



# Request for Proposal 07-X-39256

## For: Janitorial Services for the Marine Sciences Labs Sandy Hook New Jersey

Event	Date	Time
<b>Bidder's Electronic Question Due Date</b> (Refer to <a href="#">RFP Section 1.3.1</a> for more information.)	March 15, 2007	5:00 PM
<b>Mandatory Pre-bid Conference</b> (Refer to <a href="#">RFP Section 1.3.4</a> for important details about the new electronic bid option.)	March 29, 2007	11:00 AM Immediately Following Site Visit
<b>Mandatory Site Visit</b> (Refer to <a href="#">RFP Section 1.3.3</a> for more information.)	March 29, 2007	10:30 AM
<b>Bid Submission Due Date</b> (Refer to <a href="#">RFP Section 1.3.2</a> for more information.)	April 12, 2007	2:00 PM

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

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

RFP Issued By

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

Using Agency

James J. Howard  
Marine Sciences Laboratory  
Sandy Hook, New Jersey

Date: February 23, 2007

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## **SPECIAL NOTICES TO ALL BIDDERS**

### **FIRST NOTICE**

This procurement is subject to a comparative examination with a previously submitted set aside request by CNA /Accses New Jersey. By law, this organization is permitted to have State work set aside for it if the prices offered are no more than 15% higher than fair market value. This RFP will establish fair market value for the particular terms and conditions of the RFP. Awards will be made to the lowest responsive bidder, price and other factors included, **as long as the submitted bid pricing is less than 85% of those prices previously submitted in the CNA/Accses set aside request.** CNA/Accses will not be permitted to revise its request after viewing the submitted pricing of the bidders.

### **SECOND NOTICE**

Prevailing wage for State building service contracts has been established under Substitute public law citation "P.L. 2005 c. 379" or statutory citation "N.J.S.A. 34-11-56.58-70" for bill number A4161 AcaAa (2R) of 2004-2005 session. The bill was signed by the Governor on January 12, 2006.

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

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

Bidder may refer to the following web-sites for additional information:

[Wage Determinations Online](#)

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

[www.wdol.gov/](http://www.wdol.gov/)

[www.bls.gov/cew/home.htm#data](http://www.bls.gov/cew/home.htm#data) & web-site [www.wdol.gov/sca.aspx#0](http://www.wdol.gov/sca.aspx#0)

## **1.0 INFORMATION FOR BIDDERS**

### **1.1 PURPOSE AND INTENT**

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the James J. Howard, Marine Science Lab, Sandy Hook NJ. The purpose of this RFP is to solicit bid proposals for janitorial services.

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

The NJ Standard Terms & Conditions version 05 09 06 will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

No negotiation or Best And Final Offer (BAFO) will be utilized for this RFP.

### **1.2 BACKGROUND**

This is a reprourement of the **Janitorial Services Marine Science Labs Sandy Hook, New Jersey DPMC** term contract, presently due to expire on **February 28, 2007**. Bidders who are interested in the current contract specifications and pricing information may review the current contract T1480 at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

### **1.3 KEY EVENTS**

#### **1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD**

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

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

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

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

#### **1.3.2 SUBMISSION OF BID PROPOSAL**

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time.

**ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED. THE DATE AND TIME IS INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:**

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

**Directions to the Purchase Bureau can be found at the following web address:**  
<http://www.state.nj.us/treasury/purchase/directions.htm>.

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

Procedural inquiries on this RFP may be directed to (609) 292-4751. The Purchase Bureau will not respond to substantive questions related to the RFP or any contract.

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

**1.3.3 Mandatory Site Visit**

A Mandatory Site Visit has been scheduled for this procurement on the date and time indicated on the cover sheet. The location of the Mandatory Site Visit will be as follows:

**James J. Howard Marine Science Laboratory  
Magruder Road  
Sandy Hook, NJ 07733**

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

**NO QUESTIONS OR INQUIRIES WILL BE ACCEPTED OR ANSWERED DURING THE MANDATORY SITE VISIT. ALL QUESTIONS ARE TO BE HELD AND SUBMITTED IN ACCORDANCE WITH RFP SECTION 1.3.1.**

**1.3.4 Mandatory Pre-Bid Conference**

The date and time of the Mandatory Pre-Bid Conference is indicated on the cover sheet. The location of the Mandatory Pre-Bid Conference will be as follows:

**James J. Howard Marine Science Laboratory  
Magruder Road  
Sandy Hook, NJ 07733**

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 vendors regarding this RFP.



## 1.4 ADDITIONAL INFORMATION

### 1.4.1 ADDENDA: REVISIONS TO THIS RFP

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

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

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

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

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

### 1.4.2 BIDDER RESPONSIBILITY

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

### 1.4.3 COST LIABILITY

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

### 1.4.4 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. Because the State proposes to negotiate and/or pursue a Best and Final Offer, bid proposals will not be made public until the Letter of Intent to Award is issued.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.**

By signing the cover sheet of this RFP, the bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to State using agencies and cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

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

#### 1.4.5 BID OPENING

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

#### 1.4.6 PRICE ALTERATION

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

#### 1.4.7 BID ERRORS

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

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

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

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

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

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

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

#### 1.4.8 JOINT VENTURE

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

## **2.0 DEFINITIONS**

### **2.1 GENERAL DEFINITIONS**

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

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

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

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

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

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

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

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

**Division** – The Division of Purchase and Property

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

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

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

**May** – Denotes that which is permissible, not mandatory.

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

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

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

**Should** – Denotes that which is recommended, not mandatory.

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

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

**State** – State of New Jersey.

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

**Task** – A discrete unit of work to be performed.

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

## 2.2 CONTRACT SPECIFIC DEFINITIONS

Not applicable to this procurement.

## **3.0 SCOPE OF WORK**

### **3.1 SECURITY REQUIREMENTS**

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

**3.1.2** The contractor's working supervisor shall be present on any State occupied floor 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 is 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.

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

**3.1.4** 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 State work area by cleaning personnel.

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

**3.1.6** All contractors' personnel shall wear 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.

**3.1.7** 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.

**3.1.8** 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.

**3.1.9** Applications for employment for cleaning positions shall not be accepted, and prospective employee interviews shall not be conducted in State facilities. This does not limit the State's right to terminate contracts for other reasons, including those stated in the Standard Terms and Conditions.

**3.1.10** 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.

**3.1.11** The contractor's personnel must observe all regulations in effect, 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.

**3.1.12** 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.

**3.1.13** The contractor shall provide sign-in time sheets for each facility at the area designated by DOT. 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 sheets 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 each facility and shall be responsible for maintenance, operation and installation of equipment and cards.

## **3.2 SECURITY CLEARANCES**

**3.2.1** 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 DOT Complex pursuant to regulations promulgated under N.J.A.C. 13:59-1.1 et seq.

**3.2.2** 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 the DOT Complex. 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.

**3.2.3** 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 State Complex. 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.

**3.2.4** The contractor must ensure that all of his personnel and the personnel of any subcontractor observe all regulations in effect, 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.

**3.2.5** 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 at the State Complex. 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 in the DOT Complex.

**3.2.6** 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.

**3.2.7** 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 GENERAL SITE INFORMATION**

There are two (2) buildings on this site, the James J Howard Marine laboratory building and build 74. There are approximately one hundred (100) employees utilizing both buildings. There are approximately fifty (50) visitors per month. The total estimated square footage is 58,917.

#### **3.3.1 JAMES J. HOWARD MARINE LABORATORY BUILDING**

- 1) The total estimated square footage is 20,650.
- 2) There are approximately one hundred (100) windows
- 3) There are four (4) public restrooms containing twelve (12) sinks, twelve (12) commodes, three (3) showers and four (4) urinals.

#### **3.3.2 BUILDING #74**

- 1) The total estimated square footage is 38, 267
- 2) There are approximately 115 windows
- 3) The restrooms consist of eight (8) sinks, eleven (11) commodes, four (4) urinals and one (1) shower containing four (4) stalls.



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.

### **3.4 SPECIAL CLEANING REQUIREMENTS**

**3.4.1** All seawater labs (including the aquarium room 102) shall have daily trash removal. If entrance is not permitted the trash container will be placed outside of the door. All other cleaning in these labs shall be performed **only upon request**.

**3.4.2** Rooms 201, 206, 210, 212, 217, 219 and 225B shall be cleaned **only upon request**.

**3.4.3** Rooms 223 A & B and 225A shall be vacuumed and mopped twice per week by the contractor.

**3.4.4** Trash removal from rooms 217 and 219 shall be done **only from the outside hallway**. NOAA staff will place trash outside the main entrance to those suites.

**3.4.5** Special cleaners **that do not contain phosphate or ammonia compounds** shall be used on floors and windows (interior and exterior) for rooms 208, 210 and 212 to prevent interference with chemical analyses.

**3.4.6** The terrazzo floor in the lab building lobby shall be cleaned in accordance with the care and cleaning specifications in the "Terrazzo Institute Handbook". These include:

- 1) **No** use of surface floor waxes
- 2) Periodic use of a penetrating sealer which seals the pores in the binder
- 3) Use of **only oil free** compounds for mop dressing for mop dressing for daily care
- 4) Use of **neutral liquid cleaners only** (i.e. pH factor between 7.0 and 10.0), such cleaners shall also be free of any inorganic or crystallizing salts.

### **3.5 JANITORIAL CONTRACTOR**

The contractor will have direct responsibility for the completion and quality of janitorial services at the multiple building within the facility. 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.

### **3.6 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.

### **3.7 EXTERIOR**

The contractor is responsible for cleaning 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.***

### **3.8 OFFICE SPACE**

The contractor is responsible for cleaning all offices, hallways, foyers, stairways, closets, meeting rooms, conference rooms, lounges, copy rooms, mechanical rooms, electrical rooms, storage rooms, and security rooms that have 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 this Request for Proposal (RFP).

#### **3.8.1 OFFICE SPACE - KITCHEN AND COUNTER/SERVING AREAS**

The contractor is responsible for cleaning all lunch rooms, kitchens, counter areas and meeting areas where food is served on a regular basis.

#### **3.8.2 OFFICE SPACE - REST ROOMS AND LOCKERS**

The contractor is responsible for cleaning all rest rooms, locker rooms, shower area.

### **3.9 UNFINISHED GARAGE SPACE**

The contractor is responsible for cleaning 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.

### **3.10 GENERAL CONTRACTOR'S REQUIREMENTS**

#### **3.10.1 GENERAL**

**3.10.1.1** The contractor must perform all tasks in strict accordance with the tasks and frequency descriptions as noted in the RFP.

**3.10.1.2** 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 frequency specified will subject the contractor to formal complaint process and possible cancellation of the contract.

#### **3.11 CLEANING RELATED REQUIREMENTS**

**3.11.1** For the purpose of this contract, all areas are to be considered equally as office type space.

**3.11.2** The contractor must furnish all necessary supervision, labor and criminal history background check for all cleaning personnel (see Section Security 3.3.3), equipment, materials and supplies required to provide janitorial services as described in the RFP.

**3.11.3** The contractor 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.

### **3.12 JANITORIAL SUPPLIES**

**3.12.1** The contractor must supply material and/or supplies to include but not be limited to, detergents, degreasers, soaps, sanitizers, deodorizers, paper supplies required to provide cleaning services, floor finishes, strippers, stripping pads, buffing pads, brushes, brooms, mops, buckets, dust cloths, plastic bags, polishes, sponges, dust mops, plastic trash can liners, etc.

**3.12.2** The contractor must use cleaning products having properties that minimize potential impacts to human health and the environment, consistent with maintaining the effectiveness of these products for the protection of the public health and safety.

**3.12.3** Janitorial supplies that will be provided by the State are limited to paper towels, toilet tissue, liquid hand soap and feminine sanitary supplies. The State **WILL** supervise distribution and use of same.

### **3.13 MATERIAL SAFETY DATA SHEET**

The successful contractor is required to furnish Material Safety Data Sheets, or manufacturer's equivalent information sheets on the products and/or chemicals used in performing the services specified in this RFP to the Building Manager of the State Complex. These sheets must list complete chemical ingredients including the percentage composition of each ingredient in the mixture (down to 0.1%), the Chemical Abstract Service Numbers for those substances listed and any potentially hazardous products which may off-gas during or following application. Failure to submit such data or to conform to usage restriction may result in the termination of contract award. The State's Building Manager will review these data sheets with the NOAA on site environmental compliance safety officer. In the event of any incompatibilities, hazards or other usage problems, the contractor will be advised to use alternate products.

### **3.14 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

#### **3.14.1 RECYCLED PAPER DEFINITIONS**

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

**3.14.2** "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.

**3.14.3** "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.

**3.14.4** 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.

### **3.15 OTHER SERVICES AND PRODUCTS**

**3.15.1** The contractor must provide plastic trashcan liners of various sizes. Example - Office size wastebaskets .1 mil or greater thickness. Large containers .6 mil or greater thickness.

#### **3.15.2 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. Recycling products must be disposed of in the proper recycling containers and not thrown in the trash.

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

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

### **3.16 LEVEL OF CLEANLINESS FOR ALL TASKS**

**3.16.1** The contractor must provide cleaning as thoroughly and frequently as specified to meet the quality standard in this RFP. Performance ratings will be based on actual results. The contractor must comply with specified time frames 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 possibly cancellation of the contract.

**3.16.2** 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. Carpet must be free from dirt and stains. There must be 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.

### **3.17 TASKS NOT INCLUDED**

**3.17.1** 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
- Maintenance of office plants and trees and exterior of buildings
- Cleaning of laboratory equipment in experiment rooms **(if applicable)**

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

### **3.18 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. There will not be an overall limit to the combined total square feet of cleaning space to be added to this contract during the term of the contract. The contractor must accept any and all additional individual locations up to 100,000 square feet.

### **3.19 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.

**3.19.1** 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.

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

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

**3.19.4** Square footage of all sites will be based on square footage of record at the Department of Transportation. 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 substantiated from the total square footage of record.

### **3.20 REGULARLY SCHEDULED**

#### **3.21.1 DAILY TASKS DEFINED**

### 3.21.1.1 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

### 3.21.1.2 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.

### 3.21.1.3 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.

#### **3.21.1.4 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.

#### **3.21.1.5 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 manufacturer's 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.

### 3.21.2 DAILY TASKS - WORK SCHEDULE

On normal work days, all cleaning of occupied space shall be performed after 5:00 p.m.

The cleaning of chemical and seawater laboratories must be scheduled so as not to interfere with on-going experiments and research activity. These highly sophisticated laboratories form the heart of this facility. It is vital that the assigned staff be capable of carrying out his/her duties with:

1. sensitivity to the delicate nature of the equipment;
2. the potential hazards of working environment
3. the restrictions on cleaning materials to be used therein.

#### 3.21.2.1 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

#### 3.21.2.2 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.

### 3.21.3 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 James J. Howard Marine Sciences Laboratory. The following is based on 2600 square feet per hour cleaning rate.

James J. Howard Marine Laboratory Building	20,650 square feet	8 hours
Building #74	28,267 square feet	11 hours

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.

#### **3.21.4 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.

#### **3.21.5 QUALIFICATION OF SUPERVISORY EMPLOYEES (WORKING SUPERVISOR)**

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.

#### **3.21.6 QUALIFICATION OF PRINCIPAL 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.

#### **3.21.7 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.

### 3.21.8 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.

### 3.21.9 UNAUTHORIZED PERSONNEL

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

### 3.21.10 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.

### 3.21.11 DAILY TASKS - BILLING AND PAYMENT

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

#### 3.21.11.1 INVOICING

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

**3.21.11.1.1** 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.

#### 3.21.12 MANDATORY HOURS

The State will only pay for service hours provided by the contractor as specified in the Daily Tasks - Staffing & Supervision or this RFP. 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.

#### 3.21.13 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.

### 3.21.14 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.

### 3.22 SEMIANNUAL TASKS - DEFINED

#### 3.22.1 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.

#### 3.22.2 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 less than 70' in height particularly around, behind and above counters and trash receptacles.
- 5) Clean all ceiling and wall diffusers with a HEPA vacuum.

#### 3.22.3 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.

#### 3.22.4 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.

#### 3.22.5 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.

#### 3.22.5.1 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.

### 3.22.6 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.

### 3.22.7 SEMIANNUAL TASKS - BILLING AND PAYMENT

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

#### 3.22.7.1 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.

#### 3.22.7.2 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.

### 3.23 ANNUAL TASKS

#### 3.23.1 ANNUAL TASKS - DEFINED

#### 3.23.2 OFFICE - GENERAL AND FINISHED GARAGE, FREQUENCY - ANNUAL



- 1) Shampoo all carpets using the methods and materials as specified in the manufacturers 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 manufacturer's 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.

### 3.23.3 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.

### 3.23.4 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.

### 3.23.5 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.

### 3.23.6 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.

### 3.23.7 ANNUAL TASK BILLING AND PAYMENT

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

### 3.23.8 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.

### 3.23.9 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, unsatisfactorily performed etc. notwithstanding the fact that the State has made payment of Contractor's original or adjusted invoices for daily, semiannual or annual work.

## 3.24 PORTER SERVICES

### 3.24.1 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.

### 3.24.2 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.

### 3.24.3 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.

### 3.24.4 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.

### **3.24.5 PORTER SERVICES - BILLING AND PAYMENT**

#### **3.24.5.1 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.

#### **3.24.5.2 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.

### **3.25 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 BID PROPOSAL PREPARATION AND SUBMISSION**

### **4.1 GENERAL**

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

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

### **4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION**

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page <http://www.state.nj.us/treasury/purchase/bid/summary/07-x-38256.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

### **4.3 NUMBER OF BID PROPOSAL COPIES**

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

A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

### **4.4 BID PROPOSAL CONTENT**

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

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

#### **4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL**

##### **4.4.1.1 SIGNATORY PAGE**

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/07-x-38256.shtml>. The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

#### **4.4.1.2 OWNERSHIP DISCLOSURE FORM**

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

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07-x-38256.shtml>.

#### **4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER**

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07-x-38256.shtml>.

#### **4.4.1.4 NOTICE OF INTENT TO SUBCONTRACT FORM**

All bidders shall complete the attached Notice of Intent to Subcontract Form <http://www.state.nj.us/treasury/purchase/bid/summary/07-x-38256.shtml> to advise the State as to whether or not a subcontractor will be utilized to provide any goods or services under the contract. If this is a Small Business Subcontracting set-aside contract, the bidder must comply with the Procedures for Small Business Participation as Subcontractors set forth in <http://www.state.nj.us/treasury/purchase/bid/summary/07-x-38256.shtml>.

#### **4.4.1.5 SUBCONTRACTOR UTILIZATION FORM**

If the bidder intends to utilize a subcontractor, the Subcontractor Utilization Form <http://www.state.nj.us/treasury/purchase/bid/summary/07-x-38256.shtml> must be completed and submitted with the bid proposal.

### **4.4.2 PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL**

#### **4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE**

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

The bidder may go to [www.nj.gov/nibgs](http://www.nj.gov/nibgs) to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/07-x-38256.shtml>.

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

Not applicable to this procurement.

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

##### **4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION**

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/07-x-38256.shtml>.

##### **4.4.3.2 AFFIRMATIVE ACTION**

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

<http://www.state.nj.us/treasury/purchase/bid/summary/07-x-38256.shtml>.

##### **4.4.3.3 SERVICES SOURCE DISCLOSURE FORM**

Pursuant to N.J.S.A. 52:34-13.2, the bidder is required to submit with its bid proposal a completed source disclosure form. The Services Source Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/07-x-38256.shtml>. Refer to section 7.1.2 of this RFP.

#### **4.4.4 TECHNICAL PROPOSAL**

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

##### **4.4.4.1 MANAGEMENT OVERVIEW**

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

Mere reiterations of RFP tasks and subtasks are strongly discouraged, as they do not provide insight into the bidder's ability to complete the contract. The bidder's response to this section

should be designed to convince the State that the bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the bidder's bid proposal will lead to successful contract completion.

#### **4.4.4.2 CONTRACT MANAGEMENT**

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

#### **4.4.4.3 CONTRACT SCHEDULE**

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

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

#### **4.4.4.4 MOBILIZATION AND IMPLEMENTATION PLAN**

Not applicable to this procurement.

#### **4.4.4.5 POTENTIAL PROBLEMS**

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

#### **4.4.5 ORGANIZATIONAL SUPPORT AND EXPERIENCE**

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

##### **4.4.5.1 LOCATION**

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

##### **4.4.5.2 ORGANIZATION CHART (CONTRACT SPECIFIC)**

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



#### 4.4.5.3 RESUMES

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes 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.

#### 4.4.5.4 BACKUP STAFF

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

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

#### 4.4.5.5 ORGANIZATION CHART (ENTIRE FIRM)

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

#### 4.4.5.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE

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

#### 4.4.5.7 FINANCIAL CAPABILITY OF THE BIDDER

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

condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

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

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

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

#### 4.4.5.8 SUBCONTRACTOR(S)

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

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

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

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

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

#### 4.4.6 PRICE SCHEDULE

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

## **5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

### **5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

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

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/07-x-38256.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the NJ Standard Terms and Conditions version 05 09 06, and any Addendum to this RFP, the Addendum shall govern.

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

### **5.2 CONTRACT TERM AND EXTENSION OPTION**

The term of the contract shall be for a period of **three (3)** years. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/07-x-38256.shtml>. If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

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

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

### **5.3 CONTRACT TRANSITION**

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than **ninety (90)** days beyond the expiration date of the contract.

### **5.4 CONTRACT AMENDMENT**

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

### **5.5 CONTRACTOR RESPONSIBILITIES**

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

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

#### **5.6 SUBSTITUTION OF STAFF**

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

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

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

#### **5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)**

This Subsection serves to supplement but not to supersede Section 3.11 of the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage.

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

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

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

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

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

#### **5.8 OWNERSHIP OF MATERIAL**

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

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

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

#### **5.9 DATA CONFIDENTIALITY**

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

#### **5.10 NEWS RELEASES**

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

#### **5.11 ADVERTISING**

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

#### **5.12 LICENSES AND PERMITS**

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

## 5.13 CLAIMS AND REMEDIES

### 5.13.1 CLAIMS

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

### 5.13.2 REMEDIES

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

### 5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

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

### 5.14 LATE DELIVERY

Not applicable to this procurement.

### 5.15 RETAINAGE

The amount of retainage is noted on the RFP signatory page located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/07-x-38824.shtml>. The using agency shall retain from each invoice submitted the required percentage until 15% percent of the estimated contract amount is retained. No more than 15% per invoice may be retained. This amount shall be held through the duration of the contact and any extension(s) thereof. Following certification by the State Contract Manager that all services have been satisfactorily performed the balance shall be released to the contractor upon award of a new contract

### 5.16 STATE'S OPTION TO REDUCE SCOPE OF WORK

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

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

### 5.17 SUSPENSION OF WORK

The State Contract Manager may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid until the effective date of the stop order. The contractor shall resume work upon the date specified in the

stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

#### 5.18 CHANGE IN LAW

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

#### 5.19 CONTRACT PRICE INCREASE (PREVAILING WAGE)

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

### IMPORTANT NOTE:

Prevailing wage for State building service contracts has been established under Substitute public law citation "P.L. 2005 c. 379" or statutory citation "N.J.S.A. 34-11-56.58-70" for bill number A4161 AcaAa (2R) of 2004-2005 session. The bill was signed by the Governor on January 12, 2006.

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

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

Bidder may refer to the following web-sites for additional information:

[Wage Determinations Online](#)

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

[www.wdol.gov/](http://www.wdol.gov/)

[www.bls.gov/cew/home.htm#data](http://www.bls.gov/cew/home.htm#data) & web-site [www.wdol.gov/sca.aspx#0](http://www.wdol.gov/sca.aspx#0)

## 5.20 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

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

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

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

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

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

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

## 5.21 FORM OF COMPENSATION AND PAYMENT

This Section supplements Section 4.5 of the NJ Standard Terms and Conditions version 05 09 06, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07-x-38256.shtml>. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

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

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved.



Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

#### 5.21.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD

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.

#### 5.22 MODIFICATIONS AND CHANGES TO THE NJ STANDARD TERMS AND CONDITIONS VERSION 05 09 06

NJ Standard Terms and Conditions version 05 09 06 are located on the Advertised Solicitation, Current Bid Opportunities webpage  
<http://www.state.nj.us/treasury/purchase/bid/summary/07-x-38256.shtml>.

#### 5.22.1 PATENT AND COPYRIGHT INDEMNITY

Section 2.1 of the NJ Standard Terms and Conditions version 05 09 06 is deleted and replaced with the following:

##### **2.1 Patent and Copyright Indemnity**

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

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

c. In the event of such claim or suit, the Contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

#### 5.22.2 INDEMNIFICATION

Section 2.2 of the NJ Standard Terms and Conditions version 05 09 06, is deleted and replaced with the following:

##### **2.2 Indemnification**

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

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

The contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 2.3 of the NJ Standard Terms and Conditions version 05 09 06.

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

### **5.22.3 INSURANCE - PROFESSIONAL LIABILITY INSURANCE**

Section 2.3 of the NJ Standard Terms and Conditions version 05 09 06 regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

d) Professional Liability Insurance: The Contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out the professional obligations performed pursuant to the requirements of the Contract. The insurance shall be in the amount of not less than \$5,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

### **5.23 CONTRACT ACTIVITY REPORT**

Not applicable to this procurement.

## **6.0 PROPOSAL EVALUATION**

### **6.1 PROPOSAL EVALUATION COMMITTEE**

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

### **6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL**

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

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

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

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

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

### **6.3 EVALUATION CRITERIA**

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

#### **6.3.1 TECHNICAL EVALUATION CRITERIA**

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

#### **6.3.2 BIDDER'S PRICE SCHEDULE**

For evaluation purposes, bidders will be ranked according to the total bid price located on the Price Sheet located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/07-x-38256.shtml>.

### 6.3.3 BID DISCREPANCIES

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

### 6.3.4 EVALUATION OF THE BID PROPOSALS

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

### 6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

Not applicable to this procurement.

## **7.0 CONTRACT AWARD**

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

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

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

##### **7.1.1.1 DEFINITIONS**

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

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

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

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

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

### 7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

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

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

### 7.1.1.4 STATE TREASURER REVIEW

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

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

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

### 7.1.2 SOURCE DISCLOSURE REQUIREMENTS

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

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

#### 7.1.2.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to the statutory requirements, the intended awardee of a contract primarily for services with the State of New Jersey must disclose the location by country where services under the contract, including subcontracted services, will be performed. The Source Disclosure Certification form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07-x-38256.shtml>.

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

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

#### 7.1.2.3 BREACH OF CONTRACT OF EXECUTIVE ORDER 129

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

If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions version 05 09 06 of the RFP, unless previously approved by the Director and the Treasurer.

#### 7.2 FINAL CONTRACT AWARD

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

#### 7.3 INSURANCE CERTIFICATES

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

#### 7.4 PERFORMANCE BOND

Not applicable to this procurement.

## **8.0 CONTRACT ADMINISTRATION**

### **8.1 CONTRACT MANAGER**

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

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

#### **8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES**

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

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

#### **8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER**

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