Request for Proposal  08-X-20202
For:  ELEVATOR MAINTENANCE SERVICES - VARIOUS STATEWIDE LOCATIONS

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<th>Event</th>
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<td>Site Visit</td>
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<td>Bidder’s Electronic Question Due Date</td>
<td>17 MAR 2008</td>
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<td>(Refer to RFP Section 1.3.3 for more information.)</td>
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Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

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<td>X Entire Contract</td>
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<td>□ Partial Contract</td>
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<td>□ Subcontracting Only</td>
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RFP Issued By                                                  Using Agencies
State of New Jersey                                         State of New Jersey
Department of the Treasury                                   Various Departments and Divisions
Division of Purchase and Property                             
Trenton, New Jersey 08625-0230

Date:   6 Mar 08
# 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 SITE VISIT .................................................................................................................................................... 5
1.3.2 ELECTRONIC QUESTION AND ANSWER PERIOD .................................................................................. 5
1.3.3 SUBMISSION OF BID PROPOSAL ........................................................................................................... 5

2.0 DEFINITIONS .................................................................................................................................................. 9

2.1 GENERAL DEFINITIONS ................................................................................................................................... 9

3.0 SCOPE OF WORK .............................................................................................................................................. 11

3.1 FULL SERVICE PREVENTATIVE MAINTENANCE ......................................................................................... 11
3.2 EQUIPMENT, WIRING AND CIRCUIT CHANGES ......................................................................................... 15
3.3 MAINTENANCE SERVICE ............................................................................................................................... 15
3.4 MAINTENANCE SERVICE RECORDS ........................................................................................................... 15
3.5 MAINTENANCE RESPONSIBILITY ................................................................................................................ 16
3.6 REPORTING REQUIREMENTS ......................................................................................................................... 16
3.7 SPARE PARTS AVAILABILITY ......................................................................................................................... 16
3.8 WORKING HOURS ......................................................................................................................................... 18
3.9 SAFETY INSPECTION AND TESTS ................................................................................................................ 18
3.9.1 BRIDGE ELEVATOR GOVERNOR REPLACEMENT ................................................................................ 20
3.9.2 BRIDGE ELEVATORS GOVERNOR TESTING AND INSPECTION ............................................................ 21
3.10 DRAWING AND WIRING DIAGRAMS .......................................................................................................... 21
3.11 ITEMS OF OTHER PREVENTIVE MAINTENANCE WORK ........................................................................... 21
3.12 LISTING OF ELEVATORS TO BE SERVICED ............................................................................................... 23
3.13 PAYMENT FOR SERVICES ........................................................................................................................... 27
3.14 ESTIMATED REPAIRS OR TASKS IN EXCESS OF $48,000.00 ............................................................... 28
3.15 PERSONNEL EXPERIENCE ......................................................................................................................... 28
3.16 SECURITY CLEARANCES ............................................................................................................................. 28
3.16.1 CRIMINAL HISTORY RECORD ............................................................................................................. 28
3.16.2 CRIMINAL HISTORY RECORD FILE ................................................................................................... 29
3.17 SIGN-IN/SIGN-OUT PROCEDURE ................................................................................................................ 29

4.0 BID PROPOSAL PREPARATION AND SUBMISSION .................................................................................... 30

4.1 GENERAL ....................................................................................................................................................... 30
4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION ..................................................................................... 30
4.3 NUMBER OF BID PROPOSAL COPIES ......................................................................................................... 30
4.4 BID PROPOSAL CONTENT .............................................................................................................................. 30
4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL ............................................................. 30
4.4.2 PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL ...... 31
4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL .................................................................................. 32
4.4.4 TECHNICAL PROPOSAL .......................................................................................................................... 32
4.4.5 ORGANIZATIONAL SUPPORT AND EXPERIENCE ............................................................................. 34
4.4.6 PRICE SCHEDULE .................................................................................................................................. 36
4.5.1 PRICE SHEET INSTRUCTIONS .................................................................................................................. 36

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS ......................................................................................... 44

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS ................................................................. 44
5.2 CONTRACT TERM AND EXTENSION OPTION ......................................................................................................... 44
5.3 CONTRACT TRANSITION .............................................................................................................................................. 44
5.4 CONTRACT AMENDMENT ............................................................................................................................................ 44
5.5 CONTRACTOR RESPONSIBILITIES ............................................................................................................................... 45
5.6 SUBSTITUTION OF STAFF ........................................................................................................................................... 45
5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S) ............................................................................................... 45
5.8 OWNERSHIP OF MATERIAL ......................................................................................................................................... 46
5.9 DATA CONFIDENTIALITY ............................................................................................................................................... 46
5.10 NEWS RELEASES .......................................................................................................................................................... 46
5.11 ADVERTISING ............................................................................................................................................................... 46
5.12 LICENSES AND PERMITS ............................................................................................................................................ 47
5.13 CLAIMS AND REMEDIES ............................................................................................................................................. 47
5.13.1 CLAIMS ................................................................................................................................................................. 47
5.13.2 REMEDIES ............................................................................................................................................................ 47
5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS .............................................. 47
5.14 STATE’S OPTION TO REDUCE SCOPE OF WORK ......................................................................................................... 47
5.15 SUSPENSION OF WORK ............................................................................................................................................... 47
5.16 CHANGE IN LAW ......................................................................................................................................................... 48
5.17 ADDITIONAL WORK AND/OR SPECIAL PROJECTS ....................................................................................................... 48
5.18 FORM OF COMPENSATION AND PAYMENT ............................................................................................................... 48
5.18.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD .......................................................................................... 49
5.19 MODIFICATIONS AND CHANGES TO THE NJ STANDARD TERMS AND CONDITIONS .................................................. 49
5.19.1 INDEMNIFICATION ................................................................................................................................................ 49
5.19.2 MODIFICATIONS AND CHANGES TO THE NJ STANDARD TERMS AND CONDITIONS VERSION 07/27/07 ................................................................. 49

6.0 PROPOSAL EVALUATION ........................................................................................................................................... 51

6.1 PROPOSAL EVALUATION COMMITTEE ..................................................................................................................... 51
6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL ......................................................................... 51
6.3 EVALUATION CRITERIA ................................................................................................................................................... 51
6.3.1 TECHNICAL EVALUATION CRITERIA ....................................................................................................................... 51
6.3.2 BIDDER’S PRICE SCHEDULE .................................................................................................................................. 52
6.3.3 BID DISCREPANCIES ................................................................................................................................................... 52
6.3.4 EVALUATION OF THE BID PROPOSALS .................................................................................................................. 52

7.0 CONTRACT AWARD ...................................................................................................................................................... 53

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD ........................................................................................... 53
7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134) ........................................... 53
7.2 FINAL CONTRACT AWARD ............................................................................................................................................ 55
7.3 INSURANCE CERTIFICATES .......................................................................................................................................... 55

8.0 CONTRACT ADMINISTRATION ...................................................................................................................................... 56

8.1 CONTRACT MANAGER .................................................................................................................................................. 56
8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES .................................................................................................. 56
8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER .................................................................................. 56
NOTICE TO BIDDERS

SET-ASIDE CONTRACTS
N.J.S.A 52:32-17, N.J.A.C. 17:13, 12A:10

Pursuant to the provisions of the New Jersey statute and administrative code cited above, this contract, or a portion thereof, has been designated as a set-aside contract for Small Business. As such, as indicated on page one of this document, eligibility to bid is limited to bidders (or subcontractors, as applicable) that meet statutory and regulatory requirements and have had their eligibility determined by the New Jersey Commerce, Economic Growth and Tourism Commission (Commerce). The definitions of each Small Business set-aside category can be found at N.J.A.C. 17:13-1.2 or N.J.A.C. 12A:10-1.2.

"Small Business" means a business that has its principal place of business in the State of New Jersey, is independently owned and operated, and has no more than 100 full-time employees.

The new program places Small Business into the following categories: (I) those with gross revenues up to $500,000; (II) those with gross revenues of up to $5 million; and (III) those with gross revenues that do not exceed $12 million. While companies registered as having revenues below $500,000 can bid on any contract, those earning more than the $500,000 and $5 million amounts will not be permitted to bid on contracts designated for revenue classifications below their respective levels.

Each business interested in bidding for this contract should provide, as part of its response to this solicitation, proof of its current registration as a qualifying Small Business with New Jersey Commerce, Economic Growth and Tourism Commission. Any business that seeks to register as a Small Business is required to submit a fee along with its application to Commerce.

All necessary forms and any additional information concerning registration may be obtained by contacting Commerce's office of Small Business services, by telephone at the number below, or by mail, or in person between the hours of 9:00 am and 5:00 pm at the address below:

NEW JERSEY COMMERCE, ECONOMIC GROWTH AND TOURISM COMMISSION
OFFICE OF SMALL BUSINESS SERVICES
20 WEST STATE STREET - 4TH FLOOR
PO BOX 820, TRENTON, NJ 08625-0820

TELEPHONE: 609-292-2146
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 Departments and Divisions of the State of New Jersey. The purpose of this Request for Proposal (RFP) is to solicit bid proposals from qualified firms experienced in all phases of elevator maintenance. The service shall consist of furnishing a twenty-four hour basis, seven days a week preventive maintenance and service program. This program shall systematically examine, adjust, clean, lubricate and repair elevator equipment in order to keep units in proper and safe operating condition.

The intent of this RFP is to award contracts to those responsible bidders whose bid proposals, conforming to this RFP are 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 07/27/07 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

This is a re-procurement of the ELEVATOR MAINTENANCE SERVICE - VARIOUS STATEWIDE LOCATIONS (T-0292) term contracts, presently due to expire on 30 April 2008. Bidders who are interested in the current contract specifications and pricing information may review the current contract #T0292 at http://www.state.nj.us/treasury/purchase/contracts.htm.

1.3 KEY EVENTS

1.3.1 SITE VISIT

A site visit for any individual location will be scheduled if requested. A request for any individual location must be submitted via the electronic question and answer process described below. Once a site visit is requested a date, time and location will be established by the Addendum process.

1.3.2 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.)

1.3.3 SUBMISSION OF BID PROPOSAL

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

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

Directions to the Purchase Bureau can be found at the following web address: [http://www.state.nj.us/treasury/purchase/directions.htm](http://www.state.nj.us/treasury/purchase/directions.htm).

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

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

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

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:**


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

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

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

1.4.3 COST LIABILITY

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

1.4.4 CONTENTS OF BID PROPOSAL

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

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

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

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

1.4.5 BID OPENING

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

1.4.6 PRICE ALTERATION

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

1.4.7 BID ERRORS

In accordance with N.J.A.C. 17:12-1.22, “Bid Errors,” a bidder may withdraw its bid as follows:
A bidder may request that its bid be withdrawn prior to bid opening. Such request must be made, in writing, to the Supervisor of the Business Unit. If the request is granted, the bidder may submit a revised bid as long as the bid is received prior to the announced date and time for bid opening and at the place specified.

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

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

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

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

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

1.4.8 JOINT VENTURE

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

2.1 GENERAL DEFINITIONS

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

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

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

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

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

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

**Contractor** – The bidder awarded a contract resulting from this RFP.

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

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

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

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

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

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

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

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

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

**Should** – Denotes that which is recommended, not mandatory.
**State Contract Manager** – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work as set forth in Sections 8.1, 8.1.1 and 8.1.2.

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

**State** – State of New Jersey.

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

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

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

All elevators cited herein have been maintained under current contracts which are expiring.

3.1 FULL SERVICE PREVENTATIVE MAINTENANCE

A. The contractor shall, each month, examine, adjust, lubricate, clean and when conditions warrant, repair or replace the listed following items and components thereof and all other mechanical or electrical equipment as required by this Scope of Work.

NOTE: All preventative maintenance shall be performed on a minimum of once every twenty (20) calendar days and at a maximum of once every forty (40) calendar days.

(1) Hoist machine, including housing, drive sheave, all bearings, couplings, packing, brake assembly, and component parts. Hydraulic power unit including motor, pump, valves, piping, muffler complete.

(2) Motors including auxiliary rotating systems, motor windings, rotating elements, couplings, bearings, commutators and motor fields.

(3) All sheaves, sprockets and bearings.

(4) Controller: All components including all relays, solid state components, resistors, condensers, transformers, contacts, leads, mechanical or electrical timing devices, circuit boards, computer devices and any and all controller wiring related to emergency power, fire recall and handicapped signals.

(5) Selector: All components including selector drive tape, wire or cable, hoistway tapes and vanes, magnets, inductors and all other mechanical and electrical drive components.

(6) Motor brushes and brush holders.

(7) Hoistway door interlocks, including locks and contacts; hoistway door hanger rollers and tracks, bottom door gib, cams, pickup and interlock rollers, and auxiliary door closing devices for power operated doors.

(8) Hoistway limit switches, including normals and finals, slowdown switches, leveling switches and associated cams and vanes.

(9) Guide shoes including rollers or replaceable gib or shoes.

(10) Automatic power operated door operators, door protective devices, clutches, car hangers, tracks and car door contacts.

(11) Traveling cables, hoistway and machine room wiring.

(12) Hydraulic cylinders, pistons, packing, valves and piping.

(13) Governor including governor sheave and shaft assembly, bearings, switches, contact jaw and governor rope tension assembly.
(14) Car and counterweight safety mechanism and load weighing equipment.

(15) Hoist cables, governor cables, compensating cables and compensating chains, tension sheaves, including adjustment of tension on all hoist ropes.

(16) Buffers.

(17) Fixture contacts, push buttons, key switches and locks and lamps and sockets of pushbutton stations (car and hall), hall lanterns, position indicators (car and hall), direction indicators. This includes the re-lamping of all fixtures.

(18) Stop switch and hoistway reader box: All components including wire or tap hoistway vanes, and all other mechanical and electrical drive components.

(19) Hydraulic packing, valves and piping.

(20) Elevator control wiring in hoistway and machine room.

(21) Perform general inspection of machinery, sheaves, worm and gear motor, brake, and selector for traction elevators. Lubricate as required. Check oil level in tank, inspect belts for wear, and inspect piping and valves for leakage for all hydraulic power units.

(22) Empty drip pans, discard oil, in an approved manner, check gear and oil level.

(23) Observe brake operation and adjust or repair, if required.

(24) Inspect and lubricate machinery, contacts, linkage and gearing. Clean and inspect brushes and commutators, and perform needed repairs. Clean and inspect controllers, selectors, relays, connectors, contacts, etc.

(25) Ride car and observe operation of doors, leveling, reopening devices, push buttons, lights, etc.

(26) Replace all burned out lamps in elevator car, machine room, pit, hall lanterns, etc.

(27) Remove litter, dust, oil, etc., from all machine room equipment.

(28) Clean pit, empty drip pans, and check jack packing for excessive leakage.

(29) Check governor and tape tension sheave lubrications.

(30) Check leveling operation. Clean and adjust leveling switches, hoistway vanes, magnets, selectors, tapes, and inductors. Repair and/or adjust for proper leveling and hydraulic valve adjustment.

(31) Test of alarm bells, car emergency light and two-way communications.
(32) Observe operation of elevator throughout its full charge and at all floors it serves to test controls, safety devices, leveling, re-leveling and other devices.

(33) Check door operation, clean, lubricate and adjust tracks, check linkages, gears, wiring motors, check keys, set screws, contacts, chains, cams and door closer.

(34) Check selector. Clean, adjust and lubricate brushes, dashpots, traveling cables, chain, pawls, magnets, wiring, contacts, relays, tape drive and broken tape switch.

(35) Check car. Clean, adjust and lubricate car door and gate tracks, pivots, hangers, car sill, side and top exits.

(36) Inspect interior of cab. Test telephone or intercommunication system, normal and emergency lights, fan, emergency call system or alarm, car station. Make needed repairs.

(37) Visually inspect controller, contacts and relays. Check adjustment and replace contacts as required.

(38) Observe operation of signal and dispatching system. Inspect compensating hitches, buffers, rope clamps, slack cable switch, couplings, keyways, and pulleys. Check load weighing device and dispatching time settings. Clean, adjust and lubricate, as necessary.

(39) Check brushes and commutators. Inspect commutators for finish, grooving, eccentricity and MICA level. If required, clean, turn or refinish commutator to provide proper commutation. Inspect brush for tension seating and wear, replace or adjust, as required.

(40) Check and adjust: car ventilation system, car position indicators, director stations, hall and car call buttons, hall lanterns.

(41) Clean and examine governor rope, replacing, if needed. (Do not lubricate governor rope.)

(42) Test emergency lighting and emergency power for two-way communication/alarm bell.

(43) Test and record results of fireman key switch operation service (Phase 1 and 2), per code. This does not mean the activation of the smoke detectors.

(44) Test and record the results of fire recall test on each elevator.

B. The contractor shall keep the guide rails free of rust where roller guides are used and cleaned and lubricated when sliding guides are used. Renew guide shoe rollers and gibs or shoes as required to insure a smooth and satisfactory car ride.

C. The contractor shall also examine, and make necessary adjustments or repairs to the following accessory equipment including re-lamping of all signal equipment: hall lanterns, car and corridor position indicators, car stations, traffic director
stations, electric door operators, intercom systems, interlocks, door hangers, safety edges and electric eyes.

D. All replacement parts shall be new, best quality and suitable for their intended use. Parts must be obtained from original manufacturer. Equivalent parts may be used if approved by the Using Agency in writing. All parts requiring repair shall be rebuilt to “like new” condition.

E. The contractor shall furnish and use lubricants as recommended by the manufacturer of the equipment or an approved equal.

F. The contractor shall be responsible for keeping the exterior of the elevator machinery and any other parts of the equipment subject to rust, painted with heat resistant enamel and presentable at all times. The motor windings shall be treated as needed with proper insulating compound as recommended by the motor manufacturer. The cleaning and refinishing of the interior of the cars and the exterior of hoistway door frames, panels and sills are excluded from this contract.

G. The contractor shall maintain all equipment in hoistways, machine rooms, pits and assigned contractor work space in a clean and orderly condition, free of dirt, dust and debris. Pits and machine spaces shall be kept clean, free of debris and oil spills.

H. The contractor shall perform all of the work which may be required to remove all violations or to comply with recommendations of public administrative agencies or departments and casualty companies resulting from normal wear. It is understood, however, that this work will be done by the contractor only in the event that it pertains to those items which the contractor, under the terms of this contract, is required to repair. It is also understood that the conditions requiring this work shall not have been in existence on the date that the service is to commence under this contract or after 30 days’ cancellation notice has been given by either party.

I. The contractor shall be responsible for notifying the Building Manager, in writing, of the existence or development of any defects in, or repairs required to, the equipment which it does not consider to be its responsibility under the terms of the contract. The contractor shall furnish the agency with a written estimate of the cost to correct any such defects or make the required repairs. The agency reserves the right to make the final determination concerning the responsibility of such defects, correction or repairs.

J. The contractor shall be responsible for giving immediate notice to the Building Manager of any condition which may present a hazard to either the equipment or passengers, and repair the condition as soon as scheduling can be arranged. If the condition is deemed a safety hazard, the contractor shall make immediate repairs to the equipment.

K. The contractor shall not be required by this agreement, except as herein noted, to make renewals or repairs necessitated by proven negligence or misuse of the equipment by persons other than the contractor, his/her representatives and employees, or by reason of any other proven cause except for normal wear and tear, beyond the control of the contractor. A written report of such alleged negligence or misuse shall be submitted to the Building Manager immediately.

Examples of these are:
Refinishing, repairing or replacing car enclosures, hoistway enclosures, hoistway door panels, framers and sills, balustrades, deck boards, skirt panels and feeders. Cost of repairs, replacements or removal necessitated by any cause, other than ordinary wear, which is occasioned by negligence or abuse by personnel other than the contractor shall be borne by the using agency. Negligence or abuse shall be determined by a joint decision as may be arrived at by qualified representatives of the using agency and the contractor.

3.2 EQUIPMENT, WIRING AND CIRCUIT CHANGES

The contractor shall not make any changes or alterations to the existing mechanical equipment, circuits, circuit wiring, or sequencing, nor alter the original circuit or wiring design of the equipment unless changes are authorized in writing by the using agency. The contractor shall submit any proposed change to the agency for approval. This submission shall be in quadruplicate, and it shall include complete neatly prepared drawings and wiring diagrams as well as a complete description of the proposed change. Prior to submitting the proposal to the agency, the contractor shall, at its own cost and expense, have obtained comments from the original equipment manufacturer concerning the overall effect of such changes on the system. If changes are made, the contractor shall provide the State with as-built drawings of modifications.

3.3 MAINTENANCE SERVICE

A. Maintenance under this contract shall provide a constant, high quality service to properly protect all equipment from deterioration and to provide constant peak performance of all elevators, resulting in a minimum of down time for any portion of the system.

B. Not more than one elevator per bank shall be put out of service at one time for routine scheduled maintenance, lubrication and servicing. The time of day that each elevator can be shut down for routine maintenance shall be scheduled with the Building Manager or his/her representative to minimize the disruption caused by the elevators being out of service. If for any reason any elevator should be put out of service for more than one hour, the contractor shall notify the Building Manager or his/her representative when the elevator was taken out of service, the reason why and what time it is expected to be put back in service for proper and safe operation.

C. When an elevator is shut down for any reason, a sign shall be placed at each opening stating: "This elevator being serviced, please use elevator#________." A record shall be maintained by the contractor of non-emergency maintenance items in need of correction which come to his/her attention, and he/she shall provide this list to the Building Manager for necessary corrective action during the contractor’s routine visits.

3.4 MAINTENANCE SERVICE RECORDS

A. The contractor shall provide and keep current suitable check charts for each elevator. One shall be kept in the appropriate machine room of the building in which the elevator is located, and a copy shall be turned over to the Building Manager for review. Upon completion of maintenance, the contractor shall properly initial the chart or indicate the work has been completed. Contractor
shall submit with its bid the planned preventative maintenance routines for this equipment and intervals for each procedure.

B. In addition to the check charts in each machine room, the contractor shall maintain, on the premises a log of arrival and departure times of all its employees. The log shall contain columnar line entries for date, employee position classification, employee name, time of arrival, time of departure, hours worked and type and extent of work performed on each elevator. The log shall be kept with the Building Manager or other designated representatives and shall be completed when the contractor’s employee checks out with the Building Manager at the completion of each service visit. Contractor may be requested to provide electronic maintenance and service logs completed on each elevator if this service is available to the State of New Jersey.

C. Maintenance service records may be maintained by the contractor in an electronic format. Availability to these records must be restricted for use by the contractor or the State only.

3.5 MAINTENANCE RESPONSIBILITY

A. The contractor shall keep the elevator maintained to operate at the original contract speed, keeping the original performance time, including acceleration and retardation as designed and installed by the manufacturer. The door operation shall be adjusted as required to maintain optimum door opening and door closing times.

B. The using agency reserves the right to make inspections and tests as and when deemed advisable. If the elevators and associated equipment are found to be deficient as a result of these inspections and/or tests, the contractor shall be notified of these deficiencies in writing, and it shall be its responsibility to make the necessary corrections within thirty days after its receipt of such notice. In the event that the deficiencies have not been corrected within thirty days, the State may terminate the contract and employ a contractor to make corrections at the contractor’s expense.

C. Approximately four (4) to six (6) months prior to the end of the contract term, the Using Agency, or a private consulting firm specializing in contract compliance for elevator maintenance, may be engaged to make thorough maintenance audits of all elevators covered under the contract. At the conclusion of such audits, the agency shall give the contractor written notice of any deficiencies found. The contractor shall be responsible for correction of these deficiencies within thirty days after the receipt of such notice. Failure to correct these deficiencies within the prescribed period indicated may be sufficient reason to be bypassed in future bids relative to elevator maintenance service contracts.

D. The Using Agency will monitor preventative maintenance, repair and response to callback time of the contractor for the purpose of evaluation. On an annual basis, if the contractor has been deemed to not be in compliance more than twice, a process of termination may be initiated. Non-compliance includes poor workmanship, over-billing, and non-responsiveness.

3.6 REPORTING REQUIREMENTS
The contractor shall maintain a complete written record for each elevator of all work performed. This information shall be consolidated by the contractor into a monthly report to the Using Agency. This monthly report shall indicate the building and elevator number, date work was performed, type of work (callback, replacement or repair), brief description of the work performed, man hours expended, and materials used. This report should be sent to the Department of the Treasury, Office of Building Management & Operations, PO Box 038, Trenton, New Jersey, 08625-0038. Failure to submit this report will be grounds to withhold payment for this period. Arrangements can be made with the contractor to provide this report in an electronic format.

3.7 SPARE PARTS AVAILABILITY

A. The contractor shall have available at all times, for immediate delivery and installation, a sufficient supply of the following emergency spare parts for the repair of each elevator maintained under this contract. The inventory shall include, but not necessarily be limited to, the following:

1. Indicator and pushbutton lamps, minimum two each type.
2. One door operator motor unit for each type of door.
3. Transformers and rectifiers for each type and size used.
4. Relays and switches, minimum one of each type.
5. Controller and selector switch contacts and coils for each size and type used.
6. Two of each printed circuit boards required for all control functions, including base drive sub-assembly.
7. Leveling switches, magnets and inductors.
8. Door interlocks roller.
9. Car door safety edge complete, mechanical or electronic.
10. Hanger rollers for both car and hall doors.
11. Limit switches and terminal stopping switches.
12. Roller guides for car.
13. Spare parts relating to any and all solid state parts for any microprocessor type controllers.
14. Hydraulic jack packing - one set per elevator.
15. On any Swift 5000 controls, there will be available at all times a keyboard and laptop computer for programming and diagnosis of the microprocessor controllers.

B. The contractor may provide at each building a spare parts metal storage cabinet and metal containers for storage of waste and other flammable materials. The
contractor is responsible for procurement of all parts and materials to properly maintain the elevator equipment under this contract.

3.8 WORKING HOURS

A. Maintenance

The maintenance work outlined in this specification shall be performed during regular working hours of 8:00 AM to 4:30 PM, Monday through Friday, State holidays excepted. No preventive maintenance which requires the shutdown of a unit is to be performed during the hours of 8:00 AM to 9:00 AM, 12 noon to 1:00 PM, and 4:00 PM to 5:00 PM.

B. Callback Service

There are two types of callback service. One type is classified as emergency and the other as immediate response commonly referred to as just callback. "Response" is defined to mean on the site working.

1. Emergency callback service requires the contractor to have workers report to the site of the emergency within thirty (30) minutes after receipt of a request for such service by telephone or otherwise from the State of New Jersey. An emergency situation may mean when an individual is trapped inside an elevator or the existence of any other clear and present danger to health and safety.

2. Callback service requires that a worker be on site within sixty (60) minutes. The evaluation of the successful contractor's compliance with stated response times will be made within a context of response time performance. If a second shutdown occurs simultaneously worker shall be dispatched. If a third shutdown occurs at the same time as the other two, a third worker shall be dispatched. If additional simultaneous elevator down times occur, the worker shall report to the Using Agency for establishing repair priority. This callback service shall be limited to adjustments or repairs to provide uninterrupted elevator service. Callback service shall be performed as part of this contract without a charge during normal working hours and be responsive on a twenty-four hour basis, seven days a week. The contractor will provide the State with names and telephone numbers of the persons to call including supervisory and management personnel.

C. Overtime

During the term of the contract, the State may authorize the contractor to use overtime in order to expedite major repairs. This authorization will be granted only in those instances where the Using Agency has made a determination that such action is in the overall best interest of the State of New Jersey.

3.9 SAFETY INSPECTION AND TESTS

A. All services, repair work and testing shall be performed in compliance with the State of New Jersey Uniform Construction Code, and all referenced codes and
sub codes applicable during the term of this contract. Routine and Periodic Testing and Inspections as specified in the latest edition of ANSI/ASME A.17.1, Part X, as specified below:

1) Six (6) Month Testing and Inspection

The contractor shall, at intervals of not longer than six (6) months from the initiation date of the contract, perform the Routine Testing and Inspection as outlined in ANSI/ASME 17, Part X, Section 1004. This test will be included in the monthly price line.

2) One (1) Year Testing and Inspection

The contractor shall, at intervals of not longer than one (1) year from the initiation date of the contract, perform the Routine Testing and Inspection as outlined in ANSI/ASME 17, Part X, Section 1005.2. The elevators on the bridges require annual inspections to be conducted with the assistance of State personnel. This test will be included in the monthly price line.

3) Three (3) Year Testing and Inspection

The contractor shall, at intervals of not longer than three (3) years from the initiation date of the contract, perform the Routine Testing and Inspection as outlined in ANSI/ASME 17, Part X, Section 1005.3. This test will be included in the monthly price line.

4) Five (5) Year Testing and Inspection

The contractor shall, at intervals of not longer than five (5) years from the last such test as per records maintained at each elevator, perform the Routine Testing and Inspection as outlined in ANSI/ASME 17, Part X, Section 1005.4. The tests shall be conducted in the presence of the elevator inspector designated by the State of New Jersey. A separate price line for elevators has been developed for this test. In addition, separate price lines have been developed for this test for dumbwaiters and chair lifts.

B. After completion of the required safety tests, the contractor is required to submit a document to the Building Manager indicating at least the following information. The document used may be the contractor's standard form or checklist per Appendix E of 1, ANSI/ASME 17.

1) Type of test
2) Name or organization performing test
3) Address of the facility being tested
4) Elevator identification number
5) Car capacity
6) Speed
7) Type of elevator
8) Type of machine
9) Manufacturer of safety or pressure relief valve
10) Type of safety
11) Indication that governor has been checked for proper
    Tripping speed and that the over speed switch is functional
12) Type, size and condition of governor rope before and after
    test
13) Load at which safety was tested
14) Speed at which governor tripped
15) Length of marks on each guide rail made by safety jaws
16) Number of turns remaining on drum
17) Did car or counterweight set level?
18) Did pressure relief valve function properly? At ________
    PSI? Properly tagged?
19) Did governor set satisfactorily? Was governor calibrated?
    At what speed? Properly tagged?
20) Was safety test satisfactory? Properly tagged?
21) At what speed and load were buffers tested? Properly
    tagged?
22) Was buffer oil level satisfactory after test?
23) Indicate buffer plunger compression return time
24) Flexible hose and fittings, _____ years in service
25) Indicate date test was made
26) Signature of individual performing test
27) Any additional remarks that are applicable
28) Name of the State representative witnessing the tests

C. After tests have been performed, all safety devices shall be checked and
   adjusted as required to meet manufacturer recommendations. Metal test tags
   shall be affixed to all equipment as required by code and stamped with the
   Cars shall not be placed in service until all tests, checks and adjustments are
   complete and elevators are in proper working condition. The contractor shall
   not be held responsible for any damage to the building and equipment caused
   by tests, unless such damage is a result of its negligence. Failure to follow
   correct procedures to prevent damage and failure to perform pretest
   examinations shall be considered negligence by the contractor.

D. Contractor shall provide, when requested, assistance to authority (New Jersey
   Department of Community Affairs) performing the inspections.

3.9.1 BRIDGE ELEVATOR GOVERNOR REPLACEMENT

Bridge Elevators located at the Rt.1&9 Hackensack Bridge, shall have the safety device
(governor) replaced at each elevator in the first 6 months of the initial date of the contract. This
price includes but is not limited to, the purchase of the safety device and all related hardware as
recommended by the manufacturer, the removal of the existing equipment, and the installation of
the new safety device in accordance with manufactures specifications. Lubrication and greasing
shall also be performed as recommended by the manufacturer. It will be the responsibility of the
vendor to notify the Department of Community Affairs, (DCA) before work commences and obtain
all necessary permits as required. Final acceptance will not be considered until after the (DCA)
inspects the elevator and a load test has been performed satisfactorily in their presence.
Completion of the work will be considered when the (DCA) and State representatives are satisfied
that the elevator is performing according to applicable standards. All work related to the
completion of this work shall be included in the line item price for each bridge location.
3.9.2 BRIDGE ELEVATORS GOVERNOR TESTING AND INSPECTION

The contractor shall, at intervals of not longer than (1) year from the initiation date of the contract, perform the Routine Testing and Inspection as outlined in ANSI/ASME 17, PART-X, SECTION 1005.2. This will include the coordination and scheduling with representatives from the Department of Community Affairs (DCA), and various agency State personnel. As directed by (DCA) personnel, testing will include weights to be provided for and utilized as part of the testing procedure. This test will be included in the price of the line item.

3.10 DRAWING AND WIRING DIAGRAMS

A. Drawings and wiring diagrams, which are furnished either by the using agency or by the contractor to facilitate the contractor's work, shall be maintained and revised by the contractor as changes occur. At the expiration of the contract, the contractor shall turn over to the using agency three (3) copies of the drawings and wiring diagrams, completely revised to date, covering each elevator. These drawings and wiring diagrams shall faithfully represent the "as modified" condition existing at the expiration date.

B. Any and all drawings and wiring diagrams furnished to the contractor by the State or drawings and wiring diagrams prepared by the contractor for work under this contract shall be considered the property of the State and shall be accessible to the State at all times, and be turned over to the State upon demand.

3.11 ITEMS OF OTHER PREVENTIVE MAINTENANCE WORK

A. The preventive maintenance specified herein is considered the minimum for all equipment. If specific equipment covered by this contract requires additional preventive maintenance for safe reliable operation, as specified by the manufacturer, the contractor shall perform the required additional preventive maintenance without added cost to the State.

Elevators

(1) On a quarterly basis, the contractor shall:

(a) Check hoistway doors. Clean, lubricate, and adjust tracks, hangers and upthrust eccentrics, linkage gibs and interlocks.

(b) Clean, adjust and lubricate car door or gate tracks pivots and hangers.

(c) Inspect all fastenings and ropes for wear and lubrication. Clean both governor and hoist ropes and lubricate hoist ropes, if needed. Inspect all ropes, hitches and shackles and equalize rope tension.

(d) Inspect machine and brake drum, drive sheave and motor, hydraulic power unit, and any bearing wear.

(e) In the car, test alarm bell system. Clean light fixtures. Inspect, clean and adjust retiring cam device, chains, dashpots, commutators, brushes, cam pivots and fastenings.
Test emergency switch (ground case, if necessary). Inspect safety parts, pivots, set screws, switches, etc. Check adjustment of car and counterweight gibbs, shoes or roller guides, lubricate. Adjust and replace, if necessary.

(f) In the pit, lubricate compensating sheave and inspect hitches. Inspect governor and tape tension sheave fastenings. Empty and clean oil drip pans.

(g) Clean all parts of safeties and lubricate moving parts to assure their proper operation. Check and adjust clearance between safety jaws and guide rails. Visually inspect all safety parts.

(2) On a semiannual (twice yearly) basis, the contractor shall:

(a) Check controllers. Clean with blower, check contact alignment of switches, relays, timers, contacts hinge pins, etc., adjust and lubricate. Check all resistance tubes and grids. Check oil in overload relays, settings and operation of overloads. Clean and inspect fuse holders and controller connections.

(b) In hoistway, examine guide rails and fastenings. Inspect and test limit terminal switches. Check and adjust car shoes, gibbs or roller guides. Adjust or replace, as required.

(c) Clean all overhead sheaves, interior sills, bottom of platform, car tops, counterweights and hoistway walls.

(d) Inspect sheaves to insure they are tight on shafts. Sound spokes and rim with hammer for cracks. Check for wear in grooves.

(e) Examine all hoist ropes for wear, lubrication, counterweight run by and tension. Replace, lubricate and adjust, as needed, to meet code requirements.

(f) On tape drives, check hitches and broken tape switch.

(g) Check car stile channels for bends or cracks: also car frame, safety plank, supports and car steadying plates.

(h) Check fastenings and operation of door closers and interlocks. Clean and lubricate pivot points, as required.

(i) Check governor and tape tension sheave fastenings.

(j) Check oil level in car and counterweight oil buffers and add oil, as required.

(3) On an annual basis, the contractor shall:

(a) Thoroughly clean car and counterweight guide rails using a
nonflammable or high flash point solvent to remove unit lint dust and excess lubricant.

(b) Remove, clean and lubricate brake cores on brakes, clean linings, if necessary, and inspect for wear. Correct excess wear and adjust.

(c) Inspect hoist motor armatures and rotor clearances.

(d) Drain, flush and refill oil reservoirs of each hoisting motor.

(e) Check and reset, if necessary, all brushes for neutral settings, proper quartering and spacing on commutators.

(f) Group supervisory and duplex control systems shall be checked. The systems dispatching, scheduling and emergency service features shall be tested and adjusted in accordance with manufacturer's literature, if available or if not, furnish written procedures followed for such tests to Using Agency. The contractor shall prove to the satisfaction of the State of New Jersey that the system functions properly. All work shall be performed during other than normal working hours with no inconveniences to building occupants. A full report covering adjustments, time intervals, dispatch times on various programs, door standing time and door opening and closing speeds shall be furnished to the State.

3.12 LISTING OF ELEVATORS TO BE SERVICED

<table>
<thead>
<tr>
<th>Responsible Party</th>
<th>Location, Number and Type of Elevators</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 North Jersey Developmental Center</td>
<td>Location and Number of Elevators:</td>
</tr>
<tr>
<td>169 Minisink Road</td>
<td>Meese - 1 Unit (hydraulic) (Dumbwaiter)</td>
</tr>
<tr>
<td>Totowa NJ 07511</td>
<td>Food Service - 1 Unit (hydraulic)</td>
</tr>
<tr>
<td>Contact- Gary Crave</td>
<td>Health Care Center - 1 Unit (traction)</td>
</tr>
<tr>
<td>Phone - 973-256-1700</td>
<td>Cottage 1 - 1 Unit (hydraulic)</td>
</tr>
<tr>
<td>x2312</td>
<td>Cottage 2 - 1 Unit (hydraulic)</td>
</tr>
<tr>
<td></td>
<td>Cottage 3- 1 Unit (hydraulic)</td>
</tr>
<tr>
<td></td>
<td>Cottage 5 - 1 Unit (hydraulic)</td>
</tr>
<tr>
<td></td>
<td>Cottages 8-11 - 4 Units (hydraulic)</td>
</tr>
<tr>
<td>2 Green Brook Regional Center</td>
<td>Location and Number of Elevators:</td>
</tr>
<tr>
<td>275 Greenbrook Road</td>
<td>Main #1 - 2 Units (traction)</td>
</tr>
<tr>
<td>Contact - Paul Chardoussin</td>
<td>Building 18 - 1 Unit (hydraulic)</td>
</tr>
<tr>
<td>Phone - 732-968-2551</td>
<td>Main #1 - 1 Unit (dumbwaiter - traction)</td>
</tr>
<tr>
<td>3 Department of Military &amp;</td>
<td>Location and Number of Elevators:</td>
</tr>
<tr>
<td>Veterans Affairs</td>
<td>Morristown National Guard Armory</td>
</tr>
<tr>
<td>P O Box 340</td>
<td>430 Western Avenue</td>
</tr>
<tr>
<td>Trenton, NJ 08625</td>
<td>Morristown, NJ 07960</td>
</tr>
<tr>
<td>Contact - Bill Hutchinson</td>
<td>Phone - 973-631-6280</td>
</tr>
<tr>
<td>Phone - 609-530-6976</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Location and Number of Elevators</td>
</tr>
<tr>
<td>---</td>
<td>---------------------------------</td>
</tr>
<tr>
<td>4</td>
<td>Jersey City Army National Guard Armory 670 Montgomery St &amp; Summit Ave Jersey City, NJ 07306 Phone 201-915-3528</td>
</tr>
<tr>
<td>5</td>
<td>Washington Armory Rt 57 Port Murray NJ 07865 Phone 908-689-1068</td>
</tr>
<tr>
<td>6</td>
<td>Menlo Park Veterans Home 132 Evergreen Road Edison NJ 08810 Phone 732-452-4100</td>
</tr>
<tr>
<td>7</td>
<td>Paramus Veterans Home 1 Veterans Drive Paramus NJ 07653 Phone 201-634-8200</td>
</tr>
<tr>
<td>8</td>
<td>Troop B Headquarters 250 Minisink Road Totowa NJ 07512 Phone 973-785-9419</td>
</tr>
<tr>
<td>9</td>
<td>State of New Jersey Regional Medical Examiner Office 325 Norfolk Street Newark NJ 07103</td>
</tr>
<tr>
<td></td>
<td>Location and Number of Elevators</td>
</tr>
<tr>
<td>---</td>
<td>----------------------------------</td>
</tr>
</tbody>
</table>
| 10 | Marie Katzenbach School for Deaf  
Sullivan Way  
Trenton NJ 08628  
Contact - Marti Marchetti  
Phone - 609-588-3169 |
|   | Location and Number of Elevators |
|   | Vocational High School - 1 Unit (hydraulic)  
Lower School - 1 Unit (wheel chair lift)  
Academic High School - 1 Unit (wheel chair lift)  
Middle School - 1 Unit (hydraulic)  
Residence 3 Lower Level - 1 Unit (chair lift) |
| 11 | New Jersey State Prison  
Third & Federal Streets  
Trenton NJ 08625  
Contact - David Hoffman  
Phone 609-292-9700 |
|   | Location and Number of Elevators |
|   | North Compound #1 - 1 Unit (hydraulic)  
North Compound #2 - 1 Unit (hydraulic)  
South Compound #1 - 1 Unit (hydraulic)  
South Compound #2 - 1 Unit (hydraulic)  
Admin Lobby - 1 Unit (hydraulic)  
Cookhouse Freight #1 - 1 Unit (hydraulic)  
Cookhouse Freight #2 - 1 Unit (hydraulic) |
| 12 | Washington Crossing State Park  
355 Washington Crossing/pennington Road  
Titusville NJ 08568  
Contact - David Donnelly  
Phone 609-737-0623 |
|   | Location and Number of Elevators |
|   | Trenton Battle Monument  
North Broad and Warren  
Trenton NJ 08618  
- 1 Unit (hydraulic) |
| 13 | New Jersey State Police  
River Road  
West Trenton NJ 08625  
Contact - Mike Lanser  
Phone - 609-882-2000 ext2820 |
|   | Location and Number of Elevators |
|   | Building #15 - 3 Units (hydraulic)  
Building #15 - 1 Unit (electric - chair lift)  
Building #15D - 1 Unit (hydraulic - platform lift) |
| 14 | Trenton Psychiatric Hospital  
Sullivan Way  
West Trenton, NJ 08625  
Contact - Joseph Ferrogine  
Phone - 609-633-1913 |
|   | Location and Number of Elevators |
|   | Our House - 1 Unit (traction)  
Storeroom - 1 Unit (traction)  
Haines - 2 Units (traction)  
Stratton - 2 Units (hydraulic)  
1 Unit (traction)  
Drake - 1 Unit (hydraulic)  
Raycroft - 1 Unit (hydraulic)  
Parker - 1 Unit (traction)  
Lincoln - 1 Unit (hydraulic) |
| 15 | Department of Military & Veterans Affairs  
P O Box 340  
Trenton, NJ 08625  
Contact - Bill Hutchinson  
Phone - 609-530-6976 |
|   | Location and Number of Elevators |
|   | Headquarters Building  
Eggers Crossing Road-  
1 Unit (cable type)  
1 Unit (hydraulic screw type chair lift) |
| 16 | Division of Property Management & Construction  
20 West State Street  
Trenton NJ 08625  
Location and Number of Elevators |
| 25 | War Memorial Building  
200 Barrack Street  
Trenton NJ 08625 |
<table>
<thead>
<tr>
<th>Location</th>
<th>Contact Person</th>
<th>Phone Numbers</th>
<th>Location and Number of Elevators</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>17</td>
<td>Emergency Operations Center</td>
<td>2 Schwartzkopf Drive West Trenton NJ 08628</td>
<td>Contact - Eric Kowalek Phone 609-963-6900 ext6774</td>
<td>Location and Number of Elevators  Main Lobby - 1 Unit (hydraulic)</td>
</tr>
<tr>
<td>18</td>
<td>Department of Transportation</td>
<td>1035 Parkway Avenue Trenton NJ 08625</td>
<td>Contact Charles Laurita Phone 609-530-2062</td>
<td>Location and Number of Elevators  Main Office Building - 1 Unit (hydraulic) Building 24 - 1 Unit (hydraulic)</td>
</tr>
<tr>
<td>19</td>
<td>Vineland Developmental Center</td>
<td>1676 East Landis Avenue Vineland NJ 08362</td>
<td>Contact - Bruce Mondgock Phone 609-696-6045</td>
<td>Location and Number of Elevators  East Cottage 18 - 1 Unit (hydraulic) Lee Cottage 01 - 1 Unit (hydraulic) Hospital 38 - 1 Unit (hydraulic) North Cottage 10 - 1 Unit (traction) Giles Cottage 07 - 1 Unit (traction) Admin Annex 14 - 1 Unit (traction) Auditorium - 1 Unit (hydraulic - chair lift)</td>
</tr>
<tr>
<td>20</td>
<td>Department of Transportation</td>
<td>1035 Parkway Avenue Trenton NJ 08625</td>
<td>Contact Charles Laurita Phone 609-530-2062</td>
<td>Location and Number of Elevators  Main Office Building - 2 Units (traction) Eng &amp; Ops Building - 4 Units (traction) Finance &amp; Admin Building - 1 Unit (traction) NOTE: The effective date for coverage of these elevators will be 1 February 2011. They are currently under a maintenance agreement that was included in the renovation contract.</td>
</tr>
<tr>
<td>21</td>
<td>Department of Military &amp; Veterans Affairs</td>
<td>P O Box 340 Trenton, NJ 08625</td>
<td>Contact - Bill Hutchinson Phone 609-530-6976</td>
<td>Location and Number of Elevators  Vineland Veterans Memorial Home 524 North West Boulevard, Vineland NJ 08360 856-405-4200 (Main Number)  Main Building - 6 Units (hydraulic) Admin Building -1 Unit (hydraulic)</td>
</tr>
<tr>
<td>22</td>
<td>Department of Transportation</td>
<td>1035 Parkway Avenue Trenton NJ 08625</td>
<td>Contact Don Albanese Phone 609-530-3850</td>
<td>Location and Number of Elevators  Hackensack Bridge - Route 1 and Route 9 Jersey City NJ Bridge - 2 Units (winding drum)</td>
</tr>
</tbody>
</table>
### Location and Number of Elevators

#### 23
- **Department of Corrections**
- **Northern State Prison**
- 168 Frontage Road
- Newark NJ 07114
- Contact - Bruce Brooks
- Phone - 973-578-2020

**Location and Number of Elevators**
- Building #1 - 1 Unit (hydraulic)
- Building ACSU North - 1 Unit (hydraulic)
- Building ACSU South - 1 Unit (hydraulic)

#### 24
- **Department of Corrections**
- **AC Wagner Youth Correctional Facility**
- Ward Ave
- Box 500
- Bordentown NJ 08505
- Contact - Pat Brown
- Phone 609-298-0500

**Location and Number of Elevators**
- Building Ad Seg - 1 Unit (hydraulic)

#### 25
- **Department of Environmental Protection**
- **Division of Parks & Forestry**
- P O Box 402
- Trenton NJ 08625
- Contact - Dave Hewitt
- Phone - 609-633-7576

**Location and Number of Elevators**
- Liberty State Park
- 200 Morris Pesin Drive
- Jersey City NJ 07305

**Central Railroad Terminal** - (1 Unit)

#### 26
- **Department of Environmental Protection**
- **Cheesequake State Park**
- 300 Gordon Road
- Matawan NJ 07747
- Contact - Al Gomolka
- Phone - 732-566-2160

**Location and Number of Elevators**
- Proprietary House
- 149 Kearney Avenue
- Perth Amboy, NJ 08862

1 Unit (hydraulic)

### 3.13 PAYMENT FOR SERVICES

Payment for services will be as follows:

A. The State is requesting an all-inclusive fixed price on a monthly basis by location for maintenance tasks listed herein. No payment will be approved until all monthly tasks are performed. The equipment information is provided with the understanding that it may not be complete and also that the State has the right to add and delete from it during the contract period. The lists of tasks have been provided by the manufacturer and any modifications to them have to be approved by the State representative in writing. Monthly all-inclusive fixed price is to include full service maintenance, callback service during normal working hours, two yearly tests as required by the State Department of Community Affairs and all parts with an individual cost up to $749.99.

Hourly payment will be made for callback service made at times other than regular working hours. Payment will made for actual on site service only. Regular working hours are from 8:00 am to 4:30 pm, Monday through Friday.

C. Overtime Pay will be paid as follows:
Overtime (double time) will be paid for any work on site in excess of 8 hours per day, Monday through Friday.

Overtime (double time) will also be paid for any work on Saturday, Sunday or holidays. Recognized holidays are New Year’s Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day. Any of these holidays falling on Saturday will be observed and paid overtime on the preceding Friday. Any of these holidays falling on Sunday will be observed and paid overtime on the following Monday.

D. Lump sum payment per elevator for the 5-year test as required by the State Department of Community Affairs.

E. Individual repairs parts costing $750.00 or more. Bidders are reminded that the State may, at its discretion, provide the required repair parts. There will be NO markup on parts. Reimbursement will be made only on the submission of a suppliers invoice. All shipping costs are considered to be part of the overall cost.

F. Lump sum payment for replacement of governor on Hackensack Bridge elevator.

3.14 ESTIMATED REPAIRS OR TASKS IN EXCESS OF $48,000.00

Any repairs or tasks where the total cost of labor, equipment and materials is estimated to be in excess of $48,000.00 shall be immediately reported to the State representative. This dollar threshold applies to each individual repair that may be required. Procurement of these repairs will be solicited either through the Division of Purchase and Property or the Division of Property Management and Construction.

3.15 PERSONNEL EXPERIENCE

The contractor will only use skilled, competent, trained elevator personnel classified as a journeyman mechanic with at least five (5) years’ experience in providing service to elevators similar to those listed herein. Any helper must have at least three (3) years’ experience. Only when replacing cables on existing elevators may two helpers be used, otherwise payment for only one helper will be approved.

3.16 SECURITY CLEARANCES

As a condition of performing work at any State facility and for purposes of determining a person’s qualifications as contracted personnel, the contractor shall undertake a criminal history record background check for all personnel assigned to work at any State facility pursuant to regulations promulgated under N.J.A.C. 13:59-1.1 et seq.

3.16.1 CRIMINAL HISTORY RECORD

The contractor shall follow all instructions for obtaining a criminal history record background check as provided at [www.njsp.org/about/serv_chrc.html](http://www.njsp.org/about/serv_chrc.html). The contractor shall not permit any newly hired, re-hired or transferred personnel to work in any facility until the SBI has furnished the results of the criminal history record background check is provided to the contractor. The contractor shall review the results of that criminal history record background check prior to assigning personnel.

It is the contractor’s responsibility to work with the New Jersey State Police time schedule for turn around time from the initial submission to the receipt of the results.
3.16.2 CRIMINAL HISTORY RECORD FILE

The contractor will be required to retain the results of an individual's criminal history background check as long as that person is assigned to these State Complexes. The results of the criminal history background check will be made available to the State Contract Manager by the contractor upon request. Performance of such background checks with immigration law compliance shall be subject to periodic audits by State personnel.

If the contractor has had a State Police background, criminal and fingerprinting check performed for the employee that meets the exact criteria specified above, then the check may be accepted by the State Contract Manager at the State's sole discretion. Any such reference check must have been during the period of this contract or no later than six months from the contract start date.

The State reserves the right to terminate the contract with the contractor at any time due to breaches in security caused by the contractor's personnel.

3.17 SIGN-IN/SIGN-OUT PROCEDURE

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

The above mentioned sign-in procedure and sign-in sheet will be the official record of employees for all purposes of this contract. This shall be used by the State Contract Manager for contractor employee and work verification purposes.

All contractor personnel assigned to State facilities shall wear a uniform supplied by the contractor bearing the contractor's logo or other company identification. The company's name must be visible at all times.

All contractor personnel shall wear a laminated picture identification on their left breast area on their uniform issued by the contractor. The identification shall clearly display the individual's first and last names, printed in block letters underneath the picture. The contractor's logo shall also appear on the picture side of the card. The individual's date of birth, identification number, and signature shall be included on the back of the identification card.

Any contractor employee reporting to work without uniform and company identification badge will not be permitted to remain in the building.
4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

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

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

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page http://www.state.nj.us/treasury/purchase/bid/summary/08-X-20202.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 two (2) full, complete and exact copies of the original. The copies requested are necessary in the evaluation of the bid proposal. A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

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

4.4 BID PROPOSAL CONTENT

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

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

4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage
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/08-X-20202.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/08-X-20202.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/08-X-20202.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/08-X-20202.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/08-X-20202.shtml must be completed and submitted with the bid proposal.

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

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

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

The bidder may go to www.nj.gov/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 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage
4.4.2.2 SMALL BUSINESS SET-ASIDE CONTRACTS

This is a Set-Aside Contract for Category I, II, and III Small Businesses. The bidder must be registered as a qualifying small business with the New Jersey Commerce, Economic Growth and Tourism Commission (Commerce) by the date the bid is received and opened. Evidence that the bidder has registered with Commerce as a small business should be submitted with the bid proposal.

******IMPORTANT NOTE: EVEN IF THE BIDDER IS AN INCUMBENT CONTRACTOR AND/OR HAS BEEN PREVIOUSLY REGISTERED OR CERTIFIED UNDER THE FORMER SBE/MBE/WBE PROGRAM, THE BIDDER WILL NEED TO BE SURE THAT IT IS REGISTERED ON THE DAY OF BID RECEIPT AND OPENING WITH THE COMMERCE COMMISSION UNDER THE NEW, SMALL BUSINESS PROGRAM TO BE ELIGIBLE FOR AWARD. THE TELEPHONE NUMBER TO CALL COMMERCE TO CHECK REGISTRATION STATUS IS 609 292-2146.******

4.4.23 PUBLIC WORKS CONTRACTOR REGISTRATION

The Public Works Contractor Registration Act (PWCRA) requires that all contractors, including named subcontractors, to register with the Department of Labor prior to submitting price proposals or engaging on certain public works contracts that exceed the prevailing wage threshold. The prevailing wage threshold for the State is $2,000.

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/08-X-20202.shtml.

4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to submit a copy of Certificate of Employee Information or a copy of Federal Letter of Approval verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. If the bidder has neither document of Affirmative Action evidence, then the bidder must complete the attached Affirmative Action Employee Information Report (AA-302). This requirement is a precondition to entering into a State contract. The Affirmative Action Employee Information Report (AA-302) is located on the Advertised Solicitation, Current Bid Opportunities webpage: http://www.state.nj.us/treasury/purchase/bid/summary/08-X-20202.shtml.

4.4.4 TECHNICAL PROPOSAL

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

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

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

4.4.4.2 CONTRACT MANAGEMENT

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

4.4.4.3 CONTRACT SCHEDULE

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

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

4.4.4.4 MOBILIZATION AND IMPLEMENTATION PLAN

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 estimated to be no later than 14 March 2008.

Such mobilization and implementation plan should include the following elements:

(a) A detailed timetable for the mobilization and implementation period of two weeks prior to start of contract date which is projected to be 1 May 2008.

This timetable should be designed to demonstrate how the bidder will have the contract up and operational 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.
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.

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)

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

4.4.5.3 RESUMES

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

Clearly identify the individual's previous experience in completing similar contracts. Beginning and ending dates should be given for each similar contract. A description of the contract should be given and should demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFP. With respect to each similar contract, the bidder should include the name and address of each reference together with a person to contact for a reference check and a telephone number.
4.4.5.4 BACKUP STAFF

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

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

4.4.5.5 ORGANIZATION CHART (ENTIRE FIRM)

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

4.4.5.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE

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

4.4.5.7 FINANCIAL CAPABILITY OF THE BIDDER

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

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

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

The State reserves the right to make the determination to accept the assertion and shall so advise the bidder.
4.4.5.8 SUBCONTRACTOR(S)

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

N.J.A.C. 17:13-4 and Executive Order 71 mandate that if the bidder proposes to utilize a subcontractor, the bidder must make a good faith effort to meet the set-aside subcontracting targets of awarding a total of twenty-five percent (25%) of the value of the contract to New Jersey-based, New Jersey Commerce, Economic Growth & Tourism Commission registered small businesses, with a minimum of five (5) percent awarded to each of the three categories set forth below, and the balance of ten (10) percent spread across the three annual gross revenue categories: Category I – $1 to $500,000; Category II - $500,001 to $5,000,000; Category III - $5,000,001 to $12,000,000.

Should the bidder choose to use subcontractors and fail to meet the Small Business Subcontracting targets set forth above, the bidder must submit documentation demonstrating its good faith effort to meet the targets with its bid proposal or within seven (7) business days upon request.

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

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

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

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

4.4.6 PRICE SCHEDULE

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

4.5.1 PRICE SHEET INSTRUCTIONS

Prices submitted for the labor rates are to be in actual dollar amounts only.

Prices submitted for any task, hourly or weekly rate for Year 2 should not exceed a 4% increase from Year 1.

Prices submitted for any task, hourly or weekly rate for Year 3 should not exceed a 4% increase from Year 2.
Prices are to include all costs for labor, equipment and material to perform the required task.

Pricing will be submitted as follows:

- Price Line 1 is for a monthly cost for all elevators located at the North Jersey Developmental Center for year 1.
- Price Line 2 is for a monthly cost for all elevators located at the North Jersey Developmental Center for year 2.
- Price Line 3 is for a monthly cost for all elevators located at the North Jersey Developmental Center for year 3.
- Price Line 4 is for a per elevator 5-year test cost at the North Jersey Developmental Center.
- Price Line 5 is for a per dumbwaiter 5-year test cost at the North Jersey Developmental Center.
- Price Line 6 is for a monthly cost for all elevators located at the Green Brook Regional Center for year 1.
- Price Line 7 is for a monthly cost for all elevators located at the Green Brook Regional Center for year 2.
- Price Line 8 is for a monthly cost for all elevators located at the Green Brook Regional Center for year 3.
- Price Line 9 is for a per dumbwaiter 5-year test cost at the Green Brook Regional Center.
- Price Line 10 is for a monthly cost for all elevators located at the Morristown National Guard Armory for year 1.
- Price Line 11 is for a monthly cost for all elevators located at the Morristown National Guard Armory for year 2.
- Price Line 12 is for a monthly cost for all elevators located at the Morristown National Guard Armory for year 3.
- Price Line 13 is for a per dumbwaiter 5-year test cost at the Morristown National Guard Armory.
- Price Line 14 is for a monthly cost for all elevators located at the Jersey City Army National Guard Armory for year 1.
- Price Line 15 is for a monthly cost for all elevators located at the Jersey City Army National Guard Armory for year 2.
- Price Line 16 is for a monthly cost for all elevators located at the Jersey City Army National Guard Armory for year 3.
- Price Line 17 is for a per elevator 5-year test cost at the Jersey City Army National Guard Armory.
Price Line 18 is for a per chair lift 5-year test cost at the Jersey City Army National Guard.

Price Line 19 is for a monthly cost for all elevators located at the Washington Armory for year 1.

Price Line 20 is for a monthly cost for all elevators located at the Washington Armory for year 2.

Price Line 21 is for a monthly cost for all elevators located at the Washington Armory for year 3.

Price Line 22 is for a per elevator 5-year test cost at the Washington Guard Armory.

Price Line 23 is for a monthly cost for all elevators located at the Menlo Park Veterans Home for year 1.

Price Line 24 is for a monthly cost for all elevators located at the Menlo Park Veterans Home for year 2.

Price Line 25 is for a monthly cost for all elevators located at the Menlo Park Veterans Home for year 3.

Price Line 26 is for a per elevator 5-year test cost at the Menlo Park Veterans Home.

Price Line 27 is for a monthly cost for all elevators located at the Paramus Veterans Home for year 1.

Price Line 28 is for a monthly cost for all elevators located at the Paramus Veterans Home for year 2.

Price Line 29 is for a monthly cost for all elevators located at the Paramus Veterans Home for year 3.

Price Line 30 is for a per elevator 5-year test cost at the Paramus Veterans Home.

Price Line 31 is for a monthly cost for all elevators located at the Troop B Headquarters for year 1.

Price Line 32 is for a monthly cost for all elevators located at the Troop B Headquarters for year 2.

Price Line 33 is for a monthly cost for all elevators located at the Troop B Headquarters for year 3.

Price Line 34 is for a per elevator 5-year test cost at the Troop B Headquarters.

Price Line 35 is for a monthly cost for all elevators located at the New Jersey Regional Medical Examiner for year 1.

Price Line 36 is for a monthly cost for all elevators located at the New Jersey Regional Medical Examiner for year 2.

Price Line 37 is for a monthly cost for all elevators located at the New Jersey Regional Medical Examiner for year 3.
Price Line 38 is for a per elevator 5-year test cost at the New Jersey Regional Medical Examiner.

Price Line 39 is for a monthly cost for all elevators located at the Marie Katzenbach School for Deaf for year 1.

Price Line 40 is for a monthly cost for all elevators located at the Marie Katzenbach School for Deaf for year 2.

Price Line 41 is for a monthly cost for all elevators located at the Marie Katzenbach School for Deaf for year 3.

Price Line 42 is for a per elevator 5-year test cost at the Marie Katzenbach School for Deaf.

Price Line 43 is for a per chair lift 5-year test cost at the Marie Katzenbach School for Deaf.

Price Line 44 is for a monthly cost for all elevators located at the New Jersey State Prison for year 1.

Price Line 45 is for a monthly cost for all elevators located at the New Jersey State Prison for year 2.

Price Line 46 is for a monthly cost for all elevators located at the New Jersey State Prison for year 3.

Price Line 47 is for a per elevator 5-year test cost at the New Jersey State Prison.

Price Line 48 is for a monthly cost for all elevators located at the Trenton Battle Monument for year 1.

Price Line 49 is for a monthly cost for all elevators located at the Trenton Battle Monument for year 2.

Price Line 50 is for a monthly cost for all elevators located at the Trenton Battle Monument for year 3.

Price Line 51 is for a per elevator 5-year test cost at the Trenton Battle Monument.

Price Line 52 is for a monthly cost for all elevators located at the New Jersey State Police Headquarters for year 1.

Price Line 53 is for a monthly cost for all elevators located at the New Jersey State Police Headquarters for year 2.

Price Line 54 is for a monthly cost for all elevators located at the New Jersey State Police Headquarters for year 3.

Price Line 55 is for a per elevator 5-year test cost at the New Jersey State Police Headquarters.
Price Line 56 is for a per chair lift 5-year test cost at the New Jersey State Police Headquarters.

Price Line 57 is for a monthly cost for all elevators located at the Trenton Psychiatric Hospital for year 1.

Price Line 58 is for a monthly cost for all elevators located at the Trenton Psychiatric Hospital for year 2.

Price Line 59 is for a monthly cost for all elevators located at the Trenton Psychiatric Hospital for year 3.

Price Line 60 is for a per elevator 5-year test cost at the Trenton Psychiatric Hospital.

Price Line 61 is for a monthly cost for all elevators located at the DMAVA Headquarters for year 1.

Price Line 62 is for a monthly cost for all elevators located at the DMAVA Headquarters for year 2.

Price Line 63 is for a monthly cost for all elevators located at the DMAVA Headquarters for year 3.

Price Line 64 is for a per elevator 5-year test cost at the DMAVA Headquarters.

Price Line 65 is for a per chair lift 5-year test cost at the DMAVA Headquarters.

Price Line 66 is for a monthly cost for all elevators located at the War Memorial Building for year 1.

Price Line 67 is for a monthly cost for all elevators located at the War Memorial Building for year 2.

Price Line 68 is for a monthly cost for all elevators located at the War Memorial Building for year 3.

Price Line 69 is for a per elevator 5-year test cost at the War Memorial Building.

Price Line 70 is for a per chair lift 5-year test cost at the War Memorial Building.

Price Line 71 is for a per dumbwaiter 5-year test cost at the War Memorial Building.

Price Line 72 is for a monthly cost for all elevators located at the Emergency Operations Center for year 1.

Price Line 73 is for a monthly cost for all elevators located at the Emergency Operations Center for year 2.

Price Line 74 is for a monthly cost for all elevators located at the Emergency Operations Center for year 3.

Price Line 75 is for a per elevator 5-year test cost at the Emergency Operations Center.
Price Line 76 is for a monthly cost for certain elevators located at the DOT Headquarters for year 1.

Price Line 77 is for a monthly cost for certain elevators located at the DOT Headquarters for year 2.

Price Line 78 is for a monthly cost for certain elevators located at the DOT Headquarters for year 3.

Price Line 79 is for a per elevator 5-year test cost at the DOT Headquarters.

Price Line 80 is for a monthly cost for certain elevators located at the Vineland Developmental Center for year 1.

Price Line 81 is for a monthly cost for certain elevators located at the Vineland Developmental Center for year 2.

Price Line 82 is for a monthly cost for certain elevators located at the Vineland Developmental Center for year 3.

Price Line 83 is for a per elevator 5-year test cost at the Vineland Developmental Center.

Price Line 84 is for a per chair lift 5-year test cost at the Vineland Developmental Center.

Price Line 85 is for a monthly cost for certain elevators located at the DOT Headquarters for year 3.

Price Line 86 is for a per elevator 5-year test cost at the DOT Headquarters.

Price Line 87 is for a monthly cost for all elevators located at the Vineland Veterans Home for year 1.

Price Line 88 is for a monthly cost for all elevators located at the Vineland Veterans Home for year 2.

Price Line 89 is for a monthly cost for all elevators located at the Vineland Veterans Home for year 3.

Price Line 90 is for a per elevator 5-year test cost at the Vineland Veterans Home.

Price Line 91 is for a monthly cost for all elevators located at the Hackensack Bridge for year 1.

Price Line 92 is for a monthly cost for all elevators located at the Hackensack Bridge for year 2.

Price Line 93 is for a monthly cost for all elevators located at the Hackensack Bridge for year 3.

Price Line 94 is for an all inclusive cost per elevator for governor replacements located at the Hackensack Bridge for year 1.

Price Line 95 is for a per elevator 5-year test cost at the Hackensack Bridge.
NOTE: All bidders must submit pricing for the below price lines.

Price Line 96 is for an all inclusive hourly rate for a journeyman mechanic - regular time for year 1.

Price Line 97 is for an all inclusive hourly rate for a journeyman mechanic - regular time for year 2.

Price Line 98 is for an all inclusive hourly rate for a journeyman mechanic - regular time for year 3.

Price Line 99 is for an all inclusive hourly rate for a journeyman mechanic - overtime time for year 1.

Price Line 100 is for an all inclusive hourly rate for a journeyman mechanic - overtime for year 2.

Price Line 101 is for an all inclusive hourly rate for a journeyman mechanic - overtime for year 3.

Price Line 102 is for an all inclusive hourly rate for a helper mechanic - regular time for year 1.

Price Line 103 is for an all inclusive hourly rate for a helper mechanic - regular time for year 2.

Price Line 104 is for an all inclusive hourly rate for a helper mechanic - regular time for year 3.

Price Line 105 is for an all inclusive hourly rate for a helper mechanic - overtime time for year 1.

Price Line 106 is for an all inclusive hourly rate for a helper mechanic - overtime for year 2.

Price Line 107 is for an all inclusive hourly rate for a helper mechanic - overtime for year 3.

Price Line 108 is to be used by the State for payment of individual repair parts costs more than $750.00. Bidders are not to enter data on this price line.

Price Line 109 is for a monthly cost for all elevators located at the Northern State Prison for year 1.

Price Line 110 is for a monthly cost for all elevators located at the Northern State Prison for year 2.

Price Line 111 is for a monthly cost for all elevators located at the Northern State Prison for year 3.

Price Line 112 is for a per elevator 5-year test cost at the Northern State Prison.
Price Line 113 is for a monthly cost for all elevators located at the A C Wagner Youth Correctional Facility for year 1.

Price Line 114 is for a monthly cost for all elevators located at the A C Wagner Youth Correctional Facility for year 2.

Price Line 115 is for a monthly cost for all elevators located at the A C Wagner Youth Correctional Facility for year 3.

Price Line 116 is for a per elevator 5-year test cost at the A C Wagner Youth Correctional Facility.
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 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage: http://www.state.nj.us/treasury/purchase/bid/summary/08-X-20202.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 07/27/07, and any Addendum to this RFP, the Addendum shall govern.

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

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of three (3) years. The anticipated “Contract Effective Date” is provided on the signatory page of this RFP located on the Advertised Solicitation, Current Bid Opportunities webpage, http://www.state.nj.us/treasury/purchase/bid/summary/08-X-20202.shtml. If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

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

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

5.3 CONTRACT TRANSITION

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

5.4 CONTRACT AMENDMENT

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

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

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

5.6 SUBSTITUTION OF STAFF

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 07/27/07 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 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.

5.15 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.
5.16 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.

5.17 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.

5.18 FORM OF COMPENSATION AND PAYMENT

This Section supplements Section 4.5 of the NJ Standard Terms and Conditions version 07/27/07, located on the Advertised Solicitation, Current Bid Opportunities webpage http://www.state.nj.us/treasury/purchase/bid/summary/08-X-20202.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.

5.18.1 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.

5.19 MODIFICATIONS AND CHANGES TO THE NJ STANDARD TERMS AND CONDITIONS VERSION 07/27/07


5.19.1 INDEMNIFICATION

Section 2.2 of the NJ Standard Terms and Conditions version 07/27/07, 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 07/27/07.

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

6.1 PROPOSAL EVALUATION COMMITTEE

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

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

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

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

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

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

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

6.3 EVALUATION CRITERIA

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

6.3.1 TECHNICAL EVALUATION CRITERIA

A) The bidder’s general approach and plans in meeting the requirements of this RFP.

B) The bidder’s detailed approach and plans to perform the services required by the Scope of Work of this RFP.

C) The bidder’s documented experience in successfully completing contracts of a similar size and scope to the work required by this RFP.

D) The qualifications and experience of the bidder’s management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in
successfully completing work on contracts of similar size and scope to the work required by this RFP.

E) The overall ability of the bidder to mobilize, undertake and successfully complete the contract. This judgment will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder’s management, supervisory and other staff proposed and the bidder’s contract management plan, including the bidder’s contract organizational chart.

6.3.2 BIDDER’S PRICE SCHEDULE

For evaluation purposes an award will be made for each location based upon the lowest cost total of all three years plus the task cost for all 5-year test costs for that location. Price lines for labor categories will be taken into consideration based upon usage data reported for the current contract. Data used in the evaluation will be made available at the bid opening.

An award shall be made to one vendor for each location. A bidder may receive an award for one or more locations.

For evaluation purposes, bidders will be ranked according to the bid prices cited on the Price Sheet located on the Advertised Solicitation, Current Bid Opportunities webpage, http://www.state.nj.us/treasury/purchase/bid/summary/08-X-20202.shtml.

6.3.3 BID DISCREPANcies

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

6.3.4 EVALUATION OF THE BID PROPOSALS

The Evaluation Committee will complete its evaluation and recommend to the Director for award the responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process.
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
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 N.J.S.A. 19:44A-20.13 – 25

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 N.J.S.A. 19:44A-20.13 – 25 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.

7.2 FINAL CONTRACT AWARD

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

7.3 INSURANCE CERTIFICATES

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