



Request for Proposal 12-X-22096

For: Trades Employment Services (Statewide)

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	1/4/2012	5:00 PM
Mandatory/Optional Pre-bid Conference (Refer to RFP Section 1.3.5 for more information.)	Not Applicable	
Mandatory/Optional Site Visit (Refer to RFP Section 1.3.4 for more information.)	Not Applicable	
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	1/31/2012	2:00 PM

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

Small Business Set-Aside	Status	Category
	☒ Not Applicable	☐ I
	☐ Entire Contract	☐ II
	☐ Partial Contract	☐ III
	☐ 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/Agencies

State of New Jersey
Cooperative Purchasing Members

Date: 12/5/11

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of various State Agencies. The purpose of this RFP is to solicit proposals for qualified contractors to provide temporary trades employees to be assigned throughout the State on an as needed basis.

The intent of this RFP is to award contracts to those responsible bidders whose proposals, conforming to this RFP are most advantageous to the State, price and other factors considered. The State, however, 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 State of NJ Standard Terms and Conditions will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

The State intends to extend the contract[s] awarded to the Division's cooperative purchasing partners. These partners include quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges. In order for the State contract to be extended to cooperative purchasing partners, the bidder must agree to the extension by executing the Cooperative Purchase Form attached to this RFP. Also refer to Section 4.4.6 of this RFP. Although the State, with the assent of the vendor(s), is making the use of any contract resulting from this RFP available to non-State Agencies, the State makes no representation as to the acceptability of any State RFP terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.

1.1.2 It is the State's intent to award at least one contract per region. Consideration will be given for a statewide contract if the bidder is capable of providing services to all regions, including price and other factors.

1.1.3 At no time shall any project exceed the threshold amount established under N.J.S.A. 52:34-7.1. All projects that exceed the threshold must be achieved through open competitive bidding thru the Department of Treasury, Division of Property Management and Construction (DPMC). The current threshold amount is \$59,000.00 and is subject to change. All public bidding threshold amounts can be located at the following website:

<http://www.state.nj.us/treasury/purchase/adjpubbid05.shtml>

1.1.4 The contract resulting from this RFP excludes new construction.

1.2 BACKGROUND

This is a reprocurement of the Trades Employment term contract, presently due to expire on January 31, 2012. Bidders interested in the current contract specifications and pricing information may review the current contract T0725 at <http://www.state.nj.us/treasury/purchase/pricelists.shtml>.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Division will electronically accept questions and inquiries from all potential bidders via the web at <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 must not contact the Using Agency directly, in person, by telephone or by e-mail, 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 Division's website after the cut-off date. (See RFP Section 1.4.1 for further information.)

1.3.2 SUBMISSION OF PROPOSAL

In order to be considered for award, the proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED. THE DATE AND TIME ARE INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:**

PROPOSAL 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 Division are available on the web at <http://www.state.nj.us/treasury/purchase/directions.shtml>.

Note: Bidders using U.S. Postal Service regular or express mail services should allow additional time since the U.S. Postal Service does not deliver directly to the Purchase Bureau.

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

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

1.3.3 ELECTRONIC BIDDING (EBID)

The Division is pleased to announce its electronic procurement modernization process. This RFP provides to the bidder the opportunity to electronically submit its proposal. A new electronic bidding – “eBid” – application is being made available to vendors to promote an easier, more efficient method to submit proposals.

On-line Electronic Bid Training Sessions:

Online electronic bid training for the eBid process is available on the web at <https://wwwnet1.state.nj.us/treasury/dpp/ebid/>. The bidder is strongly encouraged to utilize the on-line training session before attempting to submit an eBid. It will be the bidder's responsibility to ensure that the eBid has been properly submitted.

1.3.4 MANDATORY/OPTIONAL SITE VISIT

Not applicable to this procurement.

1.3.5 MANDATORY/OPTIONAL PRE-PROPOSAL CONFERENCE

Not applicable to this procurement

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, THE BIDDER MUST SELECT THE PROPOSAL NUMBER ON THE WEB PAGE AT <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 Division's "Bidding Opportunities" website on a daily basis from time of RFP issuance through proposal 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 proposal in response to this RFP. No special consideration will be given after 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 proposal in response to this RFP.

1.4.4 CONTENTS OF PROPOSAL

Your proposal can be released to the public during the protest period established pursuant to N.J.A.C. 17:12-3.3, or under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq., (OPRA) or the common law right to know. As provided in N.J.A.C. 17:12-1.2(b):

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

Any proprietary and/or confidential information in your proposal will be redacted by the State. A bidder may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when the bidder has a good faith legal and or factual basis for such assertion. The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the bidder accordingly. The location in the proposal of

any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal.** In the event of any challenge to the bidder's assertion of confidentiality with which the State does not concur, the bidder shall be solely responsible for defending its designation.

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.

1.4.5 PROPOSAL OPENING

On the date and time proposals are due under the RFP, all information concerning the proposals submitted may be publicly announced and those proposals, except for information appropriately designated as proprietary and/or confidential, shall be available for inspection and copying. In those cases where negotiation is contemplated, only the names and addresses of the bidders submitting proposals will be announced and the contents of the proposals shall remain proprietary and/or confidential until the Notice of Intent to Award is issued by the Director.

1.4.6 PRICE ALTERATION IN HARD COPY PROPOSALS

Proposal 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/PROPOSAL ERRORS

In accordance with N.J.A.C. 17:12-2.11, "Bid Errors," a bidder may withdraw its proposal as described below.

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

If, after proposal opening but before contract award, a bidder discovers an error in its proposal, the bidder may make a written request to the Supervisor of the Bid Review Unit for authorization to withdraw its proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. After bid opening, while pursuant to the provisions of this section, you may request to withdraw your proposal and the Director may, in her discretion allow you to withdraw it, the Division also may take notice of repeated or unusual requests to withdraw by a bidder and take those prior requests to withdraw into consideration when evaluating the bidder's future bids or proposals.

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

Department of the Treasury
Purchase Bureau
PO Box 230
33 West State Street – 9th Floor

If during a proposal 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 (5) days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its proposal 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 proposal, the Director may seek clarification from the bidder to ascertain the true intent of the proposal.

1.4.8 JOINT VENTURE

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

1.4.9 RECIPROCITY FOR JURISDICTIONAL BIDDER PREFERENCE

In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for its bidders. For states having preference laws, regulations, or practices, New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Purchasing Officials, or the National Institute of Governmental Purchasing to invoke reciprocal actions. The State may obtain additional information as it deems appropriate to supplement the stated survey information.

The bidder may submit information related to preference practices enacted for a local entity outside the State of New Jersey. This information may be submitted in writing as part of the proposal response, including name of the locality having the preference practice, as well as identification of the county and state, and should include a copy of the appropriate documentation, i.e., resolution, regulation, law, notice to bidder, etc. It is the responsibility of the bidder to provide documentation with the proposal or submit it to the Director, Division of Purchase and Property within five (5) working days of the public proposal opening. Written evidence for a specific procurement that is not provided to the Director within five (5) working days of the public proposal opening will not be considered in the evaluation of that procurement, but will be retained and considered in the evaluation of subsequent procurements.

1.4.10 PROPOSAL ACCEPTANCES AND REJECTIONS

The Director's right to waive minor elements of non-compliance with bid specifications and N.J.A.C. 17:12-2.2 which defines causes for automatic bid rejection, apply to all proposals. In addition, pursuant to N.J.S.A. 52:34-12(a) and N.J.S.A. 52:18A-19 the Director retains the right to reject all bids if it is in the public interest.

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 Division of Purchase and Property.

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 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.

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 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 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 proposal as materially non-responsive.

Should – Denotes that which is recommended, not mandatory.

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

State – State of New Jersey.

State Contract Manager – The individual responsible for the approval of all deliverables, 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.

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

Upcharge Rate – The percentage the bidder will charge the State over the current prevailing wage as listed on the DLWD's website 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. This percentage must be held firm for the life of the contract and any extensions thereof.

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

All Inclusive Loaded Hourly Rate – The all-inclusive, loaded hourly rate must include all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expense, training, safety equipment, materials, supplies, supervisory and managerial support and all documents, forms and reproductions thereof. Hourly rates also include portal-to-portal expenses. Time spent in traveling to and from the work site or employees' normal workstations must not be in this rate. For purposes of this RFP, any reference to hourly rates will mean all-inclusive loaded hourly rates.

Apprentice – Must be registered with the United States Department of Labor-Office of Apprenticeship and be enrolled in a certified apprenticeship program.

Boiler Operator - Operate or maintain stationary engines, boilers, or other mechanical equipment to provide utilities for buildings or industrial processes. Operate equipment, such as steam engines, generators, motors, turbines and steam boilers.

Carpenter – Construct, erect, install, maintain and repair structures and fixtures made of wood, such as concrete forms; building frameworks, including partitions, joists, studding and rafters; wood stairways, window and door frames, and hardwood floors. May also install cabinets, siding, drywall and batt or roll insulation. Includes brattice builders who build doors or brattices (ventilation walls or partitions) in underground passageways.

Differential – Shall refer to pay adjustments above prevailing wage allowed when working shifts other than normal working hours. Using Agencies must verify the allowance and amount of differential pay with DLWD Prevailing Wage rate guidelines.

DLWD - The Department of Labor and Workforce Development

DPMC - Division of Property Management and Construction, Department of the Treasury

Electrician – Install, maintain, and repair electrical wiring, equipment, and fixtures. Ensure that work is in accordance with relevant codes. May install or service street lights, intercom systems, or electrical control systems. Excludes "Security and Fire Alarm Systems Installers".

Emergency Service Calls – Emergency calls are those service calls when the work consists of correcting failures that consist of an immediate danger to personnel or property involving any general construction, electrical or plumbing work.

Glazier - Install glass in windows, skylights, store fronts and display cases, or on surfaces such as building fronts, interior walls, ceilings and tabletops.

HVAC – Heating, Ventilation and Air Conditioning

HVAC Technician – Install, service or repair heating, central air-conditioning or refrigeration systems including oil burners, hot-air furnaces and heating stoves.

Journeyman - Must have completed an accredited apprenticeship program and have certification for completion of same, or possess a Qualified Journeyman Card issued by the State of New Jersey, Department of Community Affairs.

Maintenance and Repair Worker - Perform work involving the skills of two or more maintenance or craft occupations to keep machines, mechanical equipment, or the structure of an establishment in repair. Duties may involve pipe fitting; boiler making; insulating; welding; machining; carpentry; repairing electrical or mechanical equipment; installing, aligning and balancing new equipment; and repairing buildings, floors or stairs.

Mason (Cement)- Smooth and finish surfaces of poured concrete, such as floors, walks, sidewalks, road or curbs using a variety of hand and power tools. Align forms for sidewalks, curbs, or gutters; patch voids; use saws to cut expansion joints.

Painter – Paint walls, equipment, buildings, bridges, and other structural surfaces, using brushes, rollers, and spray guns. May remove old paint to prepare surface prior to painting. May mix colors or oils to obtain desired color or consistency.

Plumber/Fitter – Assemble, install, alter, maintain and repair pipelines or pipe systems that carry water, steam, air or other liquids or gases. May install heating and cooling equipment and mechanical control systems.

PM – Preventive Maintenance - work performed, parts installed on a scheduled, regular basis to keep equipment, machinery operating without breakdown.

Premium Pay – the additional payment above the prevailing hourly wage paid for night, evening differentials, overtime pay and/or holiday pay. Premium Pay shall be in accordance with DLWD prevailing wage rate guidelines.

Repair – To restore something broke or damaged to good condition.

Repair parts – Repair parts are defined as any item that is required to restore by replacing a part of putting together what is torn or broken.

Sheet Metal Worker – Fabricate, assemble, install, and repair sheet metal products and equipment, such as ducts, control boxes, drainpipes, and furnace casings. Work may involve any of the following: setting up and operating fabricating machines to cut, bend, and straighten sheet metal; shaping metal over anvils, blocks, or forms using hammer; operating soldering and welding equipment to join sheet metal parts; or inspecting, assembling, and smoothing seams and joints of burred surfaces. Includes sheet metal duct installers who install prefabricated sheet metal ducts used for heating, air conditioning, or other purposes.

Shift Differential – Shall refer to pay adjustments above prevailing wage allowed when working shifts other than normal working hours. Using Agencies must verify the allowance, requirements and amount of shift differential pay with DLWD Prevailing Wage rate guidelines.

Sprinkler Fitter – Install, test, inspect and certify fire suppression systems in buildings. Read and interpret blueprints, install, repair and perform maintenance on all types of fixed piping fire suppression systems.

Welder – Use hand-welding, flame-cutting, hand soldering, or brazing equipment to weld or join metal components or to fill holes, indentations, or seams of fabricated metal products.

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

3.1 GENERAL

3.1.1 The contractor shall provide temporary trades employees with the necessary skills and training to assist Using Agencies in the operation, maintenance, repair and upkeep of State buildings and equipment as required. All work shall be performed in accordance with current trade and industry standards, all State and local regulations and code requirements.

The contractor shall be responsible for providing skilled tradesmen who have the necessary certifications to assist the Using Agencies. These certifications include, but are not limited to: lockout/tagout, asbestos and lead awareness, confined space awareness and hazard communication.

3.1.2 The contractor shall provide vehicles for their staff as required. Trades employees shall be required to store tools and supplies in a mobile place for quick access and response to emergency repair situations. The contractor is not permitted to use a State vehicle at any time. There shall a price line for reimbursement for weekly vehicle use for locations that require contractor vehicles to remain on site for trades employee use.

3.1.3 Although the State anticipates that some of the assignments under this contract are currently needed for the operation and maintenance of buildings, it must be clearly understood that this contract will be awarded for use strictly on an "as needed basis" only. There is no guarantee of any minimum or maximum number of hours or trades employees to be used under this contract. This contract is a supplement to other existing State contracts. Therefore this contract shall not give the contractor the sole and exclusive right to furnish skilled trades employees when required by the State.

3.1.4 Operating and project maintenance conditions do not always allow strict adherence to trade lines. In the event of crossover of trade lines, it shall not be interpreted as a precedent or change in the proper jurisdiction of the crafts involved. The contractor must perform periodic checks of work assignments for adjusting work assignments to account for changing needs. If the contractor finds that any such change is necessary, they must inform the State Contract Manager. The State's Contract Manager's decision in such matters shall be final.

3.1.5 Using Agencies are not permitted to purchase any equipment and/or materials without any labor under the terms of this contract.

3.1.6 Rental of equipment is permitted when required to perform specific tasks. The contractor shall be reimbursed for any rental equipment including mark-up upon pre-approval by the State Contract Manager.

3.1.7 The contractor shall provide all trades employee's mobile phones as needed. All charges related to them are the responsibility of the contractor. The State does not provide internet service.

3.1.8 Parking space will be provided for the unloading and loading of materials and equipment, but at other times, contractor vehicles must be legally parked.

3.1.9 All State Using Agencies shall coordinate any required consulting services through DPMC.

3.2 GEOGRAPHICAL REGIONS

For purposes of this RFP, the State has been divided into three (3) regions as follows: Northern Region, Central Region and Southern Region.

3.2.1 Counties comprising each region are indicated below:

Northern Region	Central Region	Southern Region
Bergen County	Burlington County	Atlantic County
Essex County	Hunterdon County	Camden County
Hudson County	Mercer County	Cape May County
Morris County	Middlesex County	Cumberland County
Passaic County	Monmouth County	Gloucester County
Somerset County		Ocean County
Sussex County		Salem County
Union County		
Warren County		

3.3 EMERGENCIES

The contractor shall be required to provide qualified trades employees to handle emergency services. When emergencies arise, the State prefers that the contractor assign trades employees experienced at the site of the emergency.

3.3.1 Emergency call-ins will guarantee a minimum of two (2) hours payment to the contractor, exclusive of travel, at the proper rate at the time of the emergency call. Emergency calls require the contractor to be "on site" within one (1) hour of notification. This service shall be conducted during any hour of the day or night, which may include both overtime and normal working hours.

3.3.2 The contractor shall be required to maintain a twenty-four (24) seven (7) days a week emergency telephone contact.

3.4 FACILITIES MAINTENANCE AND WORK ORDER TRACKING SYSTEM (DPMC ONLY)

3.4.1 DPMC currently utilizes a computerized Facilities Maintenance and Work Order Tracking System which schedules and tracks all maintenance through work orders coded to individual buildings. This system will produce many of the work orders to which the contractor's employees will be assigned. The contractor shall become familiar with the operation and outputs of such a system.

3.4.2 The Facilities Maintenance and Work Order tracking System is based on a building equipment listing which generates Maintenance Significant Items (MSI), including air handlers, motors, pumps, generators, heat pumps, fire and life safety systems, generic features (architectural, plumbing, lighting), and so forth. Each is represented by a three (3) position alpha code. Other Using Agencies may use other maintenance systems, written work orders or oral direction.

3.4.3 Preventive Maintenance (PM) task lists and frequencies may be created for all equipment based on specification sheets and manufacturers' recommendations as provided by the Using Agency.

3.4.4 Schedules may be made up of weekly, monthly, quarterly, semi-annual and annual tasks for the buildings.

3.4.5 PM work orders may be produced monthly and are the basis for the maintenance schedule.

3.4.6 Planned maintenance work consists of repair and/or replacement of equipment or components based on inspection, predictive failure techniques (run time, sensors) or corrective

action because of PM. This work is kept in a "backlog" and is issued either separately by oldest date, or to coincide with PM in the same building to minimize travel time.

3.4.7 Breakdowns are coded as Do-It Now (DIN) work orders.

3.4.8 Two (2) additional categories of work exist besides maintenance and emergency repairs. These are Tenant Work and Project Work. Tenant Work is generated by a Tenant Service Request (TSR) that includes an account code for funding. Tenant Work is typically light office construction, sprinkler and ductwork changes and electrical changes. Tenant Work shall not include any new construction projects. Project Work is generated by the State to be performed over and above preventive maintenance. Project Work would be a large repair job or new installation depending on the situation. Project Work shall not include any new construction projects.

3.5 WORK SCHEDULES

3.5.1 The standard workday shall be an established consecutive eight (8) hour period, exclusive of a thirty (30) minute unpaid lunch period. The State Contract Manager reserves the right to request the contractor to assign trades employees to a set work week which will meet the needs of the State.

3.5.2 On any assignment, job conditions may dictate a change in the established starting time and or a staggered lunch period. When such circumstances arise, the contractor must notify the State Contract Manager and get their approval before making the desired change.

3.5.3 All overtime, premium time, shift differential, emergencies must be approved in advance in writing by the State Contract Manager. Any overtime and premium time worked without prior written approval will not be paid to the contractor. Any emergency overtime must receive oral approval from the State Contract Manager and subsequent post-emergency written approval.

All overtime, shift differential and recognized holidays will follow those established by the New Jersey Department of Labor and Workforce Development (DLWD) for that trade in the specific county worked.

Prevailing Wage Rates on construction related public work trades' rates can be located at the following website:

http://lwd.dol.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html

Prevailing Wage rates for State building service workers rates can be located at the following website. This rate pertains to Boiler Operator (Occupation Code 25010) and Maintenance & Repair Worker (Occupation Code 23370):

http://lwd.dol.state.nj.us/labor/wagehour/wagerate/state_bldg_svc_wage_determination.html

3.5.4 Shift Differential shall be put into effect for the convenience of the State. All shift differential shall be paid in accordance with the prevailing wage rates as established by DLWD.

3.5.5 The contractor shall have a timekeeping system for all contractors' personnel assigned to work in State buildings under this contract. This timekeeping system must be ready for implementation at the start date of the contract. The computerized time keeping system shall be capable of providing detailed reports to the State's Contract Manager including personnel assignments, location, duration, and so forth.

3.5.6 If required, the State shall be responsible for providing and installing mechanical timekeeping systems. At each site, the contractor must provide a time card for each trades employee working under this contract. The contractor shall assure and be responsible for every trades employee working under this contract to punch in at the beginning of each workday and to punch out at the end of each workday. The time cards shall not leave the location until collected by the State. Each trades employee shall only punch its own timecard. A trades employee who punches the card of another trades employees may be disqualified from doing any work for the State during this contract and after the disqualification, the State will no longer pay the contractor for any work or services performed by the disqualified trades employee. All time cards and the time keeping system are the property of the State. The State reserves the right to put into effect its own timekeeping system at any time to supplement the timekeeping system required by this section.

3.6 FIRST AID AND SAFETY

The trades employees assigned under the terms of this contract shall be bound by the safety rules and regulations as established by the State. These rules and regulations shall be posted at conspicuous places throughout the buildings. The contractor shall give training to contractor personnel and assure the State that all trades employees are properly trained and observe all safety regulations prescribed by the State Contract Manager. The contractor must submit quarterly reports to the State Contract Manager detailing all training finished during the quarter.

All contractors' personnel shall comply with all of the requirements of the Occupational Safety and Health Act (OSHA).

3.7 ACCIDENT REPORTS

3.7.1 The contractor shall immediately report to the State Contract Manager all accidents whatsoever arising out of or in conjunction with the performance of the work, whether on or adjacent to the facility which caused death, personal injury or property damage, giving full details and statement of witnesses.

3.7.2 If a claim is made by a third person against the contractor on account of any accident, the contractor shall promptly report the matter in writing within twenty-four (24) hours to the State Contract Manager.

3.8 TOOLS

The contractor must supply the trades employees all standard hand tools according to the accepted trade practice. Such tools are to be kept clean and in good working order. Defective tools are to be replaced at once and cannot be used to do work in conjunction with this RFP. The State shall not assume any responsibility for vandalism or theft of materials, tools or equipment.

3.9 PARTS AND SUPPLIES

Some Using Agencies keep an inventory of parts and supplies on hand. When a specific job arises, the contractor will be responsible for giving a list of parts and supplies needed for that job to the State Contract Manager.

When the State Contract Manager declares a job as an emergency, the contractor shall immediately purchase the parts and supplies with the written approval of the State Contract Manager. If the total order of the parts and supplies for the job emergency are greater than \$750.00, the Using Agency must give written approval prior to the purchase which shall be coordinated through the State Contract Manager or their designee, not the trade employee. The

contractor shall be reimbursed for emergency supplies and materials at the percentage markup or discount rate submitted with the bid proposal.

In all other cases where parts and supplies are required, the contractor shall be reimbursed at the markup or discount rate submitted with the bid proposal.

3.10 CONTRACTOR PERSONNEL

3.10.1 The contractor will be solely responsible for all direct management, supervision and control of the work performed by the contractor's personnel. The contractor shall be responsible for deciding the proper work methods and procedures to be used for making sure that it is properly and safely undertaken and finished satisfactorily.

3.10.2 The contractor shall be required to submit all certifications for trades employees to the State Contract Manager prior to contractor personnel reporting to work.

3.10.3 All trades employees provided by the contractor or any of its subcontractors shall be considered employees of the contractor or subcontractor. These trades employees shall not be considered employees of the State or as independent contractors. Therefore, the contractor and any of its subcontractors must provide all documentation related to these personnel with respect to their classification as employees. This documentation shall include salary, benefits and proper payroll deductions such as federal and state income taxes, disability and unemployment insurance and so forth.

3.01.4 All contractor's personnel assigned to State facilities shall wear a uniform supplied by the contractor bearing the contractor's logo or other company identification.

3.10.5 The contractor shall provide photo identification badges to each employee. Contractor's personnel and subcontractor personnel shall display a laminated picture identification on their person. The identification shall clearly display the individual's first and last names printed underneath the picture. The contractor's logo or subcontractor logo shall also appear on the picture side of the card. Any contractor's or subcontractor's employee reporting to work without company identification badge shall not be permitted to enter the building.

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

3.10.7 The contractor shall remove any trades employees who are in the opinion of the State, guilty of improper conduct or who are not qualified or needed to perform the work assigned to them. Examples of improper conduct include, but are not limited to: insobriety, sleeping on the job, insubordination, theft, tardiness or substandard performance. The State's Contract Manager or its representative may direct that the contractor replace offending personnel at once.

3.10.8 The State's Contract Manager may require the immediate replacement and removal from the work crew any employee who is identified as a potential threat to the health, safety, security, general well being or operational mission of the facility and its population.

3.11 FOREMAN REQUIREMENTS

Foreman requirements vary by trade and county. All foreman requirements are determined by DLWD's Division of Wage and Hour Compliance, Public Contracts Section. Each Using Agency shall determine if and when a foreman is required for that specific trade.

3.12 SECURITY CLEARANCES

3.12.1 As a condition of employment at any State facility and for purposes of determining a person's qualifications for employment, the contractor shall undertake a criminal history record background check for all its employees assigned to work at the State facilities pursuant to N.J.A.C. 13:59-1.1 et seq. The contractor shall bear the cost of the criminal history record background check. The contractor shall be responsible for insuring that employees have legal immigration status to be working in the United States.

3.12.2 The contractor shall follow all instructions for obtaining a criminal history record background check at www.njsp.org/about/serv/chrc.html. The contractor shall not permit any newly hired, rehired or transferred employee to work in any State facility until the results of the criminal history record background check has been furnished to the contractor. The contractor shall review the results of that criminal history record background check prior to assigning personnel.

3.12.3 The contractor shall retain the result of the individual's criminal history background check for as long as that individual is assigned to these State facilities. The results of the criminal history background check will be made available to the State Contract Manager upon request. Performance of such background checks with immigration law compliance shall be subject to periodic audits by State auditors. If the contractor has had a State Police background, criminal and fingerprinting check performed for an employee that satisfies the exact criteria specified above, the State Contract Manager may accept the results of the criminal history background check, provided that the check was performed during the contract period or no earlier than six (6) months prior to the contract start date.

3.13 PERMITS AND FEES

If necessary, the contractor shall be required to coordinate all necessary permits for projects with the DPMC Code Review Group. The contractor shall be reimbursed for the permit fees if such are required. Contractors will receive four percent (4%) of the total cost for all permits needed for a specific project, not to exceed \$150.00.

For example:

If the permit cost is \$1,000.00, the using agency will reimburse the contractor the \$1,000.00 plus a four percent (4%) administrative fee of \$40.00. That fee will cover all administrative costs associated with the permit process.

3.13.1 All permits must be prominently displayed in the premises.

3.14 CODES AND STANDARDS

All projects performed under this RFP shall comply with the latest editions of codes, laws, and ordinances of Federal, State and Local governing bodies and authorities having jurisdiction.

3.14.1 Permit and code inspections are performed by other regulating agencies. Therefore, the using agency cannot control these inspection schedules. The contractor will be responsible to schedule all necessary code inspections.

3.14.2 If permit or code violations are found in any work performed by the contractor, the contractor must correct all violations at no additional cost to the State.

3.15 PUBLIC WORKS CONTRACTOR REGISTRATION ACT

Public Works Contractor Registration Act – This act specifies that no contractor or subcontractor shall bid on, or engage in, any contract (or part thereof) for public work which is subject to the provisions of the (NJ Prevailing Wage Act), P.L. 1963, Chapter 150, for the construction,

reconstruction, demolition, alterations, repair or maintenance of a public building regularly open to and used by the general public or public institution and includes any subcontractor or lower tier subcontractor of a contractor unless they are registered with the Commissioner of Labor. For the purpose of the Public Works Contractor Registration Act, no pumping station treatment plant, or other facility associated with utility and environmental construction, reconstruction, demolition, alteration, repair or maintenance shall be regarded as a public building regularly open to and used by the general public or public institution.

All contractors and named subcontractors must have a valid public works certificate during the duration of the contract period.

NOTE:

Effective February 18, 1992 Regulation N.J.A.C. 12:60-2.1 and 6.1 of the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et. seq. requires that certified payroll records must be submitted to the public body, by all contractors and subcontractors, for each employee on the project within ten (10) days of the payment of wages. The public body shall receive, file and make available for inspection during normal business hours the certified payroll records.

3.16 PAYMENT

The contractor shall invoice for only those hours authorized and approved by the State Contract Manager. The contractor will be paid for hours that have been satisfactorily performed and properly authorized by the State Contract Manager.

3.16.1 The contractor shall be paid for each hour a trades employee spends at the facility, not for each hour additional equipment is operated.

3.16.2 The contractor shall be paid the upcharge rate awarded, over the current prevailing wage including supplemental benefits. The prevailing wage will be what is listed for the date the work is performed in the county it is completed.

3.16.3 This upcharge rate shall be all-inclusive, and be comprised of all direct and indirect costs including but not limited to: overhead, fee or profit, travel expenses, per diem, managerial/administrative/clerical support, safety equipment, supplies, tools, employee benefits, etc. This rate includes portal-to-portal expenses as well as per diem expense such as food.

For Example:

Plumber Journeyman, Regular time - Mercer County
Work performed on 11/28/11, wages are \$73.58/ hour
Contractor percentage upcharge is 15%
Total payment: \$84.62/hour

3.16.4 It shall be the responsibility of the contractor to make payments to their employee in accordance with the DLWD prevailing wage determination rate for the specific trade and county.

4.0 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 proposal.

Use of URLs in a proposal should be kept to a minimum and may not be used to satisfy any material term of an RFP. If a preprinted or other document included as part of the proposal contains a URL, a printed (or if a bid is submitted electronically, electronic) copy of the URL page shall be provided and will be considered as part of the proposal. Additional URLs on the copy of the URL page shall not be considered as part of the proposal unless a copy of those URL pages are also provided.

The forms discussed herein and required for submission of a proposal in response to this RFP are available on the web at
<http://www.state.nj.us/treasury/purchase/bid/summary/12x22096.shtml>
unless noted otherwise.

4.2 PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a proposal must arrive at the Division in accordance with the instructions on the RFP signatory page accompanying this RFP. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of proposals. **State regulation mandates that late proposals are ineligible for consideration. THE EXTERIOR OF ALL PROPOSAL PACKAGES ARE TO BE LABELED WITH THE PROPOSAL IDENTIFICATION NUMBER AND THE FINAL PROPOSAL OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 EBID VS. NON-EBID SUBMISSION INSTRUCTION

4.3.1 EBID SUBMISSION OF PROPOSAL

If the bidder is submitting an eBid proposal, hard copy submission is not required. Instructions detailing how to enroll in and submit an eBid are available on the web at <https://wwwnet1.state.nj.us/treasury/dpp/ebid/>. If the bidder submits both an eBid and a hard copy of the bidder's proposal, the eBid proposal will prevail in the event of a discrepancy between the electronic and paper versions.

When submitting an eBid, do not use any symbols (i.e., #, @, \$, &, *) in the filename. In addition, the bidder should name each converted PDF electronic file and folder as follows:

Submittals as required in Section 4.4.3:

- Organization Information
Include organization charts, trade categories, location of bidder's office
- Mobilization Plan
- Experience
Include comprehensive list of contracts of similar size and scope
- Licenses
Copy of electrical contractor's license, copy of Public Works Registration

4.3.2 NON-EBID SUBMISSION

The bidder must submit the following proposal copies:

One (1) complete ORIGINAL proposal, clearly marked as the "ORIGINAL" proposal.

One (1) complete and exact copy, clearly marked "COPY".

Copies are necessary in the evaluation of the proposal and for record retention purposes. 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. The bidder should make and retain a copy of its proposal.

4.4 PROPOSAL CONTENT

4.4.1 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED WITH PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete, including signature of an authorized representative of the bidder, and submit the Signatory Page accompanying this RFP. 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 proposal.

4.4.1.1.1 MACBRIDE PRINCIPLES CERTIFICATION

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

By signing the RFP Signatory Page, or by entering its PIN if submitting an eBid proposal, the bidder/offeree is automatically certifying that either:

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

A bidder/offeree electing not to certify to the MacBride Principles must nonetheless sign the RFP Signatory Page AND must include, as part of its proposal, a statement indicating its refusal to comply with the provisions of this Act.

4.4.1.1.2 NO SUBCONTRACTOR CERTIFICATION

For a proposal that does NOT include the use of any subcontractors, by signing the RFP Signatory Page, or by entering a PIN if submitting an eBid proposal, the bidder is *automatically* certifying that:

1. In the event the award is granted to bidder's firm and the bidder later determines at any time during the term of the contract to engage subcontractors to provide certain goods and/or services, pursuant to Section 5.8 of the State of NJ Standard Terms and Conditions, the bidder will submit a Subcontractor Utilization Plan form for approval to

the Division of Purchase and Property in advance of any such engagement of subcontractors.

2. If the contract is a small business subcontracting set-aside, the bidder certifies that in engaging subcontractors, it will make a good faith effort to achieve the subcontracting set-aside goals, and will attach to the Subcontractor Utilization Plan documentation of such efforts in accordance with N.J.A.C. 17:13-4 et seq.

4.4.1.1.3 NON-COLLUSION

By submitting a proposal, the bidder certifies as follows:

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

4.4.1.1.4 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION

The Treasurer has established a business ethics guide to be followed by State contractors in their dealings with the State. The guide provides further information about compliance with Section 2.8 of the State of New Jersey Standard Terms and Conditions. The guide can be found at: http://www.state.nj.us/treasury/purchase/ethics_guide.shtml

By signing the RFP signatory page, or by entering a pin if submitting an e-bid proposal, the bidder is automatically certifying that it has read the guide, understands its provisions and is in compliance with its provisions.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

Pursuant to N.J.S.A. 52:24.2, in the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the proposal. Failure to submit the form will preclude the award of a contract.

4.4.1.3 DISCLOSURE OF INVESTIGATIONS AND ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current

status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form for this purpose.

4.4.1.4 SUBCONTRACTOR UTILIZATION PLAN

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

4.4.1.5 SMALL BUSINESS REGISTRATION FOR SET-ASIDE CONTRACTS

Not applicable to this procurement.

4.4.1.6 BID SECURITY

Not applicable to this procurement.

4.4.1.7 PRICING

The bidder must submit its pricing on the State supplied Price Sheet/Schedule and supply any additional pricing information as directed in RFP Section 4.4.5.

4.4.1.8 PUBLIC WORKS CONTRACTOR REGISTRATION

At the time of the bid due date, the bidder and the subcontractors must be registered in accordance with the "The Public Works Contractor Registration Act (PWCRA) N.J.S.A. 34:11-56.48 et seq.) This registration is required for the various trade categories required to perform work as listed herein.

Questions regarding Public Works Contractor Registration, Department of Labor and Workforce Development registration should be addressed to:

Contractor Registration
New Jersey Department of Labor and Workforce Development
Division of Wage and Hour Compliance
PO Bo 369 Trenton, NJ 08625-0389
Tel. 609-292-9464
Fax: 609-633-8591

For additional information the following web site should be checked:

<http://www.state.nj.us/labor/lse/lspubcon.html>

NOTE: All bidders, their named dealers and subcontractors must provide proof of registration with Public Works ON THE DATE OF BID OPENING.

4.4.2 FORMS REQUIRED BEFORE CONTRACT AWARD AND THAT SHOULD BE SUBMITTED WITH THE PROPOSAL

4.4.2.1 BUSINESS REGISTRATION

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

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

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

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

4.4.2.2 SERVICES SOURCE DISCLOSURE CERTIFICATION FORM

Pursuant to N.J.S.A. 52:34-13.2, prior to an award of contract, the bidder is required to submit a completed source disclosure form. The bidder's inclusion of the completed Services Source Disclosure Form with the proposal is requested and advised. Refer to RFP Section 7.1.2 for additional information concerning this requirement.

4.4.3 SUBMITTALS

The bidder **MUST** submit the following information with the bid proposal:

- Organization chart, with names showing management, supervisory and other key personnel to be assigned to this contract. The chart shall include each trade category with total number of employees available per trade category (plumber, carpenter, etc) and also title (journeyman, foreman, etc).
- Copy of electrical contractor license
- Mobilization Plan - Bidder must submit a plan and timetable to demonstrate how the bidder will have the contract up and operational from the date of notification of award without any interruption of current services.
- Location of the bidder's office that will be responsible for management of the contract. Including the telephone number and name of the individual to contact.
- Comprehensive list of contracts of similar size and scope that have been successfully completed, as evidence of the bidder's ability to successfully complete the services required in this RFP.

4.4.3.1 BIDDER EXPERIENCE

The bidder should complete ALL the information requested on the Bidder Data Sheet Form attached to this RFP so that the State is able to make a sound business judgment regarding the bidder's experience and capability to perform the contract to the State's satisfaction.

The State may require a bidder to provide additional information or documentation within five (5) days of request by the State.

4.4.4 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 which 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 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. A bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with the proposal.

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

4.4.5 PRICE SCHEDULE/SHEET

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

4.4.5.1 DELIVERY COSTS

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

F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial

shipments made at contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.

4.4.5.2 C.O.D. TERMS

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

4.4.5.3 CASH DISCOUNTS

Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest proposal.

- a. Discount periods shall be calculated starting from the next business day after the using agency has accepted the goods or services, received a properly signed and executed invoice and, when required, a properly executed performance security, whichever is latest.
- b. The date on the check issued by the State in payment of that invoice shall be deemed the date of the State's response to that invoice.

4.4.6 COOPERATIVE PURCHASING

The bidder should complete the Cooperative Purchasing Form indicating willingness or unwillingness to extend State contract pricing and terms to Cooperative Purchasing partners.

4.4.7 PRICE SHEETING INSTRUCTIONS

4.4.7.1 Bidders are to submit a percentage upcharge rate for each trade category. This upcharge rate will be added to the DLWD prevailing total wage rates (wages and benefits) for payment purposes. Prices submitted for the overhead must be in percentage form, not a dollar amount.

It is also noted that the prevailing wage rates as cited do not include FICA, Workers Compensation, SUI, insurance, profits, administrative costs, etc. These costs should be factored into the upcharge rates.

4.4.7.2 For purposes of this RFP, the State of New Jersey has been divided into three (3) regions as follows: Northern Region, Central Region and Southern Region. Bidders must bid on an entire region and must be willing and able to service the entire region they bid. Bidders may submit proposals for the Northern, Central or Southern Regions or any combination thereof.

Bid proposals submitted for less than an entire region will be rejected as non responsive. Bidders are not permitted to bid on individual counties.

The bidder does not have to bid all three regions in order to be considered for award. However, consideration may be given for one Statewide award, price and other factors considered.

4.4.7.3 Bidders are to submit a percentage discount or markup for all supplies and repair parts. Mark-ups cannot exceed ten percent (10%) above the contractor's cost. Any bidder who offers a mark-up of more than 10% will be deemed non-responsive and therefore, not be eligible for contract award.

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, addenda to this RFP, the contractor's proposal, any best and final offer 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 State of NJ Standard Terms and Conditions accompanying this RFP.

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

In the event of a conflict between the provisions of this RFP, including any addendum to this RFP, and the bidder's 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 accompanying this RFP. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

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

5.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than one-hundred twenty (120) 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

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.

If it becomes necessary for the contractor to substitute any management, supervisory or key personnel, the contractor shall 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 substitute(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

5.7 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 thirty (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 Contract, 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 proposal. Otherwise, the language in the first paragraph of this section prevails. If the bidder identifies such intellectual property ("Background IP") in its 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.

5.8 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.

5.9 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.

5.10 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 proposal.

5.11 CLAIMS AND REMEDIES

5.11.1 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.

5.11.2 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.

5.11.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State of NJ Standard Terms and Conditions, authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

5.12 LATE DELIVERY

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

5.13 RETAINAGE

The amount of retainage is noted on the RFP signatory page accompanying this RFP. The using agency shall retain the stated percentage of each invoice submitted. At the end of each three (3) month period, the using agency shall review the contractor's performance. If performance has been satisfactory, the Using Agency shall release 90% of the retainage for the preceding three (3) month period. Following certification by the State Contract Manager that all services have been satisfactorily performed the balance of the retainage shall be released to the contractor.

5.14 ADDITIONAL WORK AND/OR SPECIAL PRODUCTS

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 proposal submitted in response to this RFP. Whenever possible, the price schedule should be a firm, fixed price to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the contractor in its original 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 and NJOIT.

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.

5.15 CONTRACT ACTIVITY REPORT

Contractor(s) must provide, on a calendar quarter basis, to the assigned Division representative, a record of all purchases made under the contract resulting from this RFP. This reporting requirement includes sales to State using agencies, political sub-divisions thereof and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, independent institutions of higher education, state and county colleges and quasi-state agencies. Quasi-state agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

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

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

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement for information. Failure to report this mandated information may be a factor in future award decisions.

Contractors must submit the required information in Microsoft Excel format.

5.16 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Sections 5.8 and 5.9 of the State of NJ Standard Terms and Conditions accompanying this RFP.

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.

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 proposal.

5.17 ELECTRONIC PAYMENTS

With the award of this contract, the successful vendor(s) will be required to receive their payment(s) electronically. In order to receive your payments via automatic deposit from the State of New Jersey, complete and return the "Credit Authorization Agreement for Automatic Deposits (ACH Credits)" Form with an **original voided check or bank letter**. The form must include ABA number (routing or transit number), bank account number and if the bank account is a checking or savings account. The form and instructions are located on the Office of Management & Budget's website at: <http://www.state.nj.us/treasury/omb/forms/index.shtml>. The completed form along with the required voided check or bank letter should be mailed or faxed to: Department of the Treasury, Office of Management and Budget, PO Box 221, 6TH Floor – Room 674, Trenton, N.J. 08625-0221; fax: (609)-984-5210. To assist in identifying payments, the State offers vendors access to the Vendor Payment Inquiry web application (VPI) which offers check stub information online. Contact the State of New Jersey at AAIUNIT@treas.state.nj.us to request access to this application.

6.0 PROPOSAL EVALUATION

6.1 RIGHT TO WAIVE

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

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

6.2 DIRECTOR'S RIGHT OF FINAL PROPOSAL ACCEPTANCE

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

6.3 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES

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

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

6.4 STATE'S RIGHT TO REQUEST FURTHER INFORMATION

The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the bidder's financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain, in detail, how the proposal price was determined.

6.5 ORAL PRESENTATION AND/OR CLARIFICATION OF PROPOSAL

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

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

The bidder may be required to give an oral presentation to the State concerning its proposal.

Bidders may not attend the oral presentations of their competitors.

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

6.6 EVALUATION CRITERIA

The following criteria will be used to evaluate all bid proposals that meet the requirements of this RFP. The criteria are not necessarily listed in order of importance:

- a) Price shall include evaluation of upcharge rates and supply mark-up/discount rates based on a price evaluation model.
- b) Documented experience of the bidder and overall ability of the bidder to undertake and successfully provide trades employees for that specific region.
- c) The bidder's past performance under similar contracts, including if applicable, the Division's vendor performance database.
- d) Required licenses and registrations

6.6.1 BIDDER'S PRICE SCHEDULE

For evaluation purposes, bidders will be ranked according to the total proposal price located on the Price Sheet/Schedule accompanying this RFP.

6.6.2 PROPOSAL DISCREPANCIES

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

6.6.3 EVALUATION OF THE PROPOSALS

After the Evaluation Committee completes its evaluation, it recommends to the Director for award the responsible bidder(s) whose 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 and makes a recommendation to the Director. The Director may accept, reject or modify the recommendation of the Evaluation Committee. Whether or not there has been a negotiation process as outlined in Section 6.7 below, the Director reserves the right to negotiate price reductions with the selected bidder.

6.7 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

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

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

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

After evaluation of proposals and as applicable, negotiation(s) and/or BAFO(s), the Division will recommend, to the Director, the responsible bidder(s) whose proposal(s), conforming to the RFP, is/are most advantageous to the State, price and other factors considered. The Director may accept, reject or modify the recommendation of the Division. The Director may initiate additional negotiation or BAFO procedures with the selected bidder(s).

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

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

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

6.8 COMPLAINTS

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

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

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

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

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the means of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Division’s website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee for completion and submission to the Division with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Division Procurement Specialist, the Certification and Disclosure(s) within five (5) business days of the State’s request. Failure to submit the required forms will preclude award of a contract under this 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 Division’s website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

7.1.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to N.J.S.A. 52:34-13.2, 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. Also refer to Section 3.6 Service Performance Within U.S. of the State of NJ Standard Terms and Conditions.

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 accompanies the subject RFP. 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 or her certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

7.1.2.1 BREACH OF CONTRACT

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. Such contract shall be subject to termination for cause pursuant to Section 5.7b.1 of the State of NJ Standard Terms and Conditions, unless such shift in performance was previously approved by the Director and the Treasurer.

7.1.3 AFFIRMATIVE ACTION

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

7.1.4 BUSINESS REGISTRATION

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

7.2 FINAL CONTRACT AWARD

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

7.4 PERFORMANCE SECURITY

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 e-mail 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 of the Contract 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 cannot resolve a dispute with contract users.