



Request for Proposal 14-X-23019

For: Water Damage Restoration Services Statewide

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	01/30/14	5:00 PM
Mandatory/Optional Pre-Proposal Conference	Not Applicable	
Mandatory/Optional Site Visit	Not Applicable	
Proposal Submission Date (Refer to RFP Section 1.3.2 for more information.)	02/20/14	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.

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

RFP Issued By

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

Using Agency

State of New Jersey
Cooperative Purchasing Members

Date: January 10, 2014

Table of Contents

1.0 INFORMATION FOR BIDDERS	5
1.1 PURPOSE AND INTENT	5
1.2 BACKGROUND	5
1.3 KEY EVENTS	5
1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD	5
1.3.2 SUBMISSION OF PROPOSAL	6
1.3.3 ELECTRONIC BIDDING (EBID)	6
1.3.4 ELECTRONIC SIGNATURES	7
1.3.5 MANDATORY/OPTIONAL SITE VISIT	7
1.3.6 MANDATORY/OPTIONAL PRE-PROPOSAL CONFERENCE	7
1.4 ADDITIONAL INFORMATION	7
1.4.1 ADDENDA: REVISIONS TO THIS RFP	7
1.4.2 BIDDER RESPONSIBILITY	7
1.4.3 COST LIABILITY	7
1.4.4 CONTENTS OF PROPOSAL	8
1.4.5 PROPOSAL SUBMISSION	8
1.4.6 PRICE ALTERATION IN HARD COPY PROPOSALS	8
1.4.7 PROPOSAL ERRORS	8
1.4.8 JOINT VENTURE	9
1.4.9 RECIPROCITY FOR JURISDICTIONAL BIDDER PREFERENCE	9
1.4.10 PROPOSAL ACCEPTANCES AND REJECTIONS	10
2.0 DEFINITIONS	11
2.1 GENERAL DEFINITIONS	11
2.2 CONTRACT-SPECIFIC DEFINITIONS/ACRONYMS	12
3.0 SCOPE OF WORK	15
3.1 GENERAL	15
3.2 ENGAGEMENT PROCESS	15
3.3 REGIONS	16
3.4 ESTIMATES	16
3.5 TASKS	16
3.5.1 GENERAL	16
3.5.2 ELECTRICAL/POWER SOURCE FOR EQUIPMENT	17
3.5.3 IMPACTED BUILDING MATERIAL	17
3.5.4 MOLD	18
3.5.5 DOCUMENT PRESERVATION	18
3.5.6 HVAC EQUIPMENT	18
3.5.7 POTENTIAL ASBESTOS CONTAINING MATERIAL	19
3.5.8 WATER DISPOSAL	19
3.5.9 OTHER DISPOSAL	19
3.6 SERVICE HOURS	19
3.7 SITE MEETINGS/COMMUNICATION	19
3.8 PERSONNEL CATEGORIES	19
3.9 QUALIFICATIONS & REQUIREMENTS FOR THE CONTRACTOR/SUBCONTRACTORS	20
3.9.1 GENERAL	20
3.9.2 PROJECT MANAGER	20
3.9.3 SUPERVISOR	20
3.9.4 TECHNICIAN	20
3.9.5 LABORER	20
3.10 SECURITY	21
3.11 OSHA/HEALTH & SAFETY	21
3.12 DELIVERABLES	21
3.13 REPORTS/FORMS	21
3.13.1 DAILY PERSONNEL REPORT	21

3.13.2 DAILY ON-SCHEDULE EQUIPMENT/MATERIAL AND SERVICES REPORT	21
3.13.3 DAILY OFF-SCHEDULE EQUIPMENT/MATERIAL AND SERVICES REPORT	22
3.14 REPAIRS TO BUILDINGS POST WATER EXTRACTION	22
3.15 WORK STOPPAGE ORDER/SUSPENSION OF WORK	22
3.16 PERFORMANCE STANDARDS	22
3.17 PRICES AND PAYMENTS	23
3.17.1 FORM OF COMPENSATION	23
3.17.2 PROCEDURES FOR PAYMENT	24
3.18 PUBLIC WORKS	24
4.0 PROPOSAL PREPARATION AND SUBMISSION	26
4.1 GENERAL	26
4.2 PROPOSAL DELIVERY AND IDENTIFICATION	26
4.3 EBID VS. NON-EBID SUBMISSION INSTRUCTION	26
4.3.1 EBID SUBMISSION OF PROPOSAL	26
4.3.2 NON-EBID SUBMISSION OF PROPOSAL	26
4.4 PROPOSAL CONTENT	27
4.4.1 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED WITH PROPOSAL	27
4.4.2 FORMS REQUIRED BEFORE CONTRACT AWARD AND THAT SHOULD BE SUBMITTED WITH THE PROPOSAL	30
4.4.3 TECHNICAL PROPOSAL	31
4.4.4 ORGANIZATIONAL SUPPORT AND EXPERIENCE	32
4.4.5 PRICE SCHEDULE/SHEET	34
4.4.6 DELIVERY COSTS	36
4.4.7 C.O.D. TERMS	36
4.4.8 CASH DISCOUNTS	36
4.5 COOPERATIVE PURCHASING	36
5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS	37
5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS	37
5.2 CONTRACT TERM AND EXTENSION OPTION	37
5.3 CONTRACT TRANSITION	37
5.4 CONTRACT AMENDMENT	37
5.5 CONTRACTOR RESPONSIBILITIES	37
5.6 SUBSTITUTION/REMOVAL OF STAFF	38
5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)	38
5.8 OWNERSHIP OF MATERIAL	39
5.9 SECURITY AND CONFIDENTIALITY RELATED TO INFORMATION TECHNOLOGY	39
5.10 NEWS RELEASES	39
5.11 ADVERTISING	39
5.12 LICENSES AND PERMITS	39
5.13 CLAIMS AND REMEDIES	40
5.13.1 CLAIMS	40
5.13.2 REMEDIES	40
5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS	40
5.14 LATE DELIVERY	40
5.15 RETAINAGE	40
5.16 ADDITIONAL WORK AND/OR SPECIAL PROJECTS	40
5.17 MODIFICATIONS AND CHANGES TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS	41
5.18 CONTRACT ACTIVITY REPORT	41
5.19 ELECTRONIC PAYMENTS	41
5.20 PROGRAM EFFICIENCY ASSESSMENT	41
6.0 PROPOSAL EVALUATION	42
6.1 RIGHT TO WAIVE	42
6.2 DIRECTOR'S RIGHT OF FINAL PROPOSAL ACCEPTANCE	42
6.3 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES	42
6.4 STATE'S RIGHT TO REQUEST FURTHER INFORMATION	42

6.5 PROPOSAL EVALUATION COMMITTEE	42
6.6 ORAL PRESENTATION AND/OR CLARIFICATION OF PROPOSAL.....	42
6.7 EVALUATION CRITERIA	43
6.7.1 TECHNICAL EVALUATION CRITERIA	43
6.7.2 TECHNICAL PROPOSAL SCORE AND COST REASONABLENESS.....	43
6.7.3 PROPOSAL DISCREPANCIES	43
6.7.4 EVALUATION OF THE PROPOSALS	44
6.8 NEGOTIATION AND BEST AND FINAL OFFER (BAFO).....	44
6.9 COMPLAINTS	45
7.0 CONTRACT AWARD	46
7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD	46
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 NO. 134) AND EXECUTIVE ORDER NO. 117 (2008)	46
7.1.2 SOURCE DISCLOSURE REQUIREMENTS.....	46
7.1.4 BUSINESS REGISTRATION	47
7.2 FINAL CONTRACT AWARD	47
7.3 INSURANCE CERTIFICATES	47
7.4 PERFORMANCE SECURITY	47
8.0 CONTRACT ADMINISTRATION.....	48
8.1 CONTRACT MANAGER	48
8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES.....	48
8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER	48

1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Procurement Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the State of New Jersey. The purpose of this RFP is to solicit proposals for Water Damage Restoration Services.

For contract and bidding purposes the State is divided into three (3) regions: North, Central and South.

The intent of this RFP is to award up to four (4) Contractors per region to those responsible bidders whose bid 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. An award of a contract does not guarantee an engagement to perform work.

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 contracts 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 4.5 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.

1.2 BACKGROUND

The State of New Jersey owns and leases multiple properties and buildings. Water infiltration and/or damage are cause for concern. Water infiltration and/or water damage can occur at any time and for many reasons, including but not limited to, leaking pipes or plumbing and natural events such as hurricanes and floods. Water damage restoration services may be necessary should water infiltration occur.

Due to the lack of a prior water damage restoration service contract, the State does not have contract usage data to project usage of the contracts resulting from this RFP. The State does have limited non-contract spend data for a few projects, with varying scopes of work, for 2011 and 2012. Four (4) projects serviced by different vendors had costs of approximately \$14,000.00, \$16,500.00, \$41,000.00, and \$59,000.00.

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 Procurement 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
PROCUREMENT 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 Procurement 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 Proposal Training Sessions:

Online electronic proposal 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 ELECTRONIC SIGNATURES

Bidders submitting proposals through the eBid system may sign the following forms electronically by typing the name of the authorized signatory in the "Signature" block as an alternative to downloading, physically signing the form, scanning the form and uploading the form to the eBid system:

- a. Ownership Disclosure Form;
- b. Disclosure of Investigations and Other Actions Involving Bidder Form; and
- c. Disclosure of Investment Activities in Iran Form.

This practice applies only to proposals submitted through the eBid system and the forms listed above. Both electronic signatures and scanned physical signatures will be accepted, provided that the forms are otherwise properly completed.

1.3.5 MANDATORY/OPTIONAL SITE VISIT

Not applicable to this RFP.

1.3.6 MANDATORY/OPTIONAL PRE-PROPOSAL CONFERENCE

Not applicable to this RFP.

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

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

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, 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 the proposal submission 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

Proposals 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 the proposal submission opening, all information submitted by bidders in response to a proposal 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 a 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 Signatory Page 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 SUBMISSION

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 PROPOSAL ERRORS

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

A bidder may request that its proposal be withdrawn prior to the proposal submission opening. Such request must be made, in writing, to the Supervisor of the Proposal 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 submission and at the place specified.

If, after the proposal submission 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 Proposal 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 the proposal submission 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 proposals.

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

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

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, Disclosure of Investment Activities in Iran 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 the 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 submission date. Written evidence for a specific procurement that is not provided to the Director within five (5) working days of the public proposal submission date 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 proposal specifications and N.J.A.C. 17:12-2.2 which defines causes for automatic proposal 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 proposals 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 Rate – A rate comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, salaries, travel, mobilization and demobilization, general and administrative support, computer usage, office supplies, safety equipment, personal protective equipment, managerial support and all documents, forms and reproductions thereof. This rate also includes portal to portal expenses.

Amendment – An alteration or modification of the terms of a contract between the State and the Contractor(s). An amendment is not effective until it is signed by the Director or Deputy 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 – Not applicable to this RFP.

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 material requirement will result in the rejection of a proposal as non-responsive.

Should – Denotes that which is recommended, not mandatory.

Small business – Pursuant to N.J.A.C. 17:13-1.2, "small business" means a business that meets the requirements and definitions of "small business" and has applied for and been approved by

the New Jersey Division of Revenue, Small Business Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one of the three following categories: (A) 0 to \$500,000 (Category I); (B) \$500,001 to \$5,000,000 (Category II); and (C) \$5,000,001 to \$12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III).

State – State of New Jersey.

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

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

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.

Task – A discrete unit of work to be performed.

Transaction - The payment or remuneration to the contractor for services rendered or products provided to the State pursuant to the terms of the contract, including but not limited to the following: purchase orders, invoices, hourly rates, firm fixed price, commission payments, progress payments and contingency payments.

Using Agency[ies] – A State department or agency, a quasi-State governmental entity, or a Cooperative Purchasing Program participant, authorized to purchase products and/or services under a contract.

2.2 CONTRACT-SPECIFIC DEFINITIONS/ACRONYMS

ANSI – American National Standards Institute

ASD – Applied Structural Drying – a type of IICRC certification.

Daily Labor Reports – A form completed daily at the site that is co-signed by both the contractor's representative and the State On-Scene Coordinator (OSC) that indicates the name, classification, hours worked, and labor rate for each personnel.

Daily On-Schedule Equipment And Services Report - A form completed daily at the site that is co-signed by both the State OSC and the contractor's representative that describes the on-schedule equipment/service provided, the quantity or units of the item, the supplier/subcontractor for equipment, materials or services supplied and the cost. This form is used for all items for which there is a price line on the price schedule.

Daily Off-Schedule Equipment And Services Report - A form completed daily at the site that is co-signed by both the State OSC and contractor's representative that describes off-schedule equipment/service provided, the quantity or units of the item, the supplier/subcontractor for equipment, materials or services supplied and the cost. This form is used for all items for which there is no line on the price schedules.

Demobilization - The removal of material, personnel and equipment from a site.

DPMC – Division of Property Management and Construction. A division within the NJ Department of the Treasury.

Emergency - Any situation or circumstance which presents a substantial risk or imminent damage to the public health, welfare, or to the environment or any situation designated as an emergency.

Engagement – A site specific project performed by a contractor. See Section 3.0 of this RFP for a description of the method DPMC will use to engage a contractor to perform a site specific project.

IICRC – Institute of Inspection, Cleaning and Restoration Certification – a certifying body.

Material Safety Data Sheet – MSDS – is intended to provide workers and emergency personnel with procedures for handling or working with that substance in a safe manner, and includes information such as physical data, storage, disposal, protective equipment, and spill-handling procedures.

Mobilization - The movement of material, personnel and equipment to the site.

Normal Business Hours - are defined as Monday through Friday, between the hours of 8:00 AM and 5:00 PM Eastern Time (ET), exclusive of State holidays as provided at the following URL: [The Official Web Site for the State of New Jersey | State Holidays](#)

Off-Schedule Equipment/Service - Items that do not have a price line on the price schedule.

On-Scene Coordinator (OSC) - The New Jersey State employee assigned the overall management and coordination duties involving all aspects of a specific engagement. This person engages contractors, ensures contractor compliance with contract provisions, prepares daily work reports and certifies that work is complete. For Cooperative Purchasing Partners, this term will mean the employee of the entity requesting the work.

On-Schedule Equipment /Service – Items that have a price line on the price schedule.

OSHA – Occupation Safety & Health Administration.

Site - The work area defined by the emergency situation (generally, the area described at the time of engagement and the immediate vicinity thereof).

Unit Price - A price per specified unit of measure for individual line items bid on the Price Schedules which shall incorporate all associated costs.

Water Damage Categories

Category 1 or Clean Water - Water that is generally considered sanitary or clean and is not likely to pose major health risks.

Category 2 or Gray Water – Water that is not clean due to the nature of its source or because of neglect. For example, if a toilet overflows, the resulting water would be considered gray because of its source.

Category 3 or Black Water – Water that is contaminated. Such water is often a result of natural disasters or sewage damage. Black water can include things such as raw sewage, bacteria, fuel, chemicals, pesticides, microbes etc. and most likely will have a foul smell.

Water Damage Classes – The amount and type of equipment needed to dry the area/structure is determined by the probable rate of evaporation based on the type of materials affected, or wet, in the room or space that was flooded:

Class 1 – Minor extraction required and few if any materials affected. Quickest drying time;

Class 2 – Entire space, or room, flooded with wicking less than two (2) feet up walls;

Class 3 – Usually designates flooding from above. Ceiling and walls saturated above the two (2) foot level. Heavy extraction required; and

Class 4 – Unique or Specialty drying situations.

Water Damage Restoration – The process of restoring a property back to pre-loss conditions after sustaining any level of water damage.

WRT – Water Damage Restoration – a type of IICRC certification.

3.0 SCOPE OF WORK

3.1 GENERAL

This section defines the services that are needed to address water intrusion and water damage. As part of these services, the Contractors shall provide skilled and experienced personnel and project management to implement, manage, and operate restoration measures.

The State of New Jersey does not have regulations that dictate procedures for water damage restoration, however, the Institute of Inspection, Cleaning and Restoration Certification (IICRC) has a publication entitled "ANSI/IICRC S500 Standard and Reference Guide for Professional Water Damage Restoration (2006)" <http://www.iicrc.org/standards/iicrc-s500/>, which provides a specific set of practical standards for water damage restoration. The Contractors shall perform all work under this contract to meet industry standards unless otherwise approved by the State Contract Manager in advance of the work.

In accordance with N.J.A.C. 12:100-13 [Public Employees Occupational Safety & Health Program (PEOSH)], employers (in this case, the State of New Jersey) are required to promptly abate wet building materials and eliminate the source of the water.

The Contractors must provide all services to handle water as described in Section 2.2 of the RFP for Water Damage Categories one (1), two (2), and three (3) and as described in Water Damage Classes one (1), two (2), three (3), and four (4).

Unless otherwise requested by the State Contract Manager, the Contractors shall provide all personnel, materials, equipment, and services specified in this scope of work, on the price sheets, or elsewhere in the contract that are needed to perform work.

3.2 ENGAGEMENT PROCESS

The Using Agency can select service from **ANY** of the Contractors awarded the contract in the geographic region where service is needed but must solicit all of them initially.

For each project identified, the Using Agency will contact the Contractor and present a brief summary of the project, the anticipated work and any schedule requirements, if applicable.

The Using Agency will provide as much information as possible about the site situation such as;

- a. Address/location of site;
- b. Agency requesting the work;
- c. Identity and phone number of the on-scene coordinator;
- d. The category of water;
- e. Estimated amount of water released; and
- f. Size and type of impacted materials such that the contractor can deploy the appropriate Personnel, equipment and materials.

The Using Agency and the Contractor will determine the total personnel hours, equipment, materials and services required for each site specific project engagement at the time of the project notification.

The Contractor shall inform the Using Agency/State of any issues such as; scheduling

conflicts, time constraints or insufficient manpower on the Contractors part that would cause them to decline the engagement when contacted by the State.

If all Contractors in the particular region requested are unable accept the engagement, the State reserves the right to offer the engagement to a Contractor in one of the other regions.

To accomplish a timely engagement schedule, each site specific project will be engaged at the State's option on either a task by task basis through purchase order (s) or the Contractor may be given a purchase order at the start of the project with not to exceed budgets.

The Contractor shall respond to the site location within two (2) hours of accepting an engagement.

3.3 REGIONS

For purposes of this RFP the State has been divided into the following regions as follows:

NORTH REGION	CENTRAL REGION	SOUTH REGION
Bergen	Hunterdon	Atlantic
Essex	Mercer	Burlington
Hudson	Middlesex	Camden
Morris	Monmouth	Cape May
Passaic	Ocean	Cumberland
Sussex	Somerset	Gloucester
Union		Salem
Warren		

The Contractor shall service all counties within a region for which it is awarded.

3.4 ESTIMATES

The Using Agency may request a Contractor to provide a written and signed work estimate for potential services prior to engagement. If so requested, the Contractor shall provide a Not-to-Exceed estimate within 24 hours.

The Using Agency may also request an engaged Contractor to provide a work estimate for the replacement of building materials.

The Contractor shall provide all work estimates/quotes at no cost to the Using Agency. If requested, the Contractor shall provide a work estimate that includes tasks and services, restoration methods, anticipated time to perform the tasks and services and anticipated costs.

3.5 TASKS

3.5.1 GENERAL

In general, Using Agency employees (authorized personnel) may be responsible for the following tasks:

- a. turn the applicable utilities (gas, electric etc.) off;
- b. locate and identify the source of the water infiltration;
- c. stop the flow of water if applicable;
- d. start removing standing water if feasible;
- e. determine if structural damage is present;
- f. contact the Department of the Treasury, Office of Risk Management, if applicable.

The Contractor shall be responsible for one (1) or more of the following tasks:

- g. water extraction;
- h. dehumidification and drying;
- i. treatment of (clean, disinfect and deodorize) the structure walls and floors, if applicable;
- j. assist State personnel in determining the fate of the impacted building material;
- k. disposal of extracted water;
- l. removal and disposal of impacted building material;
- m. replacement of impacted building material;
- n. mold, mildew and/or fungus remediation if encountered during the Contractor's remediation activities if directed by the State OSC; and
- o. drying of documents if requested.

The Contractor may be required to explore potential migration pathways of the water and remediate the water- traveled pathways.

The State relies on the expertise and experience of the Contractor to provide the necessary technical expertise to successfully abate the damage resulting from water filtration. For all State of New Jersey projects, the Contractor shall function with direct oversight from the State OSC in coordination with building management personnel.

If mold is discovered after Contractor remediation activities are deemed complete, the State may engage a separate Contractor for mold abatement.

3.5.2 ELECTRICAL/POWER SOURCE FOR EQUIPMENT

The Contractor shall coordinate with the OSC/Using Agency to ensure sufficient power is available for its equipment or for power restoration.

3.5.3 IMPACTED BUILDING MATERIAL

The Contractor may remediate impacted building material such as carpet, carpet padding, sheetrock and wood as directed by the Using Agency. Services will include, but not limited to the following:

- a. drying in place;
- b. drying in a remote location of the site;
- c. removing and drying off-site;
- d. treatment and steam cleaning; and/or
- e. discarding the impacted material.

The Contractor shall use appropriate moisture measuring devices to determine the dryness of the material. The Contractor shall delineate the extent of water damage. The remedial solution(s) will be determined jointly between the Contractor and the Using Agency. The decision as to which remedy or combination of remedies to use shall be based on factors, including, but not limited to; cost, health and safety, the duration that the material was wet, and the type of water damage (water damage category).

Once all building material is completely dried, treated, and cleaned, the Contractor shall vacuum existing carpeting with a high-efficiency particulate air (HEPA) filter containing vacuum.

The Contractor shall dry, treat with a biocide, and wipe clean with water, non-porous surfaces that were impacted by water.

The Contractor shall facilitate drying for porous surfaces that were impacted by water. If an impacted area cannot be isolated and/or employees relocated, the Contractor shall not conduct chemical treatment during normal business hours. The Contractor shall submit the Material Safety Data Sheets (MSDS) for all chemical treatment products to the Using Agency for approval and posting prior to application. Where possible, the Contractor shall use Environmentally Preferable Products (EPP) for cleaning and disinfecting in accordance with New Jersey Executive Order #76. Information regarding Executive Order #76 may be found at the following web address:

<http://www.state.nj.us/infobank/circular/eoc76.htm>

The Contractor shall leave all areas dry and visibly free from debris.

3.5.4 MOLD

If visible mold growth is discovered during restoration activities, the Contractor shall immediately notify the Using Agency's OSC. The Contractor, in conjunction with the OSC, shall determine the removal method based on the amount of mold growth and type of material. The OSC shall also determine whether to direct the Contractor (or its approved subcontractor) to perform the mold remediation, or to have the mold remediation performed by another Contractor, depending on the severity of the damage. All subcontractors performing mold remediation in a State owned building must be classified by DPMC in Microbial Remediation (classification code C103).

The OSC may also direct the Contractor to coordinate mold remediation efforts with an environmental consultant. This consultant may be engaged by the OSC under separate State contract, or may be subcontracted and invoiced directly by the Contractor, with the approval of the Using Agency OSC, depending on the severity of damage. All consultants performing mold abatement design/monitoring in a State owned building must be prequalified by DPMC in Indoor Air Quality Consulting (prequalification code P063).

3.5.5 DOCUMENT PRESERVATION

Agency files may be impacted by water intrusion. If requested by the Using Agency or the State Contract Manager, the Contractor shall provide document preservation services, including, but not limited to:

- a. replicating the damaged files;
- b. clean the damaged files;
- c. dry the damaged files; and
- d. destruction of damaged files.

Destruction of damaged files can take place if the damaged files meet the retention requirements of Records Management. In the event the retention period has not been met approval/permission must be received from the State Records Committee.

The Contractor may subcontract document preservation services.

3.5.6 HVAC EQUIPMENT

If the Contractor encounters heating, ventilation, and air-conditioning components that are impacted, the Contractor shall immediately contact the OSC. The OSC will make a determination whether to use State/Using Agency staff or to solicit the added services of a specialized contractor to handle the impacted components.

The Contractor shall **NOT** subcontract services for removing impacted heating, ventilation, and air-conditioning equipment.

3.5.7 POTENTIAL ASBESTOS CONTAINING MATERIAL

If the Contractor encounters suspected asbestos containing material, he shall temporarily cease operation and immediately contact the OSC to receive further direction.

3.5.8 WATER DISPOSAL

The Contractor shall work with the OSC to dispose of the extracted water. The amount of and characteristics of the extracted water will determine the disposal method. Where possible, the extracted water should be discharged to the public sewer system at no cost to the State.

For water that cannot be discharged to the public sewer system, the State will pay the Contractor for transporting water from the site to a disposal facility. The OSC and the Contractor will estimate the time to transport water from the site to the disposal facility. The State will pay the hourly rate for a truck driver and the hourly rate for the truck up to a maximum of two (2) hours.

The Contractor may subcontract water disposal services.

3.5.9 OTHER DISPOSAL

The Contractor shall work with the OSC or authorized representative to dispose of other materials such as demolition debris. The amount of and characteristics of the materials will determine the disposal method. Where possible, the Contractor will be directed to dispose of materials in the Using Agency's dumpsters/compactors. If requested by the Using Agency or State Contract Manager, the Contractor shall provide roll-off containers (which is reimbursable).

3.6 SERVICE HOURS

The Contractor shall provide service twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days per year.

All assignments conducted during normal business hours are considered regular time. All other hours the Contractor is required to provide service in addition to State holiday time are considered overtime. The work hours for all service shall be determined by the Using Agency.

3.7 SITE MEETINGS/COMMUNICATION

The Contractor shall coordinate with the OSC prior to the start of daily activities to prepare all necessary paper work and outline activities for the day. The Contractor shall coordinate with the OSC at the completion of daily activities to discuss the work performed. The Contractor shall not deviate from IICRC guidance, except with specific authorization from the Using Agency.

3.8 PERSONNEL CATEGORIES

The Contractor shall provide the following personnel:

Project Manager – Each Contractor shall have one (1) project manager for the contract term. The project manager must be an employee of the Contractor and is the designated contact between the Contractor and the Using Agency.

Supervisor – Each site specific engagement shall have a minimum of one (1) supervisor that is present on-site on a full-time basis while work is ongoing. The supervisor must be an employee of the Contractor. The Contractor shall provide one (1) supervisor for every ten (10) personnel consisting of technicians, laborers and any subcontractors. If multiple supervisors are required for a site specific engagement, the Contractor shall designate one (1) supervisor to be the lead supervisor at the site. The supervisor has authority to manage site-specific engagements and the technicians, laborers and subcontractors.

Water Restoration Technician - The number of technicians required during the contract and for any particular site specific engagement is variable. Water restoration technicians may be employed by the Contractor or a subcontractor.

Laborer - The number of laborers required during the contract and for any particular site specific engagement is variable. Laborers may be employed by the Contractor or a subcontractor.

3.9 QUALIFICATIONS & REQUIREMENTS FOR THE CONTRACTOR/SUBCONTRACTORS

3.9.1 GENERAL

The Contractor shall provide personnel with the appropriate qualifications and experience to perform work under this contract. The Contractor shall have commercial water damage restoration experience and experience working with insurance companies.

The Contractor shall ensure that all personnel have legal immigration status to work in the United States.

If supervisors, technicians and laborers cannot speak English, the Contractor shall have an interpreter on-site at no additional cost to the Using Agency. The State reserves the right to require the Contractor to replace personnel who are determined to be unsatisfactory to the State.

All personnel working on a site shall have appropriate OSHA training and medical clearance in accordance with all applicable regulations. Upon request by the Using Agency, the Contractor shall provide evidence of OSHA training and medical clearance for any personnel assigned to work at the site prior to work commencing.

3.9.2 PROJECT MANAGER

The project manager should possess a minimum of five (5) years' experience in the field of commercial water restoration service. The project manager shall possess WRT ASD certification.

3.9.3 SUPERVISOR

The supervisor should possess a minimum of three (3) years' experience in the field of commercial water restoration service. The supervisor shall possess WRT and ASD certification.

3.9.4 TECHNICIAN

The water restoration technician shall possess WRT certification. If requested by the Using Agency, the Contractor shall provide copies of technician certification at any time for a site specific engagement.

3.9.5 LABORER

The laborer should possess skills in the areas of demolition.

3.10 SECURITY

The Contractor shall, at his/her cost, acquire any and all security, medical or other clearances, including, but not limited to, fingerprinting, drug testing, medical testing, or vaccinations required by the Using Agency.

Some Using Agencies may have specialized security, confidentiality, health and/or privacy requirements. These specialized requirements may be the result of State laws, federal laws, etc. In these cases, the Using Agency will identify those requirements in its request to utilize the Contractors' services and the Contractors shall note and consider these requirements as needed.

The Contractor shall provide photo identification badges to supervisors, technicians and laborers. Personnel shall display their badge on the outside of their clothing at all times during the engagement. The badge shall display their full name and the Contractor's name. If personnel arrive at the engagement without proper identification, they will not be permitted to work.

The Contractor and Contractor personnel shall observe all requirements in effect at the Using Agency, including security sign-in/sign-out procedures. While on State owned or leased property, the Contractor shall be subject to the control of the State. Under no circumstances shall the Contractor represent itself as an employee of the State.

3.11 OSHA/HEALTH & SAFETY

The Contractor shall ensure that restoration services comply with all applicable OSHA requirements and all applicable laws, regulations, ordinance, policies and guidelines etc.

The Contractor shall:

- a. implement and conform to acceptable health and safety practices for the protection of all personnel and property;
- b. establish and follow their own safety program; and
- c. provide, use and maintain their own safety and personal protective equipment.

The Contractor shall ensure that equipment utilized in any site-specific engagement does not malfunction and cause damage, particularly when unattended. The Contractor shall ensure the repair and restoration for any damages caused by the malfunction of any equipment/materials provided by the Contractor.

3.12 DELIVERABLES

If requested by the Using Agency, the Contractor shall provide photographs, field logs and diagrams etc. to assist the Using Agency with insurance compliance and other record keeping requirements.

3.13 REPORTS/FORMS

3.13.1 DAILY PERSONNEL REPORT

For every day worked (12:00 AM – 11:59 PM) the Contractor shall complete and sign a daily labor report. The Using Agency will then approve and sign the daily labor report.

3.13.2 DAILY ON-SCHEDULE EQUIPMENT/MATERIAL AND SERVICES REPORT

For every day worked (12:00 AM – 11:59 PM) the Contractor shall complete and sign a daily on-schedule equipment/material and services report which memorializes the equipment/material and services requested by the Using Agency and delivered by the Contractor. The Contractor shall complete this report for all non-personnel items for which there is a price line on the price schedules. The Using Agency will then approve and sign the daily on-schedule equipment and service report.

3.13.3 DAILY OFF-SCHEDULE EQUIPMENT/MATERIAL AND SERVICES REPORT

For every day worked (12:00 AM – 11:59 PM) the Contractor shall complete and sign a daily off-schedule equipment/material and services report which memorializes the equipment/material and services agreed upon in advance by the Using Agency and delivered by the Contractor. The Contractor shall complete this report for all equipment/material and service items (non-personnel). The Using Agency will then approve and sign the daily off-schedule equipment/material and service report. Typical items for inclusion on off-schedule report are water disposal at a disposal facility including transportation and water analysis for disposal purposes, roll-off containers and off-site disposal of demolition debris.

3.14 REPAIRS TO BUILDINGS POST WATER EXTRACTION

At no time shall any repairs to buildings exceed the threshold amount established under N.J.S.A. 52:34-7.1. All engagements that exceed the threshold must be achieved through open competitive bidding thru the Department of the 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>

3.15 WORK STOPPAGE ORDER/SUSPENSION OF WORK

The Using Agency may, at any time, direct the Contractor to suspend, delay or interrupt all or any work under this contract when it determines that continuance of work may detrimentally impact the health and safety of persons on the site, in the community at large or any structure.

The Using Agency may orally direct the Contractor to immediately stop all work or portions of Work for cause, and such order may last for up to seventy-two (72) hours. The reason for the order must be stated orally by the Using Agency and will be confirmed in writing. The Using Agency may orally lift a work stoppage order prior to the end of the seventy-two (72) hour period if and when the conditions that caused the work stoppage no longer exist.

The Using Agency will issue in writing any work stoppage order beyond seventy-two (72) hours.

3.16 PERFORMANCE STANDARDS

Contractors' performance is critical to ensure expedient and thorough remediation during water infiltration events. Significant or repeated delays, errors and/or failure to provide the contracted services may be grounds for contract termination, at the State's sole discretion.

Following the State's discovery of a water infiltration event and initial communication with the Contractor, provided that the Contractor accepts of the engagement, the State reserves the right to rescind the engagement if one or more of the following occurs:

- Failure of the Contractor to report to the site specific location as directed within two (2) hours from acceptance of the engagement;

- Failure of the Contractor to adequately and competently perform the restoration/remediation work, to provide sufficient manpower to complete the engagement, or if the Contractor's performance causes or could potentially cause additional damage to the State's property; and
- Failure of the Contractor to follow applicable health and safety requirements.

3.17 PRICES AND PAYMENTS

3.17.1 FORM OF COMPENSATION

Rental charges for Vendor-Owned equipment will be capped at 85% of replacement cost value per contract event. The replacement cost value will be determined by pricing of items of the same type under New Jersey State contract.

The following is an explanation of how payment will relate to each section of the price schedules.

3.17.1.1 PERSONNEL COSTS

The State will pay the Contractor the all-inclusive hourly salary rate for supervisors, technicians and laborers as listed on the price schedule for that region.

All personnel time including the project manager is billable in thirty (30) minute increments.

Any mealtime taken by personnel will not be compensated by the State.

The Contractor is solely responsible for complying with the New Jersey Prevailing Wage Act and the State Building Services Act. The contract personnel categories may or may not correspond with New Jersey Department of Labor wage rate classifications; therefore, the Contractor shall not rely on the contract personnel categories to establish the proper rate of pay under either the New Jersey Prevailing Wage Act or the State Building Services Act.

The Contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and activities performed by each individual on all Purchase Orders.

3.17.1.2 ON-SCHEDULE EQUIPMENT COSTS

The State will pay the Contractor either the hourly operating rate or the daily operating rate for equipment utilized for each site specific engagement. The operating rate is the same regardless of the day and time. There are no standby rates.

The State will not pay for equipment that is delayed, left on site, mobilized early or awaiting demobilization.

Equipment shall be designated as being on an hourly operating mode by the Using Agency and this will be noted on the daily work report. Whenever the total cost of the hourly rates in any single day equals or exceeds the daily rate, the daily rate shall apply and equipment shall be designated as being on a daily operating mode by the Using Agency and this will be noted on the Daily Work Report.

Operating rates for equipment include the costs of fuel and normal maintenance. The State will not pay for equipment during breakdowns that render the equipment inoperative and will not pay for personnel to maintain or repair inoperative equipment. If equipment cannot be repaired in the

field, the Contractor shall mobilize and replace the equipment at no cost to the State. Equipment will be paid for operating rates from the moment it arrives on site to the moment the Using Agency directs equipment to be demobilized. There are no standby rates for this contract. The price for equipment does not include the cost of personnel to operate the equipment.

Whenever an accumulation of consecutive daily rates equals or exceeds a week, the State reserves the right to negotiate weekly rates on an as need basis.

3.17.1.3 OFF-SCHEDULE EQUIPMENT COSTS

For off-schedule services, equipment and materials that are obtained with approval of the State prior to acquisition, the State will pay the Contractor a markup of ten percent (10%) of these costs.

3.17.1.4 MATERIALS COSTS

The State will pay the Contractor the unit price for materials utilized for each site specific engagement. All material prices include delivery to the site.

3.17.1.5 STATE OF NEW JERSEY SALES TAX

The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him/her in accordance with the law of the jurisdiction where the work takes place.

When work is performed on a State-owned property, the State is exempt from New Jersey sales or use taxes and federal excise taxes and will not reimburse the Contractor for taxes for which the State is exempt. The State's federal excise tax number is 22-75-0050K. The State will advise the Contractor at the time of the engagement whether or not the project site is State-owned.

3.17.2 PROCEDURES FOR PAYMENT

Payment will be conditioned on the following:

- a. Approval by DPMC/State of any deliverable work products or other payment items required by the contract;
- b. All invoices must be submitted to the Using Agency and must include the name of the contract, contract purchase order number and the name and address of the Contractor. The invoice must indicate the tasks under the purchase order or contract modification for which they apply. The invoice for a given purchase order must be all inclusive of tasks/work effort conducted, all supplies used during the period covered; and
- c. The Using Agency's approval of itemized bills referenced to bid items and deliverables.

3.18 PUBLIC WORKS

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 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 or public institution.

All Contractors and named subcontractors must maintain 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.

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 proposal 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 copies 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/14X23019.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 SUBMISSION 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 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:

Forms – Volume 1
Technical Proposal – Volume 2
Price Proposal – Volume 3

If exhibits or attachments are submitted as part of your proposal, the exhibits/attachments should be clearly labeled to accurately describe the form being submitted.

4.3.2 NON-EBID SUBMISSION OF PROPOSAL

If hard copies are being submitted, the bidder must submit the following proposal copies:

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

Two (2) complete and exact copies, clearly marked "COPY".

One (1) unbound, complete and exact copy of the original, clearly marked "COPY".

One (1) complete and exact ELECTRONIC copy of the original proposal in PDF file format on disc (CD or DVD) to be viewable and "**read only**" by State evaluators using Adobe Acrobat Reader software.

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

The proposal should be submitted in three (3) volumes with the content of each volume as indicated below.

Volume 1

Section 1 - Forms (Sections 4.4.1 and 4.4.2)

Volume 2

Section 2 - Technical Proposal (Section 4.4.3) – **NOTE: This section of the bidder's submission is limited to 25 pages or fewer, with no smaller than a 12 point font.**

Section 3 - Organizational Support and Experience (Section 4.4.4)

Volume 3

Section 4 – Price Schedule (Section 4.4.5)

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 MacBride principles.

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

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

A bidder/offeror 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:

- a. 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.
- b. 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 the proposal submission.
- c. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a 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 eBid 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 STANDARD RFP FORMS

One of the downloadable RFP documents is titled NJ STANDARD RFP FORMS. It is comprised of three separate forms, two of which (Ownership Disclosure and Disclosure of Investment Activities in Iran) discussed below, must be completed, signed and submitted with the bidder's proposal. **The bidder is cautioned that failure to complete, sign and submit either of these two forms will be cause to reject its proposal as non-responsive as noted below.** If the bidder submits a hard copy proposal, each of the two forms must be physically signed.

If the bidder is submitting an electronic proposal through the Division's eBid system, there are only two acceptable forms of signature for the two forms:

1. The bidder may download the document, physically complete and sign each form, scan the completed document and then upload it, or
2. The bidder may download the document, type the name of the signatory in the space designated for certification signature in each of the forms and then upload the document.

Note: A bidder's entry of a Personal Identification Number (PIN) will not suffice as a signature on these two forms. A signed RFP Signatory Page is also not an acceptable substitute for signature on these two forms.

4.4.1.2.1 OWNERSHIP DISCLOSURE FORM

Pursuant to N.J.S.A. 52:25-24.2, in the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete and sign the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the submitted proposal. A bidder's failure to submit the completed and signed form with its proposal will result in the rejection of the proposal as non-responsive and preclude the award of a contract to said bidder unless the Division has on file a signed and accurate Ownership Disclosure Form dated and received no more than six months prior to the proposal submission deadline for this procurement. If any ownership change has occurred within the last six months, a new Ownership Disclosure Form must be completed, signed and submitted with the proposal.

4.4.1.2.2 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

Pursuant to N.J.S.A. 52:32-58, the bidder must utilize this Disclosure of Investment Activities in Iran form to certify that neither the bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the bidder, nor one of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the bidder is unable to so certify, the bidder shall provide a detailed and precise description of such activities as directed on the form. A bidder's failure to submit the completed and signed form with its proposal will result in the rejection of the proposal as non-responsive and preclude the award of a contract to said bidder.

4.4.1.3 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.

4.4.1.4 SMALL BUSINESS REGISTRATION FOR SET-ASIDE CONTRACTS

Not applicable to this RFP.

4.4.1.5 PROPOSAL SECURITY

Not applicable to this RFP.

4.4.1.6 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.

4.4.1.7 PUBLIC WORKS CONTRACTOR REGISTRATION

At the time of the proposal due date, the bidder and the subcontractors must be registered in accordance with 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 Box 369 Trenton, NJ 08625-0389
Tel. 609-292-9464
Fax: 609-633-8591

For additional information the following website should be checked:

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

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 the 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 the proposal submission 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

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.

4.4.1.2.3 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.

4.4.2.3 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 TECHNICAL PROPOSAL

In this section, the bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work section, i.e., Section 3.0.

4.4.3.1 MANAGEMENT OVERVIEW

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

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

4.4.3.2 CONTRACT MANAGEMENT

The bidder should describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan should

include the bidder's approach to communicate with the State Contract Manager including, but not limited to, status meetings, status reports, etc.

4.4.3.3 CONTRACT SCHEDULE

Not applicable to this RFP.

4.4.3.4 MOBILIZATION AND IMPLEMENTATION PLAN

The bidder should describe its general plans to mobilize and demobilize at a site-specific engagement.

4.4.3.5 POTENTIAL PROBLEMS

Not applicable to this RFP.

4.4.4 ORGANIZATIONAL SUPPORT AND EXPERIENCE

The bidder should include information relating to its organization and personnel evidencing the bidder's qualifications and capabilities to perform the services required by this RFP.

4.4.4.1 LOCATION

The bidder should include the address of the bidder's office where responsibility for managing the contract will take place. The bidder should include the telephone number and name of the individual to contact.

4.4.4.2 ORGANIZATION CHARTS

- a. **Contract-Specific Chart.** The bidder should include a contract organization chart, with names showing corporate management, project management and supervisory personnel (including subcontractor management, supervisory or other key personnel) to be assigned to the contract.
- b. **Chart for Entire Firm.** The bidder should include an organization chart showing the bidder's entire organizational structure. This chart should show the relationship of the individuals assigned to the contract to the bidder's overall organizational structure.

4.4.4.3 RESUMES

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

- a. years of experience in water remediation;
- b. the individual's previous experience in completing each similar contract;
- c. beginning and ending dates for each similar contract;
- d. a description of the contract demonstrating how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFP; and
- e. with respect to each similar contract, the name and address of each reference together with a person to contact for a reference check and a telephone number.

When a bidder submits resumes pursuant to this paragraph, the bidder shall redact the social security numbers, home addresses, personal telephone numbers and any other personally identifying information other than the individual's name from the resume.

4.4.4.4 CERTIFICATIONS

The bidder should include proof of certification for each of the individuals noted below that will be assigned to this contract:

Project Manager – ASD and WRT;
Supervisor – ASD and WRT

4.4.4.5 BACKUP STAFF

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

4.4.4.6 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE/PROJECT HISTORIES

The Project History Forms are intended to demonstrate the bidder's experience in providing various water damage restoration services as described in this RFP.

The bidder shall submit the four (4) Project History Forms documenting the bidder's past experience on commercial water damage restoration services similar to the subject of this contract. Reference Attachment #1 for a complete set of forms.

The evaluation will consider the bidder's management approach, coordination of disciplines and subcontractors, quality control procedures, and prior experience through the evaluation of the project history forms.

The examples should cover a variety of commercial water damage restoration projects. The Project Histories should only be projects completed by the bidder within the last five (5) years.

The bidder must provide only four (4) Project History Forms. In the event more than four (4) forms are submitted, only the first four (4) forms in the order they occur in the submission will be reviewed. All four (4) project histories submitted will be evaluated based on their compliance with the criteria below:

The bidder should complete each section of the Project History Form. Where indicated, the bidder should check off the qualifying criteria that apply to the project submitted. In the section "Purpose and Results of Contract" the bidder should describe the reason(s) for which the bidder was hired and the resultant conclusion of the project. In the section "Description of Contract Services" the bidder should describe the water damage restoration services that the bidder performed, and/or the bidder secured for their client, in order to reach the project's conclusion. The "Client Contact Person" should be the person who functioned as the Project Manager for the client.

A project history may be deemed an unacceptable submission for any one of the following reasons:

1. The client for whom the project was performed does not agree with the bidder's project history as submitted;
2. The projects were not completed within the last five (5) years;

3. The project history contains omissions or factual errors that cause the project history not to conform to the criteria presented; and
4. The contractor's failure to supply information requested on the Project History Form that is deemed necessary to meet any of the above criteria.

Regarding the four (4) Project Histories submitted, all four (4) must be acceptable in order for the entire project history submission to be accepted or the proposal will be considered non-responsive.

4.4.4.7 FINANCIAL CAPABILITY OF THE BIDDER

In order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit certified financial statements 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

For the purpose of contract bidding and award, the State has been divided into the following regions:

North Region includes Bergen, Essex, Hudson, Morris, Passaic, Sussex, Union and Warren Counties.

Central Region includes Hunterdon, Mercer, Middlesex, Monmouth, Ocean, Somerset and Warren Counties.

South Region includes Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester and Salem Counties.

A bidder may bid on any one or more region(s) in order to be considered for award, however; be advised that the contractor must service all counties and Using Agencies in the entire region bid and awarded (When bidding on one or more region(s) refer to Section 3.16 for the requirements). Bidders must bid all price lines within a region to be considered for award.

The bidder must submit its pricing using the format set forth in the State-supplied price sheet/schedule(s) accompanying this RFP. The bidder must also include the description (example; type, size, brand, etc. of all equipment and materials listed in the price sheet/schedule(s). Failure to submit all information required may result in the proposal being deemed non-responsive. Each bidder is required to hold its prices firm through issuance of contract. The price schedule contains a list of personnel, equipment and materials consistent with the tasks described in the RFP.

If the bidder puts a zero (0) on an item in the price schedule, the State conclusively deems that price to be zero (0) and that the bidder is offering the item to the State at no cost. Any other notations, such as "N/A" or a blank unit price will be interpreted as an item which the contractor cannot supply or deliver and therefore, may result in the proposal being deemed non-responsive.

The bidder shall bid all-inclusive hourly rates to cover all expenses related to the contract including, but not limited to, ancillary minor equipment, report preparation, salaries, fringe benefits, profit or fee, overhead, general and administrative expenses, insurance, personal protective equipment, computer usage, office supplies, and transportation of personnel and equipment/materials to the site.

The bidder has specific administrative responsibilities under this contract. Personnel hours expended fulfilling these responsibilities are not directly billable to the Using Agency. The bidder is not permitted to bill for administrative support personnel, billing clerks, or home office personnel that work on or support this contract. The bidder should factor these administrative costs into its proposal.

For bidding purposes, bidders should assume that they will be responsible for paying all sales and use taxes.

Please refer to section 3.0 of the RFP for an explanation of how payment relates to each section of the price schedules. Noted below is additional pertinent information for the specific price schedules.

4.4.5.1 PERSONNEL PRICE SCHEDULE

The price schedule contains price lines for personnel for all-inclusive hourly rates of regular time and overtime as follows:

Tab 1 North Region;
Tab 2 Central Region; and
Tab 3 South Region.

The bidder's personnel labor rates should include all ancillary minor equipment used by personnel including; gloves, boots, work suits, hip waders, hand held equipment, safety equipment (i.e. reflective vests, etc.), labor support equipment and water measuring devices. The Using Agency will not provide compensation for ancillary equipment.

4.4.5.2 EQUIPMENT SCHEDULE

The price schedule contains price lines for equipment for all-inclusive hourly operating rates and daily operating rates as follows:

Tab 1 North Region;
Tab 2 Central Region; and
Tab 3 South Region.

Bidder to provide description for all equipment, if not specified in price line (example: size, type, brand, etc.)

The equipment noted on the price schedule is considered on-schedule equipment. The bidders equipment rates should include delivery to the site and fuel, if applicable. The Using Agency will not provide separate compensation for equipment transportation and fuel.

4.4.5.3 MATERIALS SCHEDULE

The price schedule contains price lines for on-schedule materials for unit pricing as follows:

Tab 1 North Region;
Tab 2 Central Region; and
Tab 3 South Region.

Bidder to provide a description for all materials, if not specified in price line (example: size, type, brand, etc.)

The bidders material rates should include delivery to the site.

4.4.6 DELIVERY COSTS

The contractor shall assume all costs, liability and responsibility for the delivery of equipment and materials in good condition to the Using Agency.

4.4.7 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.

4.4.8 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.

4.5 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.

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 two (2) 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 three (3) 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-eighty (180) 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, except for emergency services specifically authorized, as such by the Department of the Treasury-Division of Property Management and Construction.

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.

The contractor is responsible to remedy any damage or injury they cause to public or private property.

5.6 SUBSTITUTION/REMOVAL 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 and certifications 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.

The contractor shall remove any of its personnel 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 Contract Manager may direct that the contractor replace offending personnel immediately.

The State Contract Manager may require the replacement and removal of any personnel who is identified as a potential threat to the health, safety, security, general wellbeing or operational mission of the building/property and its population. Contractor personnel shall not consume alcoholic beverages while on State owned or leased property or at any time during the work engagement.

5.7 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 and certifications 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.

5.8 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 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.

5.9 SECURITY AND CONFIDENTIALITY RELATED TO INFORMATION TECHNOLOGY

Not applicable to this RFP.

5.10 NEWS RELEASES

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

5.11 ADVERTISING

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

5.12 LICENSES AND PERMITS

Other than the personnel certifications required in this RFP, 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.

5.13 CLAIMS AND REMEDIES

5.13.1 CLAIMS

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

5.13.2 REMEDIES

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

5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State 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.

5.14 LATE DELIVERY

Not applicable to this RFP.

5.15 RETAINAGE

Not applicable to this RFP.

5.16 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

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

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

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

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written price schedule must be based upon the hourly rates, unit costs or other cost elements submitted by the contractor in the contractor's original 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 Office of Information Technology.

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.

5.17 MODIFICATIONS AND CHANGES TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS

Not applicable to this RFP

5.18 CONTRACT ACTIVITY REPORT

Not applicable to those RFP.

5.19 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.

5.20 PROGRAM EFFICIENCY ASSESSMENT

The State Using Agencies shall be charged an assessment equal to one-quarter of one percent (0.25%) of the value of all transactions under this contract. This assessment is authorized by N.J.S.A. 52:27B-56 and N.J.A.C. 17:12-1.5, to maintain the State's procurement system at a level to meet industry standards of efficiency.

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 requirement provided that:

- a. the requirement is not mandated by law
- b. all of the otherwise responsive proposals failed to meet the requirement
- c. in the sole discretion of the Director, the failure to comply with the 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 proposals. 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 PROPOSAL EVALUATION COMMITTEE

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

6.6 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.

6.7 EVALUATION CRITERIA

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

6.7.1 TECHNICAL EVALUATION CRITERIA

- a. Personnel: The qualifications and experience of the bidder's management and supervisory personnel assigned to the contract, including the candidates recommended for each of the positions/roles required.
- b. Experience of firm: The bidder's documented experience in successfully completing contracts of a similar size and scope in relation to the work required by this RFP as demonstrated on the completed Project History Forms.
- c. Ability of firm to implement and perform the Scope of Work based on the presentation in its Technical Proposal: The overall ability of the Bidder to undertake and successfully perform the technical requirements of the Scope of Work as demonstrated by its presentation in the Technical Proposal.

6.7.2 TECHNICAL PROPOSAL SCORE AND COST REASONABLENESS

Each evaluated proposal will receive a Technical Evaluation Score (sum of each voting member technical evaluation score divided by the number of voting members).

Proposed pricing will be tallied-up and reviewed for cost reasonableness.

The four (4) highest technical scores along with the consideration of cost reasonableness will be presented for award in each region.

6.7.3 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.

6.7.4 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 6.8 below, the Director reserves the right to negotiate price reductions with the selected bidder.

6.8 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 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 the proposal submission opening. Only the name and address of each bidder will be publicly announced at the proposal submission opening.

6.9 COMPLAINTS

A bidder with a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to Section 5.7.b of the State of NJ Standard Terms and Conditions accompanying this 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 NO. 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.

7.1.4 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, 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 RFP.

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.