

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY REQUEST FOR BIDS

WRITTEN TRANSLATION SERVICES

SMALL BUSINESS SET-ASIDE OPPORTUNITY

(Reference RFB #2014-RFB-059-HM)

1. PURPOSE AND INTENT:

The New Jersey Economic Development Authority (“Authority”) is seeking “*Bid Quotations*” for **English to Spanish Written Translation Services of document(s) and material(s)**. Bidders should refer to “**Section 3 - Translation Service Specifications**” for additional information.

It is the **intent of the Authority to award a one (1) year Price Agreement to supply English to Spanish Written Translation Services of document(s) and material(s) to support the various Stronger NJ Recovery & Rebuilding initiative administered by the Authority (the “Work”)**. No increases may be made to the prices stated on the Bidder’s Bid Quotation throughout the term of the Price Agreement, or any extensions thereto. Interested Bidders should refer to “**Section - 17 Award**” of this “*Request for Bids*” (RFB) for additional information.

Notwithstanding the expiration or termination of the Agreement, the Authority reserves the right, in its sole discretion, to extend the Agreement on a month-to-month basis beyond expiration or termination, until a replacement source is procured.

SMALL BUSINESS SET-ASIDE OPPORTUNITY: Pursuant to the provisions of N.J.S.A. 52:32-17 and N.J.A.C. 17:13, the Authority has designated this as a Set-Aside bidding opportunity for Small Businesses. As such, only those Bidders that meet statutory and regulatory requirements and have had their eligibility determined by the State of New Jersey- Department of Treasury- Division of Revenue & Enterprise Services- Business Services Bureau are eligible to submit a bid in response to this Request for Bids (RFB).

The **Bidder shall submit proof of its current registration as a qualifying Small Business with the Division of Revenue & Enterprise Services, Business Services Bureau in the form of a copy of its valid SBE Certificate WITH the bid.** Failure to do so shall deem the bid materially non-responsive and therefore shall be rejected.

Only those firms registered as an SBE and which provide proof thereof in the Bid Quotation are eligible to respond to this solicitation. **Application and registration requirements are posted on the internet at <http://www.nj.gov/njbusiness/contracting/sbsa/> or by contacting the Business Services Bureau at the address below.**

State of New Jersey
Department of the Treasury
Division of Revenue & Enterprise Services
Business Services Bureau
P.O. Box 026
Trenton, NJ 08625-0026
609-292-2146

2. BACKGROUND:

The New Jersey Economic Development Authority (“Authority”, “EDA”), which was established to promote economic and urban development in the State, is an independent instrumentality of the State of New Jersey.

The Authority is a state financing and economic development agency that offers financing assistance to for-profit businesses and non-profit organizations, access to Small Business services and real estate development assistance. In addition, it plays a key role in implementing major development projects, by

providing site selection services, as well as a full range of real estate development services, from assembling land and structuring financing to overseeing building construction. This full-service approach produces considerable financing advantages and cost benefits that make it easier and more affordable for companies to locate and stay in New Jersey. The Authority can assist credit-worthy businesses that need facilities for manufacturing, distribution or research; developers of projects involving office, retail, entertainment and hotel uses; and governmental entities requiring new or renovated facilities.

Since its inception in 1974, the New Jersey Economic Development Authority has provided just over \$41.5 billion dollars in assistance, to over 12,200 projects. These projects have created an estimated 365,562 jobs within the State. In 2013, the Authority provided over \$1.2 billion dollars in assistance to over two hundred thirteen (213) projects and created more than 5,300 new full-time jobs and 9,400 construction jobs. The New Jersey Economic Development Authority has developed approximately 9.25 million square feet of new and improved space, valued at more than \$1.3 billion dollars.

3. TRANSLATION SERVICE SPECIFICATIONS:

When preparing its Bid Quotation, the Bidder shall consider the following requirements as the minimum requirements of the performance against the resulting Price Agreement.

A. METHODOLOGY for CONVEYING DOCUMENTS

The Authority's Designated Staff Member shall provide the successful Bidder ("Vendor") with the document(s) to be translated along with the designation of whether the request is to be considered expedited or routine, as defined herein. The Authority's Designated Staff Member shall also provide the Vendor with the required deadline due date for completion. Translation documents will typically be provided in Microsoft Word Version 7.0, Microsoft Excel Version 7.0, Adobe Acrobat Version 8.0 .pdf and / or .tiff file format. All documents shall be delivered by the Vendor in Microsoft Word Version 7.0 or Microsoft Excel Version 7.0 format, as appropriate and specified by the Authority's designated staff requestor.

B. METHODOLOGY for VENDOR PROCESSING and HANDLING of DOCUMENTS

On a case by case instance, the Authority's Designated Staff Member will provide the Vendor with document(s) to be translated, as well as a deadline / completion due date. The Vendor shall provide a quotation with a confirmed "word count" and deadline / completion due date. **For purposes of this RFB, the Work shall be quoted / priced based on the number of words (i.e., word count) in English provided on the original document.** Acronyms shall not be included in the word count (i.e. NJEDA in lieu of New Jersey Economic Development Authority) since no translation is required.

Upon receipt, the Vendor shall immediately advise the Authority's Designated Staff Member of any circumstance or event that may result in a delay in meeting the required deadline / completion due date. The Vendor shall provide a written quotation to include English word count, price and confirmed deadline / completion due date.

The Vendor shall provide English to Spanish written translation of Authority-provided document(s) upon request by the Authority's Designated Staff Member. The Vendor shall be capable of receiving documents via facsimile, e-mail or other electronic means (i.e. .pdf or flat files, standard word processing languages, etc.), U.S. Postal Service or courier delivery. The typical delivery is expected to be by e-mail, facsimile or other electronic means. The Vendor shall immediately inform the Authority's Designated Staff Member of any translation request it cannot completely satisfy within the due date deadline indicated.

The written translated document(s) shall be provided to the Authority in the electronic format specified by the Authority (i.e. Microsoft Word Version and / or Microsoft Excel Version 7.0, file format). This shall include any graphic files that require translation. The Authority's Designated Staff Member shall indicate a preferred method of document delivery on an individual project basis, typically via return e-mail.

C. QUALITY ASSURANCE / REFINEMENTS / CORRECTIONS

The Vendor shall ensure that each translator conducts him / herself in a professional manner to perform the Work, and is appropriately trained, fluent in Spanish (both written and spoken) and capable of accurately conveying information in both Spanish and English. The Vendor shall also ensure that translators have fundamental knowledge in both English and Spanish of any specialized terms or concepts particular to the Authority (i.e., predominantly financial terms relative to loans and financing). The Authority may supply a glossary of terms which are specific to the Authority or the Work; however, this will not be the norm.

The Vendor shall ensure that document(s) are translated at the same reading level of the source text unless directed otherwise by the Authority. The Vendor shall ensure that each translated document is consistent in format, context and meaning and maintains the accuracy of the original document(s).

The Authority reserves the right to accept the translations as submitted or to request further editing until final approval is given by the Authority. Any such refinements and/or corrections shall not incur additional charges, unless they are the result of an Authority-requested change or error.

The Bidder shall submit a written protocol with its bid that details its plan to ensure the accuracy of the translation services. The written protocol shall outline the quality procedures in place, such as proofreading by another staff member who is technically qualified to ensure accuracy of the translation. In addition, the Vendor shall develop a log, subject to the approval of the Authority, to monitor its compliance in meeting deadlines for completion of translation services. The log shall be presented to the Authority upon request, via e-mail, at no charge.

D. PROOFING / EDITING

The Vendor shall provide a written justification for any and all stylistic or material changes it suggests to the Authority. Basic grammar and punctuation may be added, without justification, however changes to word choice and adjustments to major blocks of text or content must be accompanied by the Vendor's rationale. It may be necessary for the Vendor to offer explanations based on the intended audience, original source text or even the nature of a specific Spanish dialect. The Authority, in its sole discretion, shall determine whether such changes / edits are appropriate.

E. CONFIDENTIAL INFORMATION of the AUTHORITY

The Vendor shall, at all times, in performance of this contract, ensure that it maintains Authority-supplied documents in a confidential manner. Compliance with this requirement shall include, but need not be limited to, the erasure and deletion of all personal, confidential information that may be contained on all personal computers and their drives prior to disposal, or any other disposition that may be required, of such informational technology equipment in accordance with the requirements set forth by the US Department of Defense (DoD) 5220.22-M Standard. NO EXCEPTIONS.

In connection with performing the Work, the Vendor, its employees and subconsultant firms, if any, may receive, review and become aware of proprietary, personnel, commercial, marketing and financial information of the Authority, its employees, members, borrowers and business associates that is confidential and / or proprietary in nature ("*Confidential Information*"). All information gathered, obtained and viewed during the performance of the Work shall be deemed Confidential Information. The Vendor agrees that the use and handling of *Confidential Information* by the Vendor, its employees and subconsultant firms, if any, shall be done in a responsible manner and solely for furtherance of the Work. Other than to its employees and subconsultant firms, if any, who have a need to know *Confidential Information* in connection with performance of the Work, the Vendor agrees not to disclose any *Confidential Information*, without the prior written consent of the Authority. The Vendor shall be responsible to assure that its employees and subconsultant firms, if any, do not disclose any *Confidential Information* without the prior written consent of the Authority. The Vendor shall inform each of its employees and subconsultant firms, if any, that receives any *Confidential Information* of the requirements of this section of the RFB and shall require each such employee and subconsultant firms, if any, to comply with such requirements.

Notwithstanding the foregoing, the term *Confidential Information* shall not include information which: (i) is already known to the Vendor, its employees and subconsultant firms, if any, from sources other than the Authority; (ii) is or becomes generally available to the public other than as a result of a disclosure by the Vendor, its employees and subconsultant firms, if any, or (iii) is required to be disclosed by law or by regulatory or judicial process.

F. RETURN of DOCUMENTS

The Vendor shall return all original Authority-provided document(s), as well as the translated version of the document(s), to the Authority by the required deadline / completion due date. The Vendor shall e-mail an electronic version of the English to Spanish translated document(s) to the Authority in Microsoft Word Version 7.0 or Microsoft Excel Version 7.0 format. **A “Delivered” and “Read” e-mail receipt shall be required to ensure receipt by the Authority.**

G. DEADLINE / COMPLETION DUE DATE INTERVALS:

On a project-by-project basis, the Authority will determine and specify its completion due date interval(s) for the specific translation assignment, as described below. For most orders, **it is expected that the Vendor will be required to provide the requisite English to Spanish Written Translation Services within two (2) business days of submission by the Authority.** This two (2) business days deadline for completion shall be considered “Standard Delivery” turnaround time.

There are instances, however, in which the Vendor may be required to provide Translation Services, in a shorter time interval. The Bidder should note that there is also the possibility that the Work may be required outside of normal business hours which, for the purposes of this RFB, are defined as Monday through Friday, between the hours of 8:00 AM and 5:00 PM, to achieve an expedited deadline. Any costs associated with working outside of these “normal business hours” as defined herein, shall be included in the Bidder’s per word unit price for the delivery interval specified, since no additional compensation will be given for work performed outside normal business hours beyond that stated in the Bid Quotation Form. The Vendor must be capable of accommodating all of the time intervals listed below when requested by the Authority.

The Vendor shall deliver as follows:

- Standard Delivery – Two (2) Business Days
(normal business hours, 8:00 AM-5:00 PM Monday-Friday)
- Expedited Delivery – One (1) Business Day
(normal business hours, 8:00 AM-5:00 PM Monday-Friday)
- Urgent Delivery – within Twelve (12) Hours
(normal business hours, 8:00 AM-5:00 PM Monday-Friday)
- Same Day Delivery – within Four (4) Hours
(normal business hours, 8:00 AM-5:00 PM Monday-Friday)
- Urgent Delivery – Outside Normal Business Hours within Twelve (12) Hours
(after 5:00 PM – before 8:00 AM Monday-Friday or on weekends)

H. OWNERSHIP of MATERIALS / DOCUMENTS

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 Authority and shall be delivered to the Authority upon thirty (30) days notice by the New Jersey Economic Development Authority.

I. REPLACEMENT / BACK-UP / ADDITIONAL STAFF

Prior to responding to this solicitation and submitting its bid, the Bidder shall ensure that it has adequate technically qualified “replacement/back-up / additional staff”, fluent in Spanish and capable of providing the requisite English to Spanish translation services to accommodate multiple documents simultaneously, and possibly at the same required deadline / completion due date. Failure to meet three (3) required deadlines / completion due dates, shall be considered reason for termination of the contract for cause.

The Vendor shall provide qualified replacement staff during sick, emergency and vacation time **at no additional cost to the Authority.** Bidders should note that any replacement staff used during illness, vacation or personal emergencies are subject to all professional qualifications and requirements included in this RFB and indicated herein. No project deadlines, due dates or meetings are to be cancelled or rescheduled due to Vendor’s staff vacations, personal absence or illness.

4. PRICING:

Recognizing that translation from English to Spanish is not a direct, one-to-one correlation, the Vendor shall be compensated and paid based on the number of words in the original, English language document, provided by the Authority.

The Bidder shall indicate on the Bid Quotation Form (reference Exhibit R); a **firm unit price per word** for each of the time intervals indicated, as well as a minimum fee (if applicable) for documents which are less than a minimum number of words, as specified in the Bid Quotation Form.. **The Bidder shall indicate on the space provided on the Bid Quotation Form, the number of words required on a document to be translated, to avoid the minimum.**

Partial bids will not be accepted. The Bidder must submit pricing for all time intervals listed on the Bid Quotation Form.

Additionally, the Authority will not provide additional compensation for meals, beverages, mileage, tolls, gasoline or other such expenses.

All prices shall remain firm throughout the term of the Price Agreement and any extensions thereto.

5. FAILURE to PERFORM / RESPOND to EMERGENCY SERVICE NEEDS:

In the event the Vendor fails to accommodate the Authority’s specified deadline / completion due date and / or its need for after-hours work on three (3) or more instances; the Vendor will be considered to be non-responsive to the needs of the Authority. As such, the Authority may terminate the contract for cause.

6. VENDOR RESPONSIBILITIES:

The Vendor, in the performance of the Work, will be bound by the following:

A. NEWS RELEASES / ADVERTISING:

The Vendor shall not make reference to the New Jersey Economic Development Authority in any advertisements or news releases or list the Authority as a client reference, without the prior written consent of the New Jersey Economic Development Authority’s Designated Contract Manager. NO EXCEPTIONS.

Further, the Vendor shall not use the State of New Jersey’s nor the Authority’s names, logos, images, or any data or results arising from this Price Agreement, as a part of any commercial advertising without first obtaining the prior, written consent of the New Jersey Economic Development Authority’s Designated Contract Manager. NO EXCEPTIONS.

B. AUTHORITY'S OPTION to REDUCE or EXPAND SCOPE of PRICE AGREEMENT or to TERMINATE:

The resulting Price Agreement is a requirements contract; that is, the Authority will utilize the resulting Agreement on an “**as needed**” basis. There is no guarantee on the part of the Authority as to the extent the agreement will be utilized.

Should the Authority find it is no longer in need of the specified product(s) and / or service(s), the Authority, in its sole discretion, shall have the right to cancel such product(s) and / or service(s) without assessment of penalty or cancellation fees by the Vendor. The Authority reserves the right to reduce or expand the requirements of this RFB and subsequent resulting Price Agreement or terminate the Price Agreement in its entirety. In such an event, the Authority shall provide seven (7) days advanced written notice to the Vendor.

Upon receipt of such written notice, and within five (5) business days, the Vendor shall submit to the Authority an itemization of the Work already completed. The Vendor shall be compensated for the Work according to the applicable portions of its Bid Quotation (reference **Exhibit R**).

In the event the Authority issues a stop order, thereby directing the Vendor to suspend work under the Price Agreement for a specified time, the Vendor shall be paid until the effective date of the stop order. The Vendor shall resume work upon the date specified in the stop order or upon such other date as the Authority's Director – Internal Process Management may thereafter direct, in writing. The period of suspension shall be deemed added to the Vendor's approved schedule of delivery performance. The respective Authority Director and the Vendor shall negotiate an equitable adjustment, if any, to the Price Agreement cost.

7. INVOICING / PAYMENT:

The Vendor shall provide monthly invoice(s) addressed to the attention of the Authority's Designated Staff Member. **Invoices shall be sent electronically, via e-mail in an Adobe .pdf format to itsinvoices@njeda.com.**

The Authority reserves the right to require additional documentation, as may be needed to process payment. The Authority will make payment to the Vendor following receipt of and approval of all non-disputed invoices and supporting documentation, in accordance with the Prompt Payment Act (N.J.S.A. 52:32-32 et seq.). At a minimum, invoices submitted for payment must include the following:

- Location serviced (including name, street address, city, state and zip code)
- Designated Staff Member that supplied the document(s)
- Document description & sample of document translation
- Unit price per word (fully loaded to include all costs, expenses, overhead & profit)
- Number of words per document
- Minimum charge (if minimum number of words is not met)
- Total Price
- Copy of original quotation for the specific translation
- Any additional documents as may be required to allow the Authority to process payment

8. INSURANCE:

The Vendor shall procure and maintain, at its own expense, liability insurance for damages of the kinds and in the amounts hereinafter provided, from insurance companies licensed, admitted and approved to do business in the State of New Jersey. The Vendor shall obtain this coverage from A VII or better-rated companies as determined by A.M. Best Company. All liability insurance policies shall afford coverage on an occurrence rather than claims made basis with the exception of the professional liability coverage. The types and minimum amounts of insurance required are as follows:

a) Commercial General Liability Insurance

The minimum limits of liability for this insurance shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate and cover liability based on property damage, death and bodily injury.

The Commercial General Liability Insurance policy shall name the Authority and as additional insured. The coverage to be provided under this policy shall be at least as broad as the standard, basic, unamended and unendorsed commercial general liability policy and shall include contractual liability coverage.

b) Workers' Compensation and Employers' Liability

Workers' Compensation Insurance shall be provided in accordance with the requirements of the laws of this State and shall include an endorsement to extend coverage to any State, which may be interpreted to have legal jurisdiction. Employers' Liability Insurance shall also be provided in an amount acceptable to the Authority.

c) Reserved

Not applicable to this RFB.

Certificates of Insurance acceptable to the Authority in respect to each of the aforementioned policies shall be filed with the Authority, prior to commencement of providing goods and / or services against the Price Agreement. These Certificates shall contain a provision that coverages afforded under the policies will not be reduced or canceled unless at least thirty (30) days prior written notice has been given to the Authority. The Vendor shall notify the Authority, in writing, within forty-eight (48) hours, of any changes made to policies, which affect the Authority.

Within no more than ten (10) calendar days of receiving notice of the Authority's Conditional Notice of Award indicating its intent to award a Price Agreement, the successful Bidder shall submit evidence of actual, valid insurance coverages, naming the Authority as an additional insured, for the types of insurance and amounts indicated herein and in the Authority's Standard Terms and Conditions Rev 05 (10-22-12), Section #64. The Certificates of Insurance supplied by the successful Bidder are subject to the final approval of the Authority. Failure to provide acceptable forms of insurance may be cause for rejection of the Bid Quotation.

If the selected Bidder fails to provide complete and adequate evidence of insurance coverage, within said ten (10) calendar days period, the Authority reserves the right to rescind its offer and award the Price Agreement to an alternate Bidder.

9. COMPLIANCE:

Bidders are directed to refer to Attachment A – Compliance for detailed information regarding mandatory compliance documents to be submitted with the bid, as well as those to be submitted prior to Price Agreement execution.

~ IMPORTANT NOTICE regarding COMPLIANCE and INSURANCE REQUIREMENTS ~

Bidders should note that it is the successful Bidder's / Vendor's responsibility to maintain in good order, valid and up-to-date compliance (i.e. BRC, P.L. 2005, c.51 Political Contributions and Ownership Disclosure (if applicable), Affirmative Action (i.e. Certificate of Employee Information Report), etc.) Disclosure of Investment in Activities in Iran, P.L. 2005 c.271 Vendor Certification and Political Contribution and Disclosure Form and insurance requirements of this RFB and the resulting contract, throughout the term of the contract and any extensions thereto.

Failure to do so may be cause for immediate cancellation of the contract.

IMPORTANT

Interested Bidders should note that the following COMPLIANCE documents **MUST** be submitted **WITH THE BID QUOTATION**:

1. Source Disclosure (**Exhibit G**)
2. Ownership Disclosure Form (**Exhibit P**)
3. Disclosure of Investment in Activities in Iran (**Exhibit Q**)

These three (3) documents **MUST** be submitted **WITH THE BID QUOTATION**.

In the interest of time, Bidders are requested to submit ALL compliance documentation WITH the Bid Quotation response.

10. TAX EXEMPT STATUS:

As an instrumentality of the State of New Jersey, the New Jersey Economic Development Authority is tax exempt. When preparing the Bid Quotation Form (**Exhibit R**), as well as submitting invoices for payment, the successful Vendor shall not include federal or state sales tax. The successful Vendor shall not charge, nor be reimbursed for tax.

11. APPLICABLE TERMS AND CONDITIONS:

The New Jersey Economic Development Authority's "Standard Terms and Conditions" (revision 5 (dated 10-22-12) (reference **Exhibit N**) shall apply to all contracts, purchase agreements and / or purchase orders issued by the New Jersey Economic Development Authority in relation to the goods and / or services required of this Request for Bids. These Standard Terms and Conditions are in addition to the terms and conditions stated herein and should be read in conjunction with them, unless the RFB language specifically indicates otherwise. In the event there is a conflict between the Authority's Standard Terms and Conditions and those contained in this Request for Bids; the terms and conditions contained herein shall prevail. **The Bidder should not submit its own Standard Terms and Conditions with its bid as a condition of doing business with the Authority, as these shall not be considered.**

12. QUESTIONS:

Questions concerning this RFB, may be submitted, **in writing, via e-mail**, to Holly Morgan, Procurement Specialist, at hmorgan@njeda.com and **must be received at or before 4:00 PM (EST), on Tuesday, June 10, 2014.** Phone calls / faxes shall not be accepted.

The subject line of the e-mail should state:

"QUESTIONS – 2014-RFB-059-HM – English to Spanish Written Translation Services"

All questions and answers will be distributed to all prospective Bidders to whom the RFB was sent, as well as any other interested Bidder, who has requested a copy of the RFB, via broadcast e-mail.

Interested parties are encouraged to frequently check e-mail for any updates, additional information and / or addenda pertaining to this RFB, as well as, Questions and Answers.

13. ADDENDUM / QUESTIONS & ANSWERS:

There are no designated dates for release of addenda or issuance of Questions & Answers for this RFB. Interested Bidders should check e-mail frequently, from the date and time the Request for Bids is issued, up to and including the due date and time of the bid opening. **It is the sole responsibility of the Bidder to be**

knowledgeable of and acknowledge all individual addenda and Questions & Answers issued, regarding this RFB, on the “Acknowledgment of Receipt of Addenda / Q&A” form (reference Exhibit M).

All addenda, as well as Questions & Answers to the original RFB, will become part of this RFB and will be incorporated by reference, in the final contract, price agreement and / or purchase order resulting from this solicitation. **Bidders should acknowledge receipt of each individual addenda and each sequentially numbered Questions & Answers** issued for this RFB, by completing the Acknowledgment of Receipt of Addenda / Q&A form. Bidders should list EACH addendum and EACH sequentially numbered Questions & Answers issued for this RFB, separately. The Bidder should initial and date each entry on the form, sign it and **submit the Acknowledgment of Receipt of Addenda / Q&A form with the Bid Quotation**. A bid cannot be reviewed and evaluated, unless and until the Bidder has correctly completed, signed and submitted the Acknowledgment of Receipt of Addenda / Q&A form (reference Exhibit M).

EACH addendum and EACH sequentially numbered Questions & Answers issued MUST be individually listed and acknowledged on the form. Each entry on the form must be initialed and dated with the date referenced in the addendum or Q & A document, as it was issued.

(NOTE: When completing the Acknowledgment of Receipt of Addenda / Q&A form, the column in the grid area labeled “Dated” refers to the date each addendum or Questions and Answers document was issued; not the date the Bidder is executing the form.

14. **SUBMISSION DUE DATE:**

Bid Quotations shall be received via e-mail to hmorgan@njeda.com at or before 3:00 PM (EST), on Tuesday, June 17, 2014.

The Bidder shall submit via e-mail or US Postal Service:

- one (1) signed original of the completed Bid Quotation Form
- one (1) copy of the signed original completed Bid Quotation Form
- evidence of its valid registration as a Small Business Enterprise (SBE) with the Department of the Treasury - Division of Revenue & Enterprise Services - Business Services Bureau
- all required Compliance documentation, as indicated herein

IMPORTANT:

Interested Bidders should note that the following COMPLIANCE documents **MUST** be submitted **WITH THE BID QUOTATION:**

1. Source Disclosure Certification Form (*Exhibit G*)
2. Ownership Disclosure Form (*Exhibit P*)
3. Disclosure of Investment in Activities in Iran (*Exhibit Q*)

These three (3) documents **MUST** be submitted **WITH THE BID QUOTATION.**

In the interest of time, Bidders are requested to submit ALL compliance documentation WITH the Bid Quotation response.

Bid Quotation Forms and all supporting documentation as may be required (i.e. compliance, alternate brand specifications marked to show differences), **shall be e-mailed to Holly Morgan**, Procurement Specialist at hmorgan@njeda.com or sent via US Postal Service. Bidder should reference **REF #2014-RFB-059-HM – Translation Services** in the subject line of the e-mail. **Due Date: Tuesday, June 17, 2014, at or before 3:00 PM (EST).**

IMPORTANT NOTE: Bids shall not contain URLs (Uniform Resource Locators, i.e. the global address of documents and other resources on the World Wide Web) or web addresses intended as a substitute / alternate form of submitting requisite information, in response to this Request for Bids. Since the World Wide 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. Inclusion of a URL or web address in lieu of submitting actual hard copy as required herein will render the proposal materially non-responsive.

NOTE: The Bidder shall indicate its pricing, for each delivery interval indicated on the Bid Quotation Form, specify its standard delivery interval and SIGN the form in INK.

15. HOLDING PRICES FIRM:

Bidders shall hold their Quotation prices firm for a period of thirty (30) days, to accommodate the Authority's evaluation and award processes.

16. TERM OF CONTRACT:

It is the intent of the Authority to **award a one (1) year Price Agreement for English to Spanish Written Translation Services to one (1) firm.** Prices shall remain firm and no increases will be allowed to the prices stated on the Vendor's Bid Quotation Form throughout the term of the Price Agreement or any extension thereto. The Bidder should refer to Section 17 - "Award" for additional information.

Notwithstanding the expiration or termination of the Agreement, the Authority reserves the right, in its sole discretion, to extend the Agreement on a month-to-month basis beyond the expiration or termination until a replacement source is procured for these services.

17. AWARD:

The resulting Price Agreement is a requirements contract; that is, the Authority shall utilize the resulting Agreement on an "**as needed**" basis. There is no guarantee on the part of the Authority as to the extent the agreement will be utilized.

It is the intent of the Authority to **award a one (1) year Price Agreement for English to Spanish Written Translation Services to a well-qualified firm registered with the State of New Jersey- Department of Treasury- Division of Revenue & Enterprise Services- Business Services Bureau as a Small Business Enterprise (SBE). Prices shall remain firm and no adjustments will be made to the prices stated on the Bid Quotation Form, throughout the term of the Price Agreement.**

To ensure that all bids are evaluated fairly and equitably, and since Bidders may quote varying prices for the expedited delivery intervals, **the Authority intends to issue this award to the lowest responsive Bidder, based on the one (1) year total out-of-pocket cost for all items shown on the attached Bid Quotation Form (reference Exhibit R) based on a quantity of one (1) each. Bidders must note that **partial or incomplete bids shall not be considered.** The Bidder shall offer pricing for all items indicated herein. **NO EXCEPTIONS.****

In reviewing 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 will be resolved in favor of the corrected sum of the column of figures.

In the event of a tie bid, the tie will be broken based on the following, in the order listed:

- i. history of the Bidder's performance (if applicable);
- ii. delivery advantage (i.e. shorter delivery interval quoted or closer proximity to Authority site);
- iii. Vendor has a business presence in New Jersey, thereby creating employment within the State

Award of a Price Agreement outlined in this RFB will be subject to the selected firm entering into a form of contract satisfactory to the Authority. Bidders should refer to the specimen form of “New Jersey Economic Development Authority Price Agreement”, attached to this RFB as **Exhibit L**.

18. TERMINATION / CANCELLATION:

The Authority, in its sole discretion, may cancel the Price Agreement at any time, without material cause, upon seven (7) days advanced written notice to the Vendor. In such event, absent a default on the part of the Vendor, the Vendor shall be entitled to compensation for all goods and / or services properly provided to the Authority pursuant to the Price Agreement, prior to such termination.

19. OPEN PUBLIC RECORDS ACT:

Respondents should be aware that responses to this RFB will be available, upon request, for public inspection. The Authority, as an instrumentality of the State of New Jersey, is subject to the *New Jersey Open Public Records Act (N.J.S.A. 47:1A-1)* and *New Jersey Right-to-Know* statutory law and relevant case law.

In addition, pursuant to Executive Order No. 125, signed by Governor Christie on February 8, 2013, the Office of the State Comptroller (“OSC”) is required to make all approved State contracts for the allocation and expenditure of federal reconstruction resources available to the public by posting such contracts on an appropriate State website. Such contracts are posted on the New Jersey Sandy Transparency website located at: <http://nj.gov/comptroller/sandytransparency/contracts/sandy/>.

The contract resulting from this RFB is subject to the requirements of Executive Order No. 125. Accordingly, the OSC will post a copy of the contract, including the [RFP/RFQ], the winning bidder’s proposal and other related contract documents for the above contract on the Sandy Transparency website.

In submitting its proposal, the Bidder may designate specific information as not subject to disclosure. However, such bidder must have a good faith legal and/ or factual basis to assert that such designated portions of its proposal (i) are proprietary and confidential financial or commercial information or trade secrets or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided.

The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the winning bidder accordingly. The State will not honor any attempt by a winning bidder to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal. In the event of any challenge to the winning bidder’s assertion of confidentiality with which the State does not concur, the bidder shall be solely responsible for defending its designation.

20. OTHER:

Any Bidder attempting to contact government officials (elected or appointed), the Authority Board members and staff, in an effort to influence the selection process, shall immediately have its Quotation summarily rejected and disqualified.

The Authority’s staff retains the discretion to modify, expand or delete any portion of this RFB or terminate the selection process or this RFB at any time.

The Authority reserves the right, as may be permitted by law, to reject all responses to this request; to request additional or clarified information from any and all firms; to waive minor informalities in the Bidder’s proposal; to modify or amend, with the consent of the submitting firm, any statement, to waive minor elements of non-compliance with the requirements of this RFB and to effect any Agreement deemed by the Authority to be in its best interest and the best interest of the State of New Jersey.

The selected firm shall comply with all local, state and federal laws, rules and regulations applicable to the Price Agreement issued pursuant to this RFB and to the goods and / or services performed hereunder.

**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY
PRICE AGREEMENT**

**WRITTEN TRANSLATION SERVICES
SMALL BUSINESS ENTERPRISE (SBE) SET-ASIDE**

This **PRICE AGREEMENT** made this _____ day of _____, 2014 by and between the NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY (the "Authority or NJEDA"), having its address at 36 West State Street, P.O. Box 990, Trenton, New Jersey 08625-0990, and _____, (the "Vendor"), having its address at _____.

The Authority and the Vendor agree as follows:

1. **The Goods or Services.** The Vendor shall provide the goods or perform the services as detailed in the Vendor's Bid Quotation Form (the "Bid Quotation"), dated _____ (and as amended in the Vendor's clarification dated _____) and the Authority's Request for Bids ("RFB"), dated _____ 2014, which are attached hereto and made a part hereof. The Bid Quotation, the RFB and this Price Agreement are collectively referred to as the "Contract".

From time to time during the term of the Contract, as the Authority determines a need for goods or services, it will provide the Vendor with a purchase order or task order (the "Order"). The Vendor will respond with a cost estimate for the Order based on its Bid Quotation. The cost estimate will include a "maximum not-to-exceed amount" for the entire Order. The Vendor shall not provide any goods or services identified in a particular Order unless and until the Vendor's cost estimate is accepted in writing by the Authority. If the cost estimate for a particular Order is rejected, the Vendor will be asked to amend or resubmit its cost proposal, to meet the Authority's needs. The Authority will not pay Vendor for any goods or services that are not part of a cost estimate that has been accepted in writing by the Authority regardless of whether such goods or services are delivered to the Authority.

2. **Time.** The Vendor shall render the goods or services generally pursuant to the RFB and the Bid Quotation submitted by Vendor in response to the RFB. To the extent that an Order or the Authority's written acceptance of the cost estimate for an Order includes a time for delivering goods or services for a particular Order, the Vendor shall render the goods or services for the particular Order in accordance with the Order or the Authority's written acceptance of the cost estimate.

3. **Contract Price.** The Authority shall pay the Vendor for delivering goods or services in accordance with

the Vendor's Bid Quotation and in accordance with the Authority's written acceptance of a cost estimate for a particular Order. The total contract price for the Contract shall not exceed _____ Dollars (\$_____) per year unless an increase is approved, in writing, by the Authority. The Authority may require goods or services in addition to those identified in the RFB and the Bid Quotation. Compensation to the Vendor for additional goods or services will be for a mutually agreed upon price.

4. **Term.** The initial term of the Contract shall commence on the date first written above and shall expire on _____, unless extended by the Authority as set forth in the Request for Bids.

Notwithstanding the expiration or termination of the Contract, the Authority reserves the right it its sole discretion to extend the Contract on a month-to-month basis beyond expiration or termination until a replacement contract for the subject goods or services is entered into by the Authority.

5. **Political Campaign Contributions.**

5.1 For the purpose of this Section 5, the following shall be defined as follows:

a) Contribution - means a contribution reportable by a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (C.10:44A-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. Currently, contributions in excess of \$300 during a reporting period are deemed "reportable" under these laws.

b) Business entity – means:

i. a for-profit entity as follows:

A. in the case of a corporation: the corporation, any officer of the corporation, and any person or business entity that owns or controls 10% or more of the stock of corporation;

B. in the case of a general partnership: the partnership and any partner;

C. in the case of a limited partnership: the limited partnership and any partner;

D. in the case of a professional corporation: the professional corporation any shareholder or officer;

E. in the case of a limited liability company: the limited liability company and any member;

F. in the case of a limited liability partnership: the limited liability partnership and any partner;

G. in the case of a sole proprietorship: the proprietor; and

H. in the case of any other form of entity organized under the laws of this State or other state or foreign jurisdiction: the entity and any principal, officer, or partner thereof;

ii. any subsidiary directly or indirectly controlled by the business entity;

iii. any political organization organized under section 527 of the Internal Revenue Code is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and

iv. with respect to an individual who is included within the definition of business entity the individuals spouse or civil union partner, and any child residing with the individual, provided, however, that, P.L. 2005, c.51 shall not apply to a contribution made by such spouse, civil union partner, or child to a candidate for whom the contributor is entitled to vote or to a political party committee within whose jurisdiction the contributor resides unless such contribution is in violation of section 9 of P.L. 2005, c. 51 (C.19:44A-20.1 et seq.) ("Chapter 51").

c) P.L. 2005, c. 51 – means Public Law 2005, chapter 51 (C. 19:44A-20.13 through C. 19:44A-20.25, inclusive) as expanded by Executive Order 117 (Gov. Corzine, September 24, 2008).

5.2 The terms, restrictions, requirements and prohibitions set forth in P.L. 2005, c. 51 are incorporated into the Contract by reference as material terms of the Contract with the same force and effect as if P.L. 2005, c. 51 were stated herein its entirety. Compliance with P.L. 2005, c. 51 by Vendor shall be a material term of the Contract.

5.3 Vendor hereby certifies to the Authority that commencing on and after October 15, 2004, Vendor (and each of its principals, subsidiaries and political organizations included within the definition of Business Entity) has not solicited or made any Contribution of money, pledge of Contribution, including in-kind Contributions, that would bar a contract between Vendor and the Authority pursuant to P.L. 2005, c. 51. Vendor hereby further certifies to the Authority that any and all certifications and disclosures delivered to the Authority by Vendor (and each of its principals, subsidiaries and political organizations included within the definition of Business Entity) are accurate, complete and reliable. The certifications made herein are intended to and shall be a material term of the Contract and if the Treasurer of the State of New Jersey determines that any Contribution has been made in violation of P.L. 2005, c. 51, the Authority shall have the right to declare the Contract to be in default.

5.4 Vendor hereby covenants that Vendor (and each of its principals, subsidiaries and political organizations included within the definition of Business Entity) shall not knowingly solicit or make any contributions of money, or pledge of a contribution, including in-kind contributions, to a candidate committee or election fund of any candidate or holder of the public office of Governor of New Jersey or to any New Jersey state or county political party committee prior to the expiration or earlier termination of the Contract. The provisions of this Paragraph 14.4 are intended to and shall be a material term of the Contract and if the Treasurer of the State of New Jersey determines that any Contribution has been made by Vendor (and each of its principals, subsidiaries and political organizations

included within the definition of Business Entity) in violation of P.L. 2005, c. 51, the Authority shall have the right to declare the Contract to be in default.

5.5 In addition to any other Event of Default specified in the Contract, the Authority shall have the right to declare an event of default under the Contract if: (i) Vendor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) makes or solicits a Contribution in violation of P.L. 2005, c. 51, (ii) Vendor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) knowingly conceals or misrepresents a Contribution given or received; (iii) Vendor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) makes or solicits Contributions through intermediaries for the purpose of concealing or misrepresenting the source of the Contribution; (iv) Vendor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) makes or solicits any Contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) Vendor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) engages or employs 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 Vendor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) directly would violate the restrictions of P.L. 2005, c. 51; (vi) Vendor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) funds Contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) Vendor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) engages in any exchange of Contributions to circumvent the intent of P.L. 2005, c. 51; (viii) Vendor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) directly or indirectly through or by any other person or means, does any act which would violate the restrictions of P.L. 2005, c. 51; or (ix) any material misrepresentation exists in any Political Campaign Contribution Certification and Disclosure which was delivered by Vendor to the Authority in connection with the Contract.

5.6 Vendor hereby acknowledges and agrees that pursuant to P.L. 2005, c. 51, Vendor shall have a continuing obligation to report to the Office of the State Treasurer, Political Campaign Contribution Review Unit of any Contributions it makes during the term of the Contract. If after the effective date of the Contract and before the entire Contract Price is paid by the Authority, any Contribution is made by Vendor and the Treasurer of the State of

New Jersey determines such Contribution to be a conflict of interest in violation of P.L. 2005, c. 51, the Authority shall have the right to declare this Contract to be in default.

5.7 Vendor 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 C. 19:44A-20.13 (P.L. 2005, c. 271, section 3) if Vendor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the Vendor’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.

6. **General Conditions.**

A. The Vendor shall comply with the affirmative action requirements set forth in the Law Against Discrimination, N.J.S.A. 10:5-31 et seq., and the regulations promulgated thereunder by the State Department of Treasury.

B. The Vendor is required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, which are expressly included within the terms of the Contract, refer to **Exhibit A** annexed hereto and made a part hereof.

C. In accordance with Public Law 2004, Chapter 57 (N.J.S.A. 52:32-44), a subcontractor shall provide a copy of its Business Registration Certificate to any Vendor who shall forward it to the NJEDA. No contract with a subconsultant shall be entered into by any Vendor unless the subconsultant first provides proof of valid business registration. The Vendor shall provide written notice to all subconsultant(s) that they are required to submit a copy of their Business Registration Certificate to the Vendor. The Vendor shall maintain a list of the names of any subconsultant(s) and their current addresses, updated as necessary during the course of the contract performance. The Vendor shall submit to the NJEDA a copy of the list of subconsultant(s), updated as necessary during the course of performance of the contract. The Vendor shall submit a complete and accurate list of the subconsultant(s) to the NJEDA before a request for final payment is made to the NJEDA. The Vendor and any subconsultant providing goods or performing services under this contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the “Sales and Use Tax Act”, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State, refer to **Exhibit B**.

D. In accordance with the requirements of N.J.S.A. 52:32-17 et seq., N.J.A.C. 12A:10-1.2 et seq., N.J.A.C. 12A:10A-1.2 et seq., N.J.A.C. 17:13-1.2 et seq., and N.J.A.C. 17:14-1.2 et seq., as amended, the Authority is

required to develop a set-aside plan for Small Businesses. The Vendor agrees that, if awarded a contract based on this plan, it shall comply with all requirements of these provisions. If the Vendor fails to comply with the requirements of these provisions, the Authority may declare the Contract void.

E. Pursuant to N.J.S.A. 52:34-13.2, if the Contract is primarily for performing services, all services provided by the Vendor and all subcontractor services performed in connection with or as part of the Contract shall be performed within the United States.

F. The Vendor shall not disclose to any third party the contents of the information, reports, findings, analysis, surveys and drawings generated or produced in performance of the Contract, or provide copies of same, without the prior written consent of the Authority, except where such information, reports, etc. are legally required by order of court or administrative agency, state or federal.

G. The Authority and the Vendor, respectively, bind themselves, their partner(s), successors, assigns and legal representatives to the other party of the Contract and to the partner(s), successors, assigns and legal representatives of such other party with respect to all covenants of the Contract. Neither the Authority nor the Vendor shall assign, sublet, or transfer any interest in the Contract without the prior written consent of the other party.

H. Any notices required to be given under the Contract shall be mailed to:

New Jersey Economic Development Authority
P.O. Box 990
Trenton, New Jersey 08625-0990
Attn: Internal Process Management

I. To the extent that there is any conflict between the terms and conditions of the Vendor's Bid Quotation and the terms and conditions of this Price Agreement, the Authority's RFB or the Authority's written acceptance of a cost estimate for a particular Order, this Price Agreement, the RFB, the Vendor's Bid Quotation Pricing based on the number of words shall control.

J. In the event that any portion of the Contract is found to be contrary to law and unenforceable; the validity of remaining covenants, agreements, terms and provisions contained in the Contract, shall be in no way affected, prejudiced or disturbed thereby.

K. The Contract constitutes the entire agreement between the parties. Any changes or amendments to the Contract must be in writing and signed by the Vendor and an authorized representative of the Authority.

L. The parties hereto represent that they have the proper authority to sign on behalf of the entities entering the Contract and they fully intend for the Authority and Vendor to be legally bound.

This Price Agreement for Written Translation Services is entered into as of the day and year first written above.

ATTEST:

NEW JERSEY ECONOMIC
DEVELOPMENT AUTHORITY

By: _____
Michele A. Brown
Chief Executive Officer

ATTEST:

[Vendor]

By: _____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three (3) documents:

- *Letter of Federal Affirmative Action Plan Approval*
- *Certificate of Employee Information Report*
- *Information Report Form AA-302*(electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contractcompliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, Contract Compliance Audit Unit (CCAU), EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

EXHIBIT B

Business Registration Notice:

All New Jersey and out-of-State business organizations must obtain a “*Business Registration Certificate*” (“*BRC*”) from the Department of the Treasury - Division of Revenue, prior to the award of a contract the New Jersey Economic Development Authority (“*Authority*”). Proof of valid “*Business Registration*” of the successful bidder, joint venture partners and named subcontractors must be submitted to the Authority before a contract can be awarded. Failure to submit such “*Business Registration Certificate(s)*” may render the BID materially non-responsive. The “*Business Registration*” form (*Form NJ-REG*) can be found online at:

<http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity>.

Definitions:

“*Affiliate*” means any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. An entity controls another entity if it owns, directly or individually, more than fifty (50%) percent of the ownership in that entity.

“*Business Organization*” means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof.

“*Business Registration*” means a “*Business Registration Certificate*” issued by the Department of the Treasury or such other form or verification that a contractor or subcontractor is registered with the Department of Treasury.

“*Contracting Agency*” means the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, or any independent State authority, commission, instrumentality or agency, or any State college or university, any county college, or any local unit.

“*Contractor*” means a business organization that seeks to enter, or has entered into, a contract to provide goods or services with the New Jersey Economic Development Authority.

“*Subcontractor*” means any business organization that is not a contractor that knowingly provides goods or performs services for a contractor or another subcontractor in the fulfillment of a contract.

Requirements Regarding Business Registration Form:

A contractor must have a valid “*Business Registration Certificate*” in order to be awarded a contract by the New Jersey Economic Development Authority.

All subcontractors shall provide a copy of its “*Business Registration*” to any contractor who shall forward it to the Authority. No contract with a subcontractor shall be entered into by any contractor unless the subcontractor first provides proof of valid “*Business Registration*”.

The contractor shall maintain a list of the names of any subcontractors and their current addresses, updated as necessary during the course of the contract performance. The contractor shall submit to the Authority, a copy of the list of subcontractors, updated as necessary during the course of performance of the contract. The contractor shall submit a complete and accurate list of the subcontractors to the New Jersey Economic Development Authority before a request for final payment is made to the Authority.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the “*Sales and Use Tax Act*”, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their taxable sales of tangible personal property delivered into the State.



**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY
BID QUOTATION FORM
THIS IS NOT an ORDER**

The New Jersey Economic Development Authority is seeking bid quotations for the following items detailed below. If you wish to submit a bid, you MUST complete this form and any other documents, as required, and return to the **Internal Process Management at: NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY, PO Box 990, 36 West State Street, Trenton, NJ 08625-0990, NO LATER than the DATE and TIME indicated below.**

BIDDING ENTITY's Name and Address:

Request for Bids Title:

**2014-RFB-059-HM
ENGLISH TO SPANISH WRITTEN TRANSLATION SERVICES**

To be considered, **YOUR BID MUST REACH THIS OFFICE**
at or before 3:00 P.M. EST on the date shown:

DUE DATE

Requisition #

Request for Bids #

06/17/14

OR

2014-RFB-059-HM

ALL PRICES SHALL INCLUDE DELIVERY F.O.B. DESTINATION / Inside - Spotted Delivery to the locations specified herein.

Item #	Qty.	Description	Per Word Unit Price	Total Price
Item #1	1	English to Spanish Written Translation: STANDARD DELIVERY within two (2) business days (8:00 AM to 5:00 PM Monday through Friday)		\$0.00
Item #2	1	English to Spanish Written Translation: EXPEDITED DELIVERY within one (1) business day (8:00 AM to 5:00 PM Monday through Friday)		\$0.00
Item #3	1	English to Spanish Written Translation: URGENT DELIVERY within twelve (12) hours (8:00 AM to 5:00 PM Monday through Friday)		\$0.00
Item #4	1	English to Spanish Written Translation: SAME DAY delivery within four (4) hours (8:00 AM to 5:00 PM Monday through Friday)		\$0.00
Item #5	1	English to Spanish Written Translation: OUTSIDE NORMAL BUSINESS HOURS (after 5:00 PM to before 8:00 AM Monday through Friday or on weekends)		\$0.00
Item #6	1	MINIMUM DOCUMENT TRANSLATION FEE (if any)		\$0.00
Item #7	1	MINIMUM NUMBER OF WORDS REQUIRED ON A DOCUMENT TO AVOID A MINIMUM TRANSLATION FEE (if any)		
TOTAL ALL LINES				\$0.00

If you have any questions, please contact:

Holly Morgan - Procurement Specialist at
hmorgan@njeda.com

(NOTE: Please reference Request for Bids # in the subject line of your e-mail)
Verbal inquiries will not be accepted.

As an instrumentality of the State of New Jersey,
the New Jersey Economic Development Authority is TAX EXEMPT.
TAX EXEMPT #22-2045817
Do not include federal, state or local taxes in your quotation / pricing.

Name of Bidding Firm

Federal Employer Tax ID #

Authorized Representative's Signature

Telephone Number

Cell Phone Number

Authorized Representative's Title

Authorized Representative's e-mail Address

Payment Terms: Upon verification of acceptable delivery and quality, the New Jersey Economic Development Authority processes prompt payment of non-disputed invoices, upon receipt of invoice and any other documentation as may be required. The Bidder should indicate discount terms, if applicable. Discount payment terms shall not be considered when determining the lowest, responsive Bidder.

PRE-PAYMENT TERMS (i.e. COD) SHALL NOT BE ACCEPTED.

**The BID QUOTATION FORM MUST be SIGNED in INK by an AUTHORIZED REPRESENTATIVE of your Company.
Failure to do so will render the bid materially non-responsive.**

NOTE: Any resulting contract, purchase order or purchase agreement shall be construed under the laws of the State of New Jersey. All terms and conditions, as indicated in the Authority's "Request for Bids" (RFB) and its "Standard Terms and Conditions" are incorporated into the requirements of the resulting contract, by reference. In the case of a conflict between the RFB and the bid quotation submitted by your company; the Authority's Standard Terms and Conditions and requirements of the RFB will prevail.

~ MANDATORY SUBMITTAL with the "BID QUOTATION" ~

**The following are MANDATORY REQUIREMENTS that SHALL be SUBMITTED WITH the BID.
Failure to do so will render the bid materially non-responsive.**

MANDATORY SUBMITTALS

1. BIDDER SHALL COMPLETE and SIGN the "Bid Quotation" Form, complete all mandatory pricing sections and "Minimum Charges" (if any) (Exhibit R)
2. BIDDER SHALL SUBMIT evidence of valid registration with the Division of Revenue & Enterprise Services - Business Services Bureau in the form of a COPY OF ITS SBE CERTIFICATE. Failure to do so shall render the bid materially non-responsive (Exhibit S)
3. BIDDER SHALL COMPLETE and SIGN the PL 2005, C. 92 - Source Disclosure Certification form (Exhibit G)
4. BIDDER SHALL COMPLETE and SIGN the P.L. 2005, c. 51 / EO 117 (2008) - OWNERSHIP DISCLOSURE FORM (Exhibit P)
5. BIDDER SHALL COMPLETE and SIGN the DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN (Exhibit Q)

~ THE BIDDER SHOULD ALSO SUBMIT ~

The following are also REQUESTED to be SUBMITTED WITH the BID.

REQUESTED SUBMITTALS

1. PL 2004, C. 57 - NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (Exhibit E)
2. P.L. 1975, C. 127 - AFFIRMATIVE ACTION / EQUAL EMPLOYMENT OPPORTUNITY (Exhibit A, B, C or D) (ref. AA302 form or Certificate of Employee Information Report or Letter of Federal Affirmative Action Plan Approval)
3. COMPLETE, SIGN & SUBMIT the ACKNOWLEDGEMENT OF RECEIPT of ADDENDA & Q&A FORM (Exhibit M)
4. COMPLETE, SIGN & SUBMIT the TWO-YEAR CHAPTER 51 / EXECUTIVE ORDER 117 VENDOR CERTIFICATION & DISCLOSURE OF POLITICAL CONTRIBUTIONS FORM (Exhibit K)
5. COMPLETE, SIGN & SUBMIT the C. 271 - VENDOR CERTIFICATION AND POLITICAL CONTRIBUTION DISCLOSURE FORM (Exhibit K-1)
6. COMPLETE, SIGN & SUBMIT the SET-ASIDE INFORMATION FORM (Exhibit H)
7. COMPLETE, SIGN & SUBMIT the SET-ASIDE COMPLIANCE CERTIFICATE (Exhibit I)

~ HOLDING PRICES FIRM for EVALUATION PURPOSES ~

BID PRICES SHALL BE HELD FIRM for a PERIOD of THIRTY (30) DAYS for evaluation and acceptance purposes.

*** IMPORTANT NOTE ***

The above list is provided to assist the Bidder in preparing its bid, however, it may not be all inclusive. It is the Bidder's sole responsibility to ensure the completeness and accuracy of its bid submission by carefully reading the RFB specifications, including all Exhibits, Attachments and Terms and Conditions to ensure that all mandatory components of the bid submitted are included.



NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY
REQUEST FOR BIDS
#2014-RFB-059-HM
ENGLISH TO SPANISH WRITTEN TRANSLATION SERVICES

QUESTIONS & ANSWERS #1

June 6, 2014

Following are the Authority's responses to questions received regarding the subject RFB.

1. **QUESTION:** *"Can you please send me the proposal package, or tell me where to find it?"*

ANSWER: This Bidder has once again been provided with the bid documents released on 06/03/14 and Addendum #1 released on 06/03/14.

2. **QUESTION:** "What is the estimated value of this contract? How much work does NJEDA envision purchasing off of this contract?"

ANSWER: Bidders are directed to Addendum #2 for more information.



NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

REQUEST FOR BIDS

#2014-RFB-059-HM

ENGLISH TO SPANISH WRITTEN TRANSLATION SERVICES

ADDENDUM #2

June 6, 2014

In response to a question received regarding the subject RFB (reference Q&A #1 – Question #2) the following material change is made to the bid specifications. The following Section 1A is added to the bid specifications.

1A. BUDGETARY ESTIMATE:

The Authority's Budgetary Estimate for this contract is a Maximum Not To Exceed \$32,000.

This is a requirements contract as stated in the RFB. The Authority will use the contract on an "as needed" basis, throughout the term of the contract and any extensions thereto. There are several documents being compiled for translation once the contract is awarded; however, the exact number of which has not yet been determined.

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

REQUEST FOR BIDS

#2014-RFB-059-HM

ENGLISH TO SPANISH WRITTEN TRANSLATION SERVICES

QUESTIONS & ANSWERS #2

June 9, 2014

Following are the Authority's responses to questions received regarding the subject RFB.

1. **QUESTION:** "Exhibit B - this link does not work. I got the following notification when trying to link to it."



THE OFFICIAL WEB SITE FOR
THE STATE OF NEW JERSEY

[NJ Home](#) | [Services A to Z](#) |
[Departments/Agencies](#) | [FAQs](#)

Search []

Page Not Found

The page you have requested cannot be displayed because it does not exist, has been moved, or the server has been instructed not to let you view it.

Please try the search option in the navigation menu above to find your information.



[Contact Us](#) | [Privacy Notice](#) | [Legal Statement](#) | [Accessibility Statement](#)



ANSWER: The correct link to access the "Business Registration" form (Form NJ-REG) is as follows.

<http://www.nj.gov/treasury/revenue/gettingregistered.shtml>

2. **QUESTION:** "Volume of spend for the year is \$32,000. What is the average size of a document to be translated? Will they come in batches or individual one page or two page documents? Is it totally random? Perhaps this is irrelevant."

ANSWER: This is a requirements contract. The \$32,000 amount referenced in Addendum #2 and Questions & Answers #1 is a budgetary estimate only. The average size of a document to be translated varies from as few as one (1) page to fifty (50) plus pages, based on the program and document type.

Documents will be submitted to the Vendor on an as needed basis; not batched.

3. **QUESTION:** *“What was the result of the contract regarding timeliness?”*
- ANSWER:** This question is unclear; therefore, the Authority is unable to provide a response.
4. **QUESTION:** *“How does Addendum D relate to translations?”*
- ANSWER:** The Authority has not issued an Addendum D.
5. **QUESTION:** *“Addendum H mentions audio/video but my understanding is this is only for text translation. Please advise.”*
- ANSWER:** The Authority has not issued an Addendum H.
6. **QUESTION:** *“Can we please have samples so we can determine the amount of work? For example, a scanned document with lots of tables (for numbers) would require a lot more work than a simple text in Word. If we break down a price based on delivery times, then we also need the volume required in what timeframe. For example if we need to do 500 words in 5 hours, it is quite different from translating 4000 words in 8 hours.”*
- ANSWER:** As these are new programs and initiatives, the Authority is drafting / creating the requisite forms to be translated. Numbers appearing in a table would not require translation.
7. **QUESTION:** *“I understand some random number of docs are scanned and need total reformatting and without a sample it is difficult to assess the amount of work involved. This could affect pricing.”*
- ANSWER:** The Authority has not indicated that its documents require reformatting. This question is unclear.
8. **QUESTION:** *“are the terms of payment? Net 30 days on delivery and acceptance?”*
- ANSWER:** Bidders are directed to “Exhibit N, New Jersey Economic Development Authority Standard Terms and Conditions, Item #20 - Payment Terms” for detailed information.
9. **QUESTION:** *“I do not understand the Affirmative Action section under “Requested Forms” which are not mandatory. Can you explain what exactly that is?”*
- ANSWER:** Bidders are not required to submit evidence of Affirmative Action (reference “Exhibits B-D”) as a mandatory submittal with the bid; however, the successful Bidder shall submit evidence of Affirmative Action within no more than ten (10) days from the Authority’s issuance of the Conditional Notice of Award, and prior to entering into a contract for these services.
10. **QUESTION:** *“Is the contract renewable and for what term?”*
- ANSWER:** No.



NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY
REQUEST FOR BIDS
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QUESTIONS & ANSWERS #3

June 11, 2014

Following are the Authority's responses to questions received regarding the subject RFB.

1. **QUESTION:** *"What is the start date for the project?"*

ANSWER: There is no set "start date" for work to be performed under this contract. It is expected that, following review of bids, a Price Agreement and Purchase Order will be issued on or about June 27, 2014. Work may commence as soon as an Authority Designated Staff Member provides the successful Bidder ("Vendor") with the document(s) to be translated.

2. **QUESTION:** *"Under Section I of the RFP, it states "No project deadlines, due dates or meetings are to be cancelled or rescheduled due to Vendor's staff vacations, personal absence or illness." Are there meetings scheduled for this project? If so, how many? Where should the firm's meeting rate be included on the Bid Quotation Form?"*

ANSWER: A formal "on-site meeting" is not required for this contract; however, the successful Bidder ("Vendor") shall participate in a brief teleconference with Authority staff, which should be no more than one (1) hour in length, to discuss immediate needs, to make introductions among staff and to share contract information. Participation in this initial teleconference is required; however, separate compensation is not provided. Currently, there are no meetings scheduled. The RFB Specifications and the Bid Quotation Form do not provide for additional charges for attendance at meetings. Vendor's attendance at meetings, if needed, is required at no charge to the Authority.

*Added #3 D
to be provided
not reviewed
C. H. H. P.*

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

REQUEST FOR BIDS

#2014-RFB-059-HM

ENGLISH TO SPANISH WRITTEN TRANSLATION SERVICES

ADDENDUM #1

June 3, 2014

As a result of an administrative error, the broadcast e-mail issued for this solicitation referenced incorrect information regarding the due date for the close of the Questions & Answers Period for this RFB, as well as the Due Date for receipt of bids. The following **CORRECTION** is made to the **Bid Quotation Solicitation e-mail** as follows:

1. The **second paragraph of the e-mail** is **CLARIFIED / CHANGED** from:

“All questions regarding this RFB are due at or before 4:00 PM (EST) on Monday, June 9, 2014. All questions must be submitted in writing via e-mail to the individual listed below. Telephone calls will not be accepted.”

TO

“All questions regarding this RFB are due at or before 4:00 PM (EST) on Tuesday, June 10, 2014. All questions must be submitted in writing via e-mail to the individual listed below. Telephone calls will not be accepted.”

2. The **third paragraph of the e-mail** is **CLARIFIED / CHANGED** from:

*“Bidders are directed to the RFB for additional information regarding bid submittals. **Bids shall be received no later than 3:00 PM (EST) on Monday, June 16, 2014.**”*

TO

“Bidders are directed to the RFB for additional information regarding bid submittals. Bids shall be received no later than 3:00 PM (EST) on Tuesday, June 17, 2014.”

The bid specifications remain unchanged.



NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

REQUEST FOR BIDS

#2014-RFB-059-HM

ENGLISH TO SPANISH WRITTEN TRANSLATION SERVICES

ADDENDUM #2

June 6, 2014

In response to a question received regarding the subject RFB (reference Q&A #1 – Question #2) the following material change is made to the bid specifications. The following Section 1A is added to the bid specifications.

1A. BUDGETARY ESTIMATE:

The Authority's Budgetary Estimate for this contract is a Maximum Not To Exceed \$32,000.

This is a requirements contract as stated in the RFB. The Authority will use the contract on an "as needed" basis, throughout the term of the contract and any extensions thereto. There are several documents being compiled for translation once the contract is awarded; however, the exact number of which has not yet been determined.



NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY
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QUESTIONS & ANSWERS #1

June 6, 2014

Following are the Authority's responses to questions received regarding the subject RFB.

1. QUESTION: *"Can you please send me the proposal package, or tell me where to find it?"*

ANSWER: This Bidder has once again been provided with the bid documents released on 06/03/14 and Addendum #1 released on 06/03/14.

2. QUESTION: "What is the estimated value of this contract? How much work does NJEDA envision purchasing off of this contract?"

ANSWER: Bidders are directed to Addendum #2 for more information.

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

REQUEST FOR BIDS

#2014-RFB-059-HM

ENGLISH TO SPANISH WRITTEN TRANSLATION SERVICES

ADDENDUM #3

June 11, 2014

This Addendum is issued to correct and delete language appearing in the Authority's Questions & Answers #3 (dated 06/11/14), Question #2 regarding this RFB. The language is corrected as follows:

ANSWER: A formal "on-site meeting" is not required for this contract; however, the successful Bidder ("Vendor") shall participate in a brief teleconference with Authority staff, which should be no more than one (1) hour in length, to discuss immediate needs, to make introductions among staff and to share contract information. Participation in this initial teleconference is required; however, separate compensation is not provided. ~~Currently, there are no meetings scheduled. The RFB Specifications and the Bid Quotation Form do not provide for additional charges for attendance at meetings. Vendor's attendance at meetings, if needed, is required at no charge to the Authority.~~

The Questions & Answers Period for this RFB has closed.

The Due Date for this bid remains, Tuesday, June 17, 2014 at or before 3:00 PM (EST).