



Request for Proposal 07-X-39547

For: SAME DAY COURIER SERVICES FOR DHS

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	17 April 2007	5:00 PM
Mandatory Pre-bid Conference (Refer to RFP Section 1.3.2 for more information.)	16 April 2007	9:30 AM
Bid Submission Due Date (Refer to RFP Section 1.3.3 for more information.)	1 May 2007	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 type="checkbox"/> Not Applicable	Category x I x II x III
	<input checked="" type="checkbox"/> Entire Contract	
	<input type="checkbox"/> Partial Contract	
	<input type="checkbox"/> Subcontracting Only	

RFP Issued By

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

Using Agency

State of New Jersey
Department of Human Services

Date: 2 April 2007

Table of Contents

NOTICE TO BIDDERS	4
1.0 INFORMATION FOR BIDDERS.....	5
1.1 PURPOSE AND INTENT	5
1.2 BACKGROUND	5
1.3 KEY EVENTS.....	5
1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD	5
1.3.2 MANDATORY PRE-BID CONFERENCE	6
1.3.3 SUBMISSION OF BID PROPOSAL.....	6
1.4 ADDITIONAL INFORMATION.....	7
1.4.1 ADDENDA: REVISIONS TO THIS RFP	7
1.4.2 BIDDER RESPONSIBILITY.....	7
1.4.3 COST LIABILITY	7
1.4.4 CONTENTS OF BID PROPOSAL.....	7
1.4.5 PRICE ALTERATION	8
1.4.6 BID ERRORS	8
1.4.7 JOINT VENTURE.....	9
2.0 DEFINITIONS.....	9
2.1 GENERAL DEFINITIONS	9
2.2 CONTRACT SPECIFIC DEFINITIONS	10
3.0 SCOPE OF WORK.....	10
3.1 CHECKS AND FISCAL MATERIALS TO BE DELIVERED.....	10
3.2 PROGRAM AND ADMINISTRATIVE REPORTS TO BE DELIVERED	10
3.3 RETURN DELIVERY MATERIAL.....	10
3.4 DELIVERY TIME FOR FIVE LARGEST COUNTY AGENCIES	10
3.5 DELIVERY TIME FOR SEVEN INTERMEDIATE SIZE COUNTY AGENCIES.....	10
3.6 DELIVERY FOR ALL COUNTY AGENCIES	11
3.7 CONTRACTOR TASKS.....	11
3.7.1 PICK UP TIME FROM DFD HUB	11
3.7.2 DELIVERY TO INCORRECT DESTINATION	11
3.8 FAMIS, OMEGA, IEVS, AND CERTAIN ACSES MATERIALS.....	11
3.8.1 FREQUENCY OF PICKUP FROM DFD HUB.....	11
3.8.2 PICKUP OF MATERIAL FOR RETURN TO DFD HUB.....	11
3.8.3 TIME FRAME FOR DELIVERY	11
3.8.4 RETURN MATERIAL DELIVERY TIME TO DFD HUB.....	12
3.9 ESTIMATED QUANTITY OF MATERIAL FOR DAILY PICKUP	12
3.9.1 ESTIMATED QUANTITIES BY LOCATION FROM DFD HUB	12
3.9.2 TYPES OF MATERIAL FOR DELIVERY	13
3.9.3 ESTIMATED QUANTITIES BY WELFARE AGENCY LOCATION TO DFD HUB.....	13
3.9.4 TYPES OF MATERIAL FOR DELIVERY	13
3.9.5 RETURN DATA DELIVERY TIME TO DFD HUB.....	13
3.9.6 ESTIMATED QUANTITIES BY DFD SATELLITE LOCATION TO DFD HUB	14
3.10 AUTOMATED CHILD SUPPORT ENFORCEMENT SYSTEM (ACSES) MATERIALS.....	14
3.10.1 ESTIMATED ACSES QUANTITIES BY LOCATION FROM DFD HUB.....	14
3.11 ADDRESSES OF COUNTY WELFARE AGENCY LOCATIONS.....	14
3.12 ADDRESSES OF DFD SATELLITE OFFICE LOCATIONS.....	16
3.13 ADDRESSES OF COUNTY PROBATION OFFICE LOCATIONS.....	16
3.14 ADDRESSES OF CHILD CARE RESOURCE REFERRAL (CCRR) AGENCY	18
3.15 COMPREHENSIVE CRIME INSURANCE.....	19
3.16 SECURITY CLEARANCES.....	20
3.16.1 CRIMINAL HISTORY RECORD.....	20
3.16.2 CRIMINAL HISTORY RECORD FILE	20
3.17 CONTRACTOR PERSONNEL PHOTO IDENTIFICATION.....	21
3.18 BILLING PROCEDURES.....	21

4.0 BID PROPOSAL PREPARATION AND SUBMISSION.....	21
4.1 GENERAL	21
4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION	21
4.3 NUMBER OF BID PROPOSAL COPIES	21
4.4 BID PROPOSAL CONTENT	22
4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL	22
4.4.1.1 SIGNATORY PAGE	22
4.4.1.2 OWNERSHIP DISCLOSURE FORM.....	22
4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER	22
4.4.2 PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL	22
4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE	22
4.4.2.2 SMALL BUSINESS SET- ASIDE CONTRACTS.....	23
4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.....	23
4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION	23
4.4.3.2 AFFIRMATIVE ACTION.....	23
4.4.4 SUBMITTALS	23
4.4.4.1 BIDDER EXPERIENCE - DATA SHEETS	24
4.4.5 FINANCIAL CAPABILITY OF THE BIDDER.....	24
4.4.6 PRICING	24
4.4.7 PRICE SHEET INSTRUCTION.....	24
5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS.....	25
5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS.....	25
5.2 CONTRACT TERM AND EXTENSION OPTION	25
5.3 CONTRACT TRANSITION	25
5.4 CONTRACT AMENDMENT	25
5.5 CONTRACTOR'S WARRANTY	25
5.9 CLAIMS.....	26
6.0 PROPOSAL EVALUATION	26
6.1 PRICE.....	26
6.2 EXPERIENCE AND CAPABILITY OF THE BIDDER	26
6.3 PAST PERFORMANCE.....	26
6.4 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL.....	26
6.5 BID DISCREPANCIES.....	27
7.0 CONTRACT AWARD.....	27
7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD	27
7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25.....	27
7.1.1.1 DEFINITIONS.....	27
7.1.1.2 BREACH OF TERMS OF THE LEGISLATION	28
7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS	28
7.1.1.4 STATE TREASURER REVIEW.....	29
7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF N.J.S.A. 19:44A-20.13-25	29
7.2 FINAL CONTRACT AWARD.....	29
7.3 INSURANCE CERTIFICATES.....	29
8.0 CONTRACT ADMINISTRATION.....	29
8.1 CONTRACT MANAGER.....	29
8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES.....	30
8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER.....	30

NOTICE TO BIDDERS

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

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

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

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

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

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

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

TELEPHONE: 609-292-2146

1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the Department of Human Services, Division of Family Development. The purpose of this RFP is to solicit bid proposals for Same Day Courier Services.

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

The NJ Standard Terms and Conditions version 05 09 06 will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

1.2 BACKGROUND

The Department of Human Services, Division of Family Development, has developed and implemented automated systems to administer the Public Assistance, Child Support and Child Care Programs. Data will be generated by twenty-one (21) County Welfare Agencies, County Probation Departments or Child Care Resource Referral Agencies and transmitted, via on-line telecommunications equipment, from the agencies to the State OTC HUB site where the data will be processed for turnaround (delivery) to the agencies.

Also, the Division of Family Development has identified the need for Same Day Courier Service for pick-up/delivery, and return delivery, of reports and correspondence to and from the Division's three (3) satellite offices, the Administrative Office of the Courts and the Justice Complex on a daily basis.

This specification covers the requirements for Same Day Courier Services by the Department of Human Services, Division of Family Development. Note: Daily Same Day Courier delivery support services are integral to the operation of the Division of Family Development's automated systems.

This is a new procurement using the public advertised requirements process due to current costs exceeding the mandatory bid threshold.

In the past, this service was included in the Armored Car Services contract which is not going to be renewed.

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 MANDATORY PRE-BID CONFERENCE

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

Bid Room - 9th Floor
Purchase Bureau
33 West State Street
Trenton NJ 08625

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

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

1.3.3 SUBMISSION OF BID PROPOSAL

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

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

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

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

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

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

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

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

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

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

1.4.2 BIDDER RESPONSIBILITY

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

1.4.3 COST LIABILITY

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

1.4.4 CONTENTS OF BID PROPOSAL

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

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

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

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

1.4.5 PRICE ALTERATION

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

1.4.6 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. Some of the factors that may 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 Administration 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.

1.4.7 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.

Amendment - A change in the scope of work to be performed by the contractor after contract award. An amendment is not effective until signed by the Director, Division of Purchase and Property or his/her designee.

Bidder – A vendor submitting a bid proposal in response to this RFP.

Contract - This RFP, any addendum to this RFP, the bidder's bid proposal submitted in response to this RFP and the Division's Notice of Acceptance.

Contractor - The contractor is the bidder awarded a contract.

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

Division - The Division of Purchase and Property.

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, but not mandatory.

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 Agency[ies], as identified herein.

Shall or Must - Denotes that which is a mandatory requirement.

Should - Denotes that which is recommended, but not mandatory.

State - State of New Jersey

Using Agency[ies]- The entity[ies] for which the Division has issued this RFP.

2.2 CONTRACT SPECIFIC DEFINITIONS

- A. The following are the major network systems currently utilized in the administration of these programs and may be referred to by their acronym within this RFP:
1. The Family Assistance Management Information System (FAMIS)
 2. Automated Child Support Enforcement System (ACSES)
 3. On-Line Management of Economic Goal Achievement (OMEGA)
 4. Income Eligibility Verification System (IEVS)

3.0 SCOPE OF WORK

3.1 CHECKS AND FISCAL MATERIALS TO BE DELIVERED

The materials to be delivered by Same Day Courier include public assistance checks, child support materials and checks, child care materials and checks, related fiscal and management reports, and client notices. These materials will be delivered to the twenty-one (21) County Welfare Agencies, Probation Departments and the CCRR agencies. Addresses for all these entities are listed below.

3.2 PROGRAM AND ADMINISTRATIVE REPORTS TO BE DELIVERED

Program and administrative reports and correspondence will be transported to the three (3) Division of Family Development satellite offices (listed below) as well as the Administrative Office of the Courts (171 Jersey Street, Trenton NJ) and the Hughes Justice Complex (Market Street, Trenton NJ).

3.3 RETURN DELIVERY MATERIAL

Limited materials will be transported from the County Welfare, Probation Offices, CCRR Agencies and DFD satellite offices to the DFD Hub site.

3.4 DELIVERY TIME FOR FIVE LARGEST COUNTY AGENCIES

The experience of the Division of Family Development, the County Welfare Agencies and Probation Departments with delivery services indicates that in order to accommodate county work schedules and to allow sufficient time for reconciliation and distribution of daily checks that some deliveries must be made with certain time frames. The bidder must take into consideration both the caseload and geographical location of each County Welfare Agency and Probation Department in the development of delivery routes in order to allow the five largest county agencies the earliest possible delivery times (prior to 10:30 AM). These county agencies are in Camden, Essex, Hudson, Passaic and Union.

3.5 DELIVERY TIME FOR SEVEN INTERMEDIATE SIZE COUNTY AGENCIES

In addition, there are seven County Welfare Agencies and Probation Departments of intermediate size which require deliveries to be made thereto by 11:30 AM at the latest. These county agencies are in Atlantic, Burlington, Cumberland, Mercer, Middlesex, Monmouth and Ocean.

3.6 DELIVERY FOR ALL COUNTY AGENCIES

Delivery services covered in the procurement will require delivery to a minimum of seventy (70) sites on a daily basis, although the twenty-one (21) CCRR Agencies are only delivered one day (Tuesday) per week. It is to be understood that the bidder's bid/proposal shall include provision for the possible addition of up to seven delivery sites, when significant changes in the quantities of materials to be transported and/or the need for office operations accommodations warrant it, and will be in proximity to existing delivery site locations (within a one-half hour drive under customary traffic conditions). The DFD requires no fewer than six (6) vehicles (plus a backup vehicle) for the timely delivery of material to the county agencies and DFD satellite offices. The development of the six (or more) delivery routes may be made at the discretion of the contractor provided deliveries are made in accordance with the specifications herein. Careful review of the volume of deliverables specified, as well as stopover time at each site must be considered in order to assure that all deliveries are completed by 12:30 PM or earlier in section 3.4.

3.7 CONTRACTOR TASKS

3.7.1 PICK UP TIME FROM DFD HUB

The contractor will pick up material (for subsequent delivery) at 1 Schwartzkopf Drive, West Trenton, NJ, no later than 8:30 AM, and depart on the various routes by 9:00 AM daily or by 10:00 AM if occasional production disruptions preclude preparation of materials for customary departure times.

3.7.2 DELIVERY TO INCORRECT DESTINATION

If properly labeled materials are delivered to an incorrect destination, the contractor must within the same work day pick up the materials and deliver them to the correct destination before the closing of business that day.

3.8 FAMIS, OMEGA, IEVS, AND CERTAIN ACSES MATERIALS

3.8.1 FREQUENCY OF PICKUP FROM DFD HUB

Pick-up/delivery of all materials will occur Monday through Friday, five times per week, with the exception of State or county holidays. In some instances the County & State holidays may not coincide. Delivery to the CCRR Agencies is only required one day (Tuesday) per week. If Tuesday is a holiday, delivery must occur on Wednesday, the next day.

3.8.2 PICKUP OF MATERIAL FOR RETURN TO DFD HUB

The twenty-one (21) County Welfare Agencies, Probation Departments and CCRR Agencies will, on most days, have materials to be returned to the DFD hub site via Same Day Courier service. These materials will be, for the most part, related correspondence for the Division of Family Development.

3.8.3 TIME FRAME FOR DELIVERY

Data picked-up at the DFD site for delivery to the twenty-one (21) County Welfare Agencies, Probation Departments and CCRR Agencies must reach its destination by 12:30 pm or earlier in accordance with the provision contained herein.

3.8.4 RETURN MATERIAL DELIVERY TIME TO DFD HUB

Data picked up at any of the twenty-one (21) County Welfare Agencies, Probation Departments, CCRR Agencies and Division satellite offices for delivery to the DFD site must reach the Division by 7:30 am the following work day.

3.9 ESTIMATED QUANTITY OF MATERIAL FOR DAILY PICKUP

The following weights and volumes represent mean daily quantities based upon twenty (20) work days per month. These quantities may fluctuate by plus or minus fifty percent (50%) on any given day. One day per month (usually between the 22nd and 26th) these quantities may triple. The pick-up point for this material is the DFD hub site. Note: One standard unit box for measurement purposes will equal 1.1 cubic ft. These boxes will normally contain computerized program reports. One check box (boxes containing checks) will equal .6 cubic ft. and for purposes of determining total cubic ft., two check boxes will equal one standard unit box.

3.9.1 ESTIMATED QUANTITIES BY LOCATION FROM DFD HUB

This chart represents the approximate amount of materials to be delivered to the County Welfare Agency offices on a daily basis. Similar quantities can be applied to the weekly delivery to the 21 Child Care Resource and Referral Agencies.

County Welfare Agency	CITY	NO. OF BOXES	WEIGHT (LBS.) (A)	CUBIC FEET (B)
1. ATLANTIC	ATLANTIC CITY	1	30	1.1
2. BERGEN	ROCHELLE PARK	1	30	1.1
3. BURLINGTON	MT. HOLLY	1	30	1.1
4. CAMDEN	CAMDEN	1	30	1.1
5. CAPE MAY	RIO GRANDE	1	30	1.1
6. CUMBERLAND	VINELAND	1	30	1.1
7. ESSEX (THREE (3) OFFICES)	HALL OF RECORDS	1	30	1.1
	RECTOR ST.	2	60	2.2
	CLINTON ST.	1	30	1.1
8. GLOUCESTER	SEWELL	1	30	1.1
9. HUDSON	JERSEY CITY	2	60	2.2
10. HUNTERDON	FLEMINGTON	1	30	1.1
11. MERCER	TRENTON	1	30	1.1
12. MIDDLESEX	NEW BRUNSWICK	1	30	1.1
13. MONMOUTH	FREEHOLD	1	30	1.1
14. MORRIS	PARSIPPANY	1	30	1.1
15. OCEAN	TOMS RIVER	1	30	1.1
16. PASSAIC	PATERSON	1	30	1.1
17. SALEM	PENNS GROVE	1	30	1.1
18. SOMERSET	SOMERVILLE	1	30	1.1
19. SUSSEX	NEWTON	1	30	1.1
20. UNION	ELIZABETH	1	30	1.1
21. WARREN	BELVIDERE	1	30	1.1
STATE TOTAL		25	750	27.5

(A) ONE BOX = 30 LBS.

(B) ONE BOX = 1.1 CUBIC FT.

3.9.2 TYPES OF MATERIAL FOR DELIVERY

Items to be delivered to the twenty-one (21) County Welfare Agencies, Probation Departments and the CCRR agencies on a daily basis include public assistance checks, child support materials and checks, child care materials and checks, related fiscal and management reports and client notices.

3.9.3 ESTIMATED QUANTITIES BY WELFARE AGENCY LOCATION TO DFD HUB

The following pick-ups originate in the twenty-one (21) County Welfare Agencies and Probation Departments and are to be delivered to the DFD hub. These quantities are based on twenty (20) work days per month.

County Welfare Agency		NUMBER OF ENVELOPES*
1. ATLANTIC	ATLANTIC CITY	3
2. BERGEN	ROCHELLE PARK	2
3. BURLINGTON	MT. HOLLY	5
4. CAMDEN	CAMDEN	4
5. CAPE MAY	RIO GRANDE	2
6. CUMBERLAND	VINELAND	7
7. ESSEX	THREE OFFICES	6
8. GLOUCESTER	SEWELL	2
9. HUDSON	JERSEY CITY	4
10. HUNTERDON	FLEMINGTON	2
11. MERCER	TRENTON	4
12. MIDDLESEX	NEW BRUNSWICK	2
13. MONMOUTH	FREEHOLD	8
14. MORRIS	PARSIPPANY	2
15. OCEAN	TOMS RIVER	8
16. PASSAIC	PATERSON	1
17. SALEM	PENNS GROVE	3
18. SOMERSET	SOMERVILLE	1
19. SUSSEX	NEWTON	1
20. UNION	ELIZABETH	4
21. WARREN	BELVIDERE	1
	STATE TOTAL	72

* ENVELOPES VARY IN SIZE (FROM 4 X 9" TO 10 X 15").

3.9.4 TYPES OF MATERIAL FOR DELIVERY

Program and administrative reports and correspondence transported between DFD central and satellite offices.

3.9.5 RETURN DATA DELIVERY TIME TO DFD HUB

Data picked-up at the three (3) satellite offices, the Administrative Office of the Courts and the Justice Complex each day for return delivery to the Division of Family Development must reach the DFD Hub by 8:30 am the following work day.

3.9.6 ESTIMATED QUANTITIES BY DFD SATELLITE LOCATION TO DFD HUB

The following table indicates the estimated number of combined deliveries from the Division of Family Development to the satellite offices and return delivery to the Division of Family Development From the satellite offices.

DFD SATELLITE OFFICES	CITY (NJ)	DELIVERIES	RETURNS
NEWARK	153 HALSEY STREET 2ND FLOOR	1 envelope*	1 envelope*
PATERSON	129 MARKET STREET	1 envelope*	1 envelope*
HAMMONTON	THIRD AND BELLEVUE	1 envelope*	1 envelope*
JUSTICE COMPLEX	MARKET STREET TRENTON	1 envelope*	1 envelope*
ADMINISTRATIVE OFFICE OF THE COURTS	171 JERSEY STREET TRENTON	1 envelope*	1 envelope*
		TOTAL: 5	

* ENVELOPES VARY IN SIZE FROM 4 X 9" TO 10 X 15").

3.10 AUTOMATED CHILD SUPPORT ENFORCEMENT SYSTEM (ACSES) MATERIALS

3.10.1 ESTIMATED ACSES QUANTITIES BY LOCATION FROM DFD HUB

Data will be picked up at 8:30 am at the DFD hub site and delivered to appropriate sites the same day by 12:30 pm or earlier as provided herein in section 3.4. Service shall be provided Monday through Friday (excluding State & County holidays) of each week.

3.11 ADDRESSES OF COUNTY WELFARE AGENCY LOCATIONS

The following are the addresses for pick-up and delivery, and return delivery, of FAMIS, OMEGA, and IEVS materials, including checks and negotiable instruments between the twenty-one (21) county welfare agencies and DFD for the duration of the contract.

<u>County Welfare Agency</u>	<u>Address</u>
ATLANTIC	1333 ATLANTIC AVE. ATLANTIC CITY, N.J.
BERGEN	216 ROUTE 17 NORTH, BLDG. A 17 PARK OFFICE CENTER ROCHELLE PARK, N.J.
BURLINGTON	795 WOODLANE ROAD 1 ST FLOOR MOUNT HOLLY, N.J.

CAMDEN	600 MARKET STREET CAMDEN, N.J.
CAPE MAY	SOCIAL SERVICES CENTER ROUTES 47 & 9 RIO GRANDE, N.J.
CUMBERLAND	13 N.E. BOULEVARD VINELAND, N.J.
ESSEX (THREE SITES)	18 RECTOR ST., 9th Fl. NEWARK, N.J. 50 S. CLINTON AVE. E. ORANGE, NJ HALL OF RECORDS 469 DR. MARTIN LUTHER KING JR BOULEVARD NEWARK, NJ
GLOUCESTER	400 HOLLYDELL DRIVE SEWELL, N.J.
HUDSON	J.F. KENNEDY OFFICE BUILDING 100 NEWKIRK STREET JERSEY CITY, N.J.
HUNTERDON	COMMUNITY SERVICES BUILDING 6 GAUNNT PLACE FLEMINGTON, N.J.
MERCER	MERCER COUNTY BOARD OF SOCIAL SERVICES 200 WOOLVERTON STREET TRENTON, N.J.
MIDDLESEX	181 HOWE LANE NEW BRUNSWICK, N.J.
MONMOUTH	3000 KOZLOWSKI ROAD FREEHOLD, N.J.
MORRIS	MT PLEASANT COMPLEX LOBBY C 1719 ROUTE 10 PARSIPPANY, N.J.
OCEAN	1027 HOOPER AVENUE TOMS RIVER, N.J.
PASSAIC	80 HAMILTON STREET PATERSON, N.J.

SALEM	147 SOUTH VIRGINIA AVENUE PENNS GROVE, N.J.
SOMERSET	73 EAST HIGH STREET SOMERVILLE, N.J.
SUSSEX	83 SPRING STREET NEWTON, N.J.
UNION	342 WESTMINSTER AVENUE ELIZABETH, N.J.
WARREN	COURT HOUSE SECOND AND HARDWICK STREETS BELVIDERE, N.J.

3.12 ADDRESSES OF DFD SATELLITE OFFICE LOCATIONS

Internal program and administrative reports and correspondence: The following is the schedule and addresses for pick-up and delivery, and return delivery, of reports and correspondence for the three (3) Division of Family Development satellite offices, the AOL office and AOC for the duration of the contract.

DFD SATELLITE OFFICES	ADDRESS
NEWARK	153 HALSEY STREET 2ND FLOOR NEWARK, N.J.
PATERSON	129 MARKET STREET PATERSON, N.J.
HAMMONTON	852 SOUTH WHITEHORSE PIKE HAMMONTON, N.J.
TRENTON COMPLEX	HUGHES JUSTICE COMPLEX (AOL) MARKET STREET TRENTON, N.J.
ADMINISTRATIVE OFFICE of the COURTS	171 JERSEY STREET TRENTON, N.J.

3.13 ADDRESSES OF COUNTY PROBATION OFFICE LOCATIONS

The ACSES delivery schedule will consist of the County Welfare Agencies listed above plus the following probation locations:

<u>COUNTY</u>	<u>ADDRESS</u>
ATLANTIC	1333 ATLANTIC AVENUE ROOM 204 ATLANTIC CITY, N.J.

BERGEN	101-103 HUDSON STREET HACKENSACK, N.J.
BURLINGTON	COUNTY OFFICE BUILDING 49 RANCOCAS ROAD MOUNT HOLLY, N.J.
CAMDEN	CAMDEN PROB 101 SOUTH 5TH STREET 4TH FLOOR CAMDEN, NJ
CAPE MAY	CAPE MAY 9 NORTH MAIN STREET 2ND FLOOR CAPE MAY, NJ
CUMBERLAND	COURT HOUSE 2ND FLOOR W. BROAD & FAYETTE STREETS BRIDGETON, N.J.
ESSEX	NEW COURTS BUILDING 212 WASHINGTON STREET ROOM 1150 NEWARK, NJ
GLOUCESTER	BROAD & HUNTER STREETS WOODBURY, N.J.
HUDSON	HUDSON PROBATION 29 COTTAGE STREET 1 ST FLOOR JERSEY CITY, NJ
HUNTERDON	HUNTERDON PROBATION 63 PARK AVE. 1 ST FLOOR FLEMINGTON, NJ
MERCER	175 SOUTH BROAD STREET TRENTON, N.J.
MIDDLESEX	MIDDLESEX PROBATION 10 CORPORATE PL. 3RD FLOOR PISCATAWAY, NJ
MONMOUTH	20 GIBSON PLACE FREEHOLD, N.J.

MORRIS	HALL OF RECORDS BUILDING COURT HOUSE 2ND FLOOR COURT STREET MORRISTOWN, N.J.
OCEAN	OCEAN PROBATION 213 WASHINGTON STREET 3RD FLOOR TOMS RIVER, NJ
PASSAIC	129 MARKET STREET PATERSON, N.J.
SALEM	85 MARKET STREET SALEM, N.J.
SOMERSET	NEW COURT HOUSE EAST HIGH & NORTH BRIDGE STREET SOMERVILLE, N.J.
SUSSEX	SUSSEX PROBATION 43-47 HIGH STREET NEWTON, NJ
UNION	1143-45 EAST JERSEY STREET ELIZABETH, N.J.
WARREN	COURT HOUSE - 4D ENFORCEMENT 2ND & HARDWICK STREETS BELVIDERE, N.J.

3.14 ADDRESSES OF CHILD CARE RESOURCE REFERRAL (CCRR) AGENCY LOCATIONS

The following locations will need delivery of child care materials once per week (Tuesday):

ATLANTIC
ALWC-CC NETWORK
201 SHORE ROAD
BLDG B, 2ND FLOOR
NORTHFIELD, NJ 08225

BERGEN
OFFICE FOR CHILDREN
ONE BERGEN PLAZA
HUDSON STREET
HACKENSACK NJ 07601

BURLINGTON
BCCAP
718 RT. 130 SOUTH
BURLINGTON, NJ 08016

CAMDEN DIVISION FOR CHILDREN
520 MARKET STREET
8TH FLOOR
CAMDEN NJ 08104

CAPE MAY
EIRC-CCRC
606 DELSEA DR.

CUMBERLAND TRI-COUNTY CHILD CARE SERVICES
110 COHANSEY STREET
BRIDGETON, NJ 08302

SEWELL, NJ 08080

ESSEX
PROGRAM FOR PARENTS
33 WASHINGTON STREET
NEWARK, NJ

GLOUCESTER
EIRC-CCRC
606 DELSEA DR.
SEWELL, NJ 08080

HUDSON
253 MARTIN LUTHER KING DRIVE
1ST FLOOR
JERSEY CITY, NJ 07306

HUNTERDON CC
NORWESCAP/CCRS
63 MAIN STREET
2ND FLOOR
FLEMINGTON, NJ 08822

MERCER
CHILD CARE CONNECTION
1001 SPRUCE STREET
TRENTON, NJ 08638

MIDDLESEX CATHOLIC CHARITIES
103 CENTER STREET
PERTH AMBOY, NJ 08861
(Includes Somerset Checks)

MONMOUTH
CHILD CARE SERVICES
3301 ROUTE 66
SUITE 21
FREEHOLD, NJ 07728-0190

MORRIS CHILD
AND FAMILY RESOURCES
111 HOWARD BOULEVARD
MOUNT ARLINTON NJ

OCEAN
CHS CHILD CARE
1433 HOOPER STREET
SUITE 340
TOMS RIVER NJ

PASSAIC
NORTH JERSEY 4 C'S
101 OLIVER STREET
5TH FLOOR
PATERSON NJ 07505

SALEM
TRI COUNTY CHILD CARE
110 COHANASEY ST
BRIDGETON, NJ

SOMERSET
CATHOLIC CHARITIES
94 GROVE STREET
SOMERVILLE NJ

SUSSEX
NORWESCAP/CCRS
186 HALSEY RD.
NEWTON, NJ

UNION
COMMUNITY COORDINATED CHILD CARE
225 LONG AVENUE
BUILDING 15 2ND FLOOR
HILLSIDE NJ 07205

WARREN CC
350 MARSHALL ST
PHILLIPSBURG, NJ

3.15 COMPREHENSIVE CRIME INSURANCE

This section supplements Section 3.3b of the Standard Terms and Conditions of the RFP. A Commercial Crime Insurance Policy covering employee dishonesty with a client's property extension is required. The amount of the Commercial Crime Insurance Policy required is \$3,000,000.00

The contractor must provide the Commercial Crime Insurance Policy within thirty (30) days of the effective date of the contract award. The Commercial Crime Insurance Policy 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 Commercial Crime Insurance Policy 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.

3.16 SECURITY CLEARANCES

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

3.16.1 CRIMINAL HISTORY RECORD

The contractor shall submit to the New Jersey State Police Bureau of Identification (SBI) an "application" fingerprint card, a request for criminal history record information form (SBI-212B), proof of a valid Driver's License and the appropriate fee for all personnel it may assign to work on this contract. The contractor shall not permit any newly hired, re-hired or transferred personnel to work in response to this contract until receipt of the results of the criminal history record background check. The contractor shall review the results of that criminal history record background check prior to assigning personnel.

3.16.2 CRIMINAL HISTORY RECORD FILE

The contractor will be required to retain the results of an individual's criminal history background check as long as that person is assigned to perform work under this contract. Prior to the initiation of the contract, the contractor must provide a roster of all personnel servicing the Judiciary and certify that these individuals have passed the background check described above. Further, during the course of the contract, the Judiciary must be notified of any replacement personnel, prior to initiation of work on this contract and the vendor must provide written certification at that time on background checks on those individuals.

The successful bidder will be responsible to certify that personnel have passed a state police background check prior to performing any work for the Judiciary on this contract. Any person servicing this contract that has not passed the state police background check must be removed by the contractor immediately.

If the contractor has had an alternate background check that meets the State Police criteria specified above, then the check may be accepted by the State Contract Manager at the State's sole discretion. Any such reference check must have been during the period of this contract or no later than six months from the contract begin date. Additional information on this check may be obtained from the New Jersey State Police at:

SBI DIVISION
NEW JERSEY STATE POLICE
PO BOX 7068
WEST TRENTON, NEW JERSEY 08628
(609) 882-2000

3.17 CONTRACTOR PERSONNEL PHOTO IDENTIFICATION

Upon entering and/or leaving any location(s) which shall be serviced for this contract, all contractor personnel must be able to provide a photo ID.

The State will not be responsible for any delays involving pickups and/or deliveries as result of any security measure(s) currently in place or any security measures that are implemented in the future, at any location which shall be services for this contractor.

3.18 BILLING PROCEDURES

The vendor is to bill on monthly basis via a vendor invoice. Payment to the vendor will be provided on a monthly basis.

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/07X39547.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 NUMBER OF BID PROPOSAL COPIES

The bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit two (2) additional full, complete and exact copies of the original. The copies requested are necessary in the evaluation of the bid proposal. A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

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

4.4 BID PROPOSAL CONTENT

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/07X39547.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/07X39547.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/07X39547.shtml>.

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 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07X39547.shtml>.

4.4.2.2 SMALL BUSINESS SET- ASIDE CONTRACTS

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

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

4.4.3 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/07X39547.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/07X39547.shtml>.

4.4.4 SUBMITTALS

Based on the information provided herein all bidders are to submit detailed maps showing listed pickup and delivery points with driving routes and estimated times.

4.4.4.1 BIDDER EXPERIENCE - DATA SHEETS

The bidder must provide all of the information requested in the Bidder's Data Packet located on the Advertised Solicitation, Current Bid Opportunities webpage:
<http://www.state.nj.us/treasury/purchase/bid/summary/07X39547.shtml>.

4.4.5 FINANCIAL CAPABILITY OF THE BIDDER

Only upon request during the evaluation process and in order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit two years of certified financial statements that 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.

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

The State reserves the right to make the determination whether to accept the bidder's assertion of confidentiality and will advise the bidder accordingly.

4.4.6 PRICING

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

4.4.7 PRICE SHEET INSTRUCTION

Pricing is to be provided for a monthly lump sum all-inclusive cost for all pick up and delivery services as required within the RFP Section 3 Scope of Work. Prices are to be submitted for years one and two and three of the contract period. Price Line number 4 is to solicit costs on a one time basis associated with a relocation of an office from one building to another.

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 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/07X39547.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and the NJ Standard Terms and Conditions version 05 09 06, and any Addendum to this RFP, the Addendum shall govern.

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

5.2 CONTRACT TERM AND EXTENSION OPTION

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

<http://www.state.nj.us/treasury/purchase/bid/summary/07X39547.shtml>. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of two each one-year periods, by the mutual written consent of the contractor and the Director.

[INSERT, IF REQUIRED: Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than 45 days after contract expiration.]

5.3 CONTRACT TRANSITION

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

- a) The Contractor is responsible for the quality, technical accuracy, timely completion and delivery of all deliverables and other services to be furnished by the Contractor under the Contract. The Contractor agrees to perform in a good, skillful and timely manner all services set forth in the Contract.
- b) The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services and deliverables furnished under the

Contract. The approval of interim deliverables furnished under the Contract shall not in any way relieve the Contractor of fulfilling all of its obligations under the Contract. The acceptance or payment for any of the services rendered under the Contract shall not be construed as a waiver by the State or Agency, of any rights under the agreement or of any cause of action arising out of the Contractor's performance of the Contract.

- c) The acceptance of, approval of or payment for any of the services performed by the Contractor under the Contract shall not constitute a release or waiver of any claim the State or Agency, has or may have for latent defects or errors or other breaches of warranty or negligence.

5.9 CLAIMS

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1.1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

6.0 PROPOSAL EVALUATION

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

6.1 PRICE

The price will be evaluated using the price lines submitted for a lump sum fixed all inclusive prices per month over the three year period.

6.2 EXPERIENCE AND CAPABILITY OF THE BIDDER

The ability of the bidder to provide the service required herein and its capability to provide service in response to the States needs will be taken into consideration.

6.3 PAST PERFORMANCE

The bidder's past performance under similar contracts, including if applicable, the Division's vendor performance database.

6.4 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

Prior to contract award and with the exception of scheduling a review of submitted bids, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal with the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

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

The purpose of such communication with the 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 State's discretion whether to require the bidder to give an oral presentation or require the bidder to submit written responses to questions regarding its bid proposal. Action by the State 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.

6.5 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.

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

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

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

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

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

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

7.1.1.4 STATE TREASURER REVIEW

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

7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF N.J.S.A. 19:44A-20.13-25

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to 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.

7.2 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.

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. The term Project Manager is interchangeable with State Contract Manager.

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.