



JAMES E. MCGREEVEY  
Governor

**State of New Jersey**  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PURCHASE BUREAU  
P.O. Box 230  
TRENTON, NJ 08625-0230

JOHN E. MCCORMAC, CPA  
State Treasurer

February 2, 2004

**TO:** All Potential Bidders

**RE:** RFP #: 04-X-35825  
ADVERTISING, OUTREACH & PUBLIC RELATIONS  
CHILD SUPPORT AND RELATED PROGRAMS, DFD

Enclosed please find a complete set of bid documents for the above referenced solicitation.

The following are the key dates for the project:

Date	Time	Event
2/20/04	9:30 a.m.	<b>Optional Pre-Bid Conference</b> (Refer to <a href="#">RFP Section 1.3.3</a> for more information)
3/17/04	2:00 p.m.	<b>Bid Submission Due Date</b> (Refer to <a href="#">RFP Section 1.3.4</a> for more information)

All questions concerning the RFP contents and the bidding process must be directed to the undersigned.

Sincerely,

*Christine Weiland*

Christine Weiland  
Team Leader

E-Mail Address: [christine.weiland@treas.state.nj.us](mailto:christine.weiland@treas.state.nj.us)

Phone: 609-984-6269

Fax: 609-292-5170

# **ATTENTION VENDORS**

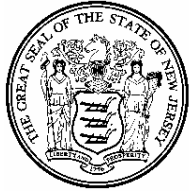
## **Vendor Information and Bidding Opportunities**

The Purchase Bureau maintains a bidders mailing list. You as a vendor may have basic information about your firm added to the bidders mailing list by visiting our website at <http://www.state.nj.us/treasury/purchase/forms/forms.htm> and submitting a bidders mailing list application online. You may also download the application and instructions and submit the application by mail. Applications submitted online are processed more quickly than mailed applications.

A bidders mailing list application gives you the opportunity to identify yourself as a potential bidder for the types of goods and services that your firm provides. The Purchase Bureau attempts (but does not guarantee) to provide firms on the bidders mailing list with notice of bidding opportunities related to the goods and services identified in the application.

If you are already on the Purchase Bureau's bidders mailing list and you need to change your information, contact Bid List Management at (609) 984-5396

Note: If you are an awarded State contractor and payments are not being directed to your proper remit-to address, you must send a letter on company letterhead to the Office of Management and Budget, Vendor Control Unit, PO Box 221, Trenton, NJ 08625 or fax that letter to 609-292-4882. In the letter you must include the current incorrect remit to address and your new correct remit-to address. If you have any question about this process you may call (609) 292-8124 for more information.



**STATE OF NEW JERSEY  
REQUEST FOR PROPOSAL**

**BID NUMBER: 04-X-35825**

**FOR: ADVERTISING, OUTREACH &  
PUBLIC RELATIONS, CHILD  
SUPPORT & RELATED PROGRAMS,  
DFD**

TERM CONTRACT #: T 1699

REQUESTING AGENCY: **Department of Human Services,  
Division of Family Development**

ESTIMATED AMOUNT: **N/A**  
CONTRACT EFFECTIVE DATE: 4/12/04  
CONTRACT EXPIRATION DATE: 4/11/07  
COOPERATIVE PURCHASING: **NO**  
SET ASIDE: Small Business

**DIRECT QUESTIONS CONCERNING THIS RFP TO:**

BUYER NAME: Christine Weiland  
PHONE NUMBER: **609-984-6269**  
FAX NUMBER 609-292-5170  
E-MAIL ADDRESS: [christine.weiland@treas.state.nj.us](mailto:christine.weiland@treas.state.nj.us)

**TO BE COMPLETED BY BIDDER:**

Firm Name: \_\_\_\_\_ Address: \_\_\_\_\_

**PURSUANT TO N.J.S.A. 52:34 - 12 AND N.J.A.C. 17:12 - 2.2, PROPOSALS WHICH FAIL TO CONFORM WITH THE FOLLOWING REQUIREMENTS WILL BE AUTOMATICALLY REJECTED:**

- 1) **PROPOSALS MUST BE RECEIVED AT OR ON BEFORE THE PUBLIC OPENING TIME OF 2 PM ON 3/17/04 AT THE FOLLOWING PLACE: DEPARTMENT OF THE TREASURY, PURCHASE BUREAU, PO BOX-230, 33 WEST STATE STREET, 9TH FLOOR, TRENTON, NEW JERSEY 08625-0230.** TELEPHONE, TELEFACSIMILE OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED.
- 2) THE BIDDER MUST SIGN THE PROPOSAL.
- 3) THE PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS, F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PRICE QUOTES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT.
- 4) ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.
- 5) ALL CORRECTIONS, WHITE-OUTS, ERASURES, RESTRIKING OF TYPE, OR OTHER FORMS OF ALTERATION, OR THE APPEARANCE OF ALTERATION, TO UNIT AND/OR TOTAL PRICES MUST BE INITIALED IN INK BY THE BIDDER.
- 6) THE BIDDER MUST SUBMIT WITH THE PROPOSAL BID SECURITY IN THE AMOUNT OF \$ NA OR NA  
CHECK THE TYPE OF BID SECURITY SUPPLIED:  
ANNUAL BID BOND ON FILE: \_\_\_\_\_ BID BOND ATTACHED: \_\_\_\_\_  
CERTIFIED OR CASHIERS CHECK ATTACHED: \_\_\_\_\_ LETTER OF CREDIT ATTACHED: \_\_\_\_\_
- 7) THE BIDDER MUST COMPLETE AND SUBMIT, PRIOR TO THE SUBMISSION OF THE PROPOSAL, OR ACCOMPANYING THE PROPOSAL, THE ATTACHED OWNERSHIP DISCLOSURE FORM. (SEE N.J.S.A. 52:25-24.2). [SEE ATTACHMENT 1](#)
- 8) THE BIDDER SHOULD ATTEND THE OPTIONAL PRE-BID CONFERENCE(S) AND SITE VISIT(S) AT THE FOLLOWING DATE(S) AND TIME(S):  
PRE-BID CONFERENCE: February 20, 2004 @ 9:30 a.m.  
SITE INSPECTION: NONE

**ADDITIONAL REQUIREMENTS**

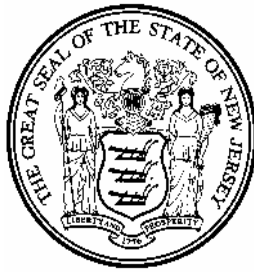
- 9) PERFORMANCE SECURITY: NONE
- 10) PAYMENT RETENTION: NONE
- 11) AN AFFIRMATION ACTION FORM ([ATTACHMENT 3 OF RFP](#))
- 12) A MACBRIDE PRINCIPALS CERTIFICATION ([ATTACHMENT 2 OF RFP](#))
- 13) REQUESTED DELIVERY: SEE DETAILS ELSEWHERE IN RFP
- 14) CERTIFICATION OR NOTIFICATION OF REGISTRATION WITH THE SECRETARY OF STATE IF A FOREIGN (NON-NJ) CORPORATION, IF NECESSARY (SEE N.J.S.A 14A:13-1 ET SEQ. AND N.J.A.C. 17:12-2.12).
- 15) FOR SET ASIDE CONTRACTS ONLY, N.J. DEPARTMENT OF COMMERCE REGISTRATION AS A SMALL BUSINESS (SEE N.J.A.C. 17:13-3.1 et. seq.).

**TO BE COMPLETED BY BIDDER**

- 16) DELIVERY CAN BE MADE \_\_\_\_\_ DAYS OR \_\_\_\_\_ WEEKS AFTER RECEIPT OF ORDER.
- 17) CASH DISCOUNT TERMS (SEE RFP) \_\_\_\_\_%, \_\_\_\_\_ DAYS: NET \_\_\_\_\_ DAYS.
- 18) BIDDER PHONE NO: \_\_\_\_\_
- 19) BIDDER FAX NO. \_\_\_\_\_
- 20) BIDDER E-MAIL ADDRESS. \_\_\_\_\_
- 21) BIDDER FEDERAL ID NO. \_\_\_\_\_
- 22) YOUR BID REFERENCE NO. \_\_\_\_\_

SIGNATURE OF THE BIDDER ATTESTS THAT THE BIDDER HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS SET FORTH IN THE REQUEST FOR PROPOSAL, INCLUDING ALL ADDENDA. FURTHERMORE, SIGNATURE BY THE BIDDER SIGNIFIES THAT THE REQUEST FOR PROPOSAL AND THE RESPONSIVE PROPOSAL CONSTITUTES A CONTRACT IMMEDIATELY UPON NOTICE OF ACCEPTANCE OF THE PROPOSAL BY THE STATE OF NEW JERSEY FOR ANY OR ALL OF THE ITEMS BID, AND FOR THE LENGTH OF TIME INDICATED IN THE REQUEST FOR PROPOSAL. FAILURE TO ACCEPT THE CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE REQUEST FOR PROPOSAL, OR FAILURE TO HOLD PRICES OR TO MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN EITHER THE REQUEST FOR PROPOSAL OR THE PROPOSAL DURING THE TERM OF THE CONTRACT, SHALL CONSTITUTE A BREACH AND MAY RESULT IN SUSPENSION OR DEBARMENT FROM FURTHER STATE BIDDING. A DEFAULTING CONTRACTOR MAY ALSO BE LIABLE, AT THE OPTION OF THE STATE, FOR THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND THE PRICE BID BY AN ALTERNATE VENDOR OF THE GOODS OR SERVICES IN ADDITION TO OTHER REMEDIES AVAILABLE.

23) ORIGINAL SIGNATURE OF BIDDER	24) NAME OF FIRM
25) PRINT/TYPER NAME AND TITLE	26) DATE



**Bid Number: 04-X-35825**

**REQUEST FOR PROPOSAL FOR:**

**ADVERTISING, OUTREACH & PUBLIC RELATIONS  
CHILD SUPPORT AND RELATED PROGRAMS  
FOR  
THE DEPARTMENT OF HUMAN SERVICES,  
DIVISION OF FAMILY DEVELOPMENT**

Purchasing Agency  
State of New Jersey  
Department of the Treasury  
Division of Purchase and Property  
Purchase Bureau  
PO Box 230  
33 West State Street  
Trenton, New Jersey 08625-0230

Using Agency  
State of New Jersey  
Department of Human Services  
Division of Family Development  
Office of Child Support Services  
PO Box 709  
Trenton, NJ 08625

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## **1.0 INFORMATION FOR BIDDERS**

### **1.1 PURPOSE AND INTENT**

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury, on behalf of the State of New Jersey. The purpose of this RFP is to solicit bid proposals from qualified bidders on behalf of the New Jersey Department of Human Services (DHS), Division of Family Development (DFD) to undertake an advertising/public relations campaign and an outreach program as well as to design and produce a variety of collateral materials, for the child support program and related DHS programs.

The expected products are described in [RFP Section 3.0](#) (Scope of Work).

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

### **1.2 BACKGROUND**

DHS serves more than one million of New Jersey's most vulnerable citizens. The many populations served by DHS have common needs that are best served through an integrated network of programs. There is a critical need for a variety of informational, educational and public relations products for these DFD and Division of Medical Assistance and Health Services (DMAHS) programs, including but not limited to the State's child support program and Work First New Jersey (WFNJ).

Child support is an important component of many related social services programs because it spans all socio-economic groups. The State's child support program, which is under DHS, serves 750,000 children each year. For many families, whether they are working families or families on welfare, child support is the safety net that often prevents them from becoming dependent on other DHS services. Accordingly, outreach, advertising and public relations efforts for child support should be coordinated with related programs to maximize effectiveness.

#### **1.2.1 LEARNING INVESTING NETWORKING FOR KIDS SAKE (LINKS) PROGRAM**

LINKS was established in 1998 by the DHS, DFD to comply with Federal Regulation 45 CFR 302.20, which requires states to publicize the availability of child support services on a regular basis and to educate the consumer on the programs and services available. New Jersey has identified the need for a continued public awareness campaign and educational programs designed to assist parents in meeting the challenges posed by time-limited public assistance benefits and to address the importance of parental responsibility in meeting the emotional and economic needs of their children. Additionally, the State wants to ensure that child support services efficiently and effectively result in their intended purpose: increased paternity establishment, assurance of continual medical coverage, and maximum child support collection potential.

LINKS primary goals are to substantially increase voluntary child support compliance, to increase shared parenting responsibility and to improve child well-being. The existing public awareness campaign -- which in the previous three years has touched thousands of New Jersey residents -- must be maintained to sustain compliance with federal requirements.

The first objective of the LINKS program is to disseminate information and instructional materials to the public regarding parental responsibility and the child support enforcement program. This objective is to be achieved through public education programs, community workshops, classroom presentations and/or materials delivered through the grass roots involvement of regionalized community networks. The networks established through this endeavor will be the primary link to inform the public of child support services and other support services available to increase family self-sufficiency and improve child and family well-being. An advertising and promotional campaign targeting the public-at-large will support these efforts.

A second objective of LINKS is to meet the challenge proposed in President Bush's 2002 Budget Address, "[t]o reverse the rise in father absence, improve the job skills of low-income fathers, and help low-income fathers establish positive relationships with their children and the children's mothers and support children's connection to their families." The absence of fathers is viewed as a primary cause of child poverty. It is also



linked to a variety of social ills, such as academic failure, youth violence, teen childbearing and domestic violence.

Therefore, the child support program has a vested interest in helping non-custodial parents connect with their children by promoting "shared" parenting and assisting unemployed and underemployed non-custodial parents find employment and remain employed. Under the "shared" responsibility concept, both parents have responsibilities and personal accountability in their children's lives. LINKS stresses the importance of being a parent, both emotionally and financially, and relays this message in a positive manner.

LINKS is committed to educating individuals concerning their duties as parents, the process, and the services available through the child support program to help them meet their economic and social responsibilities. LINKS seeks to educate the public concerning the constantly expanding child support enforcement tools, including medical support and other services aimed at improved family well-being and self-sufficiency.

### 1.2.2 WORK FIRST NEW JERSEY (WFNJ) AND RELATED DEPARTMENT PROGRAMS

Under the State's welfare reform program, Work First New Jersey (WFNJ), the State continues to support families leaving welfare by providing transitional benefits and support services. In many instances, there is a direct link between the parent's ability to leave the welfare rolls and the child's receipt of full child support. Thus, improving and strengthening the New Jersey child support system is a major component of WFNJ.

To receive cash assistance under WFNJ, clients must cooperate with child support requirements and must work, actively look for work or participate in an approved work activity. At the same time, the program provides a package of services to help keep the client on the job by helping with childcare, health care, transportation, housing and other support services to help make the transition to work a permanent one.

WFNJ limits assistance to a maximum of five years over a participant's lifetime. For many families, child support is their safety net when these benefits end. Accordingly, an increased awareness of the child support services available is a major factor in the success of WFNJ. Moreover, providing timely and accurate information about WFNJ, Medicaid and other DFD programs and services is vital to improving the lives of the State's vulnerable families and individuals.

### 1.3 KEY EVENTS

#### 1.3.1 QUESTIONS AND INQUIRIES

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

Written questions can be, e-mailed, faxed or mailed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

Attn: Christine Weiland  
State of New Jersey  
Division of Purchase and Property  
Purchase Bureau  
PO Box 230  
Trenton, New Jersey 08625-0230

E-Mail: [Christine.Weiland@Treas.State.NJ.US](mailto:Christine.Weiland@Treas.State.NJ.US)  
Phone Number: 609-984-6269  
Fax Number: 609-292-5170

**Please Note:** E-mail is the preferred method for submittal of questions.

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or

information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

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

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

Note: It is strongly encouraged that a representative attends the pre-bid conference.

### **1.3.1.2 QUESTION PROTOCOL**

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

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

### **1.3.2 MANDATORY SITE VISIT**

None

### **1.3.3 OPTIONAL PRE-BID CONFERENCE**

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

<b><u>DATE:</u></b>	<b>February 20, 2004</b>
<b><u>TIME:</u></b>	<b>9:30 AM</b>
<b><u>LOCATION:</u></b>	<b>PURCHASE BUREAU 9TH FLOOR BID ROOM 33 WEST STATE STREET TRENTON, NJ 08625</b>

**Directions to the pre-bid conference can be found on the following website: <http://www.state.nj.us/treasury/purchase/faqdirs.htm>**

#### **CAUTION:**

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

Any revisions to the RFP resulting from the Optional Pre-Bid Conference will be formalized and issued on the Purchase Bureau web site as a written addendum to the RFP. Answers to deferred questions will also be issued on the Purchase Bureau web site as a written addendum to this RFP.

### 1.3.4 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 RIGHT PLACE WILL BE REJECTED. THE DATE, TIME AND LOCATION ARE:**

<b>DATE:</b>	<b>March 17, 2004</b>
<b>TIME:</b>	<b>2:00 PM</b>
<b>LOCATION:</b>	<b>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</b>  <b>Directions to the Purchase Bureau can be found on the following website:</b> <a href="http://www.state.nj.us/treasury/purchase/faqdirs.htm">http://www.state.nj.us/treasury/purchase/faqdirs.htm</a>

### 1.3.5 DOCUMENT REVIEW ROOM

The State has established a document review room to provide bidders with the opportunity to review supplemental materials relevant to this procurement. The document review room has been established to allow bidders access to information that may be needed to prepare and submit accurate and comprehensive bid proposals. Such review, while recommended, is not mandatory.

The document review room will be located at:

NJ Department of Human Services, Quakerbridge Plaza, Building 5, First Floor, Hamilton Township, NJ 08619 and will be accessible from 9 a.m. to 4 p.m. on the following dates: February 16 – 19, 2004.

Please call Joe Travea at 609-588-7867 or email at [joe.travea@dhs.state.nj.us](mailto:joe.travea@dhs.state.nj.us) to schedule an appointment to visit the document review room.

The document review room shall contain the following information: marketing and advertising communication plans, research studies, advertising, media and collateral materials; press releases and annual reports supplied under previous contracts.

**NOTE:** BIDDERS ARE PROHIBITED FROM REMOVING ANY MATERIALS FROM THE DOCUMENT REVIEW ROOM. THE PURCHASE BUREAU WILL NOT PROVIDE FOR THE PHOTOCOPYING OF ANY MATERIALS CONTAINED IN THE DOCUMENT REVIEW ROOM. HOWEVER, BIDDERS ARE PERMITTED TO BRING PHOTOCOPY EQUIPMENT FOR THE PURPOSE OF COPYING MATERIALS.

#### **IMPORTANT NOTE:**

NO QUESTIONS OR INQUIRIES REGARDING THE SUBSTANCE OF THE RFP WILL BE ACCEPTED OR ANSWERED DURING THE DOCUMENT REVIEW. ALL QUESTIONS MUST BE SUBMITTED IN ACCORDANCE WITH RFP SECTION 1.3.1.

## 1.4 ADDITIONAL INFORMATION

### 1.4.1 REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. **ALL RFP ADDENDA WILL BE ISSUED ON THE PURCHASE BUREAU WEB SITE. TO ACCESS ADDENDA, THE BIDDER MUST SELECT THE BID NUMBER ON THE PURCHASE BUREAU BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:**

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

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

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

### 1.4.2 ADDENDUM AS A PART OF THIS RFP

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

### 1.4.3 ISSUING OFFICE

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

### 1.4.4 BIDDER RESPONSIBILITY

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

### 1.4.5 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by bidders before the award of the contract resulting from this RFP.

### 1.4.6 CONTENTS OF BID PROPOSAL

The entire content of every bid proposal will be publicly opened and becomes a public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal.

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

### 1.4.7 PRICE ALTERATION

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

#### 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, Affirmative Action Employee Information Report, MacBride Principles Certification, and business registration must be supplied for each party to a joint venture.

## 2.0 DEFINITIONS

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

### 2.1 STANDARD DEFINITIONS

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

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

**Bidder** - An individual or business entity submitting a bid 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 contractor is the bidder awarded a contract.

**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.

**Fully Loaded Firm Fixed Price (Labor Rate)** – For each Labor Rate proposed, 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.

**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.

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

**State** - State of New Jersey.

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

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

### **3.0 SCOPE OF WORK**

The contractor shall assist DFD, Office of Child Support and Paternity Programs in the strategic planning, designing, executing and administering of their advertising, marketing, outreach and promotional programs and other creative services (henceforth be referred to as the “annual work plan”).

The contractor shall provide a firm and detailed price quotation that includes the time frame for project completion, specific description of and schedule for deliverable items and a schedule of costs associated with specific events and deliverables. No advertising or promotional activities shall be conducted without the written approval of the State Contract Manager. All products become the property of DFD.

The contract resulting from this RFP covers three years from the time of award and has an estimated budget of \$2 million for the three year contract term.

#### **3.0.1 CONTRACTOR INFORMATION**

The first annual work plan shall be provided to the State Contract Manager for approval within 30 days following the date of contract award. The work plan must identify the tasks to be accomplished in order to successfully design, implement and operate the outreach program and the timeframe for accomplishing each task in [3.3 Implementation of Outreach Program: LINKS](#). Subsequent annual work plans must be submitted within 30 days of the anniversary date of the contract.

The primary goal of this program is to educate and raise awareness regarding parental responsibility. The target audiences are unmarried or divorced adults with children, unmarried youth mothers and fathers, and youth at risk of becoming parents. The contractor must develop concepts based on research statistics, analysis of the issues, and the goals and objectives of the program, that will serve as a basis for an outreach/promotion campaign and associated public relations activities. The basic concept must be reflected in the annual work plan.

In general, the State will approve contract tasks within 10 working days of receipt of tasks. All major tasks and subtasks detailed in the first annual work plan must be operational within three (3) months of contract award. The contractor shall provide and perform these services within specified time frames in a thorough and professional manner.

#### **3.1 PROGRAM CONCEPTS**

The contractor must develop a concept using the theme of parental responsibility, which includes emotional security and financial security. The concept must be based on current research, ongoing analysis of the issues and the contractor’s understanding of the goals and objectives of this program. The concept will serve as the basis for the advertising and promotion campaign, and associated public relations activities.

The annual work plan must include an outreach plan, advertising plan, educational materials and public relations plan. The annual work plan must also include monthly progress and activity reports. The monthly progress report must contain a summary of achievements during the month toward the goals of the contract, and detail the contractor’s plans for the upcoming month. The monthly report must be delivered to the State Contract Manager by the fifth working day of each month following the month being reported on.

#### **3.2 CHARACTERISTICS OF OUTREACH PROGRAM: LINKS**

3.2.1 Links outreach is intended to educate New Jersey’ public, especially the people served by DFD, about the services and benefits available through the Child Support Program. Presentations are made to the public in order to help individuals access and navigate the child support system through increased awareness and education.

The outreach presentations are provided to requesting agencies, both State and non-State. Although the State Contract will identify some agencies for presentations, the contractor shall solicit additional agencies.

Outreach is made through regional community networks including but not limited to nonprofit and other interested agencies/organizations such as health and social service providers, assisting young women and young families.

Outreach also includes expanding child support awareness and education by reaching out to organizations that provide service to young fathers. Expanded outreach to correctional facilities is also imperative.

3.2.2 Information to the public regarding the availability of child support services and the new innovative methods that the child support agency is using to serve families shall be set forth by the contractor. The following are examples of information to be disseminated by the contractor:

- Explanation of what constitutes 'child support cooperation' for WFNJ applicants/recipients;
- Descriptions and explanations of child support services, including location/ paternity establishment, establishment of a child support order and enforcement of an order;
- Explanation of the collection process and distribution of child support;
- Discussion of seizure of a delinquent obligor's assets;
- Discussion of impact and purpose of suspension of a delinquent obligor's professional, occupational and/or driver's license;
- Discussion of the availability of information to the child support agency to be used for location purposes and to assist in the enforcement of child support orders;
- Other new and innovative techniques and services child support may have in the future;
- Discussion of the importance of medical support in child support orders.

In addition, the contractor shall provide assistance in increasing the general public's and community support of the program including any future laws and enforcement efforts, by heightening the public's awareness regarding the importance of financial and emotional support of the children, especially by fathers.

### 3.2.3 Assistance with the annual DFD Teen Responsibility Media Contest

A teen parental responsibility contest is sponsored annually by DHS. This contest was created out of concern for the significant number of teen births and the nonparticipation by fathers in the lives of their infants. The contest helps to educate young people on the emotional and financial responsibilities of parenthood through the creation and submission of artwork.

The contractor must create and, upon DFD approval, produce both initial entry applications and postcard reminders for all high schools and appropriate community organizations throughout the State. The contractor must also provide assistance in securing facilities for the annual ceremonies/press events that take place in the spring. The contractor must also provide award plaques and monetary awards (savings bonds) that will be reimbursed by the State in accordance with this contract. Contractor shall supply DFD with New Jersey High School and community mailing labels. DFD mails all entry forms and postcards.

3.2.4 In all outreach efforts, the contractor shall place emphasis on urban areas and areas of high public assistance populations, including teen parents. These outreach efforts will be designed to encourage active involvement of both parents in the lives of their children, and provide a means of addressing the unique challenges they each face in meeting the financial, medical and emotional needs of their children.

## 3.3 IMPLEMENTATION OF OUTREACH PROGRAM: LINKS

The annual work plan shall outline a statewide implementation schedule for continued outreach at the site of the requesting agencies. The regional community networks for outreach will include non-profit and other



interested agencies, organizations, hospitals, birthing centers, high schools, child care centers, correctional facilities and employers.

Presentations shall be divided into two categories: Community Orientation and Train the Presenter:

### 3.3.1 COMMUNITY ORIENTATION PRESENTATION: LINKS

The contractor shall design an initial program overview presentation within 30 days of an approved annual work plan, which is to be delivered to the regional agency and community networks. The presentation must be based on the approved annual work plan and must incorporate the program concept. This initial orientation presentation should include one presentation to DFD staff. The estimated volume and rate for subsequent orientation presentations is a minimum of two presentations per week throughout the term of the contract.

### 3.3.2 TRAIN THE PRESENTER: LINKS

The contractor shall design “train-the-presenter” sessions for participating agencies and organizations within the network to promote on-going community delivery of workshops and/or discussion groups by volunteer representatives of participating community groups, organizations, and agencies in the regional networks. The training package and presentation must be submitted for State approval within 30 days of approved annual work plan. This initial training presentation should include one presentation to DFD staff. The estimated volume and rate for subsequent training presentations is a minimum of one, training presentation per week throughout the term of the contract.

### 3.3.3 MASTER LIST OF COMMUNITY RESOURCES: LINKS

The contractor must maintain an up-to-date master list of all agencies and organizations contacted. DFD shall own the list. This list shall be used solely for implementation of this contract and shall be updated on a quarterly basis.

### 3.4 ADVERTISING CAMPAIGN: LINKS

The contractor must develop and execute an annual advertising campaign that will complement the outreach program. The campaign must include a media plan. Immediately upon approval of the initial and annual work plans, the contractor must commence the development of creative materials for both media and outreach programs. The campaign and all materials shall be delivered within 45 days of annual work plan approval.

#### 3.4.1 ADVERTISING SERVICES

The contractor shall be as creative as possible in suggesting a mix of any or all forms of advertising to reach the target audience, including radio, print, television (particularly cable), outdoor, transit, etc.

The advertising campaign associated with the outreach work plan should include media to be used; justification for use of the recommended media in terms of size and nature of audience and scope; allocation of dollars among the selected media; how the various elements are integrated for maximum impact and cost-effectiveness. Media and advertising in other languages (e.g. Spanish) and other possible translations will also be included as appropriate.

The contractor will engage colleges and universities in child support efforts, such as volunteer projects, the use of their media facilities and focus groups.

During the term of this contract and any extensions, DFD reserves the right to work with the contractor to modify the strategy, media mix and budget allocation to meet changing needs and priorities.

#### 3.4.2 INTERACTIVE WEBSITE

The contractor should maintain, update and expand the existing child support website ([www.njchildsupport.org](http://www.njchildsupport.org)), to include interactive functions for both customers and staff of the statewide child

support program. Interactive features should include customer address changes, customer service e-mail functions, and electronic payment functionality. For the customer base, upgrades may include such functions as a one year payment history, case enforcement information, hearing dates and locations, on-line applications, and forms. These functions require interfacing with the child support mainframe system (ACSES) and working in conjunction with the DFD, Office of Information Systems. A pin security system must be established and maintained.

In addition, the staff only website should provide electronic access to child support information, such as informational transmittals, and a child support directory. The staff only site must have secure access. The contractor must demonstrate new features on this Intranet environment within 15 - 30 days of assigned task.

### 3.5 PUBLIC RELATIONS: LINKS

- The contractor shall prepare and execute a public relations plan that parallels and complements the objectives of the program.
- The contractor shall produce and place press releases in daily and weekly newspapers, appropriate periodicals, newsletters, position papers, op-ed pieces and seek to encourage supportive editorials.
- The contractor shall identify special news and feature placement opportunities and prepare articles and background materials.

**All releases and media contacts are to be prior approved by the Department of Human Services.**

### 3.6 DESIGN AND DEVELOPMENT OF MATERIALS FOR LINKS

The contractor must design and develop, upon request, educational, promotional and motivational materials on a variety of topics. These materials should effectively convey messages regarding child support, welfare and related social services.

#### 3.6.1 TRANSLATION

The materials must be suitable and/or adaptable for English, Spanish and other languages reflecting New Jersey's diversity (123 spoken languages) as determined necessary by Office of Child Support and Paternity Programs. The contractor must obtain certified translation services for the Spanish (or other language) translation of collateral materials. All work is subject to final approval of DFD's current translation service.

#### 3.6.2 PREPARATION OF MATERIALS

The contractor shall produce artwork, mechanicals, disks and printing specifications for the State, suitable for reproduction as needed. Tasks shall be completed within 30 days of annual work plan approval. The contractor may be required to modify 'core' presentation kits of instructional and motivational materials for use by the targeted agencies and organizations. The materials, which may include talking points and power point presentations, may be used as separate modules to be tailored to a variety of select topic areas. Funding for the design, development and update of existing materials, other than child support, will be allocated from other DHS program sources.

The contractor shall provide all materials to be printed on disk/CD, along with printing specifications to DHS and/or printer. In addition, the contractor, along with DHS representatives, will be responsible for reviewing proofs and color match samples provided by the printer.

In general, printing associated with this contract will be purchased outside of the scope of the contract. This contract does, however, allow for emergency procurement of printing through the contractor, if written approval is granted by DFD. The contractor shall solicit quotations from at least three approved sources and will select the subcontractor with approval of DFD. The contractor shall bill the State at cost as a pass through expense for any printing purchased through the advertising contract. No upcharge, commission, fee or overhead, profit or other additional charges shall be allowed or paid by the State. All discounts shall be passed on to the State.

### 3.6.2.1 DESIGN AND DEVELOPMENT OF MATERIALS FOR RELATED DHS PROGRAMS

The contractor may be requested to provide the following materials as part of the scope of this contract:

- Creation of a 10 to 12 minute industrial video
- Creation of a 30-second Public Service Announcement
- Creation of logo/program theme
- 4-color pocket folder, 9" X 12"
- 4-color brochure, tri-fold, letter fold, 3 ¾" X 8 ½"
- 4-color poster, flat size 24" x 36"
- 4-color poster, flat size 11" x 17"
- fact sheet, flat size 8 ½" x 11" 2-sided
- 4-color flyer, flat 8 ½" x 11", 2-sided

### 3.7 CONTRACTOR PROJECT MANAGEMENT

The contractor shall submit a monthly project status report to the State Contract Manager. This report must contain the following:

Review of progress made during the reporting period: This narrative will outline problems encountered and proposed or implemented solutions, work accomplished, deliverables completed and/or scheduled target dates for deliverable completion;

Deliverables Status/Variance Explanations: Identify status/progress of each deliverable. For deliverable items scheduled but not delivered, there must be an explanation of the failure to meet the schedule, detailed plans to overcome the problem (s), as well as a solution to preclude recurrence;

Revised Schedule as Required: An update of the project schedule or chart showing work completed, impact of schedules missed and, if needed, a rescheduling of the balance of the projects; and

Meeting Follow up- A follow up report must be submitted within two (2) working days of each meeting.

These progress reports are subject to change, as deemed necessary by the State Contract Manager.

### 3.8 REPORTS SCHEDULE

#### 3.8.1 MONTHLY PROGRESS REPORTS

Monthly progress reports shall be submitted the fifth day of every month following the month being reported on.

#### 3.8.2 PROJECT/PROGRAM DELIVERABLE ITEMS

For each advertising, material creation/revision and website enhancement or revision, the contractor shall provide a firm and detailed price quotation. The proposal must include a timeframe for project completion and a specific description of deliverable items and dates. Deliveries shall be made directly to the State Contract Manager.

The contractor shall submit an annual work plan covering all components of the required work to the State Contract Manager within 30 days of contract award. Subsequent annual work plans shall be submitted by the contractor for each individual LINKS component.

For each assignment, the contractor shall provide a list of deliverables with its proposals. The contractor shall furnish cost estimates reflecting monthly expenditures, monthly fixed costs, particular campaigns, etc. Budget estimates are subject to the approval of the State Contract Manager and must precede the period for which they are proposed. Any changes in the estimated price for ongoing projects must be forwarded to

and approved by the State Contract Manager. In addition, adjusted budgets must be provided reflecting any modifications in the proposed expenditures from the preceding month and/or campaign.

### **3.9 PROGRAM EVALUATION AND MONITORING**

The State is interested in developing a system to measure results, such as outreach participation and circulation coverage of media placement. Included in each annual work plan, the contractor shall monitor and report on the progress and effectiveness of the LINKS components. In conjunction with the State, the contractor will develop and disburse audience evaluation forms to gauge program effectiveness. The contractor shall also create other performance measures for all components of the program.

## **4.0 PROPOSAL PREPARATION AND SUBMISSION**

### **4.1 GENERAL**

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

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

### **4.2 PROPOSAL DELIVERY AND IDENTIFICATION**

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP cover sheet. Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals. State regulation mandates that late bid proposals are ineligible for consideration. **THE EXTERIOR OF ALL BID RESPONSE PACKAGES MUST BE LABELED WITH THE BID IDENTIFICATION NUMBER, FINAL BID OPENING DATE AND THE BUYER'S NAME.** All of this information is set forth at the top of the RFP cover sheet ([page 3 of the RFP](#)).

### **4.3 NUMBER OF BID PROPOSAL COPIES**

Each bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. Each bidder should submit **10 full, complete and exact copies** of the original. Bidders failing to provide the requested number of copies will be charged the cost incurred by the State to produce the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

### **4.4 PROPOSAL CONTENT**

The bid proposal should be submitted in one volume and that volume divided into four (4) sections as follows:

- Section 1 - Forms (Section 4.4.1)
- Section 2 - Technical Proposal (Section 4.4.2)
- Section 3 - Organizational Support and Experience (Section 4.4.3)
- Section 4 - Cost Proposal (Section 4.4.4)

The following Table describes the format of the bid proposal that should be prepared with tabs (separators), and the content of the material located behind each tab.

TAB	CONTENTS	RFP SECTION REFERENCE	COMMENTS
1	Forms	<a href="#">Cover sheet</a>	Completed and signed cover sheet (Page 3 of this RFP)
		<a href="#">4.4.1.1</a>	Ownership Disclosure Form ( <a href="#">Attachment 1</a> )
		<a href="#">4.4.1.2</a>	MacBride Principles Certification ( <a href="#">Attachment 2</a> )
		<a href="#">4.4.1.3</a>	Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate ( <a href="#">Attachment 3</a> )
		<a href="#">4.4.1.4</a>	Small Business Set-Aside Form ( <a href="#">Attachment 5</a> )
		<a href="#">1.1 of the Standard Terms &amp; Conditions</a>	Business Registration from Division of Revenue
2	Technical Proposal	<a href="#">4.4.2.1</a>	Management Overview
		<a href="#">4.4.2.2</a>	Contract Management
		<a href="#">4.4.2.3</a>	Contract Schedule
		<a href="#">4.4.2.4</a>	Potential Problems
3	Organizational Support and Experience Proposal	<a href="#">4.4.3.1</a>	Location
		<a href="#">4.4.3.2</a>	Organization Chart (Contract Specific)
		<a href="#">4.4.3.3</a>	Resumes
		<a href="#">4.4.3.4</a>	Backup Staff
		<a href="#">4.4.3.5</a>	Organization Chart (Entire Firm)
		<a href="#">4.4.3.6</a>	Experience of Bidder on Contracts of Similar Size and Scope
		<a href="#">4.4.3.7</a>	Financial Capability of the Bidder
		<a href="#">4.4.3.8</a>	Subcontractor(s)
4	Cost Proposal	<a href="#">4.4.4</a>	Price Schedule ( <a href="#">Attachment 4</a> )

#### 4.4.1 SECTION 1 – FORMS

##### 4.4.1.1 OWNERSHIP DISCLOSURE FORM

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

The Ownership Disclosure Form is attached as [Attachment 1](#) to this RFP.

##### 4.4.1.2 MACBRIDE PRINCIPLES CERTIFICATION

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

The MacBride Principles Certification Form is attached as [Attachment 2](#) to this RFP

#### 4.4.1.3 AFFIRMATIVE ACTION

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

The Affirmative Action Forms are attached as [Attachment 3](#) to this RFP.

#### 4.4.1.4 SET ASIDE CONTRACTS

This is a set-aside contract for Category I, II and III Small Businesses. The bidder should provide with its bid proposal evidence of current and valid registration as a small business from the New Jersey Commerce and Economic Growth Commission (Commerce). The Set Aside Forms are attached as [Attachment 5](#) to this RFP.

#### 4.4.1.5 BID BOND

None

#### 4.4.2 SECTION 2 - 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:

##### 4.4.2.1 SCOPE OF SERVICE

The bidder shall provide:

- A list of the services it will provide to the account "in-house" and those services it will "out-source," naming the key personnel who will provide the service and/or manage "out-source" providers. If the response was developed as a partnership, joint venture, or as a prime contract with subcontract(s), involving multiple entities. The specific services to be supplied by each entity must be provided. Bidders relying on an outside media buying service must describe a transparent process that includes source-pricing and a practical coordination process that enables DFD to have direct access to the media buyer's service personnel.
- An organizational chart of contractor staff who will work on the account that indicates their reporting lines and the percentage of the workday each person will spend on the account; and an organizational chart of the entire enterprise which is marked to indicate positions that will serve the account ([4.4.3.5](#)).
- Staff resumes of personnel who will be working on the account that detail relevant qualifications and experience in successfully completing contracts of a similar size and scope to the services required in this RFP. For each staff person, please include a maximum of three references with specific knowledge of their roles on similar services to those required in this RFP. In the event, the bidder must hire or otherwise engage management, supervisory or key personnel if awarded this contract, the bidder should include a recruitment plan for such personnel. The bidder also should include a list of back-up staff

members who would provide interim services if continuity on the account team is disrupted (See [4.4.3.3](#) and [4.4.3.4](#)).

- 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. The bidder must provide Contract Schedule and a Mobilization and Implementation Plan (See [4.4.2.4](#) and [4.4.2.5](#)).
- The bidder should provide options for website work that include hosting the site as well as providing all work and maintenance. Also provide an alternative that allows for the affected departments to host the website and the providers to provide all other services to DHS (Provide prices on price lines [58](#) and [59](#)).

#### 4.4.2.2 CAMPAIGN DEVELOPMENT

Case Studies: The bidder must provide two examples of prior campaigns performed by the bidder that demonstrate its capacity to fulfill the scope of work requirements of the LINKS campaign. The examples should demonstrate: strategic development, creativity in each medium intended to be used in the LINKS campaign, use of research and audience targeting, consumer marketing, success and the methodology used to measure results. The bidder may provide any and all materials specifically and directly related to the case studies.

The bidder must perform the following assignments:

**Assignment 1:** Provide an allocation of the budget based on its bid proposal for LINKS. Describe a campaign strategy that encourages parental support (emotionally and financially) and specifically stresses the importance of paying child support. In this campaign strategy, outline a plan that defends the weighting on the basis of return on investment, emphasize added value through integration of marketing disciplines, and address media buying whose success can be measured against attainment of the LINKS goals.

Bidders should inform themselves of previous child support campaigns and build on them to further elaborate on these messages:

- Parental responsibility continues even when parents do not live together
- Child support is more than just money.

The objectives are:

- To increase awareness and knowledge of the child support system and the importance of child support.
- To increase child support collections

Bidder should describe how it intends to reach non-custodial parents (primarily fathers) throughout the State with a greater focus on the urban market.

Bidder should submit sufficient detail in the bid response to show that it possesses the creative and administrative talents to successfully meet the needs and goals of the program. The bidder should provide a rationale for the creative approach and a demonstration of the coordination of the outreach and advertising/public relations strategies.

The bidder may include samples of copy and other creative materials, media planning and execution strategies and whatever else the bidder deems pertinent



and necessary to demonstrate the ability to fulfill the specific requirements of this contract.

**Assignment 2:** Develop a "mini-campaign" that is consistent with the strategy outlined in Assignment 1. It should include: one (1) color print ad targeting non-custodial parents, one (1) billboard ad and a promotional concept. Provide a 200-word discussion of the added-value benefits expected as a result of integrating campaign elements. A budget must be presented for this assignment and the bidder must identify a conceptual media strategy.

The bidder shall provide two budgets, one for each assignment, using the same hourly, task and commission rates set forth by the bidder in [ATTACHMENT 4 - PRICE SCHEDULE](#).

#### **4.4.2.3 MANAGEMENT OVERVIEW**

Not applicable to this procurement

#### **4.4.2.4 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.

#### **4.4.2.5 MOBILIZATION AND IMPLEMENTATION PLAN**

The bidder must present a mobilization and implementation plan that demonstrates its ability to immediately commence activity on the account and meet the tight time frames associated with the campaign. Outreach, in accordance with the annual work plan submitted to the State Contract Manager within 30 days of contract award, must begin no later than 45 days after contract award and proposed advertising no later than 90 days after contract award.

#### **4.4.2.7 STAFFING PLAN**

The proposed campaign (assignments 1 and 2) must show the staff assignments intended to carry out the proposed campaign. All staff and subcontractors listed in the staffing plan must also be described in the Organizational Support and Experience section of the bid proposal. The description of the staff in the Staffing Plan must include name, title, and responsibilities in the campaign and schedule of hours or days staff will be committed to the plan.

#### **4.4.2.8 ESTIMATED BUDGET**

The campaign must show a timeline for production cost schedules, media flights and agency fees tied to each part of the proposed campaign (assignments 1 and 2) element.

#### 4.4.2.9 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.

#### 4.4.3 SECTION 3 - BIDDER DESCRIPTION AND QUALIFICATIONS

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.

Specifically, the bidder shall provide the following as part of its bid proposal:

1. A summary of its experience with government organizations, and/or other pertinent clients, including federal and local government.
2. Provide highest, lowest and average client annual billing amounts, and explain how the DFD contract ranks in relation to these billing amounts.
3. Describe the team that will be assigned to this engagement. Identify the individuals who will be involved and the primary role and responsibilities of each member as well as the principal/senior who will serve as Project Manager. Please provide the organization chart and resumes for each individual.
4. Each firm must certify in writing that its representation of DFD and the State of New Jersey will not create any conflict of interest involving that firm.

##### 4.4.3.1 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.

##### 4.4.3.2 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.

##### 4.4.3.3 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 for each similar contract.
- A description of the contract and 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 name and address of each reference together with a person to contact for a reference check and a telephone number.

#### **4.4.3.4 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.

#### **4.4.3.5 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.

#### **4.4.3.6 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 the name and telephone number of a contact person for the other contract party. Beginning and ending dates should also be given for each contract.

#### **4.4.3.7 FINANCIAL CAPABILITY OF THE BIDDER**

The bidder shall provide proof of its financial capacity and capabilities to undertake and successfully complete the contract. To satisfy this requirement, the bidder shall submit a certified financial statement, including applicable notes, reflecting the bidder's assets, liabilities, net worth, revenues, expenses, profit or loss, and cash flow for the most recent calendar year or the bidder's most recent fiscal year; or, if a certified financial statement is not available, then either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statement. In addition, the bidder must submit a bank reference.

#### **4.4.3.8 SUBCONTRACTOR (S)**

- A. 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;
  - (c) compliance with the requirements of all applicable laws.
- B. The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.
- C. 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.

D. The bidder should provide documented experience 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.

#### 4.4.4 SECTION 4 - COST PROPOSAL

The price schedule is attached to this RFP as [Attachment 4](#).

Failure to submit all requested pricing information may result in the bidder's proposal being considered materially non-responsive. Each bidder must hold its price(s) firm through issuance of contract to permit the completion of the evaluation of bid proposals received and the contract award process.

**Note: Two budgets, one for each assignment, are required. The same hourly, task and commission rates must be used for each budget.**

## **5.0 SPECIAL TERMS AND CONDITIONS**

### **5.1 PRECEDENCE OF SPECIAL TERMS AND CONDITIONS**

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

Unless specifically noted within this RFP, the Special Terms and Conditions take precedence over the Standard Terms and Conditions (attached as [Appendix 1](#)).

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

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

### **5.2 PERFORMANCE BOND**

Not applicable to this procurement

### **5.3 BUSINESS REGISTRATION**

See Standard Terms & Conditions, [Appendix 1, Section 1.1](#).

### **5.4 CONTRACT TERM AND EXTENSION OPTION**

The term of the contract shall be for a period of three years. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP ([page 3 of this RFP](#)). If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

The contract may be extended for two additional periods of up to one (1) year, 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.

### **5.5 CONTRACT TRANSITION**

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

### **5.6 AVAILABILITY OF FUNDS**

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

## 5.7 CONTRACT AMENDMENT

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

## 5.8 CONTRACTOR RESPONSIBILITIES

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

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

## 5.9 SUBSTITUTION OF STAFF

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

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

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

## 5.10 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR (S)

This Subsection serves to supplement but not to supersede [Section 3.11](#) of the Standard Terms and Conditions of this RFP.

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

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

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

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

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

## 5.11 OWNERSHIP OF MATERIAL

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 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 copyright, and the State shall have the right to obtain and hold in its own name any copyrights, registrations and any other proprietary rights that may be available. 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.

## 5.12 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.

## 5.13 NEWS RELEASES

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

## 5.14 ADVERTISING

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

## 5.15 LICENSES AND PERMITS

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

## 5.16 CLAIMS AND REMEDIES

### 5.16.1 CLAIMS

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.

### 5.16.2 REMEDIES

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

### 5.16.3 REMEDIES FOR NON-PERFORMANCE

In the event the contractor fails to comply with any material contract requirement, the Director may take steps to terminate the contract in accordance with the State Administrative Code. In this event, the Director may 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.

## 5.17 LATE DELIVERY

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

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

If the contractor cannot meet the contract completion date for any task or subtask required to be completed by a date certain, the contractor shall be liable to the State for damages incurred.

## 5.18 RETAINAGE

Not applicable to this procurement.

## 5.19 STATE'S OPTION TO REDUCE SCOPE OF WORK

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

Upon receipt of such written notice, the contractor will submit, within five (5) working days to the Director and the State 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 cost proposal.



## 5.20 SUSPENSION OF WORK

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

## 5.21 CHANGE IN LAW

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

## 5.22 ADDITIONAL WORK 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 cost proposal 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 cost proposal 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 all 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.

## 5.23 FORM OF COMPENSATION AND PAYMENT

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

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

## **6.0 PROPOSAL EVALUATION/CONTRACT AWARD**

### **6.1 PROPOSAL EVALUATION COMMITTEE**

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

### **6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL**

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

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

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

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

### **6.3 EVALUATION CRITERIA**

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

#### **6.3.1 THE BIDDER'S GENERAL APPROACH AND PLANS IN MEETING THE REQUIREMENTS OF THIS RFP**

- 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.

F. As demonstrated in its case study submitted pursuant to Section [4.4.2.2](#) of the RFP, the bidder's creativity in visuals, messages, and media relaying information required by DHS to the target audience. This includes the visual and verbal excellence, versatility, innovativeness, appropriateness and the overall appeal of the creative ideas to the various New Jersey audiences.

### **6.3.2 THE BIDDER'S COST PROPOSAL**

For evaluation purposes, bidders will be ranked according to the total budget bid price (assignments 1 and 2) in [ATTACHMENT 4 - PRICE SCHEDULE](#).

### **6.4 CONTRACT AWARD**

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

## **7.0 ATTACHMENTS, SUPPLEMENTS AND APPENDICES**

**ATTACHMENTS** - To be submitted with bid proposal.

1. [Ownership Disclosure Form](#)
2. [MacBride Principles Form](#)
3. [Affirmative Action Supplement Forms](#)
4. [Price Schedules](#)
5. [Set-Aside Form](#)
6. [Reciprocity Form](#) (*Optional Submittal*)

### **APPENDICES**

1. [New Jersey Standard Terms and Conditions](#)
2. [Set-Off for State Tax Notice](#)

**ATTACHMENT 1 - OWNERSHIP DISCLOSURE FORM**

**OWNERSHIP DISCLOSURE FORM**

DEPARTMENT OF THE TREASURY  
 DIVISION OF PURCHASE & PROPERTY  
 STATE OF NEW JERSEY  
 33 W. STATE ST., 9TH FLOOR  
 PO BOX 230  
 TRENTON, NEW JERSEY 08625-0230

BIDDER: \_\_\_\_\_  
 \_\_\_\_\_

**INSTRUCTIONS:** Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> <small>(Shares Owned or % of Partnership)</small>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**INSTRUCTIONS:** Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. **If there are no owners with 10% or more interest in your firm, enter "None" below.** Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> <small>(Shares Owned or % of Partnership)</small>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**COMPLETE ALL QUESTIONS BELOW**

	<u>YES</u>	<u>NO</u>
1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above? <i>(If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)</i>	_____	_____
2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other State or the U.S. Government? <i>(If yes, attach a detailed explanation for each instance)</i>	_____	_____
3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material, or supplies? <i>(If yes, attach a detailed explanation for each instance)</i>	_____	_____
4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? <i>(If yes, attach a detailed explanation for each instance)</i>	_____	_____
5. Has any Federal, State or Local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject or any pending proceedings specifically seeking or litigating the issue of suspension or revocation? <i>(If yes, attach a detailed explanation for each instance)</i>	_____	_____

**CERTIFICATION:** I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that **I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers or information contained herein.** I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option, may declare any contract(s) resulting from this certification void and unenforceable.

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Company Name: \_\_\_\_\_ (Signature)  
 Address: \_\_\_\_\_ (Name)  
 \_\_\_\_\_ PRINT OR TYPE: \_\_\_\_\_ (Title)  
 FEIN/SSN#: \_\_\_\_\_  
 Date \_\_\_\_\_

**ATTACHMENT 2 - MACBRIDE PRINCIPLES FORM**

**NOTICE TO ALL BIDDERS**  
**REQUIREMENT TO PROVIDE A CERTIFICATION**  
**IN COMPLIANCE WITH MACBRIDE PRINCIPLES**  
**AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I certify, pursuant to N.J.S.A. 52:34-12.2 that the entity for which I am authorized to bid:

\_\_\_\_\_ has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or

\_\_\_\_\_ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

\_\_\_\_\_  
**Signature of Bidder**

\_\_\_\_\_  
**Name (Type or Print)**

\_\_\_\_\_  
**Title Name (Type or Print)**

\_\_\_\_\_  
**Name of Company Name (Type or Print)**

\_\_\_\_\_  
**Date**

**ATTACHMENT 3 – AFFIRMATIVE ACTION SUPPLEMENT**

<b>AFFIRMATIVE ACTION</b>	<b>TERM CONTRACT - ADVERTISED BID PROPOSAL</b>
DEPT OF THE TREASURY DIVISION OF PURCHASE & PROPERTY STATE OF NEW JERSEY 33 WEST STATE STREET, 9TH FLOOR PO BOX 230 TRENTON, NEW JERSEY 08625-0230	NAME OF BIDDER: _____

**SUPPLEMENT TO BID SPECIFICATIONS**

**DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:**

1. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. THE CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT SUCH APPLICANTS ARE RECRUITED AND EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION, OR TRANSFER; RECRUITMENT OR RECRUITMENT ADVERTISING; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES TO BE PROVIDED BY THE PUBLIC AGENCY COMPLIANCE OFFICER SETTING FORTH PROVISIONS OF THIS NONDISCRIMINATION CLAUSE;
2. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS ,FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION.
3. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OR WORKERS WITH WHICH IT HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE, TO BE PROVIDED BY THE AGENCY CONTRACTING OFFICER ADVISING THE LABOR UNION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS ACT AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT.
4. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, AGREES TO COMPLY WITH THE REGULATIONS PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND THE AMERICANS WITH DISABILITIES ACT.
5. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO ATTEMPT IN GOOD FAITH TO EMPLOY MINORITY AND FEMALE WORKERS CONSISTENT WITH THE APPLICABLE COUNTY EMPLOYMENT GOALS PRESCRIBED BY N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME OR IN ACCORDANCE WITH A BINDING DETERMINATION OF THE APPLICABLE COUNTY EMPLOYMENT GOALS DETERMINED BY THE AFFIRMATIVE ACTION OFFICE PURSUANT TO N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME.
6. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO INFORM IN WRITING APPROPRIATE RECRUITMENT AGENCIES IN THE AREA, INCLUDING EMPLOYMENT AGENCIES, PLACEMENT BUREAUS, COLLEGES, UNIVERSITIES, LABOR UNIONS, THAT IT DOES NOT DISCRIMINATE ON THE BASIS OF AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND THAT IT WILL DISCONTINUE THE USE OF ANY RECRUITMENT AGENCY WHICH ENGAGES IN DIRECT OR INDIRECT DISCRIMINATORY PRACTICES.
7. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVISE ANY OF ITS TESTING PROCEDURES, IF NECESSARY, TO ASSURE THAT ALL PERSONNEL TESTING CONFORMS WITH THE PRINCIPLES OF JOB-RELATED TESTING, AS ESTABLISHED BY THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY AND AS ESTABLISHED BY APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.
8. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVIEW ALL PROCEDURES RELATING TO TRANSFER, UPGRADING, DOWNGRADING AND LAYOFF TO ENSURE THAT ALL SUCH ACTIONS ARE TAKEN WITHOUT REGARD TO AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND CONFORM WITH THE APPLICABLE EMPLOYMENT GOALS, CONSISTENT WITH THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY, AND APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.

THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL FURNISH SUCH REPORTS OR OTHER DOCUMENTS TO THE AFFIRMATIVE ACTION OFFICE AS MAY BE REQUESTED BY THE OFFICE FROM TIME TO TIME IN ORDER TO CARRY OUT THE PURPOSES OF THESE REGULATIONS, AND PUBLIC AGENCIES SHALL FURNISH SUCH INFORMATION AS MAY BE REQUESTED BY THE AFFIRMATIVE ACTION OFFICE FOR CONDUCTING A COMPLIANCE INVESTIGATION PURSUANT TO SUBCHAPTER 10 OF THE ADMINISTRATIVE CODE (NJAC17:27).

**\* NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS**

**PLEASE CHECK APPROPRIATE BOX (ONE ONLY)**

- I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.



# INSTRUCTIONS FOR COMPLETING THE AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA302)

## IMPORTANT:

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.

**Item 1** - Enter the Federal Identification Number assigned to the Contractor or vendor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, but not yet issued, write the words "applied for",

or

If your business is such that you have not, or will not receive a Federal Employee Identification Number, enter the Social Security Number assigned to the single owner or to a partner, in case of partnership.

**Item 2** - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business, check the predominant one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

**Item 3** - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

**Item 4** - Enter the name by which the company is identified. If there is more than one company name, enter the predominant one.

**Item 5** - Enter the physical location of the company, include City, County, State and Zip Code.

**Item 6** - Enter the name of any parent or affiliated company including City, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

**Item 7** - Check the appropriate box for the total number of employees in the entire company. "Entire Company" shall include all facilities in the entire firm or corporation, including part-time employees, not use those employees at the facility being awarded the contract.

**Item 8** - Check the box appropriate to your type of company establishment. Single-establishment Employer shall include an employer whose business is conducted at more than one location.

**Item 9** - If multi-establishment was entered in Item 8, enter the number of establishments within the State of New Jersey.

**Item 10** - Enter the total number of employees at the establishment being awarded the contract.

**Item 11** - Enter the name of the Public Agency awarding the contract. Include City, State and Zip Code.

**Item 12** - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category.

Racial/Ethnic Groups will be so defined:

Black: Not of Hispanic origin. Persons have origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. This area includes for example, China, Japan, the Philippine Islands and Somoa.

**Item 13** - Check the appropriate box, if the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

**Item 14** - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

**Item 15** - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

**Item 16** - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

**Item 17** - Print or type the name of the person completing this form. Include the signature, title and date.

**Item 18** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

**State of New Jersey**  
**AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT**

**IMPORTANT - READ INSTRUCTIONS ON PRIOR PAGE CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT SHARP BALL POINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.**

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG. <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. DOES THE ENTIRE COMPANY HAVE A TOTAL OF AT LEAST 50 EMPLOYEES? <input type="checkbox"/> YES <input type="checkbox"/> NO		
8. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
9. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN N.J. : [     ]		
10. TOTAL NUMBER OF EMPLOYEES AT THE ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: [     ]		
11. PUBLIC AGENCY AWARDED CONTRACT:		CITY STATE ZIP CODE

**OFFICIAL USE ONLY**

DATE RECEIVED	OUT OF STATE PERCENTAGES	ASSIGNED CERTIFICATION NUMBER
MO/DAY/YR	COUNTY MINORITY FEMALE	

**SECTION B - EMPLOYMENT DATA**

12. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority categories, in columns 1, 2, & 3.

JOB CATEGORIES	ALL EMPLOYEES			MINORITY GROUP EMPLOYEES (PERMANENT)								
	Col. 1 TOTAL (Cols. 2&3)	Col. 2 MALE	Col. 3 FEMALE	MALE				FEMALE				
				BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	
Officials and Managers												
Professionals												
Technicians												
Sales Workers												
Office and Clerical												
Craftworkers (Skilled)												
Operatives (Semi-skilled)												
Laborers (Unskilled)												
Service Workers												
<b>TOTAL</b>												
Total employment from Previous Report (if any)												

The data below shall NOT be included in the request for the categories above.

13. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. VISUAL SURVEY <input type="checkbox"/> 2. EMPLOYMENT RECORD <input type="checkbox"/> 3. OTHER (SPECIFY)	15. IS THIS THE FIRST EMPLOYEE INFORMATION REPORT (AA.302) SUBMITTED? <input type="checkbox"/> 1. YES <input type="checkbox"/> 2. NO	16. IF NO, DATE OF LAST REPORT SUBMITTED   MO.   DAY   YEAR
14. DATES OF PAYROLL PERIOD USED		

**SECTION C - SIGNATURE AND IDENTIFICATION**

17. NAME OF PERSON COMPLETING FORM (PRINT OR TYPE)(?CONTRACTOR EEO OFFICER)	SIGNATURE	TITLE	MO.   DAY   YEAR
18. ADDRESS (NO. & STREET)	(CITY)	(STATE)	(ZIP CODE) PHONE (AREA CODE, NO. & EXTENSION)

**ATTACHMENT 4 - PRICE SCHEDULE**

**Price Schedule for Advertising & Public Relations, Child Support & Related Programs, DFD  
04-X-35825**

<b>Price Line</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Budget Hours</b>	<b>Total Budget Price</b>
1.	LINKS Child Support Awareness Outreach Phase 1, Task 1 - Vendor Work Plan Annual Work Plan to Implement Campaign of Public Awareness of Child Support Programs and Parental Responsibility.	Task			\$
2.	Fully Loaded Firm Fixed Price (Labor Rate) For President	Hour			\$
3.	Fully Loaded Firm Fixed Price (Labor Rate) For Account Director/Supervisor	Hour			\$
4.	Fully Loaded Firm Fixed Price (Labor Rate) For Account Executive	Hour			\$
5.	Fully Loaded Firm Fixed Price (Labor Rate) For Partner	Hour			\$
6.	Fully Loaded Firm Fixed Price (Labor Rate) For Public Relations Account Executive	Hour			\$
7.	Fully Loaded Firm Fixed Price (Labor Rate) For Comptroller	Hour			\$
8.	Fully Loaded Firm Fixed Price (Labor Rate) For Account Manager	Hour			\$
9.	Fully Loaded Firm Fixed Price (Labor Rate) For Media Planner/Buyer	Hour			\$
10.	Fully Loaded Firm Fixed Price (Labor Rate) For Creative Director/Copy	Hour			\$
11.	Fully Loaded Firm Fixed Price (Labor Rate) For Creative Director/Art	Hour			\$
12.	Fully Loaded Firm Fixed Price (Labor Rate) For Senior Art Director	Hour			\$
13.	Fully Loaded Firm Fixed Price (Labor Rate) For Art Director	Hour			\$
14.	Fully Loaded Firm Fixed Price (Labor Rate) For Senior Copywriter	Hour			\$
15.	Fully Loaded Firm Fixed Price (Labor Rate) For Junior Copywriter	Hour			\$
16.	Fully Loaded Firm Fixed Price (Labor Rate) For Production Director/Print	Hour			\$

17.	Fully Loaded Firm Fixed Price (Labor Rate) For Production Director/Media	Hour			\$
18.	Fully Loaded Firm Fixed Price (Labor Rate) For Studio Manager	Hour			\$
19.	Fully Loaded Firm Fixed Price (Labor Rate) For Production Art Director	Hour			\$
20.	Fully Loaded Firm Fixed Price (Labor Rate) For Media Supervisor	Hour			\$
21.	Fully Loaded Firm Fixed Price (Labor Rate) For Media Supervisor	Hour			\$
22.	Fully Loaded Firm Fixed Price (Labor Rate) For Media Director	Hour			\$
23.	Fully Loaded Firm Fixed Price (Labor Rate) For Interactive Specialist	Hour			\$
24.	Fully Loaded Firm Fixed Price (Labor Rate) For Administrative Assistant	Hour			\$
25.	Fully Loaded Firm Fixed Price (Labor Rate) For Clerical	Hour			\$
26.	Fully Loaded Firm Fixed Price for New Web Site Development	Task			
27.	Fully Loaded Firm Fixed Price for Update of Web Site	Task			\$
28.	Fully Loaded Firm Fixed Price for Maintenance of the Current Web Site	Month			\$
29.	Fully Loaded Firm Fixed Price For Media Buy Commission	Percent			\$
<b>Total Budget Price Assignment 1</b>					\$

**Price Schedule for Advertising and Public Relations, Child Support & Related Programs, DFD  
04-X-35825**

<b>Price Line</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Budget Hours</b>	<b>Total Budget Price</b>
30.	Fully Loaded Firm Fixed Price (Labor Rate) For President	Hour			\$
31.	Fully Loaded Firm Fixed Price (Labor Rate) For Account Director/Supervisor	Hour			\$
32.	Fully Loaded Firm Fixed Price (Labor Rate) For Account Executive	Hour			\$
33.	Fully Loaded Firm Fixed Price (Labor Rate) For Partner	Hour			\$
34.	Fully Loaded Firm Fixed Price (Labor Rate) For Public Relations Account Executive	Hour			\$
35.	Fully Loaded Firm Fixed Price (Labor Rate) For Comptroller	Hour			\$
36.	Fully Loaded Firm Fixed Price (Labor Rate) For Account Manager	Hour			\$
37.	Fully Loaded Firm Fixed Price (Labor Rate) For Media Planner/Buyer	Hour			\$
38.	Fully Loaded Firm Fixed Price (Labor Rate) For Creative Director/Copy	Hour			\$
39.	Fully Loaded Firm Fixed Price (Labor Rate) For Creative Director/Art	Hour			\$
40.	Fully Loaded Firm Fixed Price (Labor Rate) For Senior Art Director	Hour			\$
41.	Fully Loaded Firm Fixed Price (Labor Rate) For Art Director	Hour			\$
42.	Fully Loaded Firm Fixed Price (Labor Rate) For Senior Copywriter	Hour			\$
43.	Fully Loaded Firm Fixed Price (Labor Rate) For Junior Copywriter	Hour			\$
44.	Fully Loaded Firm Fixed Price (Labor Rate) For Production Director/Print	Hour			\$
45.	Fully Loaded Firm Fixed Price (Labor Rate) For Production Director/Media	Hour			\$
46.	Fully Loaded Firm Fixed Price (Labor Rate) For Studio Manager	Hour			\$
47.	Fully Loaded Firm Fixed Price (Labor Rate) For Production Art Director	Hour			\$

48.	Fully Loaded Firm Fixed Price (Labor Rate) For Media Supervisor	Hour			\$
49.	Fully Loaded Firm Fixed Price (Labor Rate) For Media Supervisor	Hour			\$
50.	Fully Loaded Firm Fixed Price (Labor Rate) For Media Director	Hour			\$
51.	Fully Loaded Firm Fixed Price (Labor Rate) For Interactive Specialist	Hour			\$
52.	Fully Loaded Firm Fixed Price (Labor Rate) For Administrative Assistant	Hour			\$
53.	Fully Loaded Firm Fixed Price (Labor Rate) For Clerical	Hour			\$
54.	Fully Loaded Firm Fixed Price for New Web Site Development	Task			
55.	Fully Loaded Firm Fixed Price for Update of Web Site	Task			\$
56.	Fully Loaded Firm Fixed Price for Maintenance of the Current Web Site	Month			\$
57.	Fully Loaded Firm Fixed Price For Media Buy Commission	Percent			\$
<b><u>Total Budget Price Assignment 2</u></b>					
<b><u>Total Budget Price Assignments 1 and 2 *</u></b>					\$

\* Campaign budget price that will be used for evaluation purposes.

**Price Schedule for Advertising and Public Relations, Child Support & Related Programs, DFD  
04-X-35825**

<b>Price Line</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price</b>
58.	Provision of All Services Including Hosting URL	Month	
59.	Provision of All Services With DHS Hosting URL	Month	
60.	LINKS Child Support Outreach - Training the Presenter (One Presentation)	Task	
61.	LINKS Child Support Outreach - For Regional Networks (One Presentation)	Task	

## **ATTACHMENT 5 - SET-ASIDE FORM**

### NOTICE TO BIDDERS

#### SET-ASIDE CONTRACT

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 BUSINESSES. AS INDICATED ON PAGE ONE OF THIS DOCUMENT, AS SUCH, ELIGIBILITY TO BID IS LIMITED TO BIDDERS THAT MEET STATUTORY AND REGULATORY REQUIREMENTS AND HAVE HAD THEIR ELIGIBILITY DETERMINED BY THE NEW JERSEY COMMERCE AND ECONOMIC GROWTH COMMISSION (COMMERCE). THE FOLLOWING DEFINITIONS OF EACH SMALL BUSINESS SET-ASIDE BUSINESS CATEGORY CAN BE FOUND AT N.J.A.C. 17:13-1.2 OR N.J.A.C.12A:10-1.2. A COPY OF N.J.A.C. CHAPTER 13, GOODS AND SERVICES CONTRACTS FOR SMALL BUSINESSES IS ATTACHED HERETO.

AS YOU WILL SEE IN THE REGULATIONS ATTACHED; "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 SYSTEM PLACES SMALL BUSINESS INTO THE FOLLOWING CATEGORIES: THOSE WITH GROSS REVENUES UP TO \$500,000; THOSE WITH GROSS REVENUES OF UP TO \$5 MILLION; AND 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 A PART OF ITS RESPONSE TO THIS SOLICITATION, A COPY OF ITS CURRENT APPROVAL NOTICE, FROM THE NEW JERSEY COMMERCE AND ECONOMIC GROWTH COMMISSION. ANY BUSINESS THAT SEEKS TO REGISTER AS A SMALL BUSINESS IS REQUIRED TO SUBMIT A FEE PAYMENT ALONG WITH ITS APPLICATION TO COMMERCE.

ALL NECESSARY FORMS AND ANY ADDITIONAL INFORMATION CONCERNING REGISTRATION AND CERTIFICATION MAY BE OBTAINED BY CONTACTING COMMERCE'S OFFICE OF SMALL BUSINESS, 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 AND ECONOMIC GROWTH COMMISSION  
OFFICE OF SMALL BUSINESS SERVICES  
20 WEST STATE STREET - 4TH FLOOR  
PO BOX 820  
TRENTON, NJ 08625-0820  
  
TELEPHONE: 609/292-2146



**CHAPTER 13**  
**GOODS AND SERVICES CONTRACTS FOR SMALL BUSINESSES**

**SUBCHAPTER 1. PURPOSE, SCOPE AND DEFINITIONS**

17:13-1.1 Purpose and scope

(a) The rules in this chapter are jointly promulgated by the Commerce and Economic Growth Commission (hereinafter, "Commerce Commission") and the Department of the Treasury to implement [N.J.S.A. 52:32-17](#) et seq. and Executive Order No. 84, dated March 5, 1993, to establish a set-aside program that, in part, requires State agencies with contracting authority to make a good faith effort to award 15 percent of State contracts and subcontracts to eligible small businesses. This percentage goal is an overall program goal for each State contracting agency. State contracting agencies are expected to apply their business judgment when establishing set-aside goals for individual contracts.

(b) These rules apply only to State contracts for goods and services awarded by any State contracting agency and are not applicable to the award of State contracts for construction and construction related services.

(c) Applications and questions regarding eligibility as a small business should be addressed to:

Commerce and Economic Growth Commission

Set-Aside and Certification Office

20 West State Street

PO Box 820

Trenton, New Jersey 08625-0820

Questions concerning the award of contracts under these rules should be directed to the State contracting agency issuing the particular contract.

17:13-1.2 Definitions

The following words and terms, when used in this chapter, shall have the following meanings, unless the context clearly indicates otherwise.

"Bidding threshold" means the dollar limit placed on all public contracting agencies pursuant to [N.J.S.A. 52:34-7](#) to establish when public advertisement of bids is required.

"Contractor" means any party providing goods and/or services or performing or offering to perform under a contract issued by a State contracting agency.

"Cooperative purchasing" means an extension of certain State contracts awarded by the Division of Purchase and Property for the use of either local governing authorities, pursuant to [N.J.S.A. 52:25-16.1](#) et seq., volunteer fire departments, volunteer first aid squads and rescue squads, pursuant to [N.J.S.A. 52:25-16.2](#), county colleges, pursuant to [N.J.S.A. 18A:64A- 25.9\(b\)](#), State colleges, pursuant to [N.J.S.A. 18A:64-60](#), or quasi-State agencies, pursuant to [N.J.S.A. 52:27B-56.1](#). Such an award is made as an adjunct to an award of a contract for State agency purchases.

"Delegated purchasing authority" means the authority of a State agency to award contracts below the bid threshold amount pursuant to authority delegated by the Director, Division of Purchase and Property. (See [N.J.S.A. 52:25-23](#).)

"Division of Purchase and Property" means the State agency within the Department of the Treasury which provides centralized purchasing of goods and services for other State departments, pursuant to [N.J.S.A. 52:27B-56](#).

"Goal" means the statutorily determined percentage of contracts awarded by each State contracting agency to eligible small businesses in order to comply with the small business provisions of the Set-Aside Act.

"Invitation for Bids" or "IFB" means the document issued by a State contracting agency to initiate an advertised bidding and contract award process, and includes Requests for Proposals (RFPs) and Requests for Quotations (RFQs). The IFB establishes the contract's terms and conditions, the product and/or service specifications, and the bidding eligibility to businesses approved as small business entities.

"Line item contract" means an award in which a specific one-time purchase of goods or services is established.

"Multi-source contract" means a term contract awarded by the Division of Purchase and Property wherein more than one vendor is awarded a contract in accordance with the provisions of [N.J.S.A. 52:34-12.1](#).

"Registration" means the process by which any business can have its eligibility for participation in the Commerce Commission's small business programs determined.

"Request for Proposals" or "RFP" means the document issued by a State contracting agency to initiate an advertising bidding and contract award process.

"Secretary" means the Chief Executive Officer and Secretary of the Commerce Commission or his or her designee.

"Set-aside contract," for the purposes of construing and applying these rules only, means a contract, specifically designated by a contracting agency as exclusively available for award to a small business.

"Small business" means a business which has its principal place of business in the State, is independently owned and operated, has no more than 100 full-time employees, and has gross revenues that do not exceed \$12 million.

"State contracting agency" means any board, commission, committee, authority, division, department or agency of the State which possesses the legal authority to enter into or award contracts for goods and services including, but not limited to, the following entities except where expressly inconsistent with New Jersey or Federal statutory law:

1. DEPARTMENTS:

Agriculture

Banking and Insurance

Personnel

Community Affairs

Corrections

Education

Environmental Protection

Health and Senior Services

Human Services

Labor

Law and Public Safety

Military and Veterans Affairs

State

Transportation

Treasury

## 2. COLLEGES:

College of New Jersey

Kean University

Montclair State University

New Jersey City University

New Jersey Institute of Technology

Ramapo College of New Jersey

Richard Stockton College of New Jersey

Rowan University

Rutgers the State University of New Jersey

Thomas A. Edison State College

University of Medicine and Dentistry of New Jersey

William Paterson University of New Jersey

## 3. AUTHORITIES:

Board of Public Utilities

Casino Redevelopment Authority

Development Authority for Small Businesses, Minorities and Women's Enterprises

Expressway Authority

Health Care Facilities Financing Authority

Highway Authority

N.J. Economic Development Authority

N.J. Educational Facilities Authority

N.J. Health Care Facilities Financing Authority

N.J. Housing and Mortgage Finance Agency

N.J. Transit Corp.

N.J. Water Supply Authority

Public Broadcasting Authority

Sports and Exposition Authority

Turnpike Authority

Urban Development Corporation

#### 4. COMMISSIONS:

Beach Erosion Commission

Casino Control Commission

County and Municipal Government Study Commission

Commerce and Economic Growth Commission

Election Law Enforcement Commission

Executive Commission on Ethical Standards

New Jersey Meadowlands Commission

N.J. Commission on Capital Budgeting and Planning

N.J. Racing Commission

North Jersey Water Supply Commission

Passaic Valley Sewer Commission

Pinelands Commission

State Commission of Investigation

#### 5. MULTI-STATE AGENCIES:

Delaware River Basin Commission

Port Authority of New York and New Jersey

Delaware River Joint Toll Bridge Commission

Delaware River Port Authority

Delaware River and Bay Authority

Atlantic Interstate Low-Level Radioactive Waste Compact

Delaware Valley Regional Planning Commission

Interstate Environmental Commission

Palisades Interstate Park Commission

Waterfront Commission of New York Harbor

6. All other departments, colleges, authorities and commissions that are established or may be established in the future.

"Subcontractor" means a third party that is engaged by a contractor to perform all or part of the goods and/or services included in a contract with the State.

"Target" means the numerical objectives which a State contracting agency establishes, on a contract by contract basis, in order to meet its small business goal.

"Term contract" means an award made by a State contracting agency in which a source of supply for a product or service is established for a specific period of time. A term contract is generally applied when a State contracting agency:

1. Establishes a fixed unit price or discount for items to be purchased thereunder;
2. Provides for some estimated dollar volume or minimum quantities to be purchased; or
3. Provides for the rebidding of any single purchase which exceeds a specified maximum amount.

"Treasurer" means the Treasurer of the State of New Jersey or his or her designee.

"Waiver of advertising" means an award process authorized by [N.J.S.A. 52:34-9](#) and [52:34-10](#), which does not require public advertisement and which is subject to approval by the State Treasurer. Whenever possible, competition is sought prior to issuance of a waiver of advertising.

## **SUBCHAPTER 2. ELIGIBILITY REQUIREMENTS FOR SMALL BUSINESSES**

### 17:13-2.1 Standards of eligibility for small businesses

(a) In order to be eligible as a small business, a business must satisfy all of the following criteria:

1. The business must be independently owned and operated, as evidenced by its management being responsible for both its daily and long term operation, and its management owning at least 51 percent interest in the business.

2. The business must be incorporated or registered to do business in the State and have its principal place of business in New Jersey, defined as such when either 51 percent or more of its employees work in New Jersey, as evidenced by the payment of New Jersey unemployment taxes, or 51 percent or more of its business activities take place in New Jersey, as evidenced by its payment of income or business taxes.

3. The business must be a sole proprietorship, partnership or corporation with 100 or fewer employees in full-time positions, not including:

i. Seasonal and part-time employees employed for less than 90 days, if seasonal and casual part-time employment are common to that industry; and

ii. Consultants employed under other contracts not related to the goods and services which are the subject of the specific contract for which the business wants to be eligible as a small business.

4. The business must have gross revenues that do not exceed \$12 million.

i. Gross revenues of a business which has been in business for three or more completed years means the revenues of the business over its last three completed tax years divided by three.

ii. Gross revenues of a business which has been in business for less than three complete tax years means the revenues for the period the business has been in business divided by the number of weeks in business, multiplied by 52.

iii. Gross revenues of a business which has been in business three or more complete tax years but has a short year as one of those years means the revenue for the short year and the two full years divided by the number of weeks in the short year and the two full years, multiplied by 52.

(b) In addition to (a) above, the Commerce Commission may limit participation in its small business set-aside programs to businesses whose individual owners do not exceed \$750,000 in personal net worth.

(c) Eligibility is formalized by the Commerce Commission's registration and approval process.

(d) Small businesses will be registered in one of the following three categories:

1. Small businesses whose gross revenues do not exceed \$500,000;

2. Small businesses whose gross revenues do not exceed \$5 million; or

3. Small businesses whose gross revenues do not exceed \$12 million.

(e) Small businesses registered in the category in (d) 1 above will be eligible to participate in set-aside contracts and subcontracting programs available to businesses registered in the categories in (d) 1, 2 and 3 above. Small businesses registered in the category in (d) 2 above will be eligible to participate in set-side contracts and subcontracting programs available to businesses registered in the categories in (d) 2 and 3 above. Small businesses registered in the category in (d) 3 above will be eligible to participate in set-aside contracts and subcontracting programs available to businesses in the category in (d) 3 above only.

17:13-2.2 Obligation to provide information and penalties for failure to provide complete and accurate information

(a) Applicants under these rules shall accurately and honestly supply all information required by the Commerce Commission.

(b) When a business has been approved as an eligible small business, on the basis of false information knowingly supplied by the business and the business has been awarded a State contract or a subcontract thereto, the Secretary, after notice and opportunity for a contested case hearing pursuant to [N.J.S.A. 52:14B-10](#) and [N.J.A.C. 17:13-2.2](#), shall:

1. Assess the business any difference between the contract amount and what the State's cost would have been if the contract had not been awarded in accordance with the provisions of [N.J.S.A. 52:32-17](#) et seq.;

2. Assess the business a penalty in the amount of not more than 10 percent of the amount of the contract or subcontract involved; and

3. Order the business ineligible to transact any business with a State contracting agency for a period of not less than three months and not more than 24 months.

(c) Any business approved by the Commerce Commission as a small business shall immediately apprise the Commerce Commission of any circumstances which might affect the eligibility of the business under these rules.

(d) The failure of a business to report any such changed circumstances, or the intentional reporting of false information, shall disqualify the business for inclusion on any vendors list under these rules and may subject the business to adverse action by contracting agencies and/or the Attorney General.

### **SUBCHAPTER 3. REGISTRATION**

17:13-3.1 Registration procedures for small businesses

(a) Registration procedures established by the Commerce Commission are as follows:

1. Any business which seeks to register as a small business must apply to the Commerce Commission and pay a \$100.00 annual registration fee. In addition to the \$100.00 registration fee, any business applying for certification must pay a \$75.00 application fee pursuant to the period indicated in [N.J.A.C. 12A:11-1.11](#). For these purposes, the Commerce Commission shall prepare a Vendor Registration Form. This form shall be available from the Commerce Commission and the State contracting agencies.

2. As part of its application to the Commerce Commission, a business shall reasonably document its principal place of business, independent status, number of employees, and its gross revenues. Where available, this documentation should include appropriate forms or reports otherwise submitted to or issued by State and Federal agencies, such as employee reports filed with the New Jersey Department of Labor or certificates of incorporation issued by the New Jersey Department of the Treasury.

3. If an applicant fails to complete fully the Vendor Registration Form, registration may be delayed or denied.

4. If an applicant knowingly supplies incomplete or inaccurate information, the applicant shall be disqualified under these rules and may be subject to other penalties described in [N.J.A.C. 17:13-2.2](#) (12A:10-2.2).

5. When an application for registration as a small business is approved by the Commerce Commission, the Commerce Commission will issue the newly registered business an approval notice and add it to the Commerce Commission's small vendors list.

6. State contracting agencies will utilize these lists in confirming eligibility for set-aside contracts and subcontracts and in reporting progress toward established goals.

#### 17:13-3.2 Time for application to register as a small business

(a) A business may apply to the Commerce Commission at any time to be registered as a small business and to be placed on the appropriate vendor list.

(b) If a business is to be eligible to bid on a specific set-aside contract or participate in the subcontracting target programs for purposes of these rules, it must be registered as a small business by the Commerce Commission on the date the bid or bid proposal is received and opened by the State contracting agency.

#### 17:13-3.3 Procedures for challenging a business registered as a small business

(a) The qualification under these rules of a business on a vendors list as a small business may be challenged by any other business on that State vendors list or by any of the State contracting agencies subject to these rules.

1. A registration challenge shall be made in writing to the Set-Aside and Certification Office of the Commerce Commission, setting forth the factual basis for the challenge. The Commerce Commission shall provide a copy of the challenge and a notice granting the opportunity for a hearing to the challenged business. Where a particular contract is at issue, the Commerce Commission shall also provide a copy of the challenge to the contracting agency.

2. A registration challenge to the Commerce Commission may concern only the qualification of a business under these rules as a small business. Any challenge to a business's qualifications to perform a contract shall be referred to the appropriate State contracting agency.

(b) When the Commerce Commission receives a challenge, upon request of the business whose registration is at issue, the Commerce Commission shall conduct a hearing on the matter as follows:

1. The Commerce Commission shall notify all interested parties of the time and place of the hearing, and of the right to attend and be represented at the hearing.

2. The burden of proof lies with the challenger. However, the Commerce Commission may use its own resources to ascertain the validity of a challenge and the status of a business.



3. The hearing will be conducted by the designee of the Secretary. This designee will issue a written report to the Secretary within four working days following the close of the hearing.

4. At the discretion of the Secretary's designee, participants at the hearing may be permitted to file written exceptions to the hearing officer's report no later than two working days from the issuance of the report.

5. Thereafter, the Secretary shall issue a final decision on the challenge and notify the parties by certified letter.

6. A challenge to a business's eligibility shall not stay the contract award process.

#### 17:13-3.4 Interim registration period

(a) A business registered as a small business or certified as a minority or female business by the Commerce Commission, as of July 8, 2003, shall be granted an interim registration by the Commerce Commission in one of the categories set forth in [N.J.A.C. 12A:10-2.1\(d\)](#) (17:13-2.1(d)), if its gross revenues, as determined by information retrieved from a third party database, do not exceed \$12 million.

(b) A business shall retain its interim registration until it has submitted a Vendor Registration Form to the Commerce Commission and has been granted or denied approval as an eligible small business, or until December 31, 2003, whichever is earlier.

(c) During the interim registration period, a business shall be eligible to participate in all set-aside contracts and subcontracting programs available to businesses registered in its category.

### **SUBCHAPTER 4. SET-ASIDE CONTRACTING AND SUBCONTRACTING PROGRAM**

#### 17:13-4.1 Set-aside program goals and procedures

(a) Each State contracting agency, consistent with its contracting authority, shall establish and administer a set-aside program which provides for at least 15, or the established goal pursuant to the Set-Aside Act, [N.J.S.A. 52:32-17](#) et seq., whichever is greater, percent of the dollar value of its contracts to be awarded to eligible small businesses, as follows: at least five percent shall be awarded to small businesses whose gross revenues do not exceed \$500,000; at least an additional five percent shall be awarded to small businesses whose gross revenues do not exceed \$5 million; and at least an additional five percent shall be awarded to small businesses whose gross revenues do not exceed \$12 million.

1. Percentages shall be measured by the total dollar value of all such set-aside contracts in comparison to the total dollar value of all publicly advertised contracts awarded by the agency within a fiscal year.

2. The State contracting agencies shall designate specific contracts for each of the three set-aside categories.

(b) Each State contracting agency shall establish written procedures and maintain records as necessary to define, document and report its good faith efforts to attain the established set-aside contracting goals, including contracts executed under its bidding threshold, as established by [N.J.S.A. 52:34-7](#) et seq. The set-aside procedures shall include the following provisions:

1. The State contracting agency shall review its schedule of contracting opportunities and establish a method of determining which upcoming contracts will be offered as part of the agency's set-aside program.

i. A contract may be considered suitable for set-aside whenever the contracting agency can establish a

reasonable expectation that bids may be obtained from at least three qualified eligible businesses capable of furnishing the specified products or services.

ii. The designation as a set-aside contract shall be made prior to public advertisement for bids.

(c) When a State contracting agency has made a determination that a contract is suitable for set-aside purposes, the following provisions apply:

1. Public advertisement of the set-aside contracting opportunity shall be consistent with the contracting agency's standard bidding procedures and may be supplemented by special notification efforts to maximize participation.

2. Invitations for bids, or a portion thereof, shall be specifically set aside for small businesses whose gross revenues do not exceed \$500,000 or small businesses whose gross revenues do not exceed \$5 million or small businesses whose gross revenues do not exceed \$12 million, and bids from other bidders shall be rejected.

3. The State contracting agency shall reject all bids and withdraw the designation as a set-aside contract when the agency determines that acceptance of the lowest responsive bid would result in the payment of an unreasonable price or in a contract that is otherwise unacceptable pursuant to that agency's contracting statutes and rules.

4. The State contracting agency shall notify all participating bidders of the bid cancellation, stating the reasons for the cancellation and the agency's intent to re-solicit bids on an unrestricted basis.

5. The award of any contract designated as a set-aside contract shall be made in accordance with the agency's contracting statutes, rules and procedures.

#### 17:13-4.2 Subcontracting target program and procedures

(a) When it deems appropriate, any State contracting agency, consistent with its contracting authority, may establish and administer a subcontracting target program in lieu of or as a supplement to the set-aside program.

(b) Each State contracting agency shall establish written procedures and maintain records as necessary to define, document and report subcontracts awarded pursuant to this program. The procedures shall include the following provisions:

1. The State contracting agency shall review its schedule of contracting opportunities and establish a method of determining which upcoming contracts are suitable for the subcontracting target program.

i. Factors to be considered when making the determination that a particular contract is suitable for inclusion in this program include, but are not limited to: the total dollar amount of the project and subcontracting opportunities on the project.

ii. The designation of a particular contract as part of the subcontracting target program shall be made prior to the public advertisement for bids or established pursuant to addenda.

(c) Nothing in these rules shall be construed as requiring or permitting a State contracting agency to depart from its statutory restrictions or documented policies governing the percentage of a contract which may be subcontracted.

(d) The bid documents shall contain a detailed notice to bidders advising of the following:

1. The bidding package includes a small business utilization form or forms considered a material and mandatory requirement which must be completed and included as part of the bidder's proposal.

2. Failure to complete and submit the form or forms may render the proposal nonresponsive and thus subject to rejection.

3. The small business utilization plan will be used by the State contracting agency to determine, prior to award, whether the bidder's proposal is reasonably designed to meet the targets.

(e) A bidder's proposal failing to identify contracts for small businesses shall include documentation of the bidder's good faith efforts to meet the subcontracting targets. Documentation may include a record of the bidder's attempts to contract with eligible businesses and the reasons for failure to meet the subcontracting targets, or a certification that the bidder does not intend to subcontract any work.

(f) The State contracting agency shall review this documentation in order to determine whether the bidder made reasonable efforts to solicit and award contracts to eligible small businesses.

(g) The State contracting agency will consider the bidders actions taken pursuant to [N.J.A.C. 17:14-4.3](#) (12A:10A-4.3) in determining whether reasonable efforts were made by the bidder to solicit and award subcontracts to eligible small businesses.

(h) The award of any contract pursuant to this program shall be made, in accordance with the State contracting agency's applicable statutes, rules and procedures, to the bidder whose proposal meets or demonstrates a genuine good faith effort to meet the targets.

#### 17:13-4.3 Good faith efforts of bidders; requirements

(a) The following actions shall be taken by a bidder in establishing a good faith effort to solicit and award subcontracts to eligible small businesses, as established in the RFP:

1. The bidder shall attempt to locate qualified potential small business subcontractors;
2. The bidder shall request a listing of small businesses from the Commerce Commission if none are known to the bidder;
3. The bidder shall keep a record of its efforts, including the names of businesses contacted and the means and results of such contacts;
4. The bidder shall provide all potential subcontractors with detailed information regarding the specifications; and
5. The bidder shall attempt, wherever possible, to negotiate prices with potential subcontractors submitting higher than acceptable price quotes.

(b) Bidders shall maintain adequate records to document their efforts.

#### 17:13-4.4 Exemptions from set-aside program

In those circumstances where Federal law or regulations permit or require a procurement procedure other than those prescribed herein, the State contracting agency may follow the Federal procedures notwithstanding the

provisions of these regulations, provided that the State contracting agency issues a written declaration that such Federal laws are in effect.

## **SUBCHAPTER 5. PLANNING, REPORTING AND REVIEW**

### 17:13-5.1 Planning

(a) Within 60 calendar days of the finalization of the State budget for each State contracting agency, that agency shall submit to the Secretary a plan for the coming fiscal year to comply with the programs established by these rules. The Commerce Commission will assist any State contracting agency in the development of its plan, upon request.

1. The plan shall include a list of all known procurements and reprocurements scheduled to bid during that fiscal year, including the following information:

- i. The name of the products or services covered by the contract;
- ii. The expiration date of the current contract and the estimated date of the public bid;
- iii. The term or duration of the contract;
- iv. The estimated dollar value of the contract or the amount expended to date on the current contract;
- v. The contracts that the agency intends to set aside in each of the three small business set-aside categories set forth in [N.J.A.C. 12A:10-4.1](#);
- vi. The contracts which have been identified as appropriate for its set-aside programs and the contracts which have been identified as appropriate for its target programs;
- vii. In addition to the requirements in (a) 1i through vi above, the Division of Purchase and Property shall identify those multi-source term contracts included in the Cooperative Purchasing Program and indicate which of the multi-source contracts will be set-aside in their entirety and which will contain select line items set aside for small businesses.

2. Each State contracting agency, with the exception of the Division of Purchase and Property, shall include a list of those products and services typically purchased under the bidding threshold, identifying those deemed appropriate for inclusion in the small business programs.

i. Each State department served by the Division of Purchase and Property shall provide the Commerce Commission with a list of those products and services typically purchased pursuant to its delegated purchasing authority, or with a list of those products and services purchased during the preceding fiscal year under that authority.

3. Each State contracting agency shall list contracts awarded as the result of Waivers of Advertising.

4. Each State contracting agency shall quarterly update its small business program plans with a list of line item contracts not included in its initial procurement schedules, containing the same information required by [N.J.A.C. 12A:10-5.1\(a\)](#) (17:13-5.1(a)).

5. Copies of contracting plans shall be available for review during normal business hours in the office of each State contracting agency.

(b) The Commerce Commission shall review the plan to determine whether it is reasonably designed to achieve the State contracting agency's goal of awarding five percent of its total contracting dollars to small businesses whose gross revenues do not exceed \$500,000, an additional five percent of its total contracting dollars to small businesses whose gross revenues do not exceed \$5 million, and an additional five percent of its total contracting dollars to small businesses whose gross revenues do not exceed \$12 million.

#### 17:13-5.2 Reporting requirements

(a) Within 30 calendar days of the end of each State contracting agency's fiscal quarters, the agency shall file with the Commerce Commission a report containing the following information prescribed by the Commerce Commission:

1. The total number and dollar value of all contracts advertised and awarded, a list of the bidders awarded contracts including the amount of the contract award, delineating which of these contracts and the percentages that were advertised and awarded as set-aside contracts in each of the three categories of small businesses set forth in [N.J.A.C. 12A:10-4.1](#) (17:13-4.1);

i. The State contracting agencies, in determining compliance with the set-aside goals for the three categories, shall count only those contracts awarded as a result of set-aside designations and only for the categories designated. If a registered small business is awarded a contract that was not set aside, that contract cannot be counted as a set-aside award but shall be counted toward attainment of the agency's overall goal.

ii. The Division of Purchase and Property shall include a list of multi-source contracts which contain lines set aside for each of the three categories of small businesses, and those contracts extended through the Cooperative Purchasing Program.

2. The total number and dollar value of all advertised and awarded contracts which included subcontract targets, setting forth the number and dollar value of subcontracts awarded to each of the three categories of small businesses, respectively.

3. Each State department served by the Division of Purchase and Property shall report the total number and dollar value of all purchases made under its delegated purchasing authority, delineating purchases and percentages made from each of the three categories of small businesses, respectively.

4. A description of efforts made by the State contracting agency to conduct outreach and educational programs for potential eligible small businesses and any efforts made to assist the business community in achieving the objectives of these programs.

(b) Within 90 calendar days of the close of each State contracting agency's fiscal year, the agency shall file with the Commerce Commission, in a format prescribed by the Commerce Commission, an analysis of actual contracting dollars paid to all contractors and actual contracting dollars paid to each of the three categories of small businesses, pursuant to set-aside contracts and subcontracts.

(c) All reports required by this subchapter shall be considered public records for the purposes of [N.J.S.A. 47:1A-1](#) et seq. and shall be retained as part of the permanent records of the State contracting agency and the Commerce Commission.

### 17:13-5.3 Annual review

The Secretary and the Treasurer of the State of New Jersey shall undertake an annual review of the operation and report to the Governor on the need for continuation or modification of the small business programs contained in this chapter. This report shall be based upon the reports submitted to the Commerce Commission and any other information deemed appropriate. The report will include performance data on compliance and deficiencies for each contracting agency and be publicly distributed as deemed appropriate.

**ATTACHMENT 6 - RECIPROCITY FORM**

**RECIPROCITY FORM**  
**(Optional Submission)**

**IMPORTANT NOTICE TO ALL BIDDERS**

Effective October 7, 1991 in accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose State or locality maintains a preference practice for their bidders.

For States having preference laws, regulations, or practices, New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Purchasing Officials, or the National Institute of Governmental Purchasing to invoke reciprocal actions. The State may obtain additional information anytime it deems appropriate to supplement the above survey information.

Any bidder may submit information related to preference practices enacted for a local entity outside the State of New Jersey. This information may be submitted in writing as part of the bid response proposal, and should be in the form of resolutions passed by an appropriate governing body, regulations, a Notice to Bidders, laws, etc. It is the responsibility of the bidder to provide the documentation with the bid proposal or submit it to the Director, Division of Purchase and Property within five (5) working days of the public bid opening. Written evidence for a specific procurement that is not provided to the Director within five working days of the public bid opening will not be considered in the evaluation of that procurement, but will be retained and considered in the evaluation of subsequent procurements.

Any bidder having evidence of out-of-State local entities invoking preference practices should complete the form below, with a copy of appropriate documentation. The form and documentation may be submitted with your bid response proposal.

.....  
**Name of Locality having preference practices:**

City /Town/Authority	
County	
State	

Documentation Attached

- Resolution       Regulations/Laws  
 Notice to Bidder       Other \_\_\_\_\_

Name of Firm Submitting this information \_\_\_\_\_

*Please Print*

## APPENDIX 1 NJ STATE STANDARD TERMS AND CONDITIONS

### STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS

- I. Unless the bidder is specifically instructed otherwise In the Request for Proposal, the following terms and conditions will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the Request for Proposal (RFP) and should be read in conjunction with same unless the RFP specifically indicates otherwise. If a bidder proposes changes or modifications or takes exception to any of the State's terms and conditions, the bidder must so state specifically in writing in the bid proposal. Any proposed change, modification or exception in the State's terms and conditions by a bidder will be a factor in the determination of an award of a contractor purchase agreement.
- II. All of the State's terms and conditions will become a part of any contract(s) or order(s) awarded as a result of the Request for Proposal, whether stated in part, in summary or by reference. In the event the bidder's terms and conditions conflict with the State's, the State's terms and conditions will prevail, unless the bidder is notified in writing of the State's acceptance of the bidder's terms and conditions.
- III. The statutes, laws or codes cited are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.
- IV. If awarded a contract or purchase agreement, the bidder's status shall be that of any independent principal and not as an employee of the State.

#### **1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS**

- 1.1 **BUSINESS REGISTRATION** - All New Jersey and out of State Corporations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey. Proof of valid business registration with the Division of Revenue, Department of the Treasury, State of New Jersey, should be submitted by the bidder and, if applicable, by every subcontractor of the bidder, with the bidder's bid. No contract will be awarded without proof of business registration with the Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG. can be filed online at <http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity>
- 1.2 **ANTI-DISCRIMINATION** - All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.
- 1.3 **PREVAILING WAGE ACT** - The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act.
- 1.4 **AMERICANS WITH DISABILITIES ACT** - The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101 et seq.
- 1.5 **THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.
- 1.6 **OWNERSHIP DISCLOSURE** - Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.
- 1.7 **COMPLIANCE - LAWS** - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.
- 1.8 **COMPLIANCE - STATE LAWS** - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.
- 1.9 **COMPLIANCE - CODES** - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.



## 2. **LIABILITIES**

- 2.1 **LIABILITY - COPYRIGHT** - The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.
- 2.2 **INDEMNIFICATION** - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.
- 2.3 **INSURANCE** - The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The contractor shall provide the State of New Jersey with current certificates of insurance for all coverages and renewals thereof which must contain the proviso that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to:

STATE OF NEW JERSEY  
Purchase Bureau - Bid Ref.#

The insurance to be provided by the contractor shall be as follows.

- a. General liability policy as broad as the standard coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include:
1. BROAD FORM COMPREHENSIVE GENERAL LIABILITY
  2. PRODUCTS/COMPLETED OPERATIONS
  3. PREMISES/OPERATIONS

The limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

- b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than

\$100,000 BODILY INJURY, EACH OCCURRENCE  
\$100,000 DISEASE EACH EMPLOYEE  
\$500,000 DISEASE AGGREGATE LIMIT

## 3. **TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU**

- 3.1 **CONTRACT AMOUNT** - The estimated amount of the contract(s), when stated on the Advertised Request for Proposal form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.
- 3.2 **CONTRACT PERIOD AND EXTENSION OPTION** - If, in the opinion of the Director of the Division of Purchase and Property, it is in the best interest of the State to extend an contract entered into as a result of this Request for Proposal, the contractor will be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the contract. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

### 3.3 **BID AND PERFORMANCE SECURITY**

- a. Bid Security - If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17: 12- 2.4. Acceptable forms of bid security are as follows:
1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.
  2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:

- a. Issue an award notice for those offers accepted by the State;
- b. Return all bond securities to those who have not been issued an award notice.

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc. If the contractor fails to execute the required contractual documents and bonds within thirty (30) calendar days after receipt of award notice, the contractor may be found in default and the contract terminated by the State. In case of default, the State reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the New Jersey Administrative Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

- b. Performance Security - If performance security is required, the successful bidder shall furnish performance security in such amount on any award of a term contractor line item purchase, see N.J.A.C. 17: 12- 2.5. Acceptable forms of performance security are as follows:
  - 1. The contractor shall be required to furnish an irrevocable security in the amount listed in the Request for Proposal payable to the Treasurer, State of New Jersey, binding the contractor to provide faithful performance of the contract.
  - 2. The performance security shall be in the form of a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

The Performance Security must be submitted to the State within 30 days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit performance security may result in cancellation of contract for cause pursuant to provision 3.5b,1, and nonpayment for work performed.

**3.4 VENDOR RIGHT TO PROTEST - INTENT TO AWARD** - Except in cases of emergency, bidders have the right to protest the Director's proposed award of the contract as announced in the Notice of Intent to Award, see N.J.A.C. 17:12-3.3. Unless otherwise stated, a bidder's protest must be submitted to the Director within 10 working days after receipt of written notification that his bid has not been accepted or that an award of contract has been made. In the public interest, the Director may shorten this protest period, but shall provide at least 48 hours for bidders to respond to a proposed award. In cases of emergency, stated in the record, the Director may waive the appeal period. See N.J.A.C. 17: 12- 3 et seq.

**3.5 TERMINATION OF CONTRACT**

- a. Change of Circumstances

Where circumstances and/or the needs of the State significantly change, or the contract is otherwise deemed no longer to be in the public interest, the Director may terminate a contract entered into as a result of this Request for Proposal, upon no less than 30 days notice to the contractor with an opportunity to respond.

In the event of such termination, the contractor shall furnish to the using agency, free of charge, such reports as may be required,

- b. For cause:
  - 1. Where a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seq., the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
  - 2. Where a contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping etc., so that the Director is repeatedly required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
- c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.
- d. In the event of termination under this section, the contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

**3.6 COMPLAINTS** - Where a bidder has a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to 3.5b a bidder may be bypassed for this award. See N.J.A.C. 17:12-2.8.

**3.7 EXTENSION OF CONTRACT QUASI-STATE AGENCIES** - It is understood and agreed that in addition to State Agencies, Quasi-State Agencies may also participate in this contract. Quasi-State Agencies are defined in N.J.S.A. 52:27B-56.1 as any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

**3.8 EXTENSION OF CONTRACTS TO POLITICAL SUBDIVISIONS, VOLUNTEER FIRE DEPARTMENTS AND FIRST AID SQUADS, AND INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION - N.J.S.A. 52:25-16.1** permits counties, municipalities and school districts to participate in any term contract(s), that may be established as a result of this proposal.

N.J.S.A. 52:25-16.2 permits volunteer fire departments, volunteer first aid squads and rescue squads to participate in any term contract(s) that may be established as a result of this proposal.

N.J.S.A. 52:25-16.5 permits independent institutions of higher education to participate in any term contract(s) that may be established as a result of this proposal, provided that each purchase by the Independent Institution of higher education shall have a minimum cost of \$500.

In order for the State contract to be extended to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education the bidder must agree to the extension and so state in his bid proposal. The extension to counties municipalities, school districts, volunteer fire departments, first aid squads and Independent Institutions of higher education must 'be under the same terms and conditions, including price, applicable to the State.

**3.9 EXTENSIONS OF CONTRACTS TO COUNTY COLLEGES - N.J.S.A. 18A:64A - 25. 9** permits any college to participate in any term contract(s) that may be established as a result of this proposal.

**3.10 EXTENSIONS OF CONTRACTS TO STATE COLLEGES - N.J.S.A. 18A:64- 60** permits any State College to participate in any term contract(s) that may be established as a result of this proposal.

**3.11 SUBCONTRACTING OR ASSIGNMENT** - The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.

In the event the bidder proposes to subcontract for the services to be performed under .the terms of the contract award, he shall state so in his bid and attach for approval a list of said subcontractors and an Itemization of the products and/or services to be supplied by them.

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the State.

**3.12 MERGERS, ACQUISITIONS** - If, subsequent to the award of any contract resulting from this Request for Proposal, the contractor shall merge with or be acquired by another firm, the following documents must be submitted to the Director, Division of Purchase & Property.

- a. Corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.
- b. State of New Jersey Bidders Application reflecting all updated information including ownership disclosure, pursuant to provision 1.5.
- c. Vendor Federal Employer Identification Number.

The documents must be submitted within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in termination of contract pursuant to provision 3.5b.

If subsequent to the award of any contract resulting from this Request for Proposal, the contractor's partnership or corporation shall dissolve, the Director, Division of Purchase & Property must be so notified. All responsible parties of the dissolved partnership or corporation must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment should be made until all parties to the dissolved partnership or corporation submit the required documents to the Director.

**3.13 PERFORMANCE GUARANTEE OF BIDDER** - The bidder hereby certifies that:

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.

- c. All new machines are to be guaranteed as fully operational for the period stated in the Request For Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.
- d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
- f. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

**3.14 DELIVERY GUARANTEES** - Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the Request for Proposal.

The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice.

Items delivered must be strictly in accordance with the Request for Proposal.

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the Request for Proposal, the using agency may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.

**3.15 DIRECTOR'S RIGHT OF FINAL BID ACCEPTANCE** - The Director reserves the right to reject any or all bids, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie bids will be awarded by the Director in accordance with N.J.A.C.17:12-2.1D.

**3.16 BID ACCEPTANCES AND REJECTIONS** - The provisions of N.J.A.C. 17:12-2.9, relating to the Director's right, to waive minor elements of non-compliance with bid specifications and N.J.A.C. 17: 12- 2.2 which defines causes for automatic bid rejection, apply to all proposals and bids.

**3.17 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES** - The State reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.

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

**3.18 STATE'S RIGHT TO REQUEST FURTHER INFORMATION** - The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the, bidder s financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain, in detail, how the bid price was determined.

**3.19 MAINTENANCE OF RECORDS** - The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the, State upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.

**4. TERMS RELATING TO PRICE QUOTATION**

**4.1 PRICE FLUCTUATION DURING CONTRACT** - Unless otherwise noted by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director of Purchase and Property must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions will result in cancellation of contract for cause, pursuant to provision 3.5b.1.

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

F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.

**4.3 C.O.D. TERMS** - C.O.D. terms are not acceptable as part of a bid proposal and will be cause for rejection of a bid.

**4.4 TAX CHARGES** - The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

**4.5 PAYMENT TO VENDORS** - Payment for goods and/or services purchased by the State will only be made against State Payment Vouchers. The State bill form in duplicate together with the original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery. Responsibility for payment rests with the using agency which will ascertain that the contractor has performed in a proper and satisfactory manner in accordance with the terms and conditions of the award. Payment will not be made until the using agency has approved payment.

For every contract the term of which spans more than one fiscal year, the State's obligation to make payment beyond the current fiscal year is contingent upon legislative appropriation and availability of funds.

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 utilizing 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 card. For more information, call your bank or any merchant services company.

**4.6 NEW JERSEY PROMPT PAYMENT ACT** - The New Jersey Prompt Payment Act N.J.S.A. 52:32-32 et seq. requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the state prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds \$5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

**4.7 RECIPROCITY** - In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17: 12- 2. 13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for their bidders.

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

a. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services received a properly signed and executed State Payment Voucher form and, when required, a properly executed performance security, whichever is latest.

b. The date on the check issued by the State in payment of that Voucher shall be deemed the date of the State's response to that Voucher.

**6. STANDARDS PROHIBITING CONFLICTS OF INTEREST** - The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.

b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraph 6a through 6e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.

**APPENDIX 2 - SET-OFF FOR STATE TAX NOTICE**

**NOTICE TO ALL BIDDERS**  
**SET-OFF FOR STATE TAX NOTICE**

Please be advised that, pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.