

@@@T-0550 21 Food Service for the Justice Complex (T-0550)

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PURCHASE BUREAU  
33 WEST STATE ST., TRENTON, NEW JERSEY 08625

SPECIFICATION  
FOR  
FOOD SERVICES  
RICHARD J. HUGHES JUSTICE COMPLEX

## Table of Contents

- 1.0 Information for Bidders
  - 1.1 Purpose and Intent
  - 1.2 Background
  - 1.3 Key Events
  - 1.4 Additional Information
  
- 2.0 DEFINITIONS
  - 2.1 Definitions
  
- 3.0 SCOPE OF WORK
  
- 4.0 Proposal Preparation and Submission
  - 4.1 General
  - 4.2 Proposal Delivery and Identification
  - 4.3 Number of Bid Proposal Copies
  - 4.4 Proposal Content
  
- 5.0 Contractual Terms and Conditions
  - 5.1 Precedence of Contractual Terms and Conditions
  - 5.2 Performance Bond
  - 5.3 Business Registration
  - 5.4 Contract Term and Extension Option
  - 5.5 Contract Transition
  - 5.6 Availability of Funds
  - 5.7 Contract Amendment
  - 5.8 Contractor Responsibilities
  
- 5.9 Substitution of Staff
- 5.10 Substitution or Addition of Subcontractor(s)
- 5.11 Ownership of Material - Not applicable to this procurement
- 5.12 Data Confidentiality - Not applicable to this procurement
- 5.13 News Releases
- 5.14 Advertising
- 5.15 Licenses and Permits
- 5.16 Claims and Remedies
- 5.17 Late Delivery - Not applicable to this procurement
- 5.18 Retainage - Not applicable to this procurement
- 5.19 State's Option to Reduce Scope of Work
- 5.20 Suspension of Work
- 5.21 Change in Law
- 5.22 Additional Work - Not applicable to this procurement
- 5.23 Form of Compensation and Payment
- 5.24 Year 2000 Compliance - Not applicable to this procurement
- 5.25 Contractor's Personnel
- 6.0 PROPOSAL Evaluation/Contract Award
  - 6.1 Proposal Evaluation Committee
  - 6.2 Oral Presentation and/or Clarification of Proposal
  - 6.3 Evaluation Criteria
  - 6.4 Contract Award
  
- 7.0 BIDDER DATA SHEETS
  
- 8.0 PRICE SHEET(S)

## 1.0 Information for Bidders

### 1.1 Purpose and Intent

This Request For Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury, on behalf of the Division of Property Management and Construction ("DPMC"), Department of Treasury, State of New Jersey. The purpose of this RFP is to solicit bid proposals from qualified bidders for food service operators to manage, operate and maintain the food service facility or cafeteria at the Richard J. Hughes Justice Complex.

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

### 1.2 Background

This RFP will result in a contractor providing food service to the State of New Jersey at the Richard J. Hughes Justice Complex Cafeteria. The successful contractor will provide to the State a percentage of gross receipts. All utilities will be furnished by the State with the exception of telephone. This is the fourth time this service is being publicly advertised.

The Richard J. Hughes Justice Complex was completed in 1979 and fully occupied by 1982, with a cafeteria providing tenants with food service. This facility houses several offices for the Division of Law & Public Safety, the Attorney General's Office, Office of Public Advocate, the Administrative Offices of the Courts, the Supreme Court of New Jersey, the Appellate Division, and a child care facility.

The entire cafeteria or facility occupies an area of 15,690 square feet. There is a dining room of approximately 7,200 square feet with a maximum seating capacity of 600. The kitchen and serving area is approximately 8,490 square feet.

There are approximately 2,500 people in the Justice Complex. The building is open to the public. There is a 4th floor conference center in the building managed by the Department of Law and Public Safety.

### 1.3 Key Events

#### 1.3.1 Questions and Inquiries

It is the policy of the Purchase Bureau to accept questions and inquiries from all potential bidders receiving this RFP.

Written questions should be mailed or faxed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

Purchase Bureau  
Division of Purchase and Property  
State of New Jersey  
PO BOX 230  
Trenton, New Jersey 08625-0230  
Attention: Michelle Maglione/ GENOVESE/ KINNEY

Fax Number: 609-292-5170

#### 1.3.1.1 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

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

#### 1.3.1.2 Question Protocol

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

Short procedural inquiries may be accepted by telephone by the Purchase Bureau buyer, however, oral explanations or instructions given over the telephone shall not be binding upon the State. Bidders shall not contact the Using Agency directly, in person, or by telephone, concerning this RFP.

#### 1.3.2 Mandatory Site Visit

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

January 8, 2003  
9:30 AM  
Justice Complex  
25 West Market Street  
Trenton, NJ 08625

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

#### IMPORTANT NOTE:

NO QUESTIONS OR INQUIRIES REGARDING THE SUBSTANCE OF THIS RFP WILL BE ACCEPTED OR ANSWERED DURING THE MANDATORY SITE VISIT. ALL QUESTIONS MUST BE HELD AND SUBMITTED IN ACCORDANCE WITH RFP SECTION 1.3.1

#### 1.3.3 Mandatory Pre-Bid Conference

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

January 8, 2003  
10:00 AM  
Justice Complex

25 West Market Street  
Trenton, NJ 08625

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

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

Any revisions to the RFP resulting from the Mandatory Pre-Bid Conference will be formalized and distributed to attendees as written addendum to the RFP. Answers to deferred questions will also be distributed to attendees as written addendum to this RFP.

#### 1.4 Additional Information

##### 1.4.1 Revisions to this RFP

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

Any addendum issued before the Mandatory Pre-Bid Conference will be distributed to all bidders who were sent the initial RFP. Any addendum issued at the time of or after the Mandatory Pre-Bid Conference will be distributed only to those bidders represented and properly registered at the Mandatory Pre-Bid Conference.

##### 1.4.2 Addendum as a Part of this RFP

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

##### 1.4.3 Issuing Office

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

##### 1.4.4 Bidder Responsibility

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

##### 1.4.5 Cost Liability

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

##### 1.4.6 Contents of Bid Proposal

The entire content of every bid proposal will be publicly opened and

becomes a public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal.

All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment to inspect bid proposals received in response to this RFP with the Purchase Bureau buyer.

#### 1.4.7 Price Alteration

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

#### 1.4.8 Joint Venture

If a joint venture is submitting a bid, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposals. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Affirmative Action Employee Information Report, McBride Principles Certification and, if applicable, foreign (out of State) corporation registration must be supplied for each party to a joint venture.

## 2.0 DEFINITIONS

### 2.1 Definitions

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

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

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

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

**Contract** - This RFP, any addendum to this RFP, and the bidder's bid proposal submitted in response to this RFP and the Division's Notice of Acceptance .

**Contractor** - The contractor is the bidder awarded a contract.

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

**Division** - The Division of Purchase and Property.

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

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

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

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

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

Should - Denotes that which is recommended, not mandatory.

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

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

State - State of New Jersey.

Task - A discrete unit of work to be performed.

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

### 3.0 Scope of Work

#### 3.1 General

The contractor shall have the exclusive right to operate, as an independent operator, the food service facility at the Justice Complex. The contractor shall be responsible for all costs related to the operation of the food service facility.

The contractor will be responsible for all operating and maintenance costs of the food service facility covered by this RFP, and will hold the State harmless from any and all claims, demands, or liabilities on account thereof.

All food and other supplies shall be purchased by the contractor; all managers and other supervisory personnel, cooks, chefs, kitchen help, waitresses, cleaning help, and other employees required by the contractor shall be employed by and paid the prevailing wages by the contractor. The prevailing wage rates may be obtained from the Department of Labor.

The contractor shall provide all commodities; food; labor; materials; supplies, and all other items necessary to fully manage and operate the cafeteria at the Justice Complex in accordance with all RFP requirements. These items will include, but not be limited to the following:

3.1.1 The contractor must provide all food for the cafeteria.

3.1.2 The contractor must provide for the replacement, at the same quality, of the loss and breakage of the initial inventory of, silverware, trays and other movable kitchen and serving equipment

originally furnished by the State.

3.1.3 The contractor must provide for maintenance of all dining room and auxiliary furnishings and furniture in proper condition and repair, replacing all loss and breakage, with the exception of all dining room tables and chairs.

3.1.4 The contractor must provide for the maintenance, repair, and cleaning of all kitchen and serving equipment whether or not attached to the property, including but not limited to, stoves, fryers, ovens, steamers, kettles, mixers, ventilation hoods, dishwashers, pot washers, steam tables, lowerators, faucets and electrical work, refrigeration (including but not limited to compressors and motors). Electrical and plumbing are the responsibility of the contractor from the point of utility connection forward.

The contractor must ensure all drains, including floor drains and traps, remain free flowing and clear of debris. The contractor is responsible for maintaining the trap, which includes the piping between the appliance and/or fixture and the trap, clean and clear of all debris. Quarterly, the contractor at its expense, will engage a professional service to perform preventive maintenance on the grease trap(s). Evidence of such maintenance shall be submitted to the State Contract Manager. The contractor shall employ a professional service to remove any debris from clogged drains. It is the responsibility of the contractor to inform the State Contract Manager of any outside contractor performing such preventive maintenance and nonscheduled work prior to the performance of the service. Upon completion of the work, the contractor shall provide copies of the preventive maintenance and nonscheduled work service slips to the State Contract Manager at the Justice Complex.

3.1.5 The contractor shall provide for repairs and preventative maintenance of all kitchen equipment including items purchased by the State. The Department of Treasury, Division of Property Management & Construction (DPMC) will provide the contractor with warranty information on kitchen equipment purchased and installed by the State in the cafeteria. The contractor is required to maintain a log of each equipment repair made, including cost, on State-owned equipment and provide evidence of the repair to the State Contract Manager. Additionally, the contractor is responsible for the purchase and replacement of all filters every thirty (30) days. As part of the conditions for operating the hood over the grill/duct fry area, the filter shall be replaced.

The contractor must provide for the inspection, maintenance, testing, and recharging of the four (4) KIDDE HDR dry chemical kitchen range hood fire suppression systems (3 are HDR 25 systems, and one is an HDR 50 system). All work shall be performed in accordance with the following:

3.1.5.1 All standard parts related to annual testing and semiannual inspection shall be included as part of the base testing and inspection. This includes, but is not limited to, fusible links, seals, safety pins, and tags.

3.1.5.2 The work to be performed shall be in compliance with the New Jersey Construction Code, Reference the 2000 International Mechanical Code, 2000 Plumbing Code and 1993 edition, the NFPA Standard #13 1994 edition, and the NFP Standard #72 1993 edition, as referenced by the

New Jersey Safety Code. Compliance with the New Jersey Uniform Fire Safety Code is subject to inspection by the New Jersey Department of Community Affairs, Division of Fire Safety and/or DPMC's Bureau of Fire Safety and Emergency Management.

3.1.5.3 Spare cylinders shall be provided while any State cylinders are out of service for testing or recharge. These State cylinders shall be returned to the State.

3.1.6 Quarterly, the contractor must provide for the cleaning of the range hood exhaust system and provide copies of the service slips to the State Contract Manager in accordance with the following:

3.1.6.1 Daily, degrease and clean the four (4) kitchen exhaust hood systems, including all surfaces, lighting, and fire suppression equipment. Professionally clean this equipment quarterly.

3.1.6.2 Daily, degrease and clean the remote serving line exhaust system, including all surfaces, lighting, and fire suppression equipment. Professionally clean this equipment quarterly.

3.1.6.3 Quarterly, degrease, scrape, and clean all end of line kitchen exhaust fans located in the Penthouse.

3.1.6.4 Semi-annually, function test the Gaylord control cabinets, including all pumps, ventilator heads, detergent channels, and associated mechanical equipment.

3.1.6.5 Semi-annually, inspect, clean and certify the Echo Wash Pump Systems, including routine wash cycles, are in proper working order. Semi-annually, certify the Echo Wash Pump Systems as a fire suppression system within the hood.

3.1.7 The contractor shall furnish and maintain all office equipment, including but not limited to, typewriters, adding and calculating machines, and cash registers. The contractor is fully responsible for all costs associated with the management, operation & maintenance of the food service facility at the Justice Complex. Compliance with all specifications of this RFP, including but not limited to, the following:

- a. Labor and labor relations.
- b. Laundry, paper, and kitchen supplies.
- c. Complete insurance coverage.
- d. Janitorial supplies, equipment and services as specified
- e. Telephone expenses.
- f. Management salaries and fringe benefits.
- g. Disposal on a weekly basis of all trash products that are not permitted to be disposed of in the Justice Complex dumpsters. These products are grease, cooking oils, and other fluids used in cooking/food preparation.
- h. Centralized purchasing of food and supplies

(discounts are to be credited to the operation).

- i. Specifications for food and supplies.
- j. Personnel and training departments.
- k. Menu planning by professional dietitians.
- l. Test kitchen and recipes.
- m. Training of all cafeteria employees.
- n. Financial responsibility for contracted services.
- o. Main office rent and expenses.
- p. Legal and professional advice.
- q. Field audits to check daily records and controls.
- r. Periodic visits by officers of the company.
- S. Daily sales reconciliation, monthly, quarterly and certified annual reports.

### 3.2 Facility and Equipment

The contractor shall have the exclusive use of the fully equipped, ready to operate food service facility, which includes kitchen, dining rooms, auxiliary furniture, furnishings, dishes, utensils, silverware, and all other dining room and kitchen equipment owned by the State; adequate sanitary toilet facilities and dressing rooms for the contractor's employees; an office with suitable desk, chair, table and filing cabinet for the exclusive use of the contractor and its managers; and such heat, refrigeration and utility services as may be reasonably required for the efficient performance of the contract. The State and the contractor will inspect and test all equipment at the facility within 30 days of the commencement of the contract. At this time, the contractor must identify equipment that is not in working condition. During this inspection, either the State or the contractor shall identify equipment that is no longer useful. The State will have the option to either repair or replace equipment. The contractor will verify through execution of an acceptance agreement the proper working condition of all equipment at the facility. During the term of the contract, the contractor is responsible to repair and maintain all equipment set forth in the acceptance agreement. If the State undertakes repairs or preventive maintenance of the equipment that is the contractor's responsibility under the Contract, then the contractor will be liable to the State for these costs. These amounts shall be deducted from any payment due to the contractor under this Contract.

The State has the right to use the dining room for activities unrelated to food service at the discretion of the Director. Appropriate set-up and clean-up of these events is the responsibility of the State.

3.2.1 The contractor agrees to conserve utilities and treat the facility and all equipment with prudent care. The State Contract Manager will report non-compliance to the Director for appropriate

corrective action.

3.2.2 The contractor shall maintain all fixtures and equipment in proper condition and repair, replace all loss and breakage, and at the expiration of the contract, surrender same to the State in good operating condition. Once a year during the period of the Contract, the contractor will perform an inventory of all equipment and other State property within the facility. This inventory list shall be submitted to the State's Contract Manager or a designated representative. The State's representatives will perform inspections with the contractor within thirty (30) days of the expiration of this contract to determine the status and condition of and the need for repairs on all fixtures and equipment. Contractor remains responsible for all maintenance and repairs until the expiration of the Contract.

3.2.3 The contractor will be responsible for all janitorial supplies, chemicals, equipment, and cleaning services required to ensure the cleanliness of the areas under its control and occupancy, including but not limited to, equipment, kitchen tile, floors, walls, and exterminating services. The standards defined in Chapter 12 of the New Jersey State Sanitary Code relating to the operation and maintenance of a retail food establishment shall be met and maintained. The contractor is responsible for the cleaning the food preparation/serving areas in accordance with the Sanitary code reference cited above. The dining area, defined in the attached diagram, shall be cleaned in accordance with the attached dining area level of cleanliness description and janitorial frequency list. Failure to perform the cleaning activities in accordance with the janitorial frequency list may result in the State Contract Manager taking appropriate action. Upon written notification of the problem(s), the contractor shall have twenty-four (24) hours to rectify the problem. If the contractor fails to rectify the problem(s) within the 24 hour period, the State Contract Manager may engage an outside janitorial cleaning service, at the contractor's expense, to correct any deficiency in cleaning services. The State Contract Manager will periodically inspect the cafeteria premises for adherence to the New Jersey State Sanitary Code as well as the janitorial cleaning service the contractor has agreed to perform.

3.2.4 Preventive maintenance and repair. The contractor must bear, at its expense, all costs associated with preventive maintenance and repair of all items listed in the contract, including but not limited to, the furnishings, fixtures, and equipment in the food service facility at the Justice Complex. The contractor must submit work slips documenting that all required preventive maintenance has been performed timely as set forth in the schedule provided to contractor by the State Contract Manager either at the pre-bid conference or at the commencement of the contract. The contractor shall provide to the State Contract Manager documentation on all repairs undertaken during the term of the Contract. If the contractor fails to provide repair or provide preventive maintenance, the State will undertake the repair or preventive maintenance and bill the cost to the contractor. This cost shall be deducted from any payment due the Contractor.

3.2.4.1 The State will provide the contractor, at the mandatory pre-bid conference, with any available manufacturers' information describing and setting the schedule of required preventive maintenance in the State's possession. The contractor shall provide all preventive maintenance, the cost of which will be borne entirely by the contractor.

3.2.4.2 The State has an ongoing, comprehensive, preventive maintenance program for all furnishings, fixtures, and equipment within the food service facility. The contractor is required to comply with the standards established by this program, which includes record keeping of maintenance performed. The contractor shall cooperate fully to supply all documentation required to support the State's data based preventive maintenance management and control system. Information on this program will be available at the pre-bid conference.

3.2.4.3 When the contractor believes that an item of furniture, fixtures, or equipment supplied by the State for use in the performance of this contract has outlived its useful life, the contractor shall provide written notification to the State Contract Manager. It is the State's responsibility to replace such items or to declare them as surplus property. The State Contract Manager will make the final determination to repair or replace the item.

3.2.4.4 The contractor's failure to protect the State's investment in furnishings, fixtures, and equipment by full compliance with sections 3.2.4 thru 3.2.4.3 above shall constitute cause for contract cancellation pursuant to Section 3.5 of the Standard Terms and Conditions of this RFP.

3.2.5 The contractor shall remove daily all trash, garbage, and debris generated through food service facility operations. The contractor must comply with all recycling requirements of the State of New Jersey and Mercer County. Recyclable and biodegradable products are to be used wherever possible. Foam products which are produced using chlorofluorocarbons (CFC's) are forbidden at State facilities. Foam products manufactured without the use of CFC's are acceptable.

3.2.5.1 The contractor is not responsible for the cost of trash/garbage removal except for grease, cooking oil or any other fluids used in the cooking/preparation of food. The contractor shall arrange for the removal of trash/garbage through the Building Maintenance Office of the Justice Complex. The contractor is responsible and shall bear the cost for the removal of grease, cooking oil or any other fluid used in cooking/preparation of food. Contractor may be required to bear all costs of trash/garbage removal if the State Contract Manager determines the amount of trash to be excessive in comparison to historic use of the cafeteria.

3.2.5.2 Contractor is required to supply leak proof, enclosed carts or containers to transport garbage/trash from food service facilities to loading dock area. Where trash/garbage has to be carted through public corridors to the loading dock area, the contractor must make every attempt to complete the transport of these materials to minimize any inconvenience to the building occupants. The contractor shall satisfy the standards set forth in Chapter 12 of the NJ State Sanitary Code governing the operation and maintenance of retail food establishments.

3.2.5.3 Paper service is required at the facility. The contractor shall maintain an adequate inventory of paper products to service the customers at the facility. The contractor is responsible to clean all spills or leaks that are caused on the way to or from disposal area.

3.2.6 Equipment or appliances, which dispense food, may not be

installed or used at the facility without the approval of the State Contract Manager.

3.2.7 The contractor must comply with and satisfy all sanitation and health regulations set forth in Chapter 12 of the New Jersey State Sanitary Code. The premises shall be available for inspection by the State Department of Health and the State Contract Manager. Satisfactory certification of compliance is required and must be conspicuously posted. The State has the right to inspect at any time the sanitary conditions in all areas covered by this RFP.

The food handlers must conform to all sanitary regulations governing food handling and preparation, including but not limited to, the wearing of hair nets and sanitary gloves.

All of the contractor's food service employees shall receive health examinations prior to commencing work at the Justice Complex facility. Further, these employees are subject to periodic health examinations as required by law. The contractor shall submit evidence of compliance with the requirements of this section to the State Contract Manager.

3.2.8 The contractor has twenty-four (24) hours to correct any condition resulting in an unsatisfactory rating by the New Jersey Department of Health or any other agency/department of the State delegated the responsibility to regulate such matters. If the contractor fails to make the corrections within the 24 hours allotted time, the State has the right to remedy or correct the condition(s). The contractor shall reimburse the State for all costs incurred by the State to correct the condition(s). This cost shall be deducted from any payments due the contractor.

3.2.9 Painting and structural repairs to the food service facility covered by this RFP are the responsibility of the State.

3.2.10 In an emergency, employees of the State Contract Manager may be able to assist the contractor with emergency repairs. The contractor shall reimburse the State for such services in an amount equal to the gross hourly wages of the State employees or tradesman under State contract, including fringe benefits, for the time actually spent on such services, and for the actual cost of materials used. The costs of State employees are as follows:

July 1, 2002.

Building Maintenance Worker/Repairer	-	\$20.00/hour
Painter/MES Mechanic	-	\$28.00/hour

These rates are subject to a 2% increase every six months.

If the State uses tradesmen retained under its Trade Services Contract, the contractor shall reimburse the State at the following rates:

July 1, 2002 through June 30, 2003.

Plumber	-	\$69.00/hour
Electrician	-	\$72.00/hour

July 1, 2003 through June 30, 2004.

Plumber - \$76.00/hour  
Electrician - \$80.00/hour

July 1, 2004 through June 30, 2005.

Plumber - \$81.00/hour  
Electrician - \$85.00/hour

### 3.3 General Operating Requirements

#### 3.3.1 Cafeteria hours

3.3.1.1 The food service facility will be open from Monday through Friday, except State holidays, under the terms and conditions of this Contract.

3.3.1.2 A schedule of hours of service is to be prepared and submitted to the State Contract Manager. The schedule is subject to acceptance and approval of the State Contract Manager. At a minimum, cafeteria serving hours are as follows:

3.3.1.2.1 Breakfast: 3 hours during the period 7:30 to 10:30 a.m.

3.3.1.2.2 Lunch: 2 1/2 hours during the period 11:30 a.m. to 2:00 p.m.

3.3.1.2.3 Prepackaged "grab and go" lunches (such as sandwiches, salads, etc.), snacks and beverages shall be available from 2:00 pm to 3:30 pm.

3.3.1.3 No special functions may be held in the dining room during cafeteria hours without the approval of the State Contract Manager.

3.3.1.4 The contractor must not discontinue any cafeteria lines without approval of the State Contract Manager. The contractor shall provide grill, sandwich, salad, and hot entree' lines.

3.3.2 Portions, selections, types of service, and menu plans proposed for the food service facility must be included in the vendor's proposal. Any variation from the bid proposals must be approved by the State Contract Manager before being put into effect.

3.3.3 The contractor may provide catering service at special functions when requested, including but not limited to, teas, coffee hours, breakfast, luncheons, dinners, or buffets for special conferences within the Justice Complex. The contractor will not have an exclusive right to catering within the Justice Complex. The State cannot guarantee any minimum amount of catering to be done by the contractor within the Justice Complex. The contractor may refuse any request for catering. The contractor must separately report catering revenue from daily sales and remit the appropriate commission percentage to the State. It is the responsibility of the successful contractor to remit the appropriate commission percentage to the State during the month the service was provided, not during the month the contractor receives payment from their customer. The Justice Complex shall not be used for food preparation for off site catering.

#### 3.3.4 Record keeping and financial

Monthly financial statements are to be filed with the Fiscal Office in the Department of Treasury, P.O. Box 626, Trenton, New Jersey 08625 by the 20th calendar day following the end of the contractor's accounting period. The monthly report is to include food service sales at the cafeteria covered by this RFP and must include the date, customer count, sales (dollars), and is to be broken down by meals (breakfast, lunch). Also, catering service reports are to be separately reported and submitted on a monthly basis. The report shall include date of event, number of attendees, sales (dollars), and copies of receipts for proof of sales.

3.3.4.1 The contractor is required to develop a system under which cash registers are read at the beginning and end of each day. The contractor shall maintain and provide daily sales reconciliations, which shall be available for review throughout the contract period. The daily reconciliations shall include, but are not limited to, breakfast, lunch (which shall also include the designated snacks and beverage part of the day), and catering gross sales. The documentation required includes a copy of the register tape summary, cash counts, cash over/under, adjustments with supporting documentation, and pay out documentation.

3.3.5 On or before the 20th calendar day following the end of each month during the contract period, the contractor must pay to the State the amount of commission due & payable. A certified or cashiers Check payable to the Treasurer, State of New Jersey, must be sent within twenty (20) days after the end of each month to the Fiscal Office in the Department of Treasury, P.O. Box 626, Trenton, New Jersey 08625. Failure to remit within thirty days after the end of the previous month will result in interest charges at the rate established for late payments under the New Jersey Prompt Payment Act. Such failure will also be considered as cause for contract termination in accordance with Section 3.5 of the Standard Terms and Conditions.

The contractor will be responsible for the collection, security, and accounting of all receipts from food service operations covered by this RFP.

The contractor or his authorized representative will have prearranged monthly meetings with the State Contract Manager to discuss the food service operation, types of food served, and any recommendations for the improvement of food service.

3.4 The contractor must have available corporate headquarters support in the form of administrative, dietetic, and personnel supervision with visitation to the facility at least once every two months or as requested by the State Contract Manager.

3.4.1 All food service directors must be interviewed and approved by the State Contract Manager at least seven (7) working days prior to assuming the position at the facility.

The contractor shall maintain an adequate staff of employees on duty at the food service facility for the timely preparation and the efficient, prompt service of food. Distinctive uniforms and identification badges provided by the contractor must be worn by all food service employees while at the Justice Complex.

The contractor shall also provide adequate administrative, dietetic, and personnel supervision.

### 3.4.2 Security Clearance

3.4.2.1 Pursuant to N.J.A.C. 13:59-1.1 et seq., as a condition of employment, the contractor shall undertake a criminal history record background check for all its employees assigned to work at the Justice Complex. The contractor shall bear the cost of the criminal history record background check.

3.4.2.2 The contractor shall submit to the New Jersey State Police Bureau of Identification ("SBI") an "application" fingerprint card, a request for criminal history record information form (SBI-212B), and the required fee for each employee it assigns to work at the Justice Complex. The contractor shall not permit any employee to work at the facility within the Justice Complex until the SBI has furnished the results of the criminal history record background check to the contractor.

3.4.2.3 The contractor shall retain the result of the individual's criminal history background check for as long as the individual works at the facility at the Justice Complex. The results of the criminal background check will be made available to the State Contract Manager upon request. If the contractor has had a State Police background, criminal and fingerprinting check performed for an employee that satisfies the exact criteria specified above, the State Contract Manager may accept the results of the criminal history background check. For a criminal history background check to be acceptable to the State Contract Manager, the check must have been made during the contract period or no earlier than six (6) months prior to the contract start date.

3.4.2.4 The contractor shall ensure that its personnel and its subcontractors' personnel observe all laws (including all regulations) in effect at the Justice Complex, including sign-in/sign-out procedures. The sign-in/sign-out sheet is the official record of employees for purposes of this Contract. The State Contract Manager uses the sign-in/sign-out sheets for contractor employee and work verification purposes. Under no circumstances can the contractor's employees or the employees of any subcontractor represent themselves as State employees.

3.4.2.5 The contractor must maintain a current list of all of its employees working under this contract. This list must be updated and supplied to the State Contract Manager representative twenty-four (24) hours before any new employee begins work at the Justice Complex facility. Any new employee on the list shall be clearly identified as such. This list must include the current list of "pool" of back-up employees required under the staffing requirements of the contract. The list must set forth each employee's full name, date of birth, and social security number. No employee shall be added to this list until the contractor has received the results of the employees criminal background check. Before commencing work at the Justice Complex facility, the contractor's employees must be approved by the State Contract Manager.

3.4.2.6 The contractor shall supply work uniforms that contain the contractor's logo (or other contractor identification) for all employees assigned to work at the Justice Complex facility. The uniform must consist of a shirt or smock. The uniform must be worn while the employee is at the Justice Complex. The contractor's logo or

name must be visible and cannot be covered by a sweater or jacket without the contractor logo or name.

3.4.2.7 The contractor shall provide identification badges to each employee. The badge shall be displayed on the outside of the uniform when the employee is at the Justice Complex. The badge shall display the employee's full name and contractor's name. A contractor's employee reporting to work at the Justice Complex facility without either a uniform or an identification badge shall not be permitted to remain in the Justice Complex.

3.4.2.8 The contractor is responsible for the conduct of its employees, its subcontractors and its subcontractors' employees on State premises. The contractor, its employees, its subcontractors and its subcontractors' employees are to observe and obey all security procedures in effect at the Justice Complex or any other State facility. If there is a need for intervention by the State security force or other State supervisory personnel due to the behavior, security breaches, or general misconduct of a contractor employee, subcontractor, or subcontractor employee, the contractor shall immediately remove the offender from the premises and replace the offender on a permanent basis. Further occurrences shall result in termination of the contract.

3.4.3 The contractor must provide periodic training programs for its the food service workers. A copy of the training schedule, topics to be covered, and type of training are to be submitted to the State Contract Manager for review. Training subjects should include principles of food service sanitation, prevention of food-borne illnesses, use and care of equipment and utensils, portion control, methods of serving, and the like.

### 3.5 Menu pattern, prices, quality, and quantity

3.5.1 All menus must be submitted by the contractor to the State Contract Manager for approval at least one (1) week in advance of the serving period. Contractor must print and distribute approved menus for the week by the preceding Thursday.

3.5.2 The State will provide cards and a locked box for collection thereof for customer comments regarding food appearance, taste, portion size, service, etc. The comments are to be used as a guide for menu offerings and food service. The comments received will be discussed with the contractor at the monthly meetings.

3.5.3 Menu additions and prices of same must be approved by the State Project Manager prior to being put into effect.

3.5.4 General price increases may be requested on a semiannual basis. Such increases must be based on a cost index, which reflects increases or decreases from specified labor and material indexes.

Economic price adjustments for this contract will be on a cost index method based on an increase or decrease from specified labor or material cost indexes.

In the event there is a large increase in cost due to the scarcity of a given material or food, the contractor may request a price adjustment to reflect the increase. The request shall be in writing to the State Contract Manager. The request shall include documentation

supporting the basis for the increase.

Price reduction may be made at any time during the contract period; the State Contract Manager shall be notified in writing of such price reductions.

For the purpose of this provision, the following definitions apply:

a. The "labor index" shall be the average hourly earnings for eating and drinking places as determined and published monthly by the Bureau of Labor statistics of the U.S. Department of Labor in "Employment and Earnings".

b. The "materials index" shall be the finished consumer foods (table 2) as determined and published monthly by the Bureau of Labor statistics of the U.S. Department of Labor in "Producer Prices and Price index."

c. The "base labor index" shall be the latest materials index, which is published on the date the bid is awarded.

d. The "base materials index" shall be the latest materials index, which is published on the date the bid is awarded.

e. An index is "published" when it appears in an issue of "employment and earnings" and "producer indexes," which can be obtained from the Washington or regional offices of the Bureau of Labor statistics.

Price increase requests shall be in writing documenting the increase in labor and/or food costs and shall include a percentage breakdown of increased cost.

Example:            food    3% labor   2% - - -5% total

Price increases will be granted up to the percentage amount computed by using the escalation formula. If any request is received that is lower than this calculated figure, the lower of the two will be effective. Any request that is received that is over this calculated figure will be modified downward to coincide with this figure.

#### Adjustment for labor costs

a. For the purpose of price adjustment, 40% of an item's cost shall be deemed to represent the labor content.

b. The labor content shall be adjusted for any increase or decrease in labor costs. The first adjustment for labor shall be equal to the difference between the base labor index at the award of contract and the latest base labor index published at the time when a semiannual review is conducted. All subsequent semiannual adjustments will be calculated based on the difference the previous semiannual index.

#### Adjustment for material costs

a. For the purpose of price adjustment, 60% of an item's cost shall be deemed to represent the material content.

b. The material content shall be adjusted for any increase or decrease in material costs. The first adjustment for material shall be equal to the difference between the base material index at the award of

contract and the latest base material index published at the time when a semiannual review is conducted. All subsequent semiannual adjustments will be calculated based on the difference from the previous semiannual index.

Examples:

a. Labor index

Start of contract	semiannual review	change
\$93.	\$101.	+8.6%

b. Material index

start of contract	semiannual review	change
157.8	173.4	+9.9%

c. Analysis

9.9% x 60% = 5.9% food  
8.6% x 40% = 3.4% labor  
-----  
9.3% or 9% increase

When dealing in one-tenths of one percent .5 or one half of one percent will be accepted. However, six-tenths or greater will be rounded up to the next whole figure while four-tenths or less will be rounded down to the next whole figure.

Once the calculations are completed and the acceptable percentage increase is arrived at, the vendor will be notified. No food item may be increased beyond this set figure during the next six month period.

Due to a 4 - 6 week lag period in the publication of this data, the effective date of any increase is contingent on receipt of this material. Therefore, a request for price increases beginning the first of December normally would not be granted prior to the second week of January.

In the event that an index is discontinued, equivalent indexes shall be substituted by mutual agreement of the parties.

3.5.6 The contractor shall provide menu boards containing prices of all food items carried. A separate menu board shall be maintained for daily specials.

3.5.7 Where applicable, the contractor shall provide "festive" meals during the year. The nature of each festive meal shall be determined in conjunction with the contractor, and the State Contract Manager.

3.5.8 It will be the contractor's responsibility upon conclusion of a catered function to restore the area to the condition in which it was found prior to the function.

3.5.9 The contractor shall prepare all food to the extent possible on the day it is to be served. Salads and sandwiches shall be prepared as close as possible to the time of serving. Preparation methods will follow good nutritional practices to ensure that

nutrient, textural and flavor characteristics of the foods are maintained.

3.5.10 The arrangement of food on plates and the display on the service line will be carried out to assure that maximum aesthetic appeal is obtained.

3.5.11 The contractor shall use standardized recipes for menu items. These will be subject to review and reasonable change by the State Contract Manager in the event of documented complaints about specific items.

### 3.6 Contract Management

3.6.1 The State's Contract Manager from the DPMC or its designated representative has the authority to regulate the dining facilities and kitchen and the contractor's operation thereof as to the quality and quantity of food and beverage service; the method of service; opening and closing hours; safety; sanitation; and the maintenance of the premises. All of these aforementioned items shall be maintained at a level satisfactory to the State's Contract Manager. The State's Contract Manager has the right to make reasonable changes to operating rules and policies. The contractor must comply with such changes. The State's Contract Manager has the right of access to all areas of the premises at any time.

### 3.7 Evaluation of service

3.7.1 The State shall have the right to form a food service committee composed of the State Contract Manager and the Division (DPMC) to appraise and evaluate the operation. The contractor may be required to attend all such food service committee meetings.

3.7.2 The Director or the State Contract Manager shall have the responsibility and authority for on-the-spot evaluations of operations at any time.

3.7.3 The contractor shall meet as requested by the State with the Division and the State Contract Manager to discuss food services, including types of food sanitation, maintenance of property, and cooperate at all times to maintain maximum efficiency and good public relations in the operation of services.

### 3.8 Sanitation

3.8.1 The contractor shall comply with all Federal and State law (and regulations) governing personnel and maintenance of the food service facility (loading areas, kitchens and dining rooms), storage and removal of trash. The contractor shall provide for an exterminator to make biweekly visits to the facility or more often if necessary. The contractor's exterminator must adhere to the Integrated Pest Management Program (IPMP) as implemented by the State Contract Manager.

3.8.2 The State has the right to inspect sanitary conditions in the Cafeteria at any time. The contractor shall be required to comply with and satisfy the sanitation standards established by State law.

3.8.3 All food shall be received, stored, prepared and served in accordance with regulations of Chapter 12 of the New Jersey State

Sanitary Code.

3.8.4 Leftover foods shall be at refrigerated 45 degrees or below in shallow covered pans after each meal and used promptly. All leftovers, which require refrigeration, shall be dated. Production control shall be such that all leftovers may be used as an additional selection within 24 hours of their initial meal service or be discarded. Production control worksheets must be kept on file in the operation for a 3 year period after the contract.

3.8.5 Any food which has been previously served to any other person or persons, or returned from any counter or table must be disposed.

3.8.6 Conditional satisfactory ratings from the New Jersey Health Department are not acceptable. Conditions resulting in this rating must be corrected within the time set by the Health Department or, the State has the right to intercede using its staff to make the required corrections. The contractor shall reimburse the State for this cost. This amount shall be deducted from any payments due the contractor.

3.8.7 The contractor shall permit the State Commissioner of Health or his authorized representative to inspect food in storage, preparation, transit or being served at the cafeterias.

3.9 Raw food purchasing specifications

3.9.1 The following specification represents the requirements, which shall be adhered to for the purchase of food to be used under this contract. The proposal of operations shall provide complete details (i.e., fat content in hamburger) including how the vendor intends to audit quality of purchases.

a. Beef and veal, U.S.D.A. Grade Choice b. Pork, lamb, and poultry, U.S.D.A. Grade A (#1) c. Eggs and dairy products, U.S.D.A. Grade A d. Frozen food, U.S.D.A. Grade A e. Fresh produce, Fancy f. Canned products, U.S.D.A. Grade A

3.9.2 All luncheon entrees shall contain a minimum of two (2) edible ounces of meat, fish, poultry, eggs or cheese.

3.9.3 All other food and food products must be of comparable quality as defined above.

3.9.4 The Director, Division of Purchase and Property, or his/her representative shall be provided with documentation that purchasing specifications have been adhered to and such documentation will be provided with operating reports.

3.10 Special requirements

The contractor will provide breakfast and lunch in the Justice Complex.

3.10.1 General - the contractor shall operate and manage the food service functions at the Justice Complex Cafeteria. The contractor shall have the total responsibility of planning and supervising the preparation and serving of all food required in the cafeteria of the Justice Complex.

3.10.2 Working hours - The usual working hours of State employees who will be served by the cafeteria are 7:30 a.m. to 5:00 p.m. However, these hours may vary. The usual lunch period for the employees is one hour. The usual coffee break for employees is 15 minutes in the morning and 15 minutes in the afternoon.

3.10.3 Population to be served - It is estimated that the resident population of the Justice Complex to be serviced by this food service facility is 2500.

This figure does not include anticipated visitors to the building nor does it indicate the amount of people that may be in the Justice Complex at any given time.

3.10.4 Seating capacity - The seating capacity of the dining room is as follows:

Justice Complex main dining room - 600

Note: There are numerous conference rooms and lounges throughout the complex that may request catering services.

3.10.5 Service requirements - type of service

a. All meals, except as otherwise provided, shall be serviced on self-bussing basis under current conditions set forth by the Director or State Contract Manager. The contractor will provide personnel to follow up self-bussing by removing refuse, wiping down tables, vacuuming carpets, and providing all services to maintain the sanitary condition of the Justice Complex facility.

b. The contractor may be requested to cater to functions including Grand Jury lunches, meetings, conferences, seminars, and other gatherings held at the Justice Complex. Charges for food service shall be mutually agreed upon in advance for such services based on the types of menu and services required. All catering will include complete bussing service.

c. The contractor will maintain a calendar of catering reservations of the dining room(s). Dining room(s) will be reserved on a first come first serve basis between the contractor and tenants of Justice Complex. No more than 3000 square feet of dining space can be reserved for catering service.

d. Candy, cookies, tobacco, cigarettes and soda are sold by the operators of the candy stands under the jurisdiction of the Commission for the Blind.

3.10.6 Workers contract

It is the responsibility of the contractor to comply with all Federal and State law and regulations regarding the hiring of employees.

4.0 Proposal Preparation and Submission

4.1 General

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

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

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

#### 4.2 Proposal Delivery and Identification

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP cover sheet. Bidders submitting bid proposals 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 bid proposal packages must be labeled with the bid identification number, final bid opening date and the buyer's name. All of this information is set forth at the top of the RFP cover sheet.

#### 4.3 Number of Bid Proposal Copies

Each bidder must submit one (1) complete ORIGINAL bid proposal, clearly marked as the "ORIGINAL" bid proposal. Each bidder is requested to submit seven (7) full, complete and exact copies of the original. The copies requested are necessary in the evaluation of your bid. Bidders failing to provide the requested number of copies will be charged the cost incurred by the State in producing the required number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

#### 4.4 Proposal Content

The proposal should be submitted in one volume and that volume divided into three(3) Sections as follows:

##### 4.4.1 Section 1 - Forms

##### 4.4.1.1 Ownership Disclosure Form

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

##### 4.4.1.2 MacBride Principles Certification

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

#### 4.4.1.3 Affirmative Action

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

4.4.1.4 Set Aside Contracts- Not applicable to this procurement

4.4.1.5 Not applicable to this procurement

#### 4.4.2 Section 2- Technical and Organizational Support and Experience Proposals

4.4.2.1 Bidders must submit their technical and organizational support and experience information by fully and accurately completing the bidder data sheets attached to this RFP as section 7.0.

A bidder's failure to fully, properly and accurately complete all of the technical proposal and organizational support and experience information required by section 7.0 RFP may result in their bid being rejected as non-responsive.

4.4.2.2 The bidder shall present as part of its bid proposals a comprehensive menu of foods to be served, including portions and prices. The menu may be modified to adjust for the seasonal availability of certain foods. The bidder should indicate in its proposal the proposed method to be used for controlling portion sizes.

4.4.2.3 Each bidder shall submit with the bidding document a catering book which shall include representative menus, portions and prices. The catering book should state the amount of notice required to book a catered event. Prices for catered events that do not appear in the representative menu shall be subject to negotiation between the contractor and the State. The successful bidder will be required to print and distribute a catering brochure that will advertise the type of services available. This brochure shall be available by the contract start date.

#### 4.4.3 Section 3-COST PROPOSAL

4.4.3.1 Bidders must submit their cost proposal using the State supplied price sheet attached to this RFP.

Failure to submit all information required will result in your bid being considered non-responsive. Each bidder is requested to hold its prices firm through issuance of contract as stated in #3 on the RFP cover page and in accordance with the Standard Terms and Conditions so that an award can be accurately made.

#### 4.4.3.2

A bidder's failure to fully, properly and accurately complete all of the cost information required by section 8.0 of this RFP may result in their bid being rejected as non-responsive.

## 5.0 Contractual Terms and Conditions

### 5.1 Precedence of Contractual Terms and Conditions

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

Unless specifically noted within this RFP, the Standard Terms and Conditions take precedence over the Special Terms and Conditions.

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

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

### 5.2 Performance Bond

This section supplements Section 3.3b of the Standard Terms and Conditions. A performance bond is required. The amount of the performance bond is noted on the RFP cover sheet. The performance bond must be posted within 30 days of the effective date of the contract award. The performance bond must remain in full force and effect for the term of the contract and any extension thereof.

### 5.3 Business Registration

Proof of valid business registration with the Division of Revenue, Department of the Treasury, State of New Jersey, should be submitted by the bidder and, if applicable, by every subcontractor of the bidder, with the bidder's bid. No contract will be awarded without proof of business registration with the Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730.

### 5.4 Contract Term and Extension Option

The term of the contract shall be for a period of three years. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP. If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for an additional two year period on year to year basis by mutual written consent of the contractor and the Director.

### 5.5 Contract Transition

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

## 5.6 Availability of Funds

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

## 5.7 Contract Amendment

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

## 5.8 Contractor Responsibilities

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

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

## 5.9 Substitution of Staff

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

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

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

## 5.10 Substitution or Addition of Subcontractor(s)

This Subsection serves to supplement but not to supersede Section 3.11 of the Standard Terms and Conditions of this RFP.

If it becomes necessary for the contractor to substitute and/or add a subcontractor, the contractor will identify the proposed new subcontractor and the work to be performed. The contractor must

provide detailed justification documenting the necessity for the substitution or addition.

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

In the event a subcontractor is proposed as a substitution, the proposed subcontractor must equal or exceed the qualifications and experience of the subcontractor being replaced. In the event the subcontractor is proposed as an addition, the proposed subcontractor's qualifications and experience must equal or exceed that of similar personnel proposed by the contractor in its bid proposal.

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

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

5.11 Ownership of Material - Not applicable to this procurement

5.12 Data Confidentiality - Not applicable to this procurement

5.13 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.

5.14 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.

5.15 Licenses and Permits

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

5.16 Claims and Remedies

5.16.1 Claims

The following shall govern claims made by the contractor regarding contract award rescission, contract interpretation, contractor performance and/or suspension or termination.

Final decisions concerning all disputes relating to contract award rescission, contract interpretation, contractor performance and/or contract reduction, suspension or termination are to be made in a manner consistent with N.J.A.C. 17:12-1.1, et seq. The Director's final decision shall be deemed a final agency action reviewable by the Superior Court of New Jersey, Appellate Division.

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. However, any claim against the State relating to a final decision by the Director regarding contract award rescission, contract interpretation, contractor performance and/or contract reduction, suspension or termination shall not accrue, and the time period for performing any act required by N.J.S.A. 59:8-8 or 59:13-5 shall not commence, until a decision is rendered by the Superior Court of New Jersey, Appellate Division (or by the Supreme Court of New Jersey, if appealed) that such final decision by the Director was improper.

#### 5.16.2 Remedies

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

5.17 Late Delivery and Liquidated Damages - Not applicable to this procurement

5.18 Retainage - Not applicable to this procurement

5.19 State's Option to Reduce Scope of Work

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

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

5.20 Suspension of Work

The State Contract Manager may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.21 Change in Law

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the contractor

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

5.22 Additional Work - Not applicable to this procurement

5.23 Form of Compensation and Payment

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

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

Payment to Contractor - Optional Method

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

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

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

5.24 Year 2000 Compliance - Not applicable to this procurement

5.25 Contractor's Personnel

5.25.1

The Contractor will be solely responsible for all-direct management, supervision, and control of the work performed by the Contractor's personnel. The Contractor shall be responsible for determining the proper work methods and procedures to be used and for ensuring that it are properly and safely undertaken and completed in a satisfactory manner.

#### 5.25.2

All parties must clearly understand that all contractor's personnel provided by the Contractor or any of his subcontractors shall be considered employees of the Contractor or subcontractor. Under no circumstances shall these people be considered employees of the State or as independent Contractors. Therefore, the Contractor and any of his subcontractors must provide all functions related to these personnel with respect to their classification as employees. These functions will include such services as salary, benefits and proper payroll deductions such as federal and state income taxes, disability and unemployment insurance etc.

Contractor's personnel will be in uniform, clearly indicating name of firm and identifying their affiliation with the firm. In addition, personnel shall bear identification cards at all times with their name as well as the firm name listed on the card.

#### 5.25.3

All Contractor personnel must observe all State regulations in effect at the location where the work is being performed. While on State property, the contractors personnel shall be subject to oversight by the States Contract Manager. Under no circumstances shall the Contractors or any subcontractor's personnel be deemed employees of the State. Contractor or subcontractor personnel shall not represent themselves to be employees of the State.

Contractor's personnel will at all times make their best efforts to be responsive, polite, and cooperative when interacting with representatives of the State or any other State Employees.

The Contractor's personnel shall be required to work in a harmonious manner with State employees as well as outside contractors, if applicable. Nothing contained in this RFP shall be construed as granting the Contractor the sole right to supply personal or contractual services required by the State.

The Contractor agrees that, upon request by the State's Contract Manager, the Contractor shall remove from the work crew any of his 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, tardiness, or substandard performance. The State's Contract Manager or his representative is empowered to request that the Contractor replace offending personnel immediately.

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

#### 5.25.4

In addition, in connection with the performance of work under this contract, the Contractor agrees not to employ any person-undergoing sentence of imprisonment, except as provided under Public Law 89-176, September 10, 1965 (18 U.S.C. 4082)(c)(2) and Executive Order 11755,

December 29, 1973.

All employees supplied by the contractor shall be required to have a background criminal check at the contractor's expense.

## 6.0 Proposal Evaluation/Contract Award

### 6.1 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 Purchase Bureau. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant in an advisory role.

### 6.2 Oral Presentation and/or Clarification of Proposal

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

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

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

### 6.3 Evaluation Criteria

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

6.3.1 The bidder's general approach and plans in meeting the requirements of the RFP. When making the contract award decision, the State may consider evidence of formal or other complaints against any bidder(s) by the State of New Jersey for contracts held in the past or present by the bidder.

6.3.2 The bidder's responsiveness to all RFP requirements.

6.3.3 The State reserves the right to check the bidder's financial capacity and ability to successfully undertake and complete the services required by this RFP by any means deemed appropriate.

6.3.4 The State reserves the right to conduct site inspections of any

facility(s) serviced by the bidder(s) to assist in judging the bidder's ability to provide the services required by this RFP. This applies to all facilities services by the bidder or any sub-contractor to the prime contractor. This right extends to all facilities of which the State is aware of or becomes aware of that the bidder is servicing, whether or not the facility is listed in the bidder's bid proposal.

6.3.5 The Director, Division of Purchase and Property may obtain any information determined to be appropriate regarding the ability of the bidder to supply and/or render the service required by this RFP.

6.3.6 The Director may consider such other factors as in the opinion of the Director, are important in evaluating the bidder's bid proposal and awarding contracts as determined to be in the best interest of the State.

6.3.7 The State reserves the right to request all bidders to explain the method used to arrive at any or all cost or pricing figures.

6.3.8 The bidder's cost proposal in response to the RFP price sheet Section 8.0 and/or section 7.0 Contractor Data Sheet of the RFP.

6.3.9 In the event an award is not made in accordance with the contract period stated on this RFP, the successful bidder agrees to accept award commencing with the formal date of award for a period of thirty-six (36) months or as determined to be in the best interest of the State.

#### 6.4 Contract Award

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

#### PLEASE NOTE:

Bidder must provide the following information:

Provide a complete list of entrees, sandwiches, soups and beverages. Includes proposed prices and portions sizes. Portion sizes for protein foods should be specific.

For example:

Boiled ham and Swiss cheese sandwich 2 oz. ham, 1 oz. cheese

Stuffed pepper in tomato sauce 6 oz. serving, including 2 oz. of cooked ground beef.

Baked macaroni and cheese 6 oz. serving, including 2 oz. cheese

Canned grade A peaches 4 oz. serving

Canned grade A green beans 4 oz. serving

Portions that refer to weight before cooking shall be so indicated.

For example:

Grilled cheeseburger

4 oz. (20% fat) ground beef - weight before cooking 1 oz. American cheese 2 oz. bun

Detailed list of any promotional programs to be offered monthly, holidays, and on a regular basis.

7.0 CONTRACTOR DATA SHEET

(To be completed by Bidder)

1. The number of years your firm has been performing food services: \_\_\_\_\_
2. How many full time personnel will be available to work on this contract \_\_\_\_\_
3. Indicate number of calendar days required after notification of award to assume all contractual duties and responsibilities.  
\_\_\_\_\_
4. Location of bidder's office that will be responsible for managing this contract.

Name: \_\_\_\_\_ Phone# \_\_\_\_\_

Address: \_\_\_\_\_ Fax # \_\_\_\_\_

\_\_\_\_\_ E-Mail Address \_\_\_\_\_

5. Name(s) and phone number(s) of management personnel to be contacted if problems or emergencies occur:

Name(s) \_\_\_\_\_

Phone number \_\_\_\_\_

Cell Phone number \_\_\_\_\_

Pager Number \_\_\_\_\_

Name(s) \_\_\_\_\_

Phone number \_\_\_\_\_

Cell Phone number \_\_\_\_\_

Pager Number \_\_\_\_\_

6. Names of corporate personnel to be assigned to work on this contract including a brief resume concerning their applicable experience in food service.

Name \_\_\_\_\_

Years employed by your firm \_\_\_\_\_

Current position \_\_\_\_\_

Years worked in food service industry \_\_\_\_\_

Resume

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Name \_\_\_\_\_

Years employed by your firm \_\_\_\_\_

Current position \_\_\_\_\_

Years worked in food service industry \_\_\_\_\_

Resume

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7. Name of proposed food service director for the Justice Complex, including a brief resume. Information to be included is that listed below in addition to that described in section 4.

Food service director

Name \_\_\_\_\_

Years employed by your firm \_\_\_\_\_

Current position \_\_\_\_\_

Years worked in food service industry \_\_\_\_\_

Resume

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8. Please provide a list of all governmental or in-plant clients now under contract with your firm. Include the length of time each contract has been in force and the name of a person with phone number the State may contact for reference. Additionally, give address, average number served daily and if catering service is included.

Client Name \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone Num. \_\_\_\_\_  
Average # served \_\_\_\_\_  
Is catering included \_\_\_\_\_

Client Name \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone Num. \_\_\_\_\_  
Average # served \_\_\_\_\_  
Is catering included \_\_\_\_\_

Client Name \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone Num. \_\_\_\_\_  
Average # served \_\_\_\_\_  
Is catering included \_\_\_\_\_

Client Name \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone Num. \_\_\_\_\_  
Average # served \_\_\_\_\_  
Is catering included \_\_\_\_\_

Bidders must indicate the guaranteed percentage of gross receipts to be paid to the State on all food service operations for Justice Complex, Trenton, NJ as per the terms, conditions and specifications of this RFP. Sales taxes collected are to be excluded when the vendor reimburses the State its percentage of gross sales.

The State reserves the right to request all bidders to explain the method used to arrive at any or all figures.

Important note: All bid prices shall be typed or written in ink. any corrections, erasures or other form of alteration to percentage figure bid shall be initialed by the vendor.

Bidders must indicate a single guaranteed percentage of gross receipts to be paid to the State on gross receipts from all food service operations at the Justice Complex on the price sheet. "All food service operations" will mean main dining room and catering functions.

#### 8.0 Price Sheet