

Bid Number: 05-x-36508

TEMPORARY EMPLOYMENT SERVICES, SKILLED AND UNSKILLED LABOR, ALL STATE AGENCIES T -1653

1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of various State Agencies. The purpose of this RFP is to solicit bid proposals for providing Temporary Employment Services for the State of New Jersey.

The intent of this RFP is to award contract to those responsible bidder (s) whose bid proposals, conforming to this RFP are most advantageous to the State, price and other factors considered.

The intent of this RFP is to award a Primary, Secondary and Tertiary award in each of the Regions.

The Standard Terms & Conditions, Appendix 1 of this RFP, 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 same unless the RFP specifically indicates otherwise.

The State intends to extend the contract[s] awarded to the Purchase Bureau's cooperative purchasing partners. These partners include quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges.

Although the State, with the assent of the vendor(s), is making the use of any contract resulting from this RFP available to non-State Agencies, the State makes no representation as to the acceptability of any State RFP terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.

1.2 BACKGROUND

1. This RFP will be bid in three (3) regions. Bidders are requested to submit hourly rates for any or all of the three (3) regions into which the State has been divided, for the purposes of this RFP. The regions are as follows:

Region 1: Warren, Passaic, Bergen, Union, Sussex, Morris, Essex, Hudson and Somerset

Region 2: Hunterdon, Middlesex, Burlington, Monmouth and Mercer

Region 3: Ocean, Atlantic, Cape May, Camden, Salem, Cumberland and Gloucester

This is a reprourement of the **Temporary Employment Services, Skilled and Unskilled labor, All State Agencies** term contract, which expired on **March 14, 2005**. Vendors who are interested in the current contract specifications and pricing information are encouraged to visit the Purchase Bureau's website on the world wide web. The applicable "T" reference number for this lookup is **T-1653**. The exact WWW address is: <http://www.state.nj.us/treasury/purchase/contracts.htm>

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

The following definitions shall 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. An amendment is not effective until signed by the Director, Division of Purchase and Property.

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.

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. 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, but not mandatory.

State - State of New Jersey

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

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

3.1 The Contractor shall provide temporary personnel on an as needed basis as requested by the Using Agencies. The Contractor shall furnish only those labor categories awarded.

3.2 The Contractor shall furnish personnel on a timely basis as agreed to by both parties. Failure to furnish personnel in the agreed timely manner, the Contractor may be billed for the difference in cost, if the State has to pay another Contractor that is not under contract. The Contractor has the right to initially decline to supply personnel in response to a specific request, due to unavailability of personnel or travel distance involved.

3.3 Contracts resulting from this RFP are not intended to supply personnel for long-term or indefinite use. Personnel are to be furnished for emergency shortages in State workforce, and for special projects or peak workloads. Appropriate requirements could include, but are not limited to, inventory taking, vacation/sick replacement, etc. These contracts are not intended to violate hiring rules and regulations as promulgated by the New Jersey Department of Personnel, nor as covered by State union contracts. In general, State Agencies are not permitted to **use temporaries exceeding twelve (12) months of continuous hire.**

3.4 The Contractor shall be licensed in the State of New Jersey and shall provide proof of said license, when requested.

3.5 Security Clearances

Pursuant to N.J.A.C. 13:59-1.1 et seq., as a condition of employment, the contractor shall undertake a criminal history record background check for all its employees assigned to work at various State Using Agencies. The contractor shall bear the cost of the criminal history record background check. The contractor shall be responsible for insuring that employees have legal immigration status to be working in the United States.

3.6 The contractor shall retain the result of the individual's criminal history background check for as long as the individual works at a State facility. The results of the criminal history background check will be made available to the State Contract Manager upon request. Performance of such background checks with immigration law compliance shall be subject to periodic audits by State auditors. For a criminal history background check to be acceptable to the State, the background check must have been made during the contract period or no earlier than six (6) months prior to the contract start date.

3.7 PERSONNEL

3.7.1 The Contractor shall provide experienced personnel that are physically able to perform and trained to perform the work assigned them.

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 cover sheet of this RFP. 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**, one-year periods, by the mutual written consent of the contractor and the Director.

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 **180** days beyond the expiration date of the contract.

REMEDIES FOR NON-PERFORMANCE

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. In this event, the Director may authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

PERFORMANCE BOND: NOT APPLICABLE TO THIS PROCUREMENT 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.

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, (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 so to do.

Contract awards will be made after a weighted average of the price lines on the attached price sheets.

Contract awards will be made to a Primary, Secondary and Tertiary for each Region for years one, two and three. The Primary Contractor must provide the Using agency the requested personnel within one (1) week from either a written, fax or e-mail request. If the Contractor's fails to provide said personnel within the specified time period, the Using agency can then proceed to the Secondary Contractor. The same rules apply to the secondary Contractor before the Tertiary Contractor is contacted.