



Request for Proposal 06-X-38341

For: Cafeteria/Food Services: NJ National Guard Training Center, Sea Girt

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	02/22/2006	04:00 PM
Mandatory Pre-bid Conference (Refer to RFP Section 1.3.3 for important details about the new electronic bid option.)	02/28/2006	10:00 AM
Mandatory Site Visit (Refer to RFP Section 1.3.3 for more information.)	02/28/2006	10:00 AM
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	03/14/2006	02:00 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.

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

Using Agency/Agencies

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

State of New Jersey

Date: February 7, 2006

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 BID PROPOSAL	6
1.3.3 MANDATORY SITE VISIT	6
1.3.4 MANDATORY PRE-BID CONFERENCE.....	6
1.3.5 DOCUMENT REVIEW	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 BID PROPOSAL.....	7
1.4.5 PRICE ALTERATION.....	8
1.4.6 JOINT VENTURE.....	8
2.0 DEFINITIONS.....	9
2.1 GENERAL DEFINITIONS.....	9
2.2 CONTRACT SPECIFIC DEFINITIONS	10
3.0 SCOPE OF WORK.....	11
3.1 GENERAL	11
3.2 FACILITY AND EQUIPMENT.....	12
3.3 GENERAL OPERATING REQUIREMENTS	13
3.4 CONTRACTOR PERSONNEL	15
3.5 SECURITY CLEARANCES	15
3.6 FOOD SERVICE REQUIREMENTS	16
3.7 EVALUATION OF SERVICE	19
3.8 SANITATION.....	19
3.9 RAW FOOD PURCHASING SPECIFICATIONS.....	20
3.10 RECORD KEEPING.....	20
4.0 BID PROPOSAL PREPARATION AND SUBMISSION.....	22
4.1 GENERAL	22
4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION.....	22
4.3 NUMBER OF BID PROPOSAL COPIES.....	22
4.4 BID PROPOSAL CONTENT	22
4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL	22
4.4.1.1 SIGNATORY PAGE.....	22
4.4.1.2 OWNERSHIP DISCLOSURE FORM.....	22
4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER	23
4.4.1.4 NOTICE OF INTENT TO SUBCONTRACT FORM.....	23
4.4.1.5 SUBCONTRACTOR UTILIZATION FORM.....	23
4.4.1.6 BID BOND.....	23
4.4.2 PROOF OF REGISTRATIONS THAT MUST BE SUBMITTED WITH THE BID PROPOSAL.....	23
4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE	23
4.4.2.2 SMALL BUSINESS SET-ASIDE CONTRACTS.....	24
4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.....	24
4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION	24
4.4.3.2 AFFIRMATIVE ACTION.....	24
4.4.3.3 SERVICES SOURCE DISCLOSURE FORM.....	24
4.4.4 TECHNICAL PROPOSAL	24
4.4.4.1 MANAGEMENT OVERVIEW.....	24

4.4.4.2 CONTRACT MANAGEMENT	24
4.4.4.3 CONTRACT SCHEDULE.....	25
4.4.4.4 MOBILIZATION AND IMPLEMENTATION PLAN.....	25
4.4.4.5 POTENTIAL PROBLEMS	25
4.4.5 ORGANIZATIONAL SUPPORT AND EXPERIENCE	25
4.4.5.1 LOCATION.....	26
4.4.5.2 ORGANIZATION CHART (CONTRACT SPECIFIC)	26
4.4.5.3 RESUMES	26
4.4.5.4 BACKUP STAFF	26
4.4.5.5 ORGANIZATION CHART (ENTIRE FIRM).....	26
4.4.5.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE	26
4.4.5.7 FINANCIAL CAPABILITY OF THE BIDDER.....	26
4.4.5.8 SUBCONTRACTOR(S).....	27
4.4.6 PRICE SCHEDULE.....	27
5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS.....	27
5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS.....	27
5.2 CONTRACT TERM AND EXTENSION OPTION	27
5.3 CONTRACT TRANSITION.....	28
5.4 CONTRACT AMENDMENT	28
5.5 CONTRACTOR RESPONSIBILITIES	28
5.6 SUBSTITUTION OF STAFF	28
5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)	28
5.8 OWNERSHIP OF MATERIAL	29
5.9 DATA CONFIDENTIALITY	29
5.10 NEWS RELEASES.....	30
5.11 ADVERTISING	30
5.12 LICENSES AND PERMITS	30
5.13 CLAIMS AND REMEDIES.....	30
5.13.1 CLAIMS.....	30
5.13.2 REMEDIES.....	30
5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS.....	30
5.14 LATE DELIVERY	30
5.15 RETAINAGE.....	31
5.16 STATE'S OPTION TO REDUCE SCOPE OF WORK	31
5.17 SUSPENSION OF WORK.....	31
5.18 CHANGE IN LAW.....	31
5.19 CONTRACT PRICE INCREASE (PREVAILING WAGE)	31
5.20 ADDITIONAL WORK AND/OR SPECIAL PROJECTS	31
5.21 FORM OF COMPENSATION AND PAYMENT.....	32
5.21.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD.....	33
5.22 MODIFICATIONS AND CHANGES TO THE NJ STANDARD TERMS AND CONDITIONS.....	33
5.22.1 PATENT AND COPYRIGHT INDEMNITY.....	33
5.22.2 INDEMNIFICATION	33
5.22.3 INSURANCE - PROFESSIONAL LIABILITY INSURANCE	34
6.0 PROPOSAL EVALUATION/CONTRACT AWARD	34
6.1 PROPOSAL EVALUATION COMMITTEE	34
6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL.....	34
6.3 EVALUATION CRITERIA	35
6.3.1 TECHNICAL EVALUATION CRITERIA	35
6.3.2 BIDDER'S PRICE SCHEDULE	35
6.3.3 BID DISCREPANCIES	35
6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO).....	35
7.0 CONTRACT AWARD.....	36
7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD	36
7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134).....	36
7.1.1.1 DEFINITIONS	36
7.1.1.2 BREACH OF TERMS OF THE LEGISLATION.....	37

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS.....	37
7.1.1.4 STATE TREASURER REVIEW	38
7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271.....	38
7.1.2 SOURCE DISCLOSURE REQUIREMENTS.....	38
7.1.2.1 REQUIREMENTS OF N.J.S.A. 52:34-13.2.....	38
7.1.2.2 SOURCE DISCLOSURE REQUIREMENTS	38
7.1.2.3 BREACH OF CONTRACT OF EXECUTIVE ORDER 129	38
7.2 FINAL CONTRACT AWARD	39
7.3 INSURANCE CERTIFICATES	39
7.4 PERFORMANCE BOND	39
8.0 CONTRACT ADMINISTRATION.....	39
8.1 CONTRACT MANAGER	40
8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES.....	40
8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER	40

1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of various agencies in the State of New Jersey. The purpose of this RFP is to solicit bid proposals to engage a contractor to provide food service for the New Jersey National Guard Training Center in Sea Girt, New Jersey. Food service shall be provided for various agencies to include the Department of Corrections, Department of Military and Veteran's Affairs, Juvenile Justice Commission, New Jersey State Police, New Jersey Army National Guard and any other agencies in training. All utilities will be furnished by the State with the exception of telephone service.

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

The NJ Standard Terms & Conditions version 01 20 06 will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

1.2 BACKGROUND

The New Jersey National Guard Training Center was constructed in 1967 and occupies an area of approximately 17,886 square feet. Food service is required at the New Jersey National Guard Training Center for various State agencies in training and the New Jersey National Guard. Meals are generally required Monday through Friday and are also required for New Jersey National Guard weekend drills and summer camp. The typical requirement is three meals per day (breakfast, lunch and dinner) and evening snacks.

An average of 14,750 meals are served a month including weekends. There is no guarantee of any minimum or maximum number of meals to be served under this contract.

This is a reprocurement of the Food Service, Complete Meals, New Jersey National Guard Training Center in Sea Girt term contract, presently due to expire on April 30, 2006. Bidders who are interested in the current contract specifications and pricing information may review the current contract T1243 at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

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

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

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

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

1.3.2 SUBMISSION OF BID PROPOSAL

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

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

Directions to the Purchase Bureau can be found at the following web address:

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

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

1.3.3 MANDATORY SITE VISIT

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

**New Jersey National Guard Training Center
Building 11
Sea Girt Avenue
Sea Girt, New Jersey 08750**

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

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

1.3.4 MANDATORY PRE-BID CONFERENCE

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

**New Jersey National Guard Training Center
Building 11
Sea Girt Avenue
Sea Girt, New Jersey 08750**

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

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

1.3.5 DOCUMENT REVIEW

Not applicable to this procurement.

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

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

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

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

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

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

1.4.2 BIDDER RESPONSIBILITY

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

1.4.3 COST LIABILITY

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

1.4.4 CONTENTS OF BID PROPOSAL

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

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

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

1.4.5 PRICE ALTERATION

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

1.4.6 JOINT VENTURE

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

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

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

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

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

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

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

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

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

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

Division – The Division of Purchase and Property

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

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

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

May – Denotes that which is permissible, not mandatory.

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

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

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

Should – Denotes that which is recommended, not mandatory.

State Contract Manager – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work as set forth in Sections 5.2, 5.2.1, 5.2.2 and 5.2.3.

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

State – State of New Jersey.

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

Task – A discrete unit of work to be performed.

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

2.2 CONTRACT SPECIFIC DEFINITIONS

AGR – Active Guard Reserve soldier, New Jersey Army National Guard

I.M.P. – Institutional Meat Purchase Specifications, a series of meat product specification mandated by the U.S. Department of Agriculture

NJARNG – State of New Jersey, Army National Guard

U.S.D.A. – United States Department of Agriculture

3.0 SCOPE OF WORK

3.1 GENERAL

The contractor shall operate the food service facility at the New Jersey National Guard Training Center for any State agency in training and the New Jersey National Guard. The contractor is fully responsible for all costs associated with the management, operation and maintenance of the food service facility at the Training Center.

The provision of cash meals shall also be made available at the current contract price for Training Center visitors, employees, officers and AGR soldiers on an as needed basis.

The contractor shall provide all commodities and services necessary to provide food service at the Training Center 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 and supplies to include paper products.

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

3.1.3 The contractor must provide for the replacement, at the same level of quality, of the loss and/or breakage of the initial inventory of china, glassware, silverware, trays and other movable kitchen and serving equipment originally furnished by the State.

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

3.1.5 The contractor must provide for the maintenance 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).

The contractor must ensure that all drains, including floor drains and traps, remain free flowing and clear of debris.

3.1.6 Ventilation Hood Maintenance/Grease Traps and Drains

The State shall provide for the inspection, maintenance, testing and recharging of the chemical kitchen range hood fire suppression systems. The work to be performed shall be in compliance with the New Jersey Uniform 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 Uniform Fire Code. Compliance with the New Jersey Uniform Fire Code is subject to inspection by the New Jersey Department of Community Affairs, Division of Fire Safety and/or the Department of Treasury, Division of Property Management and Construction's Bureau of Special Services.

The State shall provide for the professional cleaning of all grease traps and drains.

3.1.7 The contractor shall furnish and maintain all office equipment, including but not limited to personal computers, typewriters, adding and calculating machines, and cash registers.

3.1.8 The contractor is responsible for providing a telephone and line for its use and will not be permitted to utilize the State's telephone service.

3.2 FACILITY AND EQUIPMENT

The contractor shall have the exclusive use, during the Training Center hours, 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.

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 and will bear all such costs. The contractor will verify through execution of an acceptance agreement the proper working condition of all equipment at the facility.

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. The contractor must repair or replace all loss and/or broken fixtures or equipment at the expiration of the contract. The contractor will surrender ownership of the 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 owned property within the facility. This inventory list shall be submitted to the State's Contract Manager or a designated representative. The State's representative 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. The contractor remains responsible for all maintenance until the expiration of the contract.

3.2.3 The contractor shall 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, and walls. 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 cleaning of the food preparation/serving areas in accordance with the Sanitary Code reference cited above.

3.2.3.1 The contractor shall submit a cleaning schedule to the State Contract Manager for approval. All kitchen and dining areas shall be cleaned in accordance with Appendix #1 - Janitorial Level of Cleanliness.

3.2.3.2 Failure to perform the cleaning activities 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 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 must perform.

3.2.4 The contractor must bear at its expense, all costs associated with preventive maintenance of all items listed in the contract, including but not limited to, furnishings, fixtures, and equipment in the food service facility.

3.2.4.1 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 and the State will bear all such costs.

3.2.4.2 The contractor's failure to protect the State's investment in furnishings, fixtures and equipment by full compliance with Sections thru above shall constitute cause for contract cancellation pursuant to the NJ State Standard Terms and Conditions of this RFP version 01 20 06..

3.2.5 The contractor shall remove daily all trash, garbage, and debris generated through food service facility operations and utilize the State's trash removal and recycling services. The contractor must comply with all recycling requirements of the State of New Jersey and Monmouth County. The contractor is encouraged to use biodegradable and environmentally friendly products 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 must supply leak proof, enclosed carts or containers to transport garbage/trash from the food service 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 If the dishwashing facilities should become temporarily inoperative and paper service is required, the contractor will be responsible for providing such paper service and shall bear all costs.

3.2.7 Equipment or appliances, which dispense food, may not be installed or used at the facility without the approval of the State Contract Manager.

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

3.3 GENERAL OPERATING REQUIREMENTS

3.3.1 Facility Hours

3.3.1.1 The food service facility will be open seven days a week. Three meals shall be provided; breakfast, lunch, and dinner. The schedule of meal service may vary for each using agency. Evening snacks shall be provided on an as needed basis.

3.3.1.2 The State may use the cafeteria for events unrelated to food service at the discretion of the State Contract Manager. Appropriate set-up and clean-up shall be the responsibility of the State.

3.3.1.3 Normal mealtime periods shall be at the discretion of the State Contract Manager. However, approximate times shall be:

Breakfast: 6:00 AM until 8:00 AM

Lunch: 11:30 AM until 1:00 PM
Dinner: 4:30 PM until 6:00 PM

3.3.1.4 Emergency demands may necessitate the immediate preparation of meals for any number of affected personnel.

3.3.1.5 Food service may be required on State holidays. The State Contract Manager will notify the contractor at least one (1) week in advance of days that food service will be required on State holidays. The following holidays will be observed under this contract:

New Years Day – January 1
Dr. Martin Luther King’s Birthday – Third Monday in January
Lincoln’s Birthday – February 12
Washington’s Birthday = Third Monday in February
Good Friday – Friday before Easter
Memorial Day – Last Monday in May
Independence Day – July 4
Labor Day – First Monday in September
Columbus Day – Second Monday in October
General Election Day – First Tuesday following first Monday in November
Veterans Day – November 11
Thanksgiving Day – Fourth Thursday in November
Christmas Day – December 25

If holidays fall on a Saturday or Sunday, the preceding or succeeding day (Friday or Monday) will be the State holiday.

There also may be days that food service may be required but the State is closed due to inclement weather or when a Governor’s edict orders State workers not to report on the Friday after Thanksgiving. The State Contract Manager will notify the contractor in advance or as quickly as possible in regard of such occasions.

3.3.1.6 On occasion, the New Jersey National Guard may utilize the food service facility for special events. During these events all food and equipment will be supplied by the New Jersey National Guard.

3.3.2 Number of meals:

The State does not guarantee the minimum or maximum number of meals to be served. The State estimates the average number of meals served per week including weekends is as follows:

Breakfast: 1,068
Lunch: 1,335
Dinner: 1,068
Snacks: 1,050

3.3.3 In addition, it is estimated that other Training Center employees and personnel attending special schools and in-service training may take advantage of the dining room and purchase meals. The coordinator of the special training must notify the contractor of the estimated number of meals to be served by the Friday preceding the training. An actual count must be given to the contractor no later than 9:30 AM each day of training.

3.3.5 The contractor or its 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. This may include but is not limited to the use of customer surveys concerning the contractor's performance, food quality, food portions and service, etc.

3.3.6 The contractor must have available corporate headquarters support in the form of administrative, dietetic, and personnel supervision. Each of these individuals must visit the facility at least once every two months or as requested by the State Contract Manager.

3.3.7 All food service directors must be interviewed and approved by the State Contract Manager at least fifteen (15) working day's prior to assuming the position at the facility. Replacement or temporary management personnel are also subject to interview and approval by the State Contract Manager.

3.3.8 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.

3.3.9 The contractor must provide periodic training programs for its 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.

3.4 CONTRACTOR PERSONNEL

3.4.1 The contractor must ensure that its personnel and its subcontractors' personnel observe all laws (including all regulations) in effect at the Training Center. Under no circumstances can the contractor's employees or the employees of any subcontractor represent themselves as State employees.

3.4.2 The contractor shall supply work uniforms that contain the contractor's logo (or other contractor identification) for all employees assigned to work at the Training Center. The uniform must be worn while the employee is at the facility. The contractor's logo or name must be visible and cannot be covered by a sweater or jacket without the contractor logo or name.

3.4.3 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 facility. The badge shall display the employee's full name and contractor's name. A contractor's employee reporting to work at the facility without either a uniform or an identification badge shall not be permitted to remain in the building.

3.4.4 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 Training Center 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.

3.5 SECURITY CLEARANCES

3.5.1 As a condition of employment at any State facility and for purposes of determining a person's qualifications for employment, the contractor shall undertake a criminal history record background check for all its employees assigned to work at the State facilities pursuant to

N.J.A.C. 13:59-1.1 et seq. The contractor shall bear the cost of the criminal history record background check. The contractor shall be responsible for insuring that employees have legal immigration status to be working in the United States.

3.5.2 The contractor shall submit to the New Jersey State Police State 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 all State facilities. The contractor shall not permit any newly hired, rehired or transferred employee to work in a State facility until the SBI has furnished the results of the criminal history record background check to the contractor.

It is the contractor's responsibility to work within the New Jersey State Police time schedule for turn around time from the initial submission to the receipt of the results. This time schedule may be a critical factor in meeting the start up date of this contract.

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

3.5.4 The contractor must maintain a current list of all 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 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 this 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 facility, the contractor's employees must be approved by the State Contract Manager.

3.6 FOOD SERVICE REQUIREMENTS

3.6.1 The contractor must submit all menus to the State Contract Manager for approval at least one (1) week in advance of the serving period. The weekly menu must include portion sizes. Contractor must print, publicly post and or distribute approved menus for the week by the preceding Thursday. Any alterations or changes must be approved the State Contract Manager prior to implementation.

3.6.2 The contractor will provide all meals in accordance with Food Portion Size-Per Recruit (Appendix #2), with the exception of beverages. The following items must be provided on an "Unlimited" basis: salad bar, condiments, peanut butter and jelly, assorted breads, hot and cold cereal, coffee, tea, milk and juice drinks.

3.6.3 The contractor shall provide a 14 day rotating menu (refer to Appendix #3- Sample Menu).

3.6.4 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.

3.6.5 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.

3.6.6 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.

3.6.7 Breakfast - The breakfast menu shall include, at a minimum the following:

- Fresh fruit
- 100% fruit juices
- One cooked cereal
- Whole grain ready to eat cereals
- Eggs, including omelets (Eggs may be made to order on weekends only, at the request of the NJANG)
- One grilled specialty item (French toast, waffles or pancakes, with syrup)
- Breakfast meat (Bacon, sausage, ham, creamed beef)
- Assorted breads, margarine or butter
- One breakfast pastry
- Two flavors of individual or bulk low-fat yogurt
- Choice of beverage to include: Milk, coffee, tea, cocoa and cappuccino

3.6.8 Lunch and Dinner - The daily lunch and dinner menus shall include, at a minimum the following:

- One hot entrée
- Potato or starch food
- Vegetable
- Deluxe salad bar
- Dessert
- Fresh fruit
- Assorted bread and rolls
- Butter or margarine
- Choice of beverage to include: Milk, fruit drinks, coffee, tea, cocoa and cappuccino

A hot entrée shall include a fish or meat product such as pork, chicken, beef, veal, etc. Pasta is not to be considered a hot entrée.

3.6.9 Salad Bar - A salad bar is required for lunch and dinner each day. The salad bar is to include at a minimum, the following items:

- Soup (Broth or cream based, type of soup shall vary for lunch and dinner daily)
- Iceberg and romaine lettuce
- Assorted greens, fresh spinach
- Cucumbers, tomatoes, carrots, onions, celery, mushrooms, radishes, broccoli
- Pickles, pickled beets, hot peppers, olives
- Cottage cheese, shredded cheese
- Hard boiled eggs
- Bacon bits, croutons
- Salad dressings (Three regular and two non-fat), oil & vinegar
- One type of starch salad (Potato, macaroni, etc.)
- One type of legume salad

- Two types of meat salad (Tuna, chicken, turkey, etc.)
- Beans (Garbanzo, kidney, etc.)

Any changes to the salad bar must be approved in writing by the State Contract Manager.

3.6.10 The contractor shall supply all condiments to include but not limited to ketchup, mustard, mayonnaise, butter, margarine, jelly, salt, pepper, sugar and sugar substitutes.

3.6.11 Evening Snack - The contractor shall supply an evening snack upon request. The evening snack shall include, per recruit, 20 oz. Gatorade, one piece of fruit and/or a granola bar.

3.6.12 Continental Breakfast – On occasion the contractor shall provide continental breakfast upon request for special events. Continental breakfast shall include but not be limited to coffee and tea set-up, chilled juices, assorted fresh fruit, assorted pastries, assorted breads and muffins, margarine/butter, jelly/jam and all paper products.

3.6.13 Coffee Set-Up - The contractor shall provide a coffee set-up upon request. Coffee set-up shall include the following: 50 cup coffee urn, regular and decaf coffee, tea, cocoa, milk/cream, sugar/sugar substitute and all paper products.

3.6.14 VIP Reception – The contractor shall provide a VIP Reception upon request. VIP Reception shall include the following: coffee and tea set up, assorted chilled juices, assorted pastries, cheese and cracker platter, crudités with dip, fresh cut fruit platter and all paper products.

3.6.15 Warming/Cooling Beverage – The contractor shall provide Warming/Cooling Beverages upon request. Warming beverages shall include coffee and hot tea (to include cream and sugar), hot chocolate and soup. Cooling beverages shall include cold water with or without a flavored beverage base.

3.6.16 Holiday Meal – The contractor shall provide a special holiday meal upon request. The following menu may be used for holiday meals. Any substitutions must be approved by the State Contract Manager. Traditionally the special holiday meals are served on the NJARNG weekend drill before Thanksgiving and Christmas.

- Shrimp Cocktail
- Roast turkey with stuffing and giblet gravy
- Cranberry sauce
- Mashed potatoes and candied sweet potatoes
- Green beans with mushrooms
- Spring salad with assorted dressing
- Pumpkin pie, apple pie, fruitcake
- Assorted bread and rolls, margarine/butter
- Assorted fresh fruit
- Assorted candy, mixed nuts
- Choice of beverage to include: Milk, fruit drinks, coffee, tea, cocoa and cappuccino

3.6.17 The contractor shall provide picnic meals upon request. Picnic meals shall include the following but not be limited to:

- Frankfurters
- Hamburgers/cheeseburgers
- Chicken
- Beans w/pork

- Hot dog and hamburger rolls
- Potato chips
- Dill pickles
- Lettuce/tomato and assorted condiments
- Cookies
- Soda

3.7 EVALUATION OF SERVICE

3.7.1 The State Contract Manager or a designated representative shall have the responsibility and authority for on-the-spot evaluations of operations at any time.

3.7.2 The contractor shall meet, as requested by 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.

3.8.2 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 Senior Services and the State Contract Manager. Satisfactory certification of compliance is required and must be conspicuously posted near the public entrance of the facility. The State has the right to inspect at any time the sanitary conditions in all areas covered by this RFP

3.8.3 The contractor has twenty-four (24) hours to correct any condition resulting in an unsatisfactory rating by the New Jersey Department of Health and Senior Services 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).

3.8.4 Conditional satisfactory ratings from the New Jersey Health and Senior Services Department are not acceptable. Any and all conditions resulting in this rating must be corrected within the time set by the Health and Senior Services Department or the State has the right to intercede using its own staff to make the required corrections. The contractor shall reimburse the State for this cost.

3.8.5 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.

3.8.6 All of the contractor's food service employees shall receive health examinations prior to commencing work at the 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.

3.8.7 All food shall be received, stored, prepared and served in accordance with regulations of Chapter 12 of the New Jersey Sanitation Code.

3.8.8 Leftover foods shall be refrigerated at 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 shall be discarded.

3.8.9 Portions of food once served to a person or persons shall not be served again. Wrapped food which is still wholesome and has not been unwrapped, may be served again.

3.8.10 Salad bar items shall be displayed, served and stored in accordance with Chapter 12 of the New Jersey State Sanitary Code.

3.8.11 The contractor shall permit the State Commissioner of Health and Senior Services or his authorized representative to inspect food in storage, preparation, transit or being served at the cafeteria.

3.9 RAW FOOD PURCHASING SPECIFICATIONS

3.9.1 All food and supplies purchased by the contractor shall at minimum be in compliance with Federal and State standards. The indicated grades are intended as minimum standards only; the contractor is encouraged to exceed these minimums whenever possible. The contractor must verify that the minimum grades specified are being provided upon request by the State Contract Manager.

- Beef: U.S.D.A. Grade Choice, cut to I.M.P. specifications. Ground beef patties shall be 100% beef and a maximum fat content of the finished raw patty of 18% to 22%.
- Pork: U.S.D.A. Grade No. 1
- Veal and Lamb: U.S.D.A. Grade Choice
- Seafood: U.S.D.A. Grade A
- Poultry: U.S.D.A. Grade A
- Eggs: U.S. Grade A (large size or medium)
- Fresh Fruits & Vegetables: U.S.D.A. No.1 or Grade A fancy
- Canned Fruits, Vegetable & juices: U.S.D.A. Grade A
- Frozen Foods: U.S.D.A. Grade A Fancy
- Dairy Products, Cheeses: U.S.D.A. Grade A
- Frankfurters/Hot Dogs: All-meat products must be used. Turkey franks may be used as an alternate to satisfy certain health and diet requirements.

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

3.9.3 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 RECORD KEEPING

The provision of meals shall be made available for visitors, employees, officers and AGR soldiers of the Training Center at the current contract price.

3.10.1 The contractor shall file monthly vendor reports with the State Contract Manager. The monthly report is to include all cash food service sales covered by this RFP and must include the date, customer count, sales (dollars), and is to be broken down by meals (breakfast, lunch, dinner).

3.10.2 The contractor is required to develop a system under which cash registers are read at the beginning and end of each day. The daily reconciliation shall include, but is not limited to; breakfast, lunch, dinner. The documentation required includes a copy of the dated register tape summary and cash counts.

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

4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

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

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page <http://www.state.nj.us/treasury/purchase/bid/summary/06x38341.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 NUMBER OF BID PROPOSAL COPIES

The bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit **six (6) full, complete and exact copies** of the original. The copies requested are necessary in the evaluation of the bid proposal. A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 BID PROPOSAL CONTENT

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

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

4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38341.shtml>. The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

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

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38341.shtml>.

4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38341.shtml>.

4.4.1.4 NOTICE OF INTENT TO SUBCONTRACT FORM

All bidders shall complete the attached Notice of Intent to Subcontract Form <http://www.state.nj.us/treasury/purchase/bid/summary/06x38341.shtml> to advise the State as to whether or not a subcontractor will be utilized to provide any goods or services under the contract. If this is a Small Business Subcontracting set-aside contract, the bidder must comply with the Procedures for Small Business Participation as Subcontractors set forth in <http://www.state.nj.us/treasury/purchase/bid/summary/06x38341.shtml>.

4.4.1.5 SUBCONTRACTOR UTILIZATION FORM

If the bidder intends to utilize a subcontractor, the Subcontractor Utilization Form <http://www.state.nj.us/treasury/purchase/bid/summary/06x38341.shtml> must be completed and submitted with the bid proposal.

4.4.1.6 BID BOND

Not applicable to this procurement.

4.4.2 PROOF OF REGISTRATIONS THAT MUST BE SUBMITTED WITH THE BID PROPOSAL

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

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

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

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 01 20 06 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38341.shtml>

4.4.2.2 SMALL BUSINESS SET-ASIDE CONTRACTS

Not applicable to this procurement.

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

4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION

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

<http://www.state.nj.us/treasury/purchase/bid/summary/06x38341.shtml>.

4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to 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 State contract. The Affirmative Action Forms are located on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/06x38341.shtml>.

4.4.3.3 SERVICES SOURCE DISCLOSURE FORM

Pursuant to N.J.S.A. 52:34-13.2, the bidder is required to submit with its bid proposal a completed source disclosure form. <http://www.state.nj.us/treasury/purchase/bid/summary/06x38341.shtml>. Refer to section 7.1.2 of this RFP.

4.4.4 TECHNICAL PROPOSAL

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

4.4.4.1 MANAGEMENT OVERVIEW

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

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

4.4.4.2 CONTRACT MANAGEMENT

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

4.4.4.3 CONTRACT SCHEDULE

Not applicable to this procurement.

4.4.4.4 MOBILIZATION AND IMPLEMENTATION PLAN

It is essential that the State move forward quickly to have the contract in place. Therefore, the bidder must include as part of its proposal a mobilization and implementation plan, beginning with the date of notification of contract award of thirty (30) days.

Such mobilization and implementation plan should include the following elements:

(a) A detailed timetable for the mobilization and implementation period of thirty (30) days. This timetable should be designed to demonstrate how the bidder will have the contract up and operational from the within the period of thirty (30) days from the date of notification of award.

(b) The bidder's plan for the deployment and use of management, supervisory or other key personnel during the mobilization and implementation period. The plan should show all management, supervisory and key personnel that will be assigned to manage, supervise and monitor the bidder's mobilization and implementation of the contract within the period of thirty (30) days.

NOTE: The bidder should clearly identify management, supervisory or other key staff that will be assigned only during the mobilization and implementation period.

The bidder's plan for recruitment of staff required to provide all services required by the RFP on the contract start date at the end of the mobilization and implementation period.

The bidder should submit a plan for the purchase and distribution of equipment, inventory, supplies, materials, etc. that will be required to fully implement the contract on the required start date.

The bidder should submit a plan for the use of subcontractor(s), if any, on this contract. Emphasis should be on how any subcontractor identified will be involved in the mobilization and implementation plan.

4.4.4.5 POTENTIAL PROBLEMS

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

4.4.5 ORGANIZATIONAL SUPPORT AND EXPERIENCE

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

4.4.5.1 LOCATION

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

4.4.5.2 ORGANIZATION CHART (CONTRACT SPECIFIC)

Not applicable to this procurement.

4.4.5.3 RESUMES

Not applicable to this procurement.

4.4.5.4 BACKUP STAFF

Not applicable to this procurement.

4.4.5.5 ORGANIZATION CHART (ENTIRE FIRM)

Not applicable to this procurement.

4.4.5.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE

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

4.4.5.7 FINANCIAL CAPABILITY OF THE BIDDER

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

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

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

4.4.5.8 SUBCONTRACTOR(S)

- A. **All bidders** must complete the **Notice of Intent to Subcontract Form** whether or not they intend to utilize subcontractors in connection with the work set forth in this RFP. If the bidder intends to utilize subcontractor(s), then the **Subcontractor Utilization Plan** must also be submitted with the bid.
- B. Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.
- C. The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.
- D. The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.
- E. The bidder should provide documented experience to demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

4.4.6 PRICE SCHEDULE

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

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

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

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 01 20 06 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/06x38341.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the NJ Standard Terms and Conditions version 01 20 06 , and any Addendum to this RFP, the Addendum shall govern.

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

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of **three (3) years**. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP:

<http://www.state.nj.us/treasury/purchase/bid/summary/06x38341.shtml>. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of **two (2) one-year periods**, by the mutual written consent of the contractor and the Director.

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.

5.5 CONTRACTOR RESPONSIBILITIES

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

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

5.6 SUBSTITUTION OF STAFF

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

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

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

5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Section 3.11 of the NJ Standard Terms and Conditions version 01 20 06 located on the Advertised Solicitation, Current Bid Opportunities webpage.

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

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

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

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

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

5.8 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e., the State, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Agreement, contractor or subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

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

5.9 DATA CONFIDENTIALITY

All financial, statistical, personnel and/or technical data supplied by the State to the contractor are confidential. The contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the contractor, or any individual or

entity in the contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

5.10 NEWS RELEASES

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

5.11 ADVERTISING

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

5.12 LICENSES AND PERMITS

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

5.13 CLAIMS AND REMEDIES

5.13.1 CLAIMS

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

5.13.2 REMEDIES

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

5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

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

5.14 LATE DELIVERY

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

The State of New Jersey

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

5.15 RETAINAGE

Not applicable to this procurement.

5.16 STATE'S OPTION TO REDUCE SCOPE OF WORK

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

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

5.17 SUSPENSION OF WORK

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

5.18 CHANGE IN LAW

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

5.19 CONTRACT PRICE INCREASE (PREVAILING WAGE)

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

5.20 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

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

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

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

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

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

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

5.21 FORM OF COMPENSATION AND PAYMENT

This Section supplements Section 4.5 of the NJ Standard Terms and Conditions version 01 20 06, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38341.shtml>. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

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

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

5.21.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD

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

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

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

5.22 MODIFICATIONS AND CHANGES TO THE NJ STANDARD TERMS AND CONDITIONS

NJ Standard Terms and Conditions version 01 20 06 are located on the Advertised Solicitation, Current Bid Opportunities webpage
<http://www.state.nj.us/treasury/purchase/bid/summary/06x38341.shtml>

5.22.1 PATENT AND COPYRIGHT INDEMNITY

Section 2.1 of the NJ Standard Terms and Conditions version 01 20 06 is deleted and replaced with the following:

2.1 Patent and Copyright Indemnity

- a. The Contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract.
- b. The State of New Jersey agrees: (1) to promptly notify the Contractor in writing of such claim or suit; (2) that the Contractor shall have control of the defense of settlement of such claim or suit; and (3) to cooperate with the Contractor in the defense of such claim or suit, to the extent that the interests of the Contractor and the State are consistent.
- c. In the event of such claim or suit, the Contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

5.22.2 INDEMNIFICATION

Section 2.2 of the NJ Standard Terms and Conditions version 01 20 06, is deleted and replaced with the following:

2.2 Indemnification

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

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

The contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 2.3 of the NJ Standard Terms and Conditions version 01 20 06.

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

5.22.3 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

Section 2.3 of the NJ Standard Terms and Conditions version 01 20 06 regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

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

6.0 PROPOSAL EVALUATION/CONTRACT AWARD

6.1 PROPOSAL EVALUATION COMMITTEE

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

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

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

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

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or

corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

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

6.3 EVALUATION CRITERIA

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

6.3.1 TECHNICAL EVALUATION CRITERIA

- A) The bidder's detailed approach and plans to perform the services required by the Scope of Work of this RFP.
- B) The bidder's documented experience in successfully completing contracts of a similar size and scope to the work required by this RFP.
- C) The overall ability of the bidder to mobilize, undertake and successfully manage a food service facility.

6.3.2 BIDDER'S PRICE SCHEDULE

For evaluation purposes, bidders will be ranked according to the lowest cost of specific weighted price lines to be determined by the Purchase Bureau on the Price Sheet located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/06x38341.shtml>

The weighted price lines will be made available at the public bid opening. This information will not be made available prior to the public bid opening.

6.3.3 BID DISCREPANCIES

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

6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

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

upon their original technical proposal in any revised technical proposal. However, any revised technical proposal that does not continue to satisfy all mandatory requirements will be rejected as non-responsive and the original technical proposal will be used for any further evaluation purposes, in accordance with the following procedure.

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

In response to the State's request for a BAFO, bidders may submit a revised price proposal that is equal to or lower in price than their original submission, but must continue to satisfy all mandatory requirements. Any revised price proposal that is higher in price than the original will be rejected as non-responsive and the original bid will be used for any further evaluation purposes.

After receipt of the results of the negotiation and/or the BAFO(s), the Evaluation Committee will complete its evaluation and recommend to the Director for award that responsible bidder(s) whose bid proposal, confirming to this RFP, is most advantageous to the State, price and other factors considered.

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

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

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

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

7.1.1.1 DEFINITIONS

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

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

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized

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

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

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

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

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

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website

at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134> , shall be provided to the intended awardee with the Notice of Intent to Award.

7.1.1.4 STATE TREASURER REVIEW

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

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

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

7.1.2 SOURCE DISCLOSURE REQUIREMENTS

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

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

7.1.2.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to the statutory requirements, the intended awardee of a contract primarily for services with the State of New Jersey must disclose the location by country where services under the contract, including subcontracted services, will be performed. The Source Disclosure Certification form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38341.shtml>.

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

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

7.1.2.3 BREACH OF CONTRACT OF EXECUTIVE ORDER 129

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

If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions version 01 20 06 of the RFP, unless previously approved by the Director and the Treasurer.

7.2 FINAL CONTRACT AWARD

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

7.3 INSURANCE CERTIFICATES

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

7.4 PERFORMANCE BOND

This section supplements Section 3.3b of the NJ Standard Terms and Conditions version 01 20 06, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38341.shtml>. A performance bond is required. The amount of the performance bond is noted on the RFP signatory page located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38341.shtml>. The contractor must provide the performance bond within thirty (30) days of the effective date of the contract award. The performance bond must remain in full force and effect for the term of the contract and any extension thereof. Within thirty (30) days of the anniversary of the contract effective date, the contractor shall provide proof to the Director that the performance bond in the required amount is in effect. Failure to provide such proof may result in the suspension of payment to the contractor until such time the contractor complies with this requirement.

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

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

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

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

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

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

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

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

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

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