
5. **CASH DISCOUNTS** - Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest bid.
- a. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services received a properly signed and executed State Payment Voucher form and, when required, a properly executed performance security, whichever is latest.
 - b. The date on the check issued by the State in payment of that Voucher shall be deemed the date of the State's response to that Voucher.
6. **STANDARDS PROHIBITING CONFLICTS OF INTEREST** - The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).
- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.
 - b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
 - c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
 - d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
 - e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
 - f. The provisions cited above in paragraph 6a through 6e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.

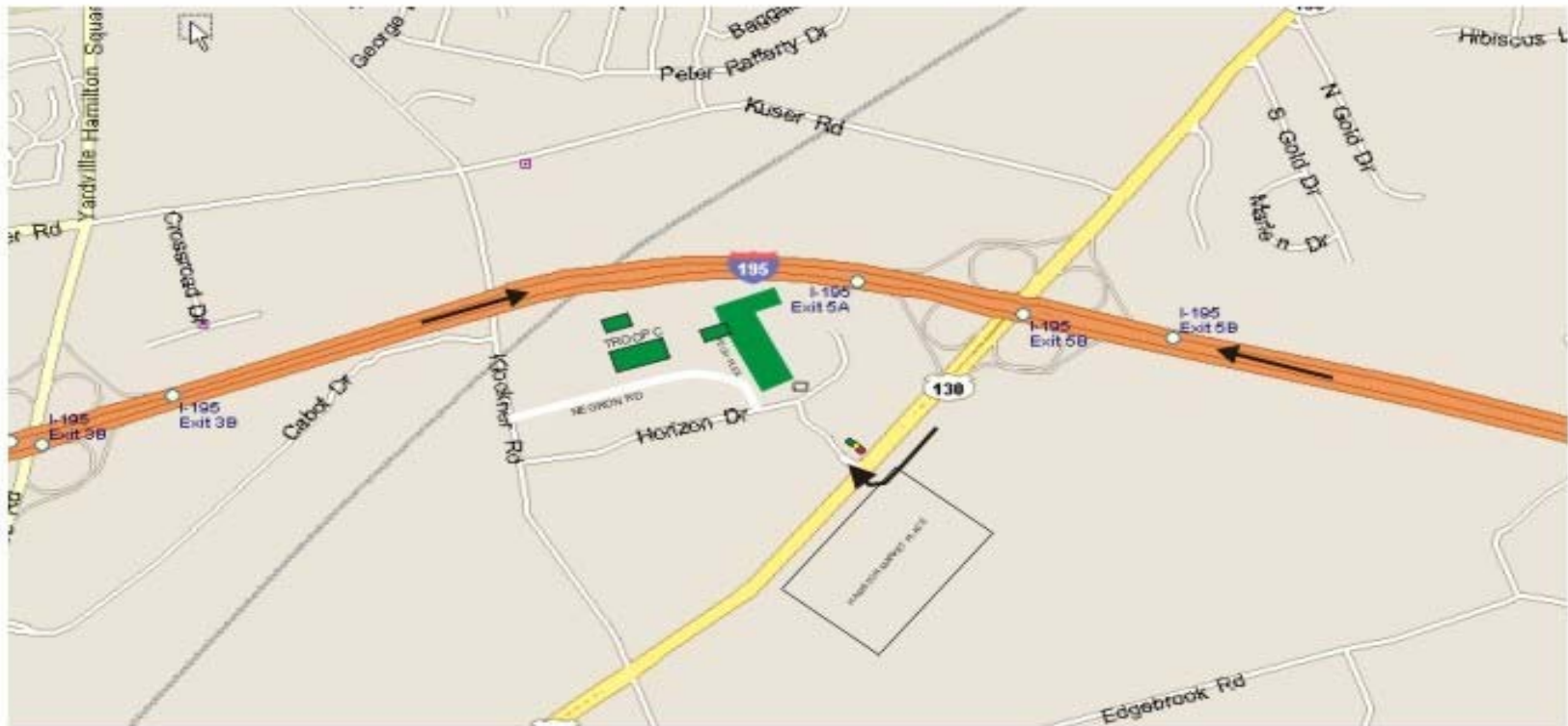
7. **NOTICE TO ALL BIDDERS SET-OFF FOR STATE TAX NOTICE**

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

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

APPENDIX 2 - DIRECTIONS TO THE HAMILTON TECHNOLOGY COMPLEX

DIRECTIONS TO NJSP TECH PLEX



FROM TURNPIKE: EXIT 7A - TRAVEL WEST ON 195
EXIT 5A- RTE 130 SOUTH
AT 1st LIGHT -TURN RIGHT INTO HORIZON CENTER
TURN LEFT AT STOP SIGN
TURN AT 1st. RIGHT ON TO NEGRON RD

FROM TRENTON TRAVELEAST 195
EXIT 5A-RTE 130 SOUTH
AT FIRST LIGHT- TURN RIGHT INTO HORIZON CENTER
TURN LEFT AT STOP SIGN
TURN AT 1st. RIGHT ON TO NEGRON RD