



# State of New Jersey

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November 10, 2014

Via Electronic Mail [[fnesse@accsesnj.org](mailto:fnesse@accsesnj.org)] and USPS Regular Mail

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RE: Protest of Notice of Intent to Award State Contract #T0462  
RFP # 15-X-23011 – Facility Management Services – Joseph Kohn Training Center

Dear Mr. Nesse:

This letter is in response to your emailed letter dated August 21, 2014, referencing the subject Request for Proposal (“RFP”) and regarding the slated award of the subject contract by the Procurement Bureau of the Division of Purchase and Property (“the Division”). In your letter, you protest, on behalf of ACCSES–New Jersey/CNA Services (“A-NJ”), the Division’s intended award of contract to GRM Facilities Management, Inc. (“GRM”), contending that the proposal submitted by GRM is “neither responsive nor responsible.” Specifically, you assert that GRM failed to name its proposed on-site supervisor and did not provide information concerning the supervisor’s experience, qualifications or references as required by the RFP. Additionally, A-NJ contends that GRM’s proposal failed to provide vital information, including the following: (a) RFP-required names of, and information about, key personnel and staff; (b) past/current relevant facility management experience; (c) the names of an emergency generator testing subcontractor and a licensed fire panel inspector/tester.

I have reviewed the record of this procurement, including the RFP, the Procurement Bureau’s Recommendation Report, and GRM’s proposal and A-NJ’s offer. I have also considered the perspectives presented in GRM’s unsolicited letter of rebuttal of A-NJ’s points of protest addressed to the Division’s Procurement Specialist and received by the Division’s Hearing Unit on August 27, 2014. The review of the procurement record has provided me with the information necessary to determine the facts of this matter and to render an informed determination on the merits of A-NJ’s protest.

Before proceeding with determinations concerning the points of protest, it is important to clarify that, in line with the pertinent New Jersey statute and the RFP provisions, the term “responsible” refers to the bidding entity, whereas the term “responsive” refers to the submitted proposal. Also, with certain points of its protest, A-NJ cites provisions of RFP Section 3, *Scope of Work*, which apply or pertain to contract performance by the contract awardee, not the bidder. Unless there is a paired provision within RFP Section 4, *Proposal Preparation and Submission*, requiring the bidding entity to address a specific scope of work provision, the absence of a forthright statement of exception to that provision within the proposal constitutes that bidder’s acceptance of the scope of work provision and to which the bidder, if awarded the contract, will be held accountable. With this explanation, I will now address A-NJ’s concerns in the order presented in its letter of protest.

A-NJ’s initial point of protest is an assertion that GRM’s proposal is not responsive to a provision of RFP Paragraph 4.4.3 concerning on-site supervision, specifically that GRM’s proposal does not identify the individual who will serve as the site supervisor and does not contain experience, qualifications and reference information. In its contention, A-NJ cites RFP Subsection 2.1, *General Definitions*, which defines the terms “shall or must” as follows: “Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a proposal as materially non-responsive.” To complement this record, RFP Section 2.1 defines the term “may” as follows: “Denotes that which is permissible, not mandatory.” The same RFP section defines the term “should” as follows: “Denotes that which is recommended, not mandatory.”

RFP Paragraph 4.4.3, *Submittals*, a segment of RFP Subsection 4.4, *Proposal Content*, reads as follows:

The bidder **MUST** submit the following information with its proposal:

**1. On-Site Supervisor Qualifications:**

Resume - A detailed resume containing the information specified below:

- The individual's full name and address.
- Listing of all activities since the individual began working.
- Names and addresses of companies for whom the proposed individual worked during the past fifteen (15) years, along with the names and current telephone numbers of former immediate supervisors.

**2. Organization chart:**

With names showing management, supervisory and other key personnel to be assigned to this contract. The chart shall include each category with total number of employees available per specialty. The bidder may include a list of backup staff that may be called to assist or replace primary staff.

**3. Mobilization Plan :**

Bidder must submit a plan and timetable to demonstrate how the bidder will have the contract up and operational from the date of notification of award without any interruption of current services. Bidder should submit a description of a typical monthly report of computerized preventive maintenance and work order activities.

**4. Location and Contact Information:**

Location of the bidder's office that will be responsible for management of the contract. Including the telephone number and name of the individual to contact.

**5. Bidders' [sic] Experience:**

Comprehensive list of contracts of similar size and scope that have been successfully completed, as evidence of the bidder's ability to successfully complete the services required in this RFP. A current list of references must also be included.

A review of GRM's proposal reveals that, on page 1 of a narrative presentation titled "Mobilization Plan," GRM explains how it intends to initiate contract performance. In the first paragraph, following discussion of its plan to consider current training center employees for continued employment by GRM, the proposal states the following:

During that same time frame the Center would be introduced to the individual that we feel would be the site manager. That individuals [sic] resume, Kevin Hartzell is attached [sic]. Kevin has been with GRM for over eight years and established himself as a strong proactive leader. He also would be involved with the interviews of the staff taking over the work with in [sic] the Center along with our Human Resource staff.

Included in GRM's proposal is a three-page resume of Kevin L. Hartzell, which, in addition to setting forth his work history in detail, contains three references. Additionally, within GRM's "Bidder's Experience" narration, GRM states, in pertinent part, the following:

The individuals that would be responsible for the oversight of the contract would be Kevin Hartzell and James N. Grant. Kevin has been in the facilities business for over 20 years and has continued his growth within our organization. . . .

With revelation that the required information was contained within the four corners of GRM's proposal, and with application of the core precept that content supersedes form, I find no substantive basis to accept A-NJ's contention that GRM failed to identify an on-site supervisor or to include references and detailed information concerning his experience and qualifications.

A-NJ's second point of protest contends that GRM's proposal failed to attend to the previously-quoted RFP Paragraph 4.4.3's requirement that the bidder provide an organization chart "[w]ith names showing management, supervisor and other key personnel to be assigned to this contract." Continuing, the RFP adds that the chart "shall include each category with total number of employees available per specialty" and that the bidder "may include a list of backup staff that may be called to assist or replace primary staff." [emphases added]. In addition, A-NJ contends that GRM's proposal did not provide detailed plans for staffing and did not identify the names or roles of individuals who would be performing the contract work.

A review of GRM's proposal confirms A-NJ's contention that the organization chart included therein contains neither the names of "management, supervisor and other key personnel to be assigned to this contract" or the optional "list of backup staff". The organization chart included in GRM's proposal is comprised of 15 blocks containing various titles, beginning at the top with "President" and "Chief Operating Officer." The 13 other blocks descending therefrom identify 13 other titles and the number of staff for each position (e.g., 5 on-site supervisors, 11 boiler operators,

25 janitors/cleaners and 10 general mechanics), thus providing “each category with total number of employees available per specialty,” but does not include names of individuals in those capacities. However, the names of GRM’s management/supervisory/key individuals to be performing this contract were provided within GRM’s proposal, *i.e.*, within the proposal’s narrative section titled “Bidder’s Experience”, specifically within the segment titled “Facilities and Resources”, where GRM’s proposal stated the following:

The individuals that would be responsible for the oversight of the contract in would be Kevin Hartzell and James N. Grant. . . . James N. Grant has a Bachelor’s Degree from Robert Morris University in Business and a Master’s Degree from Saint Joseph’s University. Jim is also one of the owners of the company and would have direct contact with the management team on site for this project. Jim’s experience spans 45 years in the facility management field. Our Human Resources representative would be Caren Staskin; she has a degree in Business Administration from the University of Florida and has over 35 years in the field.

Thus, in regard to this point of protest, I find that the RFP’s requirement for identification of management, on-site supervision and key personnel was adequately addressed within the four corners of GRM’s proposal, thus meeting the intent of the subject RFP requirement.

With regard to A-NJ’s contention that GRM’s proposal did not provide detailed staffing plans and did not identify the names, roles or number of individuals who would be performing the contract work, a review of the narrative segment of GRM’s proposal, specifically the first paragraph of the segment titled “Facilities and Resources.” reveals that GRM set forth its plans for staffing the facility to address the RFP requirements. The pertinent part of that segment reads as follows:

GRM believes that the transition period would be approximately fourteen (14) days. Once awarded the contract, our Human Resources along with our Management staff would begin the interview process with the existing staff members if that would be permitted by the existing contractor and the Kohn rehabilitation Center. We would offer positions related to the desired expertise of the individuals, after consulting with the Kohn Rehabilitation Team to identify individuals that they feel would be a good fit and/or individuals that would not be good candidates or we would completely change out the existing staff and bring in new staffing to perform the functions required. Again, once we determine the direction that best suites the Center, we would begin the hiring process completing the required background checks and physicals needed to be employed at the facility. We have already identified the management individual with the desired minimum five (5) years’ experience that we feel would be a good fit for our organization and carry out our philosophy and that of the Kohn Rehabilitation Center.

. . .

GRM will assure that all individuals working at the site will have experience in the facility maintenance and janitorial services industry fields.

Thus, it is clear that it is GRM’s intention, not to utilize some of its current employees to perform the subject contract work, but to interview individuals currently performing pertinent contract functions at the training center with an intent to offer employment to those individuals deemed by GRM and the State to be competent and able to meet the contractual performance standards. The names of such individuals were not likely available to GRM at the time of bidding and hiring action

could not be initiated until such time as GRM had a contract in hand. Consequently, I accept the Procurement Bureau's conclusion that the narrative indication of how GRM intends to attend to the staffing requirements and its commitment to assure that all employees will have experience as necessary to perform the contract work is responsive to the RFP requirement for a staffing plan and that the absence of names of individuals who will be performing does not constitute a material deficiency of the proposal since GRM's response included the names of individuals it deemed to be key personnel. The RFP requires the bidder to identify "management, supervisory and other key personnel." However, the RFP, by use of the term "may" instead of "must" or "shall"<sup>1</sup>, does not require the names of all persons to be involved in the performance of contract work. Similarly, A-NJ identified its top tier management and supervisory positions and named the individuals slated to be in those positions, thus adequately meeting the RFP's requirement.

A-NJ's asserts that GRM's proposal was deficient because it did not disclose the number and capacity of all individuals who will be working at the training facility. In consideration of that assertion, I find no requirement within the RFP that the bidder provide that information. The contractual scope of work set forth in RFP Section 3 establishes that the contractor will attend to all contractual matters in accord with set standards and will be paid based upon that performance. It was the bidder's responsibility to offer pricing to cover the costs of performing all of the contract work in accordance with the scope of work standards. The RFP, at Subsection 3.5, *Operating Hours*, sets forth the official working days and hours of operation at the training facility and presents "anticipated staffing levels" as follows:

The official working hours of office building occupants are 7:00 AM to 6:00 PM, Monday through Friday. However, the contractor shall be responsible for monitoring all building systems 24 hours/day, 7 days/week.

Anticipated staffing levels at the JKTC are as follows:  
One (1) full time on-site facility supervisor, Monday-Friday  
One (1) full time employee 7 AM-3 PM, Monday-Friday  
One (1) full time employee 9 AM-5 PM, Tuesday-Saturday  
One (1) full time employee 10 AM-6 PM, Monday-Friday

The following holidays shall be observed under this contract:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day

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<sup>1</sup>For convenience of the reader, the "Organization chart" segment of RFP Paragraph 4.4.3, *Submittals*, which was quoted previously in this letter, advises the bidder of information to be included in its proposal as follows:

With names showing management, supervisory and other key personnel to be assigned to this contract. The chart shall include each category with total number of employees available per specialty. The bidder may include a list of backup staff that may be called to assist or replace primary staff.  
[Underlining added for emphasis]

Thanksgiving Day  
Christmas Day

**NOTE:** These recognized holidays are subject to change based upon Legislative approval. Should a holiday fall on a weekend, the day designated by the State shall be recognized as the holiday. There may be other days where the State is closed due to inclement weather or when a Governor’s edict orders State workers not to report.

The facility may be closed to clients on other holidays, however on these days contractor employees shall use this time for repairs and maintenance, special projects such as floor waxing, carpet shampooing, etc.

The RFP-designated Question and Answer process, as documented in two items RFP Addendum #1 (of 1), provided some clarity with regard to RFP Subsection 3.5, as follows:

#	Page #	RFP Section Reference	Question	Answer
15	19	3.5	3. Paragraph 3.5 Operating Hours (page 19) – Operating hours states that “Anticipated staffing levels... are as follows”. Are these required minimum staffing levels, or is the Contractor allowed to provide lower levels of staffing?	These staffing levels are to be the minimum levels required to perform all services as listed in the RFP.

Based upon the answer set forth above, the T0462 contractor engaged through the subject procurement will be required to staff the facility with, at a minimum, four full-time employees and to ensure adequate coverage as necessary to meet the service requirements set forth in all segments of the RFP’s scope of work, including RFP Paragraph 3.5.1, which provides the following:

The contractor must schedule operating, maintenance and repair personnel to be on site during the specified hours, and to be on call at other hours. The contractor shall adjust coverage to conform to work schedules as directed.

As this provision is a part of the RFP’s Section 3, *Scope of Work*, it places the requirement on the contractor (i.e., successful bidder), not on the bidder. Finding no stated exception to this requirement within the four corners of GRM’s proposal, and having reviewed each individual issue raised by A-NJ as part of its second point of protest, I find no basis to modify the scheduled award of this performance-based contract to GRM.

A-NJ’s third point of protest is a contention that GRM’s proposal did not comport with another specific provision of RFP Paragraph 4.4.3, *Submittals*, quoted previously herein. Specifically, A-NJ contends that, by generally referencing its many contracts in many states but identifying only 67 employees in its organization chart and providing detailed descriptive information and references concerning only two New Jersey-based contracts, GRM’s proposal either failed to meet the RFP’s requirements that the bidder provide a “[c]omprehensive list of contracts of similar size and scope that have been successfully completed, as evidence of the bidder’s ability to successfully complete the services required in this RFP,” or GRM overstated its current contracts.

In its rebuttal letter, GRM responded to this third point of protest as follows:

Concerning listing of contracts of similar size and scope that have been successfully completed, we listed two contracts that we feel resemble the services required by the RFP and we provided reference contacts for those clients. We obviously have completed other contacts but listed those that we thought would be most relevant for the Division in terms of verifying our capabilities.

Thus, the issue at hand is one which centers on apparent disparate interpretations of the State's intent and the evaluators' application with regard to the State's use of the adjective "comprehensive" to advise bidders of the extent of information regarding relevant experience they were to include in their proposals so that the evaluators could determine whether the bidder is sufficiently experienced at successfully completing similar contracts in order to assess the likelihood of successful completion of the subject contract. The RFP's use of the constrictive term "similar size and scope" clearly indicates that not all contracts completed by a bidder had to be included in the response to the subject RFP paragraph's requirement, and allowed the bidder to decide which of its contracts were most akin to the tasks and standards of the subject contract. The use of the term "comprehensive" was not defined by the RFP and, while the generally applied use of the term is as a synonym of the word "complete," other synonyms of that term are "ample" and "sufficient."

The record evidences the fact that the State's evaluators of the proposals received in response to the subject RFP accepted GRM's information regarding two relevant contracts of similar size and scope to the subject T0462 contract as sufficient and similarly accepted A-NJ's information about its two-site facility management contract recently awarded by the Division and other "Janitorial and/or Facilities Management services" contracts with other New Jersey public entities as sufficient. For the record, I note that A-NJ buttressed its contract listing with general information concerning multiple contracts performed or overseen by A-NJ's named associate, FEDCAP, and/or by FEDCAP's named subcontractor, Meridian.

The RFP, at Subsection 6.7, *Evaluation Criteria*, as part of Section 6, *Proposal Evaluation*, established the following with regard to the factors that would be considered in the evaluation process applied to responsive proposals:

The following criteria will be used to evaluate all bid proposals that meet the requirements of this RFP. The criteria are not necessarily listed in order of importance:

- a) Price shall include evaluation of monthly fees, tasks, supply mark-up rates based on a pre-determined price evaluation model.
- b) Documented experience of the bidder and overall ability of the bidder to undertake and successfully provide services for each building.
- c) The bidder's past performance under similar contracts, including if applicable, the Division's vendor performance database.
- d) Qualifications and experience of the bidder's facility management key personnel[.]

A review of the procurement record reveals that the Procurement Bureau's procurement specialist and the using agency officials evaluating the responsive proposals accepted the two representative contracts, i.e., GRM's Our Lady of Lourdes Health System contract and its Sacred Heart Health System contract as an acceptable response to the RFP provision for a "[c]omprehensive list of contracts of similar size and scope that have been successfully completed. The record also reveals that these same evaluators accepted A-NJ's listing of contracts held by FEDCAP and by its subcontractor, Meridian, in support of A-NJ's identified facility management contracts. Further review discerned that, unlike the evaluation of offered pricing which was based upon a pre-set usage model, the pre-set technical proposal evaluation structure for this less complex facility management contract, in accord with standard practice for such contracts, was intentionally established and conducted on a pass-fail basis, i.e., the three technical criteria (items b, c and d above) were not weighted for scoring. Because both A-NJ's and GRM's proposals indicated ample or sufficient relevant experience, the two proposals were deemed responsive and equivalent in that regard. As is the practice of the General Services Unit of the Procurement Bureau, once it was determined that GRM had offered the most favorably priced responsive proposal, the references that GRM had identified in its proposal were contacted. The Unit's Recommendation Report contained the following statement: "Independent reference checks for GRM have been conducted and all responses were satisfactory. GRM has an established history of providing facility management services."

Based upon these findings in review of the record relative to A-NJ's third point of protest, I have discerned no substantive basis to alter the slated award of the T0462 contract to GRM.

In its fourth point of protest, A-NJ contends that GRM's proposal failed to identify a "qualified generator service contractor" who will perform certified emergency generator testing required by the RFP's Scope of Work section, RFP Paragraph 3.23.6, *Emergency Generators*, as part of RFP Subsection 3.23, *Fire, Security & Safety*, establishes the following service requirement:

The contractor must maintain and test emergency generators in accordance with NFPA Standard No. 110: Emergency and Standby Power Systems, and in accordance with applicable State and local codes. A qualified generator service contractor, who will certify to the State Building Manager that the system is in proper working order, must perform tests. Any failures must be reported immediately and treated as emergency service calls.

The contractor will operate the emergency generator weekly and record all gauge and fuel level readings. The contractor shall schedule operating and testing the emergency generator at times to avoid disruption to occupants. A total power failure simulation will not be necessary to test the emergency generators. Testing can be conducted during normal working hours, with the coordination of the State Building Manager.

[Underlining added for emphasis.]

As set forth in the first sentence in the first paragraph of the quoted RFP text above, it will be the responsibility of the T0462 contractor to "maintain and test emergency generators." While the subsequent underlined sentence refers to a requirement for testing and certification of the emergency generator by a "qualified generator service contractor," that reference was made with a generic precept that such work is typically performed by a subcontracted entity, as had been the general experience of the authors of the scope of work. A review of the provisions of the RFP-



referenced National Fire Protection Association (“NFPA”) Standard 110 finds no preclusion of a contractor’s use of its qualified staff to perform the maintenance and testing of the emergency generators so long as the testing party has the credentials, qualifications and experience necessary to perform the necessary tasks. GRM, within its proposal’s segment titled “Mobilization Plan,” acknowledges its responsibility for conducting generator testing. In its rebuttal to this A-NJ contention, GRM states that it is a qualified generator contractor, having qualified generator technicians who conduct NFPA Standard 110 inspections for GRM’s current clients, and thus requires no subcontracted entity to perform the necessary tests.

The RFP contains no requirement for the bidder to identify how it will address or perform each and every work task or responsibility set forth in the RFP’s Section 3, *Scope of Work*, which, by intent, refers only to the successful bidder, i.e., the entity awarded the contract (contractor), with no mention of the obligations of the bidder. RFP Section 4, *Proposal Preparation and Submission*, is the section of the RFP that gives directions to the bidder for completion of its proposal. Finding no requirement in RFP Section 4 for identification of the means by which the bidder intends to conduct each individual scope of work task or responsibility and no indication within GRM’s proposal that constitutes a conflict between the provisions of RFP Section 3 and GRM’s proposal, as would be required to relieve GRM of its responsibility for conducting or overseeing emergency generator inspections and tests in full accord with all applicable NFPA standards, and with GRM’s clarification that it has the required resources on staff to attend to the RFP-required maintenance and testing of emergency generators, I find this point of protest by A-NJ to be without merit. Absent a bidder’s forthrightly stated exception to the RFP’s requirements within its proposal, including the requirements pertaining to emergency generator maintenance and testing, that bidder, if awarded the contract, is obligated to conduct all mandated work and meet all stated requirements.

A-NJ’s fifth and final point of protest asserts that GRM is not presently identified on a list of the New Jersey Department of Community Affairs (“NJDCA”) authorized fire protection equipment contractors and that GRM’s proposal does not identify, within the completed RFP’s Subcontractor Utilization Forms of its proposal, a subcontractor having the necessary NJDCA authorization as a fire protection equipment contractor to perform the annual fire panel inspection and test required by the RFP’s Scope of Work Subsection 3.23, *Fire, Security & Safety*, specifically, Paragraph 3.23.3, *Fire Alarm Systems*, which reads as follows:

The contractor will furnish all maintenance services required to keep fire alarm systems in good operating condition. Work performed must conform to the latest publication of applicable sections of NFPA 72 and State Codes.

The contractor will test fire alarm systems in accordance with NFPA 72 to include, but not be limited to:

- a. Verify proper operation of central station sending and receiving equipment including alarm and trouble conditions as prescribed by NFPA 72;
- b. Conduct a 100% peripheral inspection and test with a minimum of 50% of all devices tested in not greater than a six-month period, and with all devices tested in not greater than a one year period; and
- c. Submit a written report of the work performed, upon completion of the work.

The contractor shall tag or label each piece of equipment that is serviced, at the time of service. This tag will show the name of the contractor or sub-contractor, the date and type of service performed, and the name and signature of the technician who performed the work.

A review of GRM's proposal reveals that, in the "Bidder's Experience" segment of its proposal, GRM makes the following statements concerning fire alarm systems:

. . . Presently we have staff members that are trained and licensed in fire alarm preventative maintenance and troubleshooting; these individuals have the required NICET<sup>[2]</sup> certifications to provide this service. . . . We have Life Safety Engineers that can provide evaluations of building systems related to fire prevention and compliance with the NFPA codes. Our management staff includes four (4) civil engineers and one (1) professional engineer. . . .

In the "Mobilization Plan" segment of its proposal, GRM sets forth the following relevant commitment:

The fire alarm systems will also receive preventative maintenance during the first week of the contract. This inspection will include the complete fire alarm system testing and labeling of each device.

While these statements do not expressly identify the entity or person who will be conducting the inspections and testing required by the RFP, they take no exception to the RFP requirement for inspecting and testing of the fire alarm system. With regard to A-NJ's intimation that GRM's proposal is materially deficient if it does not identify all subcontractors to be used in the performance of the contract<sup>3</sup>, I note that, although the *Subcontractor Utilization Plan* form included with the RFP directs the bidder to "(l)ist all businesses to be used as subcontractors", the absence of the name of a potential or eventual subcontractor is not cause for rejection of a proposal. Requiring a bidder to name each and every potential subcontractor at the time of bidding, with no provision for future adjustments, would be inconsistent with past practice and policy as well as the provisions of the RFP regarding the engagement of subcontractors or use of staff to perform some of the contractual defined tasks. RFP Subsection 5.7, *Substitution or Addition of Subcontractor(s)*, within RFP Section 5, *Special Contractual Terms and Conditions*, accommodates adjustments that may be necessary during the term of the executed contract as follows:

This Subsection serves to supplement but not to supersede Sections 5.8 and 5.9 of the State of NJ Standard Terms and Conditions accompanying this RFP.

The contractor shall forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the State Contract Manager for

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<sup>2</sup> National Institute for Certification in Engineering Technology

<sup>3</sup> GRM's completed and signed Subcontractor Utilization Plan form identifies the following five entities as subcontractors: Allied Elevator, General Fire Equipment Co., Inc., Hydro-Logic Inc., Oliver Sprinkler Co., Inc., and J.C. Ehrlich Co., Inc.

consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval. No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

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

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

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

With regard to A-NJ's assertion that the absence of an expressly named subcontractor or staff member having NJDCA authorization to perform the annual fire panel inspection and testing required by the RFP's Scope of Work Subsection 3.23, *Fire, Security & Safety*, specifically, Paragraph 3.23.3, *Fire Alarm Systems*, I find that said absence of a scope of work provision pertaining to the responsibility of the contractor, not the bidder, does not constitute a deficiency in GRM's proposal and thus is not a cause to deem GRM's proposal non-responsive.

Based on the findings and conclusions set forth above, which establish that GRM's proposal complied with all essential requirements of the RFP, I must deny your protest and uphold the slated award to GRM as initially announced by the Procurement Bureau. This is my final decision on this matter.

Thank you for your interest in doing business with the State of New Jersey and for registering your entity with **NJ START** at [www.njstart.gov](http://www.njstart.gov), the State of New Jersey's new eProcurement system.

Sincerely,



Jignasa Desai-McCleary  
Director

JD-M:RW

c: L. Dubois  
E. Mackay  
L. Spildener