



Request for Proposal 08-X-39231

For: Armed Security Guard Services for the Department of Military and Veteran Affairs

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	February 15, 2008	5:00 PM
Mandatory Pre-bid Conference	Not Applicable	Not Applicable
Mandatory Site Visit	Not Applicable	Not Applicable
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	March 7, 2008	2:00 PM

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

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

RFP Issued By

Using Agency

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

Department of Military and Veteran Affairs

Date: January 30, 2008

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SPECIAL NOTICE TO BIDDERS

Prevailing wage for State building service contracts has been established under Substitute public law citation "P.L. 2005 c. 379" or statutory citation "N.J.S.A. 34-11-56.58-70" for bill number A4161 AcaAa (2R) of 2004-2005 session. The bill was signed by the Governor on January 12, 2006.

Effective March 13, 2006 a new law requires that all contracts to furnish building services for any owned or leased by the State, must contain provisions that require the payment of the Federal prevailing wage rate to all building service employees (janitorial service, security guards, etc.) performing those duties.

The Department of Labor and Workforce Development is responsible for enforcing this new legislation and ensuring those wages for those workers is paid properly.

Bidder may refer to the following web-sites for additional information:

[Wage Determinations Online](#)

WDOL.gov is part of the Integrated Acquisition Environment, one of the E-Government initiatives in the President's Management Agenda.

www.wdol.gov/

www.bls.gov/cew/home.htm#data & web-site www.wdol.gov/sca.aspx#0

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 Department of Military and Veteran Affairs (DMVA). The purpose of this RFP is to solicit bid proposals for Armed Security Guard Services at various DMVA locations.

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

The NJ Standard Terms & Conditions version 07/27/07 will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

1.2 BACKGROUND

This is a reprourement of the **Armed Security Guard Services** term contract, presently due to expire on **February 29, 2008**. Bidders who are interested in the current contract specifications and pricing information may review the current contract T0568 at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

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

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

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

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

1.3.2 SUBMISSION OF BID PROPOSAL

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

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

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

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

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

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

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

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

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

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

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

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

1.4.2 BIDDER RESPONSIBILITY

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

1.4.3 COST LIABILITY

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

1.4.4 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law.

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

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

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

1.4.5 BID OPENING

Not applicable to this procurement.

1.4.6 PRICE ALTERATION

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

1.4.7 BID ERRORS

In accordance with N.J.A.C. 17:12-1.22, "Bid Errors," a bidder may withdraw its bid as follows:

A bidder may request that its bid be withdrawn prior to bid opening. Such request must be made, in writing, to the Supervisor of the Business Unit. If the request is granted, the bidder may submit a revised bid as long as the bid is received prior to the announced date and time for bid opening and at the place specified.

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

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

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

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

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

1.4.8 JOINT VENTURE

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

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

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

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

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

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

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

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

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

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

Division – The Division of Purchase and Property

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

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

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

May – Denotes that which is permissible, not mandatory.

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

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

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

Should – Denotes that which is recommended, not mandatory.

State Contract Manager – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work as set forth in Sections 8.1, 8.1.1 and 8.1.2.

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

State – State of New Jersey.

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

Task – A discrete unit of work to be performed.

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

2.2 CONTRACT SPECIFIC DEFINITIONS

Not applicable to this procurement.

3.0 SCOPE OF WORK

3.1 SECURITY CLEARANCE

As a condition of employment at any State facility under this contract and for purposes of determining a person's qualifications for employment, the contractor and all armed security guards assigned to work under this contract must be in full compliance with the Security Officer Registration Act (SORA). This is an act concerning the regulation of security guards, supplementing Title 45 of the Revised Statutes and amending P.L.1939, c.369 and P.L.1971, c.342.

The contractor shall make available upon request to the State Contract Manger proof of compliance with the Security Office Registration Act (SORA) by each armed security guards assigned to work under this contract.

The contractor shall not permit any newly hired, re-hired or transferred armed security guards to work under this contract until said armed security guard is in full compliance with the Security Officer Registration Act (SORA). When new security guards are assigned, the SORA information must be given to the State Using Agency Contract Manager at least five (5) working days prior to their assignment, again, allowing the State Using Agency Contract Manager to interview the armed security guard, review the armed security guard's file and conduct additional background checks if they so desire. If the State Using Agency Contract Manager decides to interview the Contractor's armed security guards or conduct additional background checks, the contractor shall not assign that armed security guard until they have received the approval of the State Using Agency Contract Manager.

The State Using Agency Contract Manager may request an interview with the armed security guard and may conduct **additional** background checks if allowed by law prior to the placement of an armed security guard at any site or anytime during their employment at any State facility under this contract.

3.2 LOCATIONS

The following is the location to be serviced use under this contract. The State reserves the right to add or delete armed security guards as needed.

1. 101 & 131 Eggert Crossing Road
Lawrenceville, NJ

3.3 TOUR OF DUTY

Normal tours of duty (shifts) shall be with one guard per eight-hour shift. Normal tours shall be of eight-hour duration; individual guards shall not be scheduled consecutive shifts. Starting and ending times of shifts are subject to change by the station commander.

Monday through Sunday shifts are 4:00 PM to 12:00 AM, 12:00 AM to 8:00 AM, 8:00 AM to 4:00 PM (guard booth location), and Monday through Friday, 7:00 AM to 5:00 PM (lobby location). The first shift shall report to the station commander (facility commander) prior to the start of duty. The station commander, or his designee, shall alert the shift of any incidents and issue any special instructions.

Saturday, Sunday, and holiday shifts shall consist of twenty-four hour patrolling, with three eight-hour shifts day. Weekend and holiday special instructions shall be passed from shift to shift. The

last shift shall report to the station commander or designee, for review of incidents and for an out-briefing of total weekend/holiday shift activities.

No guard providing service under this contract shall be assigned to work more than eight (8) hours in any twenty-four (24) hour period

3.4 HOLIDAYS OBSERVED BY THE STATE

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	3rd Monday in February
Good Friday	2nd Friday in April
Memorial Day	last Monday in May
Independence Day	July 4
Labor Day	1st Monday after the first Sunday in September
Columbus Day	Second Monday in October
Election Day	1st Tuesday November
Veterans Day	November 11 if on a Sunday, celebrated Monday immediately following
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25

Note: If holidays fall on a Saturday or Sunday, the preceding or succeeding day (Friday or Monday) will be the Holiday for State employees.

3.5 RATE OF PAY

Rate of pay for armed security personnel involved with court appearance or booking procedures shall be paid at normal hourly rate of pay when events demand such services.

Armed security guard personnel shall be paid only for those hours that armed guard service is performed. When armed guard service is performed during holidays or beyond the listed tour of duty, armed guard personnel shall be paid at normal hourly rate of pay when events demand such services.

3.6 CONTRACTOR'S RESPONSIBILITY

1. The contractor shall provide armed guard personnel complete with uniforms and necessary equipment including firearms. Failure to wear the uniform/carry firearms shall be cause for non-payment.
2. The contractor shall provide armed security guard services for the surveillance and protection of the State against fire, theft, pilferage, malicious injury and destruction.
3. The contractor shall provide a minimum of five (5) armed guards with current valid firearms permits to provide service under this contract at each location.
4. Contractor shall comply with all procedural instructions that may be issued from time to time by the State Contract Manager.

5. The contractor shall not change any of its terms, conditions and specifications unless the contractor receives written approval from the Director of the Division of Purchase and Property.
6. Should the contractor find at any time that existing conditions make modification in requirements desirable, a promptly report of such matter shall be submitted in writing to the State Contract Manager for consideration and decision, after consultation with the New Jersey Department of Military and Veteran Affairs.
7. The contractor, or his authorized representatives, may be required to meet periodically with the State Contract Manager or his/her representatives, and the station commander to discuss the services, and make amendments or changes in procedures and operations as may be found necessary.
8. The contractor shall be responsible for turning into a designated place, all articles found by its employees in or near the premises.
9. The contractor shall provide all proper safeguards and shall assume all risks in performing the work for which it is responsible.
10. The contractor shall own, maintain and provide all necessary uniforms and accessories consistent with duties, to include foul weather gear for its employees.
11. The contractor shall render full and complete management services for its personnel while on duty at the facility. The facility will not be responsible for lost, stolen, or misplaced guards' or contractor's property. The facility will not be able to assist with such services as provision/storage of rain gear, issuing paychecks, or with any other management activities.
12. The contractor must provide written proof that all guards assigned to this contract completed safety course proficiency with a handgun. Participation in a semiannual qualification course must be documented and furnished to the station commander for all guards during their assignment at both locations.
13. The contractor must have been in business as a security guard firm for a minimum of five years.
14. The contractor shall prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment furnished for official State use.
15. The contractor shall require its employees to comply with all instructions issued by the station commander pertaining to conduct and building regulations.

3.7 CONTRACTOR'S PERSONNEL

1. Contractor's supervisory personnel shall make random unannounced inspections on various shifts. There shall be a minimum of four visits per calendar month. Documentation of these visits will be submitted with monthly invoices.
2. The armed guard shall be physically able to do their assigned work and shall be free from any communicable disease.
3. The armed guard shall be capable employees thoroughly trained and qualified in the work assigned to them.

4. The armed guard shall observe all regulations in effect at the State facilities. While on State property, employees shall be subject to control of the State, but under no circumstances shall such persons be deemed to be employees of the State. Contractor or its personnel shall not represent themselves as employees of the State.
5. The armed guard shall be subject to such security clearance as the Department of Defense shall require.
6. The armed guard shall be supplied with an identification card that shall contain, as a minimum, the employee's name and the name of the contractor's firm. The purpose of the I.D. card is for comparison with the list submitted by the contractor.
7. The armed guard shall carry his or her SORA card at all times while on duty under this contract and present it to the State contract manger, or the station commander upon request.
8. The armed guard shall be a United States citizen.
9. The armed guard shall have sufficient education to be able to read, write and speak English to conduct prescribed armed guard service.
10. The armed guard shall have a minimum of two years experience at the time of contract award.
11. The armed guard shall patrol area(s) as designated by the station commander or his/her designee.
12. The armed guard shall check structure doors, facility gates, and entrance roads regardless of prevailing weather.
13. The armed guard shall punch time clock stations (provided by contractor) as located and at designated time intervals set by the station commander.
14. The armed guard shall maintain tour (shift) logs as required by the station commander.
15. The armed guard shall call for local law enforcing assistance prior to investigating actual or indicated violations of installation(s), assist in and apprehend and hold all violators with and for local law enforcing agencies.
16. The armed guard shall report and sound appropriate alarms for any fire or disorder on/or adjacent to installation.
17. On duty armed guards shall remain at the facility or installation until properly relieved.
18. The armed guard shall permit only duly authorized persons to enter the premises.
19. Each armed guard shall complete and sign out a guard report indicating any unusual incidents or conditions that occurred during the guards tour of duty and prepare any additional reports as necessary and as frequently as required by station commander or designated representative at the conclusion of each tour of duty.
20. The armed guard shall cooperate with all military, local police, State police and other personnel of Department of Defense or the DMAVA who have proof of identification and validity of purpose.

21. The armed guard shall only resort to physical force against any person in self-defense.
22. The armed guard shall have knowledge of any intrusion devices, system locations and significance of control board signal indicators or alarm activators and/or alarm sounding within the installation. The armed guard shall also have knowledge of any fire alarm system locations, fire hydrants, fire extinguishers and proper use of it.
23. The armed guards shall be trained, experienced, physically and mentally able to react effectively in enforcing order, curbing violence, protecting visitors and employees from bodily injury or harassment and preventing theft and damage of property.
24. The armed guards shall be able to observe all employees and visitors entering and leaving the premises.
25. The armed guards assigned to duty by the contractor shall have firearms permit issued, according to law. Such permits are not transferable from one guard to another. As new personnel are added; proof of permits must be submitted to the station commander.
26. The armed guards must have required permits to carry side arms. Weapons and ammunition utilized in performance of services under this contract must be carried into and out of the facility. (There are no provisions for storing weapons/ammo on the premises). Such proof must be on file with the station commander.
27. The armed guards shall carry firearms at all times while on duty (100%), and at no time is the weapon to be concealed. Firearms are defined as holster carried sidearm/handgun. Shotgun or rifle is prohibited. In the event guard personnel fail to comply 100% of the time with this requirement (i.e., carrying of firearms at all times while on duty), the price per man-hour paid to the contractor will be reduced 33% per hour.
28. All armed guards for this contract shall have valid firearms permits at the time the bid is submitted. Armed security guards shall wear or carry a holstered sidearm. Failure to wear the required uniform for armed security guards to carry firearms shall be cause for the armed security guard to be dismissed immediately. A replacement armed security guard shall be immediately assigned by the contractor. Payment shall only be for the hours worked by the replacement armed security guard.

3.8 FIREARMS

1. Armed security guards shall have firearm permits. Such permits are not to be transferable from one armed security guard to another. As new armed security guards are added proof of permits must be submitted by each new armed security guards to the onsite manager, State contract manager or the station commander before starting it tour of duty.
2. Proof of valid permit shall remain on file with the site office manager at the start, during the contract and any extension thereof.
3. Weapons and ammunition utilized in performance of services under this contract shall be carried into and out of the facility.
4. Weapons and ammunition shall not be stored on the premises.

5. Written proof shall be provided to the State contractor manager or the station commander that the assigned armed security guard has successfully completed a handgun safety course for proficiency with handguns.
6. Documentation for the armed security guard's participation in a semiannual qualification course, shall be provided to the on site manager during their assignment at that location.
7. Firearms shall be carried by the security guards at all times while on duty. At no time is the fire arm to be concealed.
8. Shotguns or rifles are prohibited under this contract.

3.9 INSURANCE INFORMATION

1. The name, address and telephone number of the insurance firm shall be submitted with the bid proposal. (***see bidder data sheets***)
2. The certificate of insurance shall be submitted with the bid proposal and to include the following:
 - Bid ID #
 - Bid name
3. Insurance coverage shall be in effect no later than 12:01 AM at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions, and for ninety (90) days following termination of all work.

4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

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

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

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page <http://www.state.nj.us/treasury/purchase/bid/summary/08-x-39231.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 NUMBER OF BID PROPOSAL COPIES

The bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit **four (4) full, complete and exact copies and one (1) unbound, complete and exact copy** of the original. The copies requested are necessary in the evaluation of the bid proposal. A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

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

4.4 BID PROPOSAL CONTENT

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

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

4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/08-x-39231.shtml>. The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

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

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08-x-39231.shtml>.

4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08-x-39231.shtml>.

4.4.1.4 NOTICE OF INTENT TO SUBCONTRACT FORM

All bidders shall complete the attached Notice of Intent to Subcontract Form <http://www.state.nj.us/treasury/purchase/bid/summary/08-x-39231.shtml> to advise the State as to whether or not a subcontractor will be utilized to provide any goods or services under the contract. If this is a Small Business Subcontracting set-aside contract, the bidder must comply with the Procedures for Small Business Participation as Subcontractors set forth in <http://www.state.nj.us/treasury/purchase/bid/summary/08-x-39231.shtml>.

4.4.1.5 SUBCONTRACTOR UTILIZATION FORM

If the bidder intends to utilize a subcontractor, the Subcontractor Utilization Form <http://www.state.nj.us/treasury/purchase/bid/summary/08-x-39231.shtml> must be completed and submitted with the bid proposal.

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

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

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

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

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/08-x-39231.shtml>.

4.4.2.2 SMALL BUSINESS SET-ASIDE CONTRACTS

Not applicable to this procurement.

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

4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION

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

<http://www.state.nj.us/treasury/purchase/bid/summary/08-x-39231.shtml>.

4.4.3.2 AFFIRMATIVE ACTION

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

<http://www.state.nj.us/treasury/purchase/bid/summary/08-x-39231.shtml>.

4.4.3.3 SERVICES SOURCE DISCLOSURE FORM

Pursuant to N.J.S.A. 52:34-13.2, the bidder is required to submit with its bid proposal a completed source disclosure form. The Services Source Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/08-x-39231.shtml>. Refer to section 7.1.2 of this RFP.

4.4.4 TECHNICAL PROPOSAL

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

4.4.4.1 MANAGEMENT OVERVIEW

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

Mere reiterations of RFP tasks and subtasks are strongly discouraged, as they do not provide insight into the bidder's ability to complete the contract. The bidder's response to this section

should be designed to convince the State that the bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the bidder's bid proposal will lead to successful contract completion.

4.4.4.2 CONTRACT MANAGEMENT

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

4.4.4.3 CONTRACT SCHEDULE

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

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

4.4.4.4 MOBILIZATION AND IMPLEMENTATION PLAN

Not applicable to this procurement.

4.4.4.5 POTENTIAL PROBLEMS

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

4.4.5 ORGANIZATIONAL SUPPORT AND EXPERIENCE

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

4.4.5.1 LOCATION

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

4.4.5.2 ORGANIZATION CHART (CONTRACT SPECIFIC)

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

4.4.5.3 RESUMES

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

Clearly identify the individual's previous experience in completing similar contracts.

Beginning and ending dates should be given for each similar contract.

A description of the contract should be given and should demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFP.

With respect to each similar contract, the bidder should include the name and address of each reference together with a person to contact for a reference check and a telephone number.

4.4.5.4 BACKUP STAFF

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

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

4.4.5.5 ORGANIZATION CHART (ENTIRE FIRM)

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

4.4.5.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE

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

4.4.5.7 FINANCIAL CAPABILITY OF THE BIDDER

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

condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

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

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

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

4.4.5.8 SUBCONTRACTOR(S)

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

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

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

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

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

4.4.6 PRICE SCHEDULE

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

Hourly rates are being requested for unarmed security guard services covered under the scope of work. The hourly billing rate will be that of the Federal prevailing wage rate (FPWR). Added to this billing rate will be an amount called hourly overhead rate which will be determined by the amount bid.

Bidders are to submit in the bid price line **ONLY** the amount the State will be charged over the federal prevailing wage rate. This price shall remain firm through the term of the contract and any extension thereof and also through any increase in the Federal prevailing wage rate. This price will be added to the Federal prevailing wage rate (and any increase in FPWR during the term of

the contract) and establishes the actual hourly rate that shall be paid by the State. This figure should include, at minimum, workmen compensation, social security, unemployment insurance, administrative, materials and all other costs that the vendors incurs in the process of doing business. Additionally the vendor should also include its expected profits in this proposed price.

Sample Price Sheet					
LINE NO	COMMODITY SERVICE DESCRIPTION	QUANTITY	UNIT	BID PRICE	DO NOT USE
0001	COMMODITY CODE: 990-46- [GUARD AND SECURITY SERVICES] ----- ITEM DESCRIPTION: ALL INCLUSIVE PRICE FOR UNARMED SECURITY GUARDS WITH RADIO FOR THE MEDIAL EXAMINER'S OFFICE (NRMEO) AS PER SPECIFICATIONS.	1	HOUR	Bidders shall ONLY submit price over FPWR.	
\$17.00 Sample Federal Prevailing Wage Rate		+	\$5.00 Price over FPWR to be submitted on bid price sheet		=
				\$22.00 Hourly rate charged State	

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

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

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/08-x-39231.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the NJ Standard Terms and Conditions version 07/27/07, and any Addendum to this RFP, the Addendum shall govern.

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

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of **three (3)** years. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/08-x-39231.shtml>. If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

The contract may be extended for **two (2)** 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.

5.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than **ninety (90)** days beyond the expiration date of the contract.

5.4 CONTRACT AMENDMENT

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

5.5 CONTRACTOR RESPONSIBILITIES

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

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

5.6 SUBSTITUTION OF STAFF

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

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

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

5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Section 3.11 of the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage.

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

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

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

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

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

5.8 OWNERSHIP OF MATERIAL

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

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

5.9 DATA CONFIDENTIALITY

All financial, statistical, personnel and/or technical data supplied by the State to the contractor are confidential. The contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the contractor, or any individual or entity in the contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

5.10 NEWS RELEASES

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

5.11 ADVERTISING

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

5.12 LICENSES AND PERMITS

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

5.13 CLAIMS AND REMEDIES

5.13.1 CLAIMS

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

5.13.2 REMEDIES

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

5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

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

5.14 LATE DELIVERY

Not applicable to this procurement.

5.15 RETAINAGE

Not applicable to this procurement.

5.16 STATE'S OPTION TO REDUCE SCOPE OF WORK

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

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

5.17 SUSPENSION OF WORK

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

5.18 CHANGE IN LAW

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

5.19 CONTRACT PRICE INCREASE (PREVAILING WAGE)

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

5.20 PUBLIC WORKS CONTRACT-ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT

Not applicable to this procurement.

5.21 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

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

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

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

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

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

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

5.22 FORM OF COMPENSATION AND PAYMENT

This Section supplements Section 4.5 of the NJ Standard Terms and Conditions version 07/27/07, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08-x-39231.shtml>. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

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

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

5.22.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD

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

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

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

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

NJ Standard Terms and Conditions version 07/27/07 are located on the Advertised Solicitation, Current Bid Opportunities webpage
<http://www.state.nj.us/treasury/purchase/bid/summary/08-x-39231.shtml>.

5.23.1 PATENT AND COPYRIGHT INDEMNITY

Section 2.1 of the NJ Standard Terms and Conditions version 07/27/07 is deleted and replaced with the following:

2.1 Patent and Copyright Indemnity

a) The Contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract.

b) The State of New Jersey agrees: (1) to promptly notify the Contractor in writing of such claim or suit; (2) that the Contractor shall have control of the defense of settlement of such claim or suit; and (3) to cooperate with the Contractor in the defense of such claim or suit, to the extent that the interests of the Contractor and the State are consistent.

c) In the event of such claim or suit, the Contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

5.23.2 INDEMNIFICATION

Section 2.2 of the NJ Standard Terms and Conditions version 07/27/07, is deleted and replaced with the following:

2.2 Indemnification

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

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

2. The contractor's breach of its obligations of confidentiality; and,
3. Contractor's liability with respect to copyright indemnification.

The contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 2.3 of the NJ Standard Terms and Conditions version 07/27/07.

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

5.23.3 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

Section 2.3 of the NJ Standard Terms and Conditions version 07/27/07 regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

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

5.24 CONTRACT ACTIVITY REPORT

Not applicable to this procurement.

6.0 PROPOSAL EVALUATION

6.1 PROPOSAL EVALUATION COMMITTEE

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

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

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

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

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

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

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

6.3 EVALUATION CRITERIA

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

6.3.1 TECHNICAL EVALUATION CRITERIA

- A) The bidder's general approach and plans in meeting the requirements of this RFP.
- B) The bidder's detailed approach and plans to perform the services required by the Scope of Work of this RFP.
- C) The bidder's documented experience in successfully completing contracts of a similar size and scope to the work required by this RFP.
- D) The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the work required by this RFP.
- E) The overall ability of the bidder to mobilize, undertake and successfully complete the contract. This judgment will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed and the bidder's contract management plan, including the bidder's contract organizational chart.

6.3.2 BIDDER'S PRICE SCHEDULE

For evaluation purposes, bidders will be ranked according to the total bid price located on the Price Sheet located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/08-x-39231.shtml>.

6.3.3 BID DISCREPANCIES

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

6.3.4 EVALUATION OF THE BID PROPOSALS

The Evaluation Committee will complete its evaluation and recommend to the Director for award the responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process.

6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

Not applicable to this procurement.

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

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

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

7.1.1.1 DEFINITIONS

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

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

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

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

It shall be a breach of the terms of the contract for the Business Entity to (i)make or solicit a contribution in violation of the Legislation, (ii)knowingly conceal or misrepresent a contribution given or received; (iii)make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv)make or solicit any contribution

on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any State or county party committee; (v)engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi)fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii)engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii)directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at

<http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State’s request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

7.1.1.4 STATE TREASURER REVIEW

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

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

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public

entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

7.1.2 SOURCE DISCLOSURE REQUIREMENTS

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

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

7.1.2.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to the statutory requirements, the intended awardee of a contract primarily for services with the State of New Jersey must disclose the location by country where services under the contract, including subcontracted services, will be performed. The Source Disclosure Certification form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08-x-39231.shtml>.

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

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

7.1.2.3 BREACH OF CONTRACT OF EXECUTIVE ORDER 129

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

If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions version 07/27/07 of the RFP, unless previously approved by the Director and the Treasurer.

7.2 FINAL CONTRACT AWARD

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

7.3 INSURANCE CERTIFICATES

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

7.4 PERFORMANCE BOND

This section supplements Section 3.3b of the NJ Standard Terms and Conditions version 07/27/07, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08-x-39231.shtml>. A performance bond is required. The amount of the performance bond is noted on the RFP signatory page located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08-x-39231.shtml>. The contractor must provide the performance bond within thirty (30) days of the effective date of the contract award. The performance bond must remain in full force and effect for the term of the contract and any extension thereof. Within thirty (30) days of the anniversary of the contract effective date, the contractor shall provide proof to the Director that the performance bond in the required amount is in effect. Failure to provide such proof may result in the suspension of payment to the contractor until such time the contractor complies with this requirement.

Although the performance bond is required for the full term of the contract, the Director recognizes that the industry practice of sureties is to issue a one year performance bond for goods and services contracts. Thus, the contractor is required to submit a one year performance bond for the amount required under the contract and, on each succeeding anniversary date of the contract, provide a continuation or renewal certificate to evidence that the bond is in effect for the next year of the contract. This procedure will remain in place for each year of the contract thereafter until the termination of the contract. Failure to provide such proof on the anniversary date of the contract shall result in suspension of the contract, and possibly, termination of the contract.

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

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

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

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

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

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

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

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

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

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

Bidders Reference Data Sheets
08-X-39231
Armed Security Guard Services for the Department of Military and Veteran Affairs

The bidder shall provide the name(s) of customers you are servicing for references. The State reserves the right to visit these locations and verify production. *The bidder may duplicate this sheet if needed.*

Name of customer provided as reference:	
-----------------------------------------	--

Name of individual State may contact to verify reference:	
-----------------------------------------------------------	--

Telephone number of contact person:	
-------------------------------------	--

Length of time services provided by the bidder to this customer:	
------------------------------------------------------------------	--

Name of customer provided as reference:	
-----------------------------------------	--

Name of individual State may contact to verify reference:	
-----------------------------------------------------------	--

Telephone number of contact person:	
-------------------------------------	--

Length of time services provided by the bidder to this customer:	
------------------------------------------------------------------	--

Name of customer provided as reference:	
-----------------------------------------	--

Name of individual State may contact to verify reference:	
-----------------------------------------------------------	--

Telephone number of contact person:	
-------------------------------------	--

Length of time services provided by the bidder to this customer:	
------------------------------------------------------------------	--

Name of customer provided as reference:	
-----------------------------------------	--

Name of individual State may contact to verify reference:	
-----------------------------------------------------------	--

Telephone number of contact person:	
-------------------------------------	--

Length of time services provided by the bidder to this customer:	
------------------------------------------------------------------	--

Name of customer provided as reference:	
-----------------------------------------	--

Name of individual State may contact to verify reference:	
-----------------------------------------------------------	--

Telephone number of contact person:	
-------------------------------------	--

Length of time services provided by the bidder to this customer:	
------------------------------------------------------------------	--

Name of individual State may contact to verify reference:	
-----------------------------------------------------------	--

Telephone number of contact person:	
-------------------------------------	--

Length of time services provided by the bidder to this customer:	
------------------------------------------------------------------	--

**Bidders Mandatory Contractor Data Sheet
Terminated Contracts
08-X-39231**

Armed Security Guard Services for the Department of Military and Veteran Affairs

The bidder shall provide a list of contracts if any your firm has been terminated from during the last three years along with the reason that your contract was terminated. List name of contact person and phone number of the firm which terminated your firm's contract. ***The bidder may duplicate this sheet if needed.***

Name of Firm:	
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Contact Person:	
-----------------	--

Telephone Number:	
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Reason for Termination:	
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Name of Firm:	
---------------	--

Contact Person:	
-----------------	--

Telephone Number:	
-------------------	--

Reason for Termination:	
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**Bidders Mandatory Contractor Data Sheet
Employee List
08-X-39231**

Armed Security Guard Services for the Department of Military and Veteran Affairs

The bidder shall provide below the information for its employees to be used under this contract. *The bidder may duplicate this sheet if needed.*

Name of Employee	Years Employed as a Security Guard	Date of Birth	Employee in compliance with "The Security Officer Registration Act (SORA)	
			YES <input type="checkbox"/>	NO <input type="checkbox"/>
			YES <input type="checkbox"/>	NO <input type="checkbox"/>
			YES <input type="checkbox"/>	NO <input type="checkbox"/>
			YES <input type="checkbox"/>	NO <input type="checkbox"/>
			YES <input type="checkbox"/>	NO <input type="checkbox"/>
			YES <input type="checkbox"/>	NO <input type="checkbox"/>
			YES <input type="checkbox"/>	NO <input type="checkbox"/>
			YES <input type="checkbox"/>	NO <input type="checkbox"/>
			YES <input type="checkbox"/>	NO <input type="checkbox"/>
			YES <input type="checkbox"/>	NO <input type="checkbox"/>
			YES <input type="checkbox"/>	NO <input type="checkbox"/>
			YES <input type="checkbox"/>	NO <input type="checkbox"/>
			YES <input type="checkbox"/>	NO <input type="checkbox"/>
			YES <input type="checkbox"/>	NO <input type="checkbox"/>

Bidders Mandatory Contractor Data Sheet
Employee Training
08-X-39231

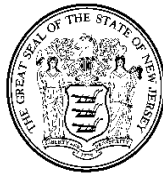
Armed Security Guard Services for the Department of Military and Veteran Affairs

The bidder shall provide a details of training for unarmed security guards under this contract.. ***The bidder may duplicate this sheet if needed.***

Type of Training:

Length of Training:

Description:



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE
Governor

R. DAVID ROUSSEAU
Acting State Treasurer

ADDENDUM #1 T-0568

SOLICITATION #08-X-39231

TO:	All Bidders
FROM	General Services Unit
DATE:	February 19, 2008
SUBJECT:	Armed Security Guard Services for the Department of Military and Veteran Affairs

The following constitutes Addendum #1 to the above referenced solicitation. This addendum is divided into the following parts:

- Part 1: Answers to electronic questions
- Part 2: Current contract

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

PART 1

Answer to Electronic Questions

**ADDENDUM #1
T-0568
SOLICITATION #08-X-39231**

Answers to Questions

NOTE: All questions are submitted to the web as received by the Purchase Bureau. Corrections or changes to the question are addressed in the Answers.

* - Is the confirmation number given to each electronic question submitted.

Number	Page Number	RFP Section Reference	Question	Answer
1 5723	N/A	N/A	a. Can DMVA provide the name of the security guard company that is currently providing Armed Guard Service? b. Has a union claimed jurisdiction over the contract guard employees? If yes, please provide a copy of the collective bargaining agreement. c. Can we visit the locations where security officers will be assigned? d. Can DMVA provide a list of current contract employees including the length of service on the contract so that we can accurately calculate vacation benefits? ! e. Does DMVA have a preference as to what type of weapon is used by the security officers?	a) Refer to the following copy of the current contract. b) No c) Yes, bidders can visit the site Monday, February 3, 2008 between the hours of 9:00 AM to 3:00 PM . Bidders are instructed to sign in and the facility State contract manager will guide the bidders through the site. All correspondences shall ONLY be with the facility State contract manager. The bidders shall not attempt to interview or correspond in any way with the guards while on State property. d) The current contractor is Internal Intelligence Service. The current contract is a three (3) year term contract and with the option to extend for additional two (2) periods of up to one (1) year. All require information to perform this service in located in the Request For Proposal. e) The type of side arm used under this contract is the option of the bidders.

PRICE SHEET		PROFESSIONAL CONTRACT			
PURCHASE BUREAU PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 8TH FL PO BOX 230 TRENTON NJ 08625-0230		NUMBER : A59555 T-NUMBER : T0568 CONTRACTOR: INTERNAL INTELLIGENCE SERVICE			PAGE 2
LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
00001	UNLESS SPECIFIED OTHERWISE BELOW: SHIP TO: 673620 / 5034 NATIONAL GUARD SUPPORT ARMY AVIATION SUPPORT FACILITY #1 MERCER COUNTY AIRPORT SCOTCH ROAD WEST TRENTON NJ 08628-1302 COMMODITY CODE: 990-46-001712 ALL INCLUSIVE HOURLY RATE FOR ARMED SECURITY GUARD SERVICES AT AASF #1 MERCER COUNTY AIRPORT, TRENTON, NJ AS PER SPECIFICATIONS. YEAR ONE (1) ***** THIS CONTRACT IS EXTENDED FOR SIX MONTHS THE ESTIMATED COST OF THIS EXTENSION IS \$50,000.00. *****	1	HOUR	\$ 14.63	
00002	COMMODITY CODE: 990-46-056056 ALL INCLUSIVE HOURLY RATE FOR ARMED SECURITY GUARD SERVICES AT AASF #1 MERCER COUNTY AIRPORT, TRENTON, NJ AS PER SPECIFICATIONS. YEAR TWO (2)	1	HOUR	\$ 14.63	
00003	COMMODITY CODE: 990-46-056058 ALL INCLUSIVE HOURLY RATE FOR ARMED SECURITY GUARD SERVICES AT AASF #1 MERCER COUNTY AIRPORT, TRENTON, NJ AS PER SPECIFICATIONS. YEAR THREE (3)	1	HOUR	\$ 14.63	
00004	COMMODITY CODE: 990-46-020722 ALL INCLUSIVE HOURLY RATE FOR ARMED SECURITY GUARD SERVICES AT AASF #2 PICATINNY ARSENAL, DOVER, NJ AS PER SPECIFICATIONS. YEAR ONE (1) SHIP TO: 673620 / 5037 NATIONAL GUARD SUPPORT ARMY AVIATION SUPPORT FACILITY #2 PICATINNY ARSENAL BLDG 3801 DOVER NJ 07806-5001	1	HOUR	\$ 14.63	
00005	COMMODITY CODE: 990-46-056060 ALL INCLUSIVE HOURLY RATE FOR ARMED SECURITY GUARD SERVICES AT AASF #2 PICATINNY ARSENAL, DOVER, NJ AS PER SPECIFICATIONS. YEAR TWO (2) SHIP TO: 673620 / 5037 NATIONAL GUARD SUPPORT ARMY AVIATION SUPPORT FACILITY #2 PICATINNY ARSENAL BLDG 3801 DOVER NJ 07806-5001	1	HOUR	\$ 14.63	
00006	COMMODITY CODE: 990-46-056062 ALL INCLUSIVE HOURLY RATE FOR ARMED SECURITY GUARD SERVICES AT AASF #2 PICATINNY ARSENAL, DOVER, NJ AS PER SPECIFICATIONS. YEAR THREE (3) SHIP TO: 673620 / 5037 NATIONAL GUARD SUPPORT ARMY AVIATION SUPPORT FACILITY #2 PICATINNY ARSENAL BLDG 3801 DOVER NJ 07806-5001	1	HOUR	\$ 14.63	

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PRICE SHEET		PROFESSIONAL CONTRACT			
PURCHASE BUREAU PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 8TH FL PO BOX 230 TRENTON NJ 08625-0230		NUMBER : A59555 T-NUMBER : T0568 CONTRACTOR: INTERNAL INTELLIGENCE SERVICE			PAGE 3
LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
00007	COMMODITY CODE: 990-46-056064 ALL INCLUSIVE HOURLY RATE FOR ARMED SECURITY GUARD SERVICES AT DAL LOCATION 1601 ATLANTIC AVENUE, ATLANTIC CITY, NJ AS PER SPECIFICATIONS. YEAR ONE (1) SHIP TO: 822026 / S001 OFFICE OF ADMINISTRATIVE LAW PROCUREMENT OFFICE (OAL) 9 QUAKERBRIDGE PLZ BLDG 9 PO BOX 049 TRENTON NJ 08625-0049	1	HOURLY	\$ 17.44	
00008	COMMODITY CODE: 990-46-056065 ALL INCLUSIVE HOURLY RATE FOR ARMED SECURITY GUARD SERVICES AT DAL LOCATION 1601 ATLANTIC AVENUE, ATLANTIC CITY, NJ AS PER SPECIFICATIONS. YEAR TWO (2) SHIP TO: 822026 / S001 OFFICE OF ADMINISTRATIVE LAW PROCUREMENT OFFICE (OAL) 9 QUAKERBRIDGE PLZ BLDG 9 PO BOX 049 TRENTON NJ 08625-0049	1	HOURLY	\$ 17.44	
00009	COMMODITY CODE: 990-46-056068 ALL INCLUSIVE HOURLY RATE FOR ARMED SECURITY GUARD SERVICES AT DAL LOCATION 1601 ATLANTIC AVENUE, ATLANTIC CITY, NJ AS PER SPECIFICATIONS. YEAR THREE (3) SHIP TO: 822026 / S001 OFFICE OF ADMINISTRATIVE LAW PROCUREMENT OFFICE (OAL) 9 QUAKERBRIDGE PLZ BLDG 9 PO BOX 049 TRENTON NJ 08625-0049	1	HOURLY	\$ 17.44	
00010	COMMODITY CODE: 990-46-056211 ALL INCLUSIVE HOURLY RATE FOR ARMED SECURITY GUARD SERVICES ON HOLIDAYS AT AASF #1 MERCER COUNTY AIRPORT, TRENTON, NJ AS PER SPECIFICATIONS. YEAR ONE (1)	1	HOURLY	\$ 14.63	
00011	COMMODITY CODE: 990-46-056212 ALL INCLUSIVE HOURLY RATE FOR ARMED SECURITY GUARD SERVICES ON HOLIDAYS AT AASF #1 MERCER COUNTY AIRPORT, TRENTON, NJ AS PER SPECIFICATIONS. YEAR TWO (2)	1	HOURLY	\$ 14.63	
00012	COMMODITY CODE: 990-46-056213 ALL INCLUSIVE HOURLY RATE FOR ARMED SECURITY GUARD SERVICES ON HOLIDAYS AT AASF #1 MERCER COUNTY AIRPORT, TRENTON, NJ AS PER SPECIFICATIONS. YEAR THREE (3)	1	HOURLY	\$ 14.63	
00013	COMMODITY CODE: 990-46-056214 ALL INCLUSIVE HOURLY RATE FOR ARMED SECURITY GUARD SERVICES ON HOLIDAYS AT AASF #2 PICATINNY ARSENAL, DOVER, NJ AS PER SPECIFICATIONS. YEAR ONE (1) SHIP TO: 673620 / S037 NATIONAL GUARD SUPPORT ARMY AVIATION SUPPORT FACILITY #2 PICATINNY ARSENAL BLDG 3801 DOVER NJ 07806-5001	1	HOURLY	\$ 14.63	
00014	COMMODITY CODE: 990-46-056215	1	HOURLY	\$ 14.63	

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PRICE SHEET		PROFESSIONAL CONTRACT			
PURCHASE BUREAU PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 8TH FL PO BOX 230 TRENTON NJ 08625-0230		NUMBER : A59555 T-NUMBER : T0568 CONTRACTOR: INTERNAL INTELLIGENCE SERVICE		PAGE 4	
LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
	ALL INCLUSIVE HOURLY RATE FOR ARMED SECURITY GUARD SERVICES ON HOLIDAYS AT AASF #2 PICATINNY ARESENAL, DOVER, NJ AS PER SPECIFICATIONS. YEAR TWO (2) SHIP TO: 673620 / S037 NATIONAL GUARD SUPPORT ARMY AVIATION SUPPORT FACILITY #2 PICATINNY ARSENAL BLDG 3801 DOVER NJ 07806-5001	1	HOUR	\$ 14.63	
00015	COMMODITY CODE: 990-46-056216 ALL INCLUSIVE HOURLY RATE FOR ARMED SECURITY GUARD SERVICES ON HOLIDAYS AT AASF #2 PICATINNY ARESENAL, DOVER, NJ AS PER SPECIFICATIONS. YEAR THREE (3) SHIP TO: 673620 / S037 NATIONAL GUARD SUPPORT ARMY AVIATION SUPPORT FACILITY #2 PICATINNY ARSENAL BLDG 3801 DOVER NJ 07806-5001	1	HOUR	\$ 17.44	
00016	COMMODITY CODE: 990-46-073499 ALL INCLUSIVE HOURLY RATE FOR ARMED SECURITY GUARD SERVICES AT DMAVA LOCATION 101 & 131 EGGERT CROSSING ROAD LAWRENCEVILLE, NJ AS PER SPECIFICATIONS. YEAR THREE (3) SHIP TO: 673620 / S048 NATIONAL GUARD SUPPORT ID - FACILITIES MGMT BUREAU (DMAVA) 101 EGGERT CROSSING RD PO BOX 340 TRENTON NJ 08625-0340	1	HOUR	\$ 17.44	
00017	COMMODITY CODE: 990-46-073500 ALL INCLUSIVE HOURLY RATE FOR ARMED SECURITY GUARD SERVICES ON HOLIDAYS AT 101 & 131 EGGERT CROSSING ROAD, LAWRENCEVILLE NJ AS PER SPECIFICATIONS. YEAR THREE (3) SHIP TO: 673620 / S048 NATIONAL GUARD SUPPORT ID - FACILITIES MGMT BUREAU (DMAVA) 101 EGGERT CROSSING RD PO BOX 340 TRENTON NJ 08625-0340	1	HOUR	\$ 17.44	

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