

# Request for Proposal 08-X-39877

## For: Auctioneering Services: Internet Auctions to Sell Surplus Property

Event	Date	Time
<b>Bidder's Electronic Question Due Date</b> (Refer to <a href="#">RFP Section 1.3.1</a> for more information.)	10-22-07	5:00 PM
<b>Mandatory Pre-bid Conference</b>	NA	NA
<b>Mandatory Site Visit</b>	NA	NA
<b>Bid Submission Due Date</b> (Refer to <a href="#">RFP Section 1.3.2</a> for more information.)	11-14-07	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.

<p><b>Small Business Set-Aside</b> (Refer to <a href="#">RFP Section 4.4.3.6</a> for more information.)</p>	<p><b>Status</b></p> <p><input type="checkbox"/> Not Applicable</p> <p><input type="checkbox"/> Entire Contract</p> <p><input type="checkbox"/> Partial Contract</p> <p><input checked="" type="checkbox"/> Subcontracting Only</p>	<p><b>Category</b></p> <p><input checked="" type="checkbox"/> I</p> <p><input checked="" type="checkbox"/> II</p> <p><input checked="" type="checkbox"/> III</p>
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RFP Issued By

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

Using Agency/Agencies

State of New Jersey  
Department of the Treasury  
Division of Purchase and Property  
Distribution and Support Services

Date: September 21, 2007

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## **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 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 Office of Distribution and Support Services (DSS). The purpose of this RFP is to solicit bid proposals from qualified vendors to provide internet web-based auction services for the purpose of selling State surplus property. Attachment #1 provides the listing of DSS auctions for Fiscal Year 2007

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 sell individual surplus property items or lots 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.

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. In addition, the Cooperative Purchasing Partners are not required to use this contract and may continue to use other internet auction sites as approved by the Department of Community Affairs. Included with this RFP is Attachment #2 which provides a summary of internet auctions held by municipalities as recorded by the Department of Community Affairs.

In determining which bidder provides the best value for the State, the Evaluation Committee will consider, but will not be limited to considering, the overall ability of the bidder to generate the highest net revenue for the State, DSS and Cooperative Purchasing Partners. An auction site that provides the lowest listing fee and lowest commission fees may not be considered the bidder that provides the best value to the State.

### **1.2 BACKGROUND**

DSS is authorized to sell surplus property for various State Agencies. Starting in 2001, DSS has sold surplus property through a dual system of onsite auctions held on State property (primarily for the disposal of used State vehicles) and through a system of internet auctions. The internet auction services are provided by Bid4Assets.com. The internet based website where New Jersey surplus property is sold is:  
<http://www.bid4assets.com/storefront/index.cfm?var1=4258&level1=1&sfid=21#-6>

This is a procurement of the Internet Auctions to Sell Surplus Property contract. This contract has been extended to June 30, 2008, with the right to terminate the contract on 30 days notice. It is the intent that the incumbent contractor will be used for thirty days after this replacement contract is awarded. Upon award, there will be an overlap of services. The awarded contractor

will be used for all new internet auctions starting 30 days after contract award. The incumbent auctioneer will complete any auctions that have been posted on the incumbent auctioneer's website..

The State sells approximately 60 to 70 items or lots per year via the internet auction and the total gross sales of the last fiscal year totaled approximately \$204,000. At the time this RFP was prepared, only the DSS posted items or lots for sale. It is possible that this contract may be opened to the State's cooperative purchasing partners. If so, counties, municipalities, school boards, colleges and universities, fire companies and rescue squads may participate in posting surplus property for sale through this contract.

The incumbent contract process allows the DSS to post items and lots for sale without interaction with a person at Bid4Assets. DSS prepares and posts pictures and descriptions of items and lots for sale on the Bid4Assets site. DSS determines the amount of any reserve, the minimum bid, and the termination date of the auction. DSS has the right to withdraw an auction after posting. The auction site allows bidders to ask questions and the DSS responds directly to the questioner via email. The Bid4Assets site automatically extends bidding by five (5) minutes if there has been a bid within the last five (5) minutes of the auction. Bid4Assets provides DSS with the contact information of the second highest priced bidder upon request if the winning bidder reneges and does not send payment to the State within five (5) business days. The DSS may contact the second highest bidder and offer the bid item to the second highest priced bidder when that happens. A complete record of bidders is not provided to DSS.

No money is sent to or handled by Bid4Assets on behalf of the State. The winning bidder must send a bank/business check or money order payment (no personal checks, no credit cards, no cash, no Pay-Pal) to the DSS made out to the Treasurer, State of New Jersey and the winning bidder must pick up the item or lot from the State or Cooperative Purchasing Partner location specified in the auction listing. Once an auction is complete, Bid4Assets sends an invoice to the State for payment. The payment schedule is five dollars per auction whether or not the item or lot is sold plus a percentage of the sale price as commission. There is no buyer premium charged by Bid4Assets to the winning bidders.

This contract will be used to sell surplus property through the DSS and the State's cooperative purchasing partners. This contract will not be used to purchase items through auction and the State reserves the right to sell surplus property through other means if it is determined that the State may receive better pricing through an alternate sales channel or if it is required to sell property some other way in order to comply with any law or regulation. (For example, if the State Museum decides to sell rare artwork, the Museum may decide to auction the artwork through a special art auction house instead of through this contract).

### **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](mailto: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., ("OPRA") and the common law. Because 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.**

To assist the State's determination on a claim of confidentiality or protection under OPRA and/or the common law, a bidder must clearly identify such information and address the following points to substantiate the confidentiality claim on the information: (1) the extent to which the information is known outside the owner's business; (2) the extent to which it is known by employees and others involved with your business; (3) the extent of the measures taken by your firm to guard the secrecy of the information; (4) the value of the information to your firm and your competitors; (5) the amount of effort or money expended by your firm in developing the information; and (6) the ease or difficulty with which the information could be properly acquired or duplicated by others. Also, the bidder must commit in writing to assist the State's effort to protect the confidentiality of the documents and/or information should there be an OPRA request for disclosure or a challenge to the confidentiality of the documents/information determined to be confidential by the State. A claim for confidentiality should be separate from the bid proposal, but should accompany the bidder's submission of the bid 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**

On the date and time bid proposals are due under the RFP, only the names of the bidders submitting bid proposals will be publicly announced. The contents of the bid proposals shall remain confidential until the Notice of Intent to Award is issued by the Director.

#### **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 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 – 9<sup>th</sup> 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** – The entity for which the Division has issued this RFP and will enter into a contract.

## **2.2 CONTRACT SPECIFIC DEFINITIONS**

**Buyer Premium** – A price charged by the auctioneer at the end of an auction that is in addition to the winning bid price and is paid to the auctioneer. This contract prohibits buyer premiums.

**Hosting** – The owner/operators of the physical computer system connected to the internet upon which the auction software will run. Under this contract, the contractor will host the auction system and keep all activities separate and apart from State computer systems. The State will not host the auction system and the contractor is barred from utilizing any component of the State computer system to operate or maintain the auction site.

**Minimum Bid Increment**– If during an auction, there has been a bid of \$100 and there is a minimum bid increment requirement of \$10, then the next acceptable bid must be \$110 or more and any bid for \$109.99 or less must be rejected. DSS or the Cooperative Purchase Partner shall determine the minimum bid increment, if any.

**Minimum Opening Bid** – The minimum amount that will be accepted as the first bid in the auction. If the minimum opening bid is \$100, then any opening bid submitted for \$99.99 or less will be rejected.

**Reserve** – A minimum bid that the State requires before it will complete a sale. The reserve may or may not be disclosed prior to or during the auction as determined by the DSS or the Cooperative Purchasing Partner.

## **3.0 SCOPE OF WORK**

### **3.1 CONTRACTOR TO SUPPLY INTERNET BASED AUCTION SERVICES**

The contractor shall supply a fully functional internet auction service for the purpose of selling State surplus property. The contractor shall supply an internet auction service that includes:

3.1.1. All hardware, software, servers and internet connections needed to provide the service.

3.1.2. Independent contractor hosting of the auction system. The auction service shall not interact with any State computer hardware, software or data base systems.

3.1.3. All maintenance and upgrades to the hardware and software that the contractor provides over the term of the contract shall be made at no cost to the State. The State will not pay the contractor for auction system upgrades over the term of the contract.

3.1.4. All operating software and applications needed for the auction site to function.

3.1.5. All connectivity to the internet such that it is accessible to the DSS, Cooperative Purchasing Partners and buyers through industry standard internet connections, web browsers and email. The system must allow access from Windows based systems and Apple compatible systems. The system provided may not require the installation of special software on the computer systems of the DSS, Cooperative Purchasing Partners or buyers where the DSS or buyers use a standard windows based operating system.

3.1.6. All maintenance and support, including email and telephone support needed to operate the auction site. Live customer service support must be available Monday – Friday between the hours of 9:00 A.M. and 4:00 P.M.

3.1.7. Simple and uniform methods for bidders to register, log-in, view photographs of bid items, view descriptions of bid items and view technical specifications of bid items.

3.1.8. Simple and uniform methods for bidders to submit bids and have the highest bid price to date posted on the bidding site for all bidders to see. It shall also have a system to notify a bidder if the bidder's bid has been rejected and such notification shall identify the reason for such rejection. Acceptable reasons for rejecting a bid shall include, but are not limited to, failure to submit a minimum bid or a minimum opening bid. The contractor shall supply DSS with a standard list of reasons for rejecting bids and the statements that will be sent to bidders regarding rejection of bids.

3.1.9. Clearly displayed date and time to the end of bidding.

3.1.10. A capability for the DSS to set a reserve price and have that reserve price either hidden from bidders or available to bidders for viewing at the discretion of the DSS.

3.1.11. A capability for the DSS to set a minimum opening bid price and a minimum bid increment.

3.1.12. An internal method of recording all bids and shall have a method of identifying the winning bidder to the DSS and shall be capable of identifying the second highest priced bidder if the winning bidder reneges on completing the sale.

3.1.13. A record of bids that may be provided to the DSS upon request.

3.1.14. All security systems, anti-virus and firewalls capable of preventing the hacking of any auction information, capable of preventing the assimilation or distribution of viruses and other programs and capable of preventing any bidder from learning the identity any other bidder.

3.1.15. Contingency plans to backup information and recover information. The contractor shall have a disaster recovery plan that covers internet failure, electricity failure or system failures.

3.1.16. Systems that are easy to use for posting auctions (See Section 2.0, Background) and that allows for DSS or Cooperative Purchasing Partners control over the auction.

3.1.17 A method for the DSS to withdraw and cancel an auction without penalty. The contractor shall only be paid the listing fee in such instance and shall not be entitled to any other payment, commission or premium from the DSS. The contractor shall describe its system of notifying bidders if an auction has been withdrawn and canceled.

3.1.18 A system to automatically extend an auction (dynamic closing) if a bid is received within the last few minutes of the auction to allow for a counter bid, if available. This is desired by the State, but not required.

3.1.19 A system that allows DSS to utilize the language from a prior auction (cut, paste and edit) for the description of a new auction, if possible, within the contractor's system.

3.1.20 A system to post standard sale closing requirements on the auction site such as, but not limited to: "payment must be made within five (5) business days"; "all sale items must be picked up by the bidder within ten (10) business days"; and "a ten dollar storage surcharge shall be imposed on the buyer if the sale items are not picked up within ten (10) business days".

## **3.2 AUCTION PROCEDURES THAT ARE PROHIBITED**

The contractor is prohibited from including the following in any auction.

### **3.2.1 BUYERS PREMIUM**

The contractor shall not impose a buyers premium nor may the contractor accept any funds directly from bidders.

### **3.2.2 CONTACTING BIDDERS**

The contractor shall not contact bidders concerning a question regarding specific bids, other than procedural questions on the mechanics of bidding. Any questions regarding the item or lot being sold shall be forwarded directly to the DSS and the contractor's system shall provide a method for the DSS reply to be funneled back to the questioner.

### **3.2.3 BIDDING BY THE CONTRACTOR, AFFILIATES, EMPLOYEES OR FAMILY MEMBERS**

The contractor, its parent(s), subsidiaries and affiliates shall be prohibited from bidding. In addition, employees and family members of employees of the contractor, its parent(s), subsidiaries and affiliates shall also be prohibited from bidding. The contractor shall have internal procedures that state this.

### **3.2.4 INDENTITY OF THE STATE CONTRACT MANAGER**

The contractor shall not reveal the identity of the State Contract Manager to any bidder.

### **3.2.5 USE OF ANY STATE COMPUTER SYSTEM**

The contractor is prohibited from utilizing or interfacing with any hardware, software, computer component, internet connection or data base related to any State computer system. The contractor shall only provide internet connections and email that use industry standard web browsers and email systems.

### **3.3 WINNING BIDDER PAYS DSS OR COOPERATIVE PURCHASING PARTNER**

The contractor shall supply an auction system whereby the contractor does not handle any money associated with the sale. At the end of the auction, the contractor shall identify the winning bidder and associated contact information and provide it to DSS or the Cooperative Purchasing Partner in writing (email is acceptable). It shall be DSS' responsibility to contact the winning bidder, collect payment from the winning bidder and arrange for the winning bidder to pickup the sale items or lots. After the auction, the contractor shall submit an invoice to DSS or the Cooperative Purchasing Partner for payment.

### **3.4 COMMISSION BASED ON ACTUAL SALE PRICE**

At the end of the auction the contractor shall invoice the DSS or the Cooperative Purchasing Partner the per auction price and the percent of sale commission price. The percent of sale commission shall be based on the actual sale price. If the auction is completed and the winning bidder reneges on the sale, the contractor shall provide the identity of the second highest bidder to DSS and DSS may attempt to complete the sale with the second highest price bidder or may chose not to complete the sale. If the sale is completed with the second highest priced bidder, the commission shall be based on the actual sale price to the second highest priced bidder as set by the auction.

### **3.5 TRAINING**

The contractor shall provide on-site training to the DSS on how to utilize the auction site and a written procedures manual to the DSS that describes how to utilize the site. The contractor shall provide individual or group training and assistance to the Cooperative Purchasing Partners as needed.

### **3.6 HANDOFF OF AUCTION RESPONSIBILITY**

#### **3.6.1 AT CONTRACT AWARD**

The contractor shall perform all new auctions that are needed starting thirty days following the date of contract award. Auctions that are posted on the incumbent contractor's auction site before new auctions are posted on the contractor's site shall be completed by the incumbent contractor.

#### **3.6.2 AT CONTRACT TERMINATION AND REPLACEMENT**

It is anticipated that a replacement contract will be awarded prior to the end of this contract or any extension thereof. The State reserves the right to award a replacement contract during the last six (6) months of the contract or during any extension of the contract and terminate the placement of new auctions on the contractor's auction site on the date of award of the replacement contract

If a replacement contract is awarded to a different contractor at the end of this contract, the contractor shall complete auctions started prior to the award of the replacement contract, but will not receive any new auction work after the award of the replacement contract.

If the contractor is awarded the replacement contract, the contractor shall complete all auctions started under this contract under the terms and prices of this contract and shall perform all new auctions that are posted after the award of the replacement contract at the terms and prices of the replacement contract.

#### **3.7 FAILURE TO CLOSE A SALE**

It is possible that an auction does not result in a sale. The reasons for failing to close a sale include, but are not limited to, no bids, bids that do not meet the reserve requirements, bids that do not meet the minimum opening bid and removal and cancellation of an auction by DSS or the Cooperative Purchasing Partner after it has been posted. In such instance, the contractor shall be paid the per auction price (listing fee) but will not be paid the percent of sale commission.

The contractor shall not be paid any money if a failure to close a sale was caused by the contractor.

#### **3.8 COOPERATIVE PURCHASING PARTNERS**

As noted in section 2.0 of this RFP and Sections 3.7 and 3.8 of the Standard Terms and Conditions, this contract will be extended to the State's Cooperative Purchasing Partners. The contractor shall deal directly with each State Cooperative Purchasing Partner and assist that partner to utilize the auction site and to register. The contractor shall explain to each Cooperative Purchasing Partner how the auction site works and how billing and payment works. The contractor shall obtain the name and address of the cooperative purchasing partner on or before the time the partner posts an item for auction. The contractor shall send an invoice to the Cooperative Purchasing Partner for payment after the auction and must receive payment from the partner that posted the auction. No State Department, agency, or Cooperative Purchasing Partner will pay the contractor for costs related to an auction for which it was not responsible.

The contractor shall remind every municipality that uses the contract that it must contact the Department of Community Affairs, Division of Local Government Services, 609-292-9757 and notify DCA that it is using this contract to sell surplus property.

## **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: This RFP requires the bidder to provide the URLs (Uniform Resource Locators, i.e., the global address of documents and other resources on the world wide web) or web address of its auction web site. Bid proposals shall not reference URLs or web addresses as the location for any other information required as part of its bid submission. 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/08x39877.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 **five (5) full, complete, and exact copies and one (1) unbound, complete and exact copy** of the original proposal.

In addition, the bidder should submit one (1) **full, complete, and exact ELECTRONIC copy** of the original proposal in PDF file format to be viewable and "read only" by State evaluators using Adobe Acrobat Reader software on compact disc (CD). The bidder should also submit (1) full, complete, and exact ELECTRONIC copy of the original proposal in an editable and "writable" PDF file format on CD for redaction.

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/08x39877.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/08x39877.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/08x39877.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/njbgs](http://www.nj.gov/njbgs) 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/08x39877.shtml>.

#### **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/08x39877.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/08x39877.shtml>.

##### **4.4.3.3 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/08x39877.shtml>. Refer to section 7.1.2 of this RFP.

##### **4.4.3.4 NOTICE OF INTENT TO SUBCONTRACT FORM**

All bidders should complete the attached Notice of Intent to Subcontract Form <http://www.state.nj.us/treasury/purchase/bid/summary/08x39877.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/08x39877.shtml>.

##### **4.4.3.5 SUBCONTRACTOR UTILIZATION FORM**

If the bidder intends to utilize a subcontractor, the Subcontractor Utilization Form <http://www.state.nj.us/treasury/purchase/bid/summary/08x39877.shtml> should be completed and submitted with the bid proposal.

##### **4.4.3.6 SMALL BUSINESS SET-ASIDE CONTRACTS**

This is a contract with set aside subcontracting goals for Small Businesses. All bidders should include in their bid proposal a completed and signed **Notice of Intent to Subcontract** form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39877.shtml>. Bidders intending to utilize subcontractors should also include a completed and signed Subcontractor Utilization Plan

form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39877.shtml>. Failure to submit the required forms upon request may result in a determination that the bid is materially non-responsive. Bidders seeking eligible small businesses should contact the New Jersey Commerce, Economic Growth and Tourism Commission at (609) 292-2146.

#### **4.4.3.7 COOPERATIVE PURCHASING**

The bidder should complete the attached Cooperative Purchasing Form indicating willingness or unwillingness to extend State contract pricing and terms to Cooperative Purchasing Partners

#### **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.

This section of the bid proposal should be no longer than approximately 2 or 3 pages and is just designed for the bidder to demonstrate his understanding of the overall "big picture" of why this contract is needed and basically what the contractor will provide to fill the need in a short overview. The detailed approach should not be described in this section. The specific detailed technical approach should be included in response to Section 4.4.4.2 below.

##### **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.

In response to this section the bidder shall provide a written detailed response that describes how the bidder and its web site will provide auction services that meet the requirements specified in the Scope of Work (Section 3.0). This detailed approach may be supplemented with sample site screens and any other technical information the bidder determined is necessary to describe the functionality of its internet auction site. The contractor shall provide the web address of its auction website. The bidder should highlight features and capabilities of its auction website that are in addition to the features and capabilities required in the Scope of Work that the bidder will make available to DSS at no additional charge.

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.

#### **4.4.4.3 AUCTION SCHEDULE**

The bidder should include a typical schedule of events that track a typical auction from posting the auction on the auction site by the DSS through to finalizing a sale and submitting an invoice. The bidder may supplement this with a scheduling chart.

#### **4.4.4.4 MOBILIZATION AND IMPLEMENTATION PLAN**

The bidder should include as part of its proposal a mobilization and implementation plan, beginning with the date of notification of contract award through all the processes and training that will be needed until the time DSS and the contractor should be ready to start the first auction. The bidder should provide a timetable designed to demonstrate how the bidder will have the contract and auction website up and operational starting from the date of notification of award, including the establishment of any storefront for the DSS.

The bidder should supply the names, telephone numbers and email address of any management, supervisory or other key personnel that the DSS will be contacting during mobilization.

#### **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 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.

#### **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 AUCTIONS OF SIMILAR SIZE AND SCOPE**

The bidder should provide documentation of its experience servicing contracts and providing internet auction services for organizations similar in size to the State of New Jersey for the sale of surplus property of the type specified in this contract. The bidder should have experience in approximately 40,000 or more internet auctions (the auctioning of a single item or lot will count as one auction). The bidder should provide the web address of its current auction web site for the Evaluation Committee to review. In addition, if available, the bidder should provide a method for the Evaluation Committee to test the operation of the web site.

The bidder should document the number of years it has been providing auction services and an estimate of the number of auctions held per year and the total value of items and lots sold per year. The bidder should provide two names and telephone numbers of companies or governments that have utilized the bidders auction site in the same frequency or greater than New Jersey. 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.

#### **4.4.5.7 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** should 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** should also be submitted with the bid.

N.J.A.C. 17:13-4 and Executive Order 71 mandate that if the bidder proposes to utilize a subcontractor, the bidder must make a good faith effort to meet the set-aside subcontracting targets of awarding a total of twenty-five percent (25%) of the value of the contract to New Jersey-based, New Jersey Commerce, Economic Growth & Tourism Commission registered small businesses, with a minimum of five (5) percent awarded to each of the three categories set forth below, and the balance of ten (10) percent spread across the three annual gross revenue categories: Category I – \$1 to \$500,000; Category II - \$500,001 to \$5,000,000; Category III - \$5,000,001 to \$12,000,000.

Should the bidder choose to use subcontractors and fail to meet the Small Business Subcontracting targets set forth above, the bidder should submit documentation demonstrating its good faith effort to meet the targets with its bid proposal or within seven (7) business days upon request.

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 should 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.

The price schedule requires bidders to supply a listing price, this is a price that the contractor shall be paid for listing the auction regardless if a sale is consummated or not. In addition, bidders are required to supply the percentage commission fee schedule that will be paid to the contractor for completed sales. For bid evaluation purposes, the listing price and the commission fee schedule will be used to determine a total bid price. A total bid price will be calculated by the Evaluation Committee using Attachment #1 (Auction Summary for FY 2007) and the listing price and commission scale provided by the bidder.

## **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/08x39877.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/08x39877.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 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 provided that all extensions together do not add up to more than (2) years. 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 180 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**

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

#### **5.15 RETAINAGE**

Not Applicable.

#### **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 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.

## **5.21 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/08x39877.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 individual auctions and must be in strict accordance with the firm, fixed prices submitted f 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.

### **5.21.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD**

Not Applicable.

## **5.22 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/08x39877.shtml>.

### **5.22.1 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.

### **5.22.2 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**

Subject to Section 2.3 below, the contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly from the work and/or materials supplied under this contract, provided (i) the State gives Contractor prompt written notice of any claim; (ii) Contractor has the right to control the defense of the litigation; and (iii) ) the State takes such actions as Contractor may reasonably request at Licensor's expense. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

#### **Limitation Of Liability**

a. Notwithstanding any provision in the contract to the contrary, 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, except as provided in subsection (b) below, shall be limited in the aggregate for the term of the contract (including any extensions) to the cost and fees associated with the auction and the actual loss to the State, DSS and Cooperative Procurement Partners, except that such limitation of liability shall not apply to the following:

1. 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 as set forth herein; and,

3. Any claim or suit based on an violation by Contractor of a third party's Intellectual Property rights.

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

## **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 and auctions 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 Evaluation Committee calculated total bid price based on the information provided on the commission fee schedule and the Price Schedule located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/08x39877.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)**

Following the opening of bid proposals, the State shall, pursuant to N.J.S.A. 52:34-12(f), negotiate one or more of the following contractual issues: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder, and/or solicit a Best and Final Offer (BAFO) from one or more bidders.

Initially, the Evaluation Committee will conduct a review of all the bids and select bidders to contact to negotiate and/or conduct a BAFO based on its evaluation and determination of the bid proposals that best satisfy the evaluation criteria and RFP requirements, and that are most advantageous to the State, price and other factors considered. The Committee may not contact all bidders to negotiate and/or to submit a BAFO.

In response to the State's request to negotiate, bidders must continue to satisfy all mandatory RFP requirements but may improve upon their original technical proposal in any revised technical proposal. However, any revised technical proposal that does not continue to satisfy all mandatory requirements will be rejected as non-responsive and the original technical proposal will be used for any further evaluation purposes in accordance with the following procedure.

In response to the State's request for a BAFO, bidders may submit a revised price proposal that is equal to or lower in price than their original submission, but must continue to satisfy all mandatory requirements. Any revised price proposal that is higher in price than the original will be rejected as non-responsive and the original bid will be used for any further evaluation purposes.

After receipt of the results of the negotiation and/or the BAFO(s), the Evaluation Committee will complete its evaluation and recommend to the Director for award that responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered.

All contacts, records of initial evaluations, any correspondence with bidders related to any request for negotiation or BAFO, any revised technical and/or price proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a contract is issued.

## **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](http://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/08x39877.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**

Not Applicable.

## **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.

# Attachment #1

## Auction Summary FY 2007

<b>Item</b>	<b>Auction ID #</b>	<b>Bid Close</b>	<b>Bid Amount</b>
State Police 32' Boat	256844	7/10/2006	\$26,050.00
Hydroguard Roofing Materials	258904	7/13/2006	\$1,256.00
24 Skids PC Product	261398	8/2/2006	\$6,250.00
Emtec Pc Product	261863	8/4/2006	\$16,025.00
24 Skids PC Product	265477	8/14/2006	\$5,025.00
24 Skids PC Product	268798	9/1/2006	\$6,305.00
24 Skids PC Product	269687	9/6/2006	\$4,800.00
Tire Casings	269780	9/13/2006	\$10.00
Durable Medical Equipment*	272220	9/15/2006	\$15,515.00
DOP PC Product	270965	9/18/2006	\$2,000.00
170 PC Systems-Parole	272827	9/29/2006	\$12,175.00
O.A.L. Mailing Machines	272831	9/29/2006	\$25.00
State Police Light Bars/Equip	273553	10/5/2006	\$6,186.00
Body Pride Boots	273595	10/5/2006	\$3,687.00
State Police Comm Gear	273754	10/5/2006	\$0.00
1,000 Pallets	276708	10/20/2006	\$620.00
Emtec Pc Product	277502	10/18/2006	\$1,875.00
24 Skids PC Product	279445	10/27/2006	\$9,225.00
DOT Auto Parts	280608	11/8/2006	\$550.00
Electronics Cabinets	284599	11/21/2006	\$0.00
24 Skids PC Product	285230	11/27/2006	\$2,580.00
State Police Comm Gear	285235	11/28/2006	\$150.00
Microspectrometer	286910	12/11/2006	\$0.00
DOT Chain Saws	286960	12/8/2006	\$377.00
DOT Auto Parts	286971	12/13/2006	\$1,100.00
32' State Police Boat	287740	12/20/2006	\$30,200.00
24 Skids PC Product	287855	12/8/2006	\$4,025.00
DOT Tire Casings	287866	12/14/2006	\$60.00
150 Wood Pallets (DOT)	287871	12/14/2006	\$10.00
Cell Phones (DOT)	288033	12/14/2006	\$10.00
950 Wood Pallets (DSS)	288042	12/13/2006	\$350.00
24 Skids PC Product	290504	12/27/2006	\$4,125.00
DOT Spreader Controllers	291486	1/2/2007	\$1,286.00
DOT Compressors	291813	1/8/2007	\$35.00
DOT Portable Truck Lift	291814	1/8/2007	\$4,625.00
DOT Car Lift	291815	1/8/2007	\$510.00

## Attachment #1

DOT Auto Parts	292057	1/10/2007	\$435.00
DOT Core Drilling Units	292058	1/10/2007	\$660.00
DOT Landscape Mowers	293735	1/22/2007	\$510.00
DOT Hopper Spreader	293935	1/24/2007	\$40.00
DOT Box Paver	293943	1/24/2007	\$0.00
DOT Auto Parts	294718	1/30/2007	\$410.00
DOT Rebuilt International Eng	295151	2/1/2007	\$300.00
DOT Rebuilt Detroit Eng	295153	2/1/2007	\$680.00
DOT Case Tractor Parts	296712	2/2/2007	\$30.00
DOT Starters & Alternators	296715	2/2/2007	\$625.00
24 Skids PC Product	298442	2/7/2007	\$2,225.00
500 Used Pallets	298872	2/12/2007	\$10.00
DOT Rebuilt Engine	298890	2/20/2007	\$250.00
24 Skids PC Product	299409	2/14/2007	\$2,913.00
DOT Tire Changer	299644	2/21/2007	\$180.00
24 Skids PC Product	300074	2/22/2007	\$4,577.00
DOT Key Seater	302667	3/12/2007	\$60.00
DOT Brake Cleaner	302873	3/21/2007	\$20.00
24 Skids PC Product	303878	3/16/2007	\$2,924.00
DOT Loader Accessories	305036	4/2/2007	\$820.00
DEP Excavator	305041	4/2/2007	\$4,130.00
24 Skids PC Product	306119	4/2/2007	\$2,876.00
DOT X-Ray Equip	307144	4/16/2007	\$24.00
DOT Auto Parts	310364	4/30/2007	\$464.00
24 Skids PC Product	321015	5/11/2007	\$3,325.00
24 Skids PC Product	323759	5/12/2007	\$1,825.00
24 Skids PC Product	340989	6/27/2007	\$6,500.00
<b>TOTAL</b>			<b>\$203,835.00</b>

## Attachment #2

Local Agencies Holding On-Line Sales		As of September 5, 2007	On-Line Service Provider
Local Contracting Unit	Date of Sale	Property Sold	
Avalon Borough	Feb-07	Municipal vehicles, public works equipment	GovDeals, Inc.
Berkeley Township	January, 2007	Police surplus equipment, unclaimed evidence items	PropertyRoom.com
Burlington County	July, 2007	Vehicles, jewelry, office and construction equipment, etc.	GovDeals, Inc.
Camden County Prosecutor	February, 2007	Seized jewelry	Audubon Auctioneers via eBay
Cape May County	January, 2007	Misc. equipment, vehicles, etc.	GovDeals, Inc.
Cape May County MUA	June, 2008	Vehicles, heavy equipment, office equipment, etc.	GovDeals, Inc.
Cherry Hill Township	July, 2004	Misc. equipment, furniture, appliances, seized vehicles, unclaimed evidence items, police & municipal vehicles	eBay
Dennis Township	March, 2007	Vehicles, heavy equipment, office equipment	GovDeals, Inc.
Dover Twp. Fire Commissioners	July, 2005	Ocean kayak, municipal vehicle; misc. tools, clothing, & equipment	eBay
Eatontown Borough	June, 2005	Ladder/Platform fire truck	eBay
Fort Lee Borough	May, 2006	Police, fire surplus equipment, unclaimed evidence items	PropertyRoom.com
Franklin Township (Somerset)	June, 2008	Vehicles, electronic equipment, furniture, etc.	GovDeals, Inc.

Freehold Borough	June, 2008	Police vehicles, bicycles, office furniture, etc.	PropertyRoom.com
Freehold Township	October, 2003	Municipal vehicles, office equipment, furniture, tractors, office equipment, unclaimed evidence items	eBay
Gloucester Twp. BOE	April, 2006	Cafeteria appliances & utensils, office equipment, etc.	eBay
Hackensack City	June, 2008	Police and municipal vehicles, office equipment, etc.	GovDeals, Inc.
Harding Township	January, 2007	Vehicles, electronic equipment	GovDeals, Inc.
Hightstown Borough	November, 2006	Municipal vehicle, public works equipment	eBay
Jackson Township	May, 2007	Municipal vehicles and other assorted surplus property	GovDeals, Inc.
Lakewood Township	February, 2005	Police surplus equipment, unclaimed evidence items	PropertyRoom.com
Linden City	September, 2006	Seized property, cell phones, electronic equipment	eBay
Linwood City	February, 2007	aluminum lettering, baby changing stations	eBay
Little Egg Harbor Township	May, 2007	Police surplus equipment, seized property	PropertyRoom.com
Manalapan Township	December, 2006	Police surplus equipment, seized property	PropertyRoom.com
Manchester Township	May, 2006	Assorted municipal surplus property	PropertyRoom.com
Meford Township	June, 2008	Fire truck	GovDeals, Inc.
Mercer County	June, 2006	Vehicles	eBay

Merchantville Borough	July, 2002	Police vehicle, fire pumper truck	eBay
Millville City	April, 2007	Assorted municipal surplus property	GovDeals, Inc.
Moonachie Borough	July, 2007	Ladder truck	GovDeals, Inc.
Moorestown Fire Dist. #2	March, 2007	Ladder truck	eBay
Morris County	July, 2007	Vehicles, office equipment, heavy equipment, etc.	GovDeals, Inc.
Mount Holly Township	August, 2006	Police ammunition equipment	eBay
Neptune Township	May, 2007	Police surplus equipment, seized property	PropertyRoom.com
North Brunswick Township	September, 2006	Seized property	eBay
North Wildwood City	July, 2007	Assorted municipal surplus property	GovDeals, Inc.
Oaklyn Borough	November, 2004	Fire truck	eBay
Ocean City	January, 2007	Vehicles, parking meters, radios	GovDeals, Inc.
Ocean Township	January, 2007	Police surplus equipment, seized property	PropertyRoom.com
Old Bridge Township	February, 2004	Video cameras, other electronics	eBay
Old Tappan Borough	September, 2003	Fire truck, pickup truck	eBay
Passaic County	February, 2007	Police surplus equipment, seized property	PropertyRoom.com
Passaic City	August, 2007	Vehicles, heavy equipment, office equipment, etc.	GovDeals, Inc.

Pt. Pleasant BOE	March, 2006	Mobile portable classroom	eBay
Rahway City	April, 2006	Vehicles, surplus police equipment & seized property	eBay
Ridgewood Village	April, 2003	Fire pumper truck	eBay
Sea Isle City	March, 2007	Assorted municipal surplus property	GovDeals, Inc.
South River Borough	February, 2007	municipal vehicles	GovDeals, Inc.
Springfield Township	April, 2004	Police vehicles	eBay
Stafford Township	May, 2007	municipal vehicles	GovDeals, Inc.
Trenton Housing Authority	September, 2005	Playground equipment	eBay
Washington Borough	October, 2005	Municipal vehicles	eBay
Washington Township (Mercer)	March, 2007	Public works vehicles and equipment	eBay
Washington Township (Morris)	June, 2007	Vehicles, heavy equipment, office equipment, etc.	GovDeals, Inc.
Weymouth Township	July, 2005	Fire truck	eBay
Wildwood City	March, 2007	Assorted municipal surplus property	GovDeals, Inc.
<b>Total: 56 as of September 5, 2007</b>			

Contractor Name: \_\_\_\_\_

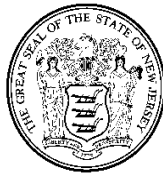
## Price Schedule

### Auctioneering Services: Internet Auctions to Sell Surplus Property

Price Line	Item	Price per Auction	Estimated Number of Auctions *	Total
1	<u>Price per Auction</u> – (Listing Fee) This is a minimum price per auction that the contractor will be paid once an auction item is listed on the auction web site, regardless if there is a completed sale or not.**	\$_____	189	\$_____
2	<u>Commission Fee Schedule</u> – The bidder shall attach its commission fee schedule that details the percentage commission fee that will be charged after each completed sale on the sale price. The Evaluation Committee will apply that commission fee schedule to the auctions listed in Attachment #1 and develop a commission total price for one year. That one year price will be multiplied by three to develop a three year commission price and that three year commission price will be added to the total price above to develop a total bid price. The total bid price will be used for bid evaluation purposes. No price or fee will be accepted other than a price per auction (listing fee) and a percentage commission fee schedule.			

\* Estimated quantities are for bidding and bid evaluation purposes only and are estimated for the entire 3 year contract term. The contractor shall be paid based on the actual number of auctions and the actual final sale prices over the term of the contract.

\*\* If the bidder does not charge a listing fee, the bidder must insert a zero (\$0.00) bid on the price per auction line. If the price per auction line is left blank, the bidder may be determined to be non-responsive.



# 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*

MICHELLENE DAVIS  
*Acting State Treasurer*

October 4, 2007

To: All Interested Bidders

Re: **RFP # 08-X-39877**  
**AUCTIONEERING SERVICES: INTERNET AUCTIONS TO SELL SURPLUS PROPERTY**

Bid Due Date: **November 14, 2007** (2:00 p.m.)

## **ADDENDUM #1**

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

Part 1: Answers to questions.

Part 2: Additions, deletions, clarifications and modifications to the RFP

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**

**AUCTIONEERING SERVICES: INTERNET AUCTIONS TO SELL SURPLUS PROPERTY  
Bid Number 08-X-39877**

**Answers to Questions**

Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section where applicable.

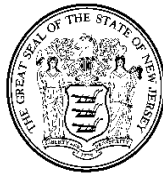
#	Page #	RFP Section Reference	Question	Answer
1	13	3.0	What is the anticipated scope of this project?	See section 3.0 of the RFP. Go to the website, <a href="http://www.state.nj.us/treasur y/purchase/bid/summary/08x39877.shtml">http://www.state.nj.us/treasur y/purchase/bid/summary/08x39877.shtml</a> and download the document titled "RFP Text". The scope of work is specified in Section 3.0 starting on page 13.
2	13	3.0	What technology is being requested?	See the answer to question #1. The contractor must supply technology that can perform the work as specified.

**PART 2**

**AUCTIONEERING SERVICES: INTERNET AUCTIONS TO SELL SURPLUS PROPERTY  
Bid Number 08-X-39877**

**Additions, Deletions, Clarifications and Modifications to the RFP**

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
			None



# 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*

MICHELLENE DAVIS  
*Acting State Treasurer*

October 9, 2007

To: All Interested Bidders

Re: **RFP # 08-X-39877**  
**AUCTIONEERING SERVICES: INTERNET AUCTIONS TO SELL SURPLUS PROPERTY**

Bid Due Date: **November 14, 2007** (2:00 p.m.)

## **ADDENDUM #2**

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

Part 1: Answers to questions.

Part 2: Additions, deletions, clarifications and modifications to the RFP

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**

**AUCTIONEERING SERVICES: INTERNET AUCTIONS TO SELL SURPLUS PROPERTY  
Bid Number 08-X-39877**

**Answers to Questions**

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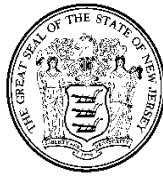
#	Page #	RFP Section Reference	Question	Answer
3	19 37 Form	4.4.3.3 7.1.2 Source Disclosure Form	<p>We are a registered NJ small business organization. We have a branch office in India.</p> <p>Kindly let us know if it is legal to execute the contract in our branch office in India.</p> <p>If legal, are there any additional documents to be provided.</p>	<p>As part of the bid submission process, bidders must submit a source disclosure form. As noted in section 7.1.2.2 of the RFP, bidders must disclose where services will be performed and provide justification why the services cannot be performed in the United States. The Director of the Division of Purchase and Property must determine if there is sufficient justification to perform work outside of the United States and then seek approval from the State Treasurer to allow the services to be performed outside of the country.</p>

**PART 2**

**AUCTIONEERING SERVICES: INTERNET AUCTIONS TO SELL SURPLUS PROPERTY  
Bid Number 08-X-39877**

**Additions, Deletions, Clarifications and Modifications to the RFP**

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
			None



# 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*

MICHELLENE DAVIS  
*Acting State Treasurer*

October 10, 2007

To: All Interested Bidders

Re: **RFP # 08-X-39877**  
**AUCTIONEERING SERVICES: INTERNET AUCTIONS TO SELL SURPLUS PROPERTY**

Bid Due Date: **November 14, 2007** (2:00 p.m.)

## **ADDENDUM #3**

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

Part 1: Answers to questions.

Part 2: Additions, deletions, clarifications and modifications to the RFP

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**

**AUCTIONEERING SERVICES: INTERNET AUCTIONS TO SELL SURPLUS PROPERTY  
Bid Number 08-X-39877**

**Answers to Questions**

Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section where applicable.

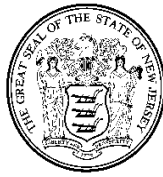
#	Page #	RFP Section Reference	Question	Answer
4	5	1.2	<p>My Question refers to Section 1.2 (Background)</p> <p>Quote from second paragraph: "The awarded contractor will be used for all new internet auctions starting 30 days after contract award."</p> <p>Does this mean that new auctioning service should be ready within 30 days of the contract award?</p>	<p>Yes. However, the bidder should review section 4.4.5.6 on page 22. The State is looking for a bidder with experience as specified and a web site the Evaluation Committee can review during bid evaluation.</p>
5	13	3.1.2	<p>This refers to Section 3.1.2. "Independent contractor hosting of the auction system."</p> <p>Our question is: "Are we allowed to host the auction system on commercial shared hosting servers like Godaddy, Register.net etc.?"</p> <p>Or is it so that the hosting server be hosted at the contractor premises itself?</p>	<p>The contractor should be the host of the servers. See the answer to question #4 above.</p>

**PART 2**

**AUCTIONEERING SERVICES: INTERNET AUCTIONS TO SELL SURPLUS PROPERTY  
Bid Number 08-X-39877**

**Additions, Deletions, Clarifications and Modifications to the RFP**

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
None			



# State of New Jersey

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P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE  
*Governor*

MICHELLENE DAVIS  
*Acting State Treasurer*

October 23, 2007

To: All Interested Bidders

Re: **RFP # 08-X-39877**  
**AUCTIONEERING SERVICES: INTERNET AUCTIONS TO SELL SURPLUS PROPERTY**

Bid Due Date: **November 14, 2007** (2:00 p.m.)

## **ADDENDUM #4**

The following constitutes Addendum #4 to the above referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions.

Part 2: Additions, deletions, clarifications and modifications to the RFP

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**

**AUCTIONEERING SERVICES: INTERNET AUCTIONS TO SELL SURPLUS PROPERTY  
Bid Number 08-X-39877**

**Answers to Questions**

Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section where applicable.

#	Page #	RFP Section Reference	Question	Answer
6	NA	Subcontractor Set Aside Forms	<p>The RFP states that the Prime Contractor must make a good faith effort to utilize certified New Jersey small businesses as sub-contractors whenever feasible to perform work required by this contract. Our system software is 100% web-based and all the State of New Jersey needs to use our Internet Auction service is access to the internet through a common web browser. This operation neither requires, nor admits to, any outside assistance whatsoever. The only major ancillary service is training state employees to use our Internet Auction services. This process takes just about four hours and is accomplished by our experienced staff. Our operational model provides that any subsequent training required by the State is done by our Help Desk located in Nashville, Tennessee. This is accomplished via telephone, internet, or on-site visits, as needed. Thus, and regrettably, there is no need for sub contractors.</p> <p>Based on the foregoing, I assume we will not be penalized for not utilizing sub contractors. Is this a correct assumption?</p>	<p>If the bidder does not intend to utilize subcontractors, it should complete and submit the "Notice of Intent to Subcontract form" and check off where it says "I do not intend to engage subcontractors"</p> <p>Bidders are not required to have subcontractors.</p>
7	13	3.1.2 Addendum #3 Question #5	<p>Our web and database servers are co-located with an Internet Service Provider. Should we include the Internet Service Provider as a subcontractor in our RFP response?</p>	<p>If you are subcontracting with another firm to "host" the hardware that runs your auction system, you should disclose that by completing the "Notice of Intent to Subcontract Form" and the "Subcontractor Utilization Plan" form. See question #5 in Addendum #3.</p> <p>Independent contractor hosting of the auction system</p>

#	Page #	RFP Section Reference	Question	Answer
				means that there is no interaction with or dependence on the State computer hardware systems to run the auction system. The bidder may subcontract that function as long as that subcontract is disclosed in the bid proposal.

**PART 2**  
**AUCTIONEERING SERVICES: INTERNET AUCTIONS TO SELL SURPLUS PROPERTY**  
**Bid Number 08-X-39877**

**Additions, Deletions, Clarifications and Modifications to the RFP**

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
			None