



**State of New Jersey**

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

RICHARD J. CODEY  
*Acting Governor*

JOHN E. McCORMAC, CPA  
*State Treasurer*

February 10, 2005

**TO:** All Potential Bidders

**RE:** RFP #: 05-X-37670

RFP Title: **Evaluation, Consultation and Procurement Services for the New Jersey Motor Vehicle Inspection System**

**a) New Business Registration Requirements – This is a change from previous requirements. Failure to submit a copy of your Business Registration Certificate (or interim registration) from the Division of Revenue with the Bid Proposal may be cause for rejection of the bid proposal.**

**b) Executive Order 134 Certification and Disclosure Submittal Requirements Revised – In order to simplify the EO 134 compliance process, effective December 22, 2004, submission of EO 134 Certification and Disclosure forms will be required to be submitted following notice of intent to award.**

Enclosed please find a complete set of bid documents for the above referenced solicitation. The following are the key dates for the project:

Date	Time	Event
<b>March 2, 2005</b>	<b>5:00 PM</b>	<b>Electronic Question and Answer Cut-Off Date</b> (Refer to <a href="#">RFP Section 1.3.1</a> for more information)
<b>March 24, 2005</b>	<b>2:00 PM</b>	<b>Bid Submission Due Date</b> (Refer to <a href="#">RFP Section 1.3.4</a> for more information)

All questions concerning the RFP contents and the bidding process must be directed to the following e-mail address:

[Ed.Cotterell@treas.state.nj.us](mailto:Ed.Cotterell@treas.state.nj.us)

# **ATTENTION VENDORS**

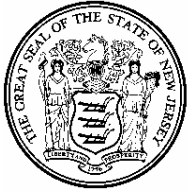
## **Vendor Information and Bidding Opportunities**

The Purchase Bureau maintains a bidders' mailing list. You as a vendor may have basic information about your firm added to the bidder's mailing list by visiting our website at <http://www.state.nj.us/treasury/purchase/bidmaillist.htm> and submitting a bidders' mailing list application online. You may also download the application and instructions and submit the application by mail. Applications submitted online are processed more quickly than mailed applications.

A bidders' mailing list application gives you the opportunity to identify yourself as a potential bidder for the types of goods and services that your firm provides. The Purchase Bureau attempts (but does not guarantee) to provide firms on the bidders mailing list with notice of bidding opportunities related to the goods and services identified in the application.

If you are already on the Purchase Bureau's bidders' mailing list and you need to change your information, contact Bid List Management at (609) 984-5396

Note: If you are an awarded State contractor and payments are not being directed to your proper remit-to address, you must send a letter on company letterhead to the Office of Management and Budget, Vendor Control Unit, PO Box 221, Trenton, NJ 08625 or fax that letter to 609-292-4882. In the letter you must include the current incorrect remit to address and your new correct remit-to address. If you have any question about this process you may call (609) 292-8124 for more information.



**STATE OF NEW JERSEY  
REQUEST FOR PROPOSAL**

**BID NUMBER: 05-X-37670**

**FOR: Evaluation, Consultation and  
Procurement Services for the New  
Jersey Motor Vehicle Inspection  
System**

TERM CONTRACT #: T-2337  
REQUESTING AGENCY: Division of Motor Vehicles

ESTIMATED AMOUNT: NA  
CONTRACT EFFECTIVE DATE: NA  
CONTRACT EXPIRATION DATE: NA  
COOPERATIVE PURCHASING: NO  
SET ASIDE: Not Applicable

DIRECT QUESTIONS CONCERNING THIS RFP TO:  
  
E-MAIL ADDRESS: [ed.cotterell@treas.state.nj.us](mailto:ed.cotterell@treas.state.nj.us)

**TO BE COMPLETED BY BIDDER:**

Firm Name: \_\_\_\_\_ Address: \_\_\_\_\_

**PURSUANT TO N.J. STATUTES, REGULATIONS AND EXECUTIVE ORDERS, PROPOSALS WHICH FAIL TO CONFORM WITH THE FOLLOWING REQUIREMENTS WILL BE AUTOMATICALLY REJECTED:**

- 1) **PROPOSALS MUST BE RECEIVED AT OR BEFORE THE PUBLIC OPENING TIME OF 2 PM ON THE DATE SEPCIFIED ON THE COVER LETTER OR AS MODIFIED BY THE MOST RECENT ADDENDUM AT THE FOLLOWING PLACE: DEPARTMENT OF THE TREASURY, PURCHASE BUREAU, PO BOX-230, 33 WEST STATE STREET, 9TH FLOOR, TRENTON, NEW JERSEY 08625-0230.** TELEPHONE, TELEFACSIMILE OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED.
- 2) THE BIDDER MUST SIGN THE PROPOSAL.
- 3) THE PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS, F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PRICE QUOTES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT.
- 4) ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.
- 5) ALL CORRECTIONS, WHITE-OUTS, ERASURES, RESTRIKING OF TYPE, OR OTHER FORMS OF ALTERATION, OR THE APPEARANCE OF ALTERATION, TO UNIT AND/OR TOTAL PRICES MUST BE INITIALED IN INK BY THE BIDDER.
- 6) THE BIDDER MUST SUBMIT WITH THE PROPOSAL BID SECURITY IN THE AMOUNT OF \$ NA  
CHECK THE TYPE OF BID SECURITY SUPPLIED:  
ANNUAL BID BOND ON FILE: NA BID BOND ATTACHED: NA  
CERTIFIED OR CASHIERS CHECK ATTACHED: NA LETTER OF CREDIT ATTACHED: NA
- 7) THE BIDDER MUST COMPLETE AND SUBMIT, PRIOR TO THE SUBMISSION OF THE PROPOSAL, OR ACCOMPANYING THE PROPOSAL, THE ATTACHED OWNERSHIP DISCLOSURE FORM. (SEE N.J.S.A. 52:25-24.2). [SEE ATTACHMENT 1](#)
- 8) THE BIDDER MUST ATTEND THE MANDATORY PRE-BID CONFERENCE(S) AND SITE VISIT(S) IF REQUIRED.
- 9) FOR SET ASIDE CONTRACTS ONLY, A BIDDER MUST BE REGISTERED WITH THE N.J. DEPARTMENT OF COMMERCE AS A SMALL BUSINESS BY THE DATE OF BID OPENING. (SEE N.J.A.C. 17:13-3.1 & 13.3.2).

**ADDITIONAL REQUIREMENTS**

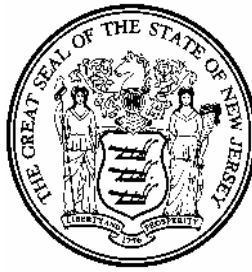
- 10) THE BIDDER MUST BE REGISTERED WITH THE DIVISION OF REVENUE AND SHOULD SUBMIT A BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) WITH THE BID PROPOSAL.(SEE N.J.S.A. 52:32-44).
- 11) PERFORMANCE SECURITY: NA
- 12) PAYMENT RETENTION: NA
- 13) AN AFFIRMATIVE ACTION FORM ([ATTACHMENT 3 OF RFP](#))
- 14) A MACBRIDE PRINCIPLES CERTIFICATION ([ATTACHMENT 2 OF RFP](#))
- 15) REQUESTED DELIVERY: SEE DETAILS ELSEWHERE IN RFP

**TO BE COMPLETED BY BIDDER**

- 16) DELIVERY CAN BE MADE \_\_\_\_\_ DAYS OR \_\_\_\_\_ WEEKS AFTER RECEIPT OF ORDER.
- 17) CASH DISCOUNT TERMS (SEE RFP) \_\_\_\_\_ %, \_\_\_\_\_ DAYS: NET 60 DAYS.
- 18) BIDDER PHONE NO: \_\_\_\_\_
- 19) BIDDER FAX NO. \_\_\_\_\_
- 20) BIDDER E-MAIL ADDRESS. \_\_\_\_\_
- 21) BIDDER FEDERAL ID NO. \_\_\_\_\_
- 22) YOUR BID REFERENCE NO. \_\_\_\_\_

SIGNATURE OF THE BIDDER ATTESTS THAT THE BIDDER HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS SET FORTH IN THE REQUEST FOR PROPOSAL, INCLUDING ALL ADDENDA, FURTHERMORE, SIGNATURE BY THE BIDDER SIGNIFIES THAT THE REQUEST FOR PROPOSAL AND THE RESPONSIVE PROPOSAL CONSTITUTES A CONTRACT IMMEDIATELY UPON NOTICE OF ACCEPTANCE OF THE PROPOSAL BY THE STATE OF NEW JERSEY FOR ANY OR ALL OF THE ITEMS BID, AND FOR THE LENGTH OF TIME INDICATED IN THE REQUEST FOR PROPOSAL. FAILURE TO ACCEPT THE CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE REQUEST FOR PROPOSAL, OR FAILURE TO HOLD PRICES OR TO MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN EITHER THE REQUEST FOR PROPOSAL OR THE PROPOSAL DURING THE TERM OF THE CONTRACT, SHALL CONSTITUTE A BREACH AND MAY RESULT IN SUSPENSION OR DEBARMENT FROM FURTHER STATE BIDDING. A DEFAULTING CONTRACTOR MAY ALSO BE LIABLE, AT THE OPTION OF THE STATE, FOR THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND THE PRICE BID BY AN ALTERNATE VENDOR OF THE GOODS OR SERVICES IN ADDITION TO OTHER REMEDIES AVAILABLE.

23) ORIGINAL SIGNATURE OF BIDDER	24) NAME OF FIRM
25) PRINT/TYPE NAME AND TITLE	26) DATE



**Bid Number: 05-X-37670**

**REQUEST FOR PROPOSAL FOR:**

**Evaluation, Consultation and Procurement Services  
for the  
New Jersey Motor Vehicle Inspection System**

Date Issued: February 10, 2005

Purchasing Agency

State of New Jersey  
Department of the Treasury  
Division of Purchase and Property  
Purchase Bureau  
PO Box 230  
33 West State Street  
Trenton, New Jersey 08625-0230

Using Agency

State of New Jersey  
New Jersey Motor Vehicle Commission  
and  
New Jersey Department of Environmental Protection

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## **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 State of New Jersey, Department of Environmental Protection and the Motor Vehicle Commission.

The purpose of this RFP is to solicit proposals from qualified consulting firms to provide project services. The services include a comprehensive study and evaluation of all components of the New Jersey Motor Vehicle Inspection System as described in Section 1.2.1 of the RFP to determine if the Motor Vehicle Inspection system should continue unchanged or should be modified. The work of the contract will focus on vehicle safety inspection, vehicle emission inspection, data management systems, motorist convenience and the public/private partnerships used to deliver inspection services. The contractor shall also conceptualize and propose options to modify the overall motor vehicle inspection system or provide reasons why the Motor Vehicle inspection system should remain unchanged. The contractor must research all proposed options to change or not change the motor vehicle inspection system to assist the State in selecting an option that is cost effective, is technologically current and will anticipate regulatory and technological trends and changes that impact or will impact motor vehicle inspections in the future. The contractor will issue a final report with the selected option and methods to implement the selected option.

Upon review of the contractor's report, the State may elect to have the contractor provide technical assistance and procurement assistance in the implementation of the final report, including the preparation of any RFPs that may be needed.

### **1.1.2 WORK SCHEDULE CONSIDERATIONS**

The State of New Jersey intends to award a contract to a contractor that can provide project services to provide the State with an in depth study of the current motor vehicle inspection program, including a comparative cost analysis, to determine whether the current program should continue as is, or be overhauled, or be replaced.

The State has an enhanced motor vehicle inspection system, which is currently operated and maintained with the support of a contractor to perform safety and emissions inspections. The current operation and maintenance contract will end on August 6, 2007. It is the intent of this contract for the contractor to propose options to modify the overall motor vehicle system in a timeframe that will permit the State time to decide which option it would like to implement.

The State expects to complete the interim report within the consultation phase of this contract (see Section 3.2 entitled Consultation) within six (6) months of contract award or sooner. It is the intent to have any replacement operation and maintenance contracts awarded before the current operation and maintenance contract ends. Therefore, the contractor must allow sufficient time to prepare, bid, and award a replacement contract or contracts. That schedule may be adjusted at the discretion of the State upon the completion of the consultation phase of this contract (See Section 3.2), but the contractor must be prepared to meet the schedule noted above for any replacement operation and maintenance contracts should the State determine it necessary to do so.

### **1.1.3 PROHIBITION FROM BIDDING ON SUBSEQUENT RFPs**

The contractor shall be prohibited from submitting a bid proposal in response to any subsequent RFP for the implementation, operation and maintenance of the State motor vehicle inspection system that the contractor is involved in preparing. The contractor shall also be prohibited from being a subcontractor to a firm or individual that is awarded a contract that may result from any subsequent RFP for which the contractor provides advice or assists in the preparation that may be issued for the implementation, operation and maintenance of the State's motor vehicle inspection system. There is no prohibition against the contractor bidding on a Motor Vehicle RFP, if the contractor has no involvement in the development of an RFP that is, nonetheless, related to the work of this contract.



## 1.2 BACKGROUND

### 1.2.1 EXISTING ENHANCED MOTOR VEHICLE INSPECTION PROGRAM STRUCTURE

The State of New Jersey has an enhanced motor vehicle inspection system, which performs approximately 2.5 million vehicle inspections per year. Currently, the State has a hybrid inspection system. The hybrid inspection system provides motorists with a choice between obtaining an inspection from a Centralized Inspection Facility (CIF) or a Private Inspection Facility (PIF). CIF inspections are funded from motor vehicle registration fees. Currently there are 31 CIFs located throughout New Jersey. Along with the CIFs, there are approximately 1,400 PIFs run by private companies, normally garages licensed to perform inspections. The PIFs operate in an open market system and are funded through inspection fees they charge directly to the motorist. The PIFs own, operate, and maintain the structures and equipment at their facilities. There are also three (3) Specialty Inspection sites owned and operated by the State to inspect certain special vehicles.

Currently, vehicle inspections include both a safety check for compliance with the applicable rules and regulations, and an air pollution emissions inspection. Vehicles that pass their inspection receive a windshield pass sticker, and those that fail inspection receive a windshield fail sticker.

The State inspection program consists of the following major components:

- A system of Motor Vehicle Inspections and Repairs
  - At the CIFs, the State owns or leases the buildings and equipment, but a private contractor performs the inspections.
  - The Motor Vehicle Commission with assistance from the current safety and emissions inspection contractor, maintains a dedicated Vehicle Information Database (VID) and data links to the Motor Vehicle Commission's Comprehensive System for vehicle registration information that are available to the inspection facilities.
  - Inspectors working at all the inspection facilities that are trained and licensed by the State.
  - Emission repairs must be approved by a registered Emissions Repair Facility (ERF) or motorists may make their own repairs. A certified emissions repair technician at an ERF is registered and approved by the State and can approve repairs for vehicles that fail the emissions inspection.
- A Program Administration component that includes:
  - A call center that:
    - Offers assistance to the public in locating a CIF or PIF, provides the operating hours at CIFs, and assists in answering questions regarding inspection requirements.
    - Receives complaints regarding inspections, and has in place a system to process, evaluate and issue settlements to claims in response to any person that claims his/her vehicle was damaged during an inspection at a CIF.
    - A system of repair and maintenance of the State owned or leased buildings and grounds at the CIFs, including: building heating and cooling systems; plumbing; electrical systems; structural maintenance; painting; trash removal, maintaining doors and locks; snow removal; grounds maintenance; and updating signs to direct motorists.
    - A system of repair and maintenance of inspection equipment, ancillary inspection equipment, and related computer systems.
    - A State-operated website that provides inspection related information.
- A Licensing program that includes:
  - A system to license the PIFs
  - A system to license persons who wish to perform inspections at either CIFs or PIFs
  - A system to license companies (normally garages) that wish to repair vehicles that fail the emissions inspections (Emission Repair Facilities)
  - A system to license individuals who wish to repair vehicles that fail vehicle emissions inspections
  - A training center to advocate and assist in the training and education of persons that wish to perform emissions inspections
- Computer and information systems that include:

- The operation and maintenance of computer equipment that connects the CIFs and PIFs to a central data hub that provides a communication link to a vehicle registration computer system
- The operation and maintenance of the software, data handling systems, and reporting applications that support communications between the registration computer system, the inspection information computer system, the CIFs, the PIFs, and the administrators of the inspection system
- The production of periodic reports that must be produced for program management and the United States Environmental Protection Agency (USEPA).
- Inspection facilities that include:
  - Centralized Inspection Facilities
    - There are 31 CIFs with 124 inspection lanes
  - Private Inspection Facilities
    - There are approximately 1,400 PIFs
    - The PIFs utilizes approved analyzers that are provided by five equipment manufacturers.
- Specialty Inspection Facilities (SIFs)
  - There are three SIFs that perform certain specialty inspections (e.g. kit cars) and perform “referee inspections” to resolve motorist complaints
- Mobile Inspection Teams (MITs)
  - The MITs perform roadside inspections in cooperation with State and local police officials
- A system of enforcement that includes:
  - A system of State audits of the operations and equipment at the inspection facilities to ensure compliance with inspection requirements.
  - A State-run covert and overt inspection program to detect, discourage and curtail fraudulent inspections
  - A State-operated system of reviewing and monitoring inspection information to detect, discourage and curtail fraudulent inspections
  - An enforcement system that enforces motor vehicle inspection regulations when it is discovered that a licensed entity violates those regulations. The enforcement activities include but are not limited to: activating and de-activating the licenses of PIFs for inspection violations; and a hearing system for alleged violators of Motor Vehicle Commission regulations.
- A system of Program Evaluation that includes:
  - Special emission testing equipment in three of the CIF inspection lanes to verify the accuracy of the standard inspection process, and to collect additional information regarding vehicle emissions
  - A portable dynamometer system that is operated by the Mobile Inspection Teams (MITs) that is used to obtain information regarding motor vehicle emissions at roadside
  - A system of specialized data analysis and reporting of information generated from the program evaluation system.
- A public outreach and education program
- Currently, enforcement of the motorist requirements is handled by State and local police authorities. This aspect of the program need not be addressed in any research. To the extent that this impacts future program options, this should be addressed in the options requested by Section 3.2.4, number four.

It is the intent of this RFP that the contractor shall review and evaluate all program systems and components, as described in Section 3, Scope of Work.

### 1.3 KEY EVENTS

#### 1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

It is the policy of the Purchase Bureau to accept questions and inquiries from all vendors by e-mail. Written questions should be e-mailed to the Purchase Bureau at the following address:

E- Mail: [Ed.Cotterell@treas.state.nj.us](mailto:Ed.Cotterell@treas.state.nj.us)

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the email address above. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

### 1.3.1.1 QUESTION PROTOCOL

Questions should be e-mailed in writing to the email address noted above. Questions should be directly tied to the RFP by the writer. Questions should be asked in consecutive order, from beginning to end of the RFP and follow the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

### 1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

The cut-off date for questions and inquiries relating to this RFP is **March 2, 2005**. Addenda, if any, to this RFP will be posted to the Purchase Bureau website (see Section 1.4.1. of this RFP for further information.)

### 1.3.2 MANDATORY/OPTIONAL SITE VISIT

Not Applicable.

### 1.3.3 MANDATORY/OPTIONAL PRE-BID CONFERENCE

There will be no bidders conference related to this RFP. All questions will be answered through the electronic question and answers.

### 1.3.4 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 RIGHT PLACE WILL BE REJECTED. THE DATE, TIME AND LOCATION ARE:**

<b><u>DATE:</u></b>	<b>March 24, 2005</b>
<b><u>TIME:</u></b>	<b>2:00 PM</b>
<b><u>LOCATION:</u></b>	<b>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</b>  <b>Directions to the Purchase Bureau can be found on the following website:</b> <a href="http://www.state.nj.us/treasury/purchase/directions.shtml">http://www.state.nj.us/treasury/purchase/directions.shtml</a>

### 1.3.5 DOCUMENT REVIEW ROOM

Not Applicable.

## 1.4 ADDITIONAL INFORMATION

### 1.4.1 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.

#### **ALL RFP ADDENDA WILL BE ISSUED ON THE PURCHASE BUREAU WEB SITE.**

To access addenda, the bidder must select the bid number on the purchase bureau bidding opportunities web page at the following address:

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

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

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

### 1.4.2 ADDENDUM AS A PART OF THIS RFP

Any addenda to this RFP shall become part of this RFP and part of any contract resulting from this RFP.

### 1.4.3 ISSUING OFFICE

This RFP is issued by the Purchase Bureau, Division of Purchase and Property. The email address noted above is to be used for all contact between the bidder and the State for purposes of this RFP.

### 1.4.4 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after bids are opened because of a bidder's failure to be knowledgeable of all the requirements of this RFP. By submitting a bid proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.

### 1.4.5 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by bidders before the award of the contract resulting from this RFP.

### 1.4.6 CONTENTS OF BID PROPOSAL

The entire content of every bid proposal will be publicly opened and becomes a public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal.

All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment with the Purchase Bureau via email to inspect bid proposals received in response to this RFP.

### 1.4.7 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to do so may preclude an award being made to the bidder.

### 1.4.8 JOINT VENTURE

Joint Ventures are prohibited for this procurement. All bidders must bid on a bidder alone basis or bidder plus subcontractor(s) basis.

## **2.0 DEFINITIONS**

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

### **2.1 STANDARD DEFINITIONS**

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

**All Inclusive Hourly Rate** - A rate that incorporates all direct and indirect costs including, but not limited to fees and/or profit, general clerical and administrative support, materials, supplies, all documents, forms and reproductions and all travel expenses.

**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 that will perform the evaluation, consultation and procurement services as specified.

**Contractor** - The contractor is the bidder awarded a contract.

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

**Division** - The Division of Purchase and Property

**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.

**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 State Representative responsible for the approval of all deliverables and general management oversight of this contract. All questions and concerns a contractor may have concerning this contract should be directed to the State Contract Manager. See Section 5.2 of the contract.

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

**State** - State of New Jersey.

**Task** – A discrete unit of work to be performed.

**Using Agency or Agency** - The entity for which the Division has issued this RFP and will enter into a contract.

## 2.2 **CONTRACT SPECIFIC DEFINITIONS**

**ASM Test** - Dynamometer based ASM5015 emissions test

**CIF** - Central Inspection Facility

**Contractor Project Administrator** - The individual designated by the Contractor to assume project responsibility for the services specified in this RFP.

**EM** - Equipment Manufacturer

**ERF** - State-registered emission repair facility

**ERT** - State-certified emission repair technician

**Implementation Contractor(s)** - The contractor(s) awarded a contract that is the result of any RFP developed by the Contractor. In so far as any RFP developed as part of this contract is an attempt to implement the recommended options developed by the Contractor, the Implementation Contractor shall be responsible for implementing those options.

**Lane or CIF lane** - An inspection lane in a central inspection facility

**METT** - Mass emission transient test used for program evaluation

**MIT** - Mobile inspection team

**SIF** - Specialty inspection facility

**VID** - Vehicle information database

### **3.0 SCOPE OF WORK**

The scope of work for this RFP consists of three Project Services (PS) components, Consultation, Procurement Assistance and Additional Services.

#### **3.1 TASK 1 - PROJECT START-UP: REPORTS**

This section describes the tasks the contractor is to perform with descriptions of the deliverables.

**Deliverables** presented to the State must be submitted to the State Contract Manager. The State Contract Manager shall be responsible for distributing copies to the State Project Team. All deliverables presented to the State must be in sufficient number to provide copies to State Contract Manager, all of the State Project Team Members (assume 15 members), and an additional ten (10) copies. All deliverables and copies shall be in both electronic and hard copy formats. The electronic copies shall be in the form of CD ROM discs or as an e-mail attachment if so directed by the State Contract Manager. All deliverables must be prepared in Microsoft Word for text files, Microsoft Excel for spreadsheets, and Microsoft Project for project plans/schedules. The contractor shall deliver reports that are compatible with both Microsoft Office 97 and Microsoft Office 2003. This may entail delivering one report that is compatible with both versions of Office or two sets of reports, one for each version of Microsoft Office.

**Weekly Status Reports** shall be given to the State Contract Manager by the contractor's contract Project Administrator throughout the duration of this contract and at any time directed by the State Contract Manager. These weekly reports shall be given orally in lieu of written comments at the State Contract Manager's direction, except for any deviations from approved plans. Any deviation from an approved project plan must be disclosed and submitted by the contractor's contract Project Administrator weekly both orally and in writing. The weekly status reports given by the contractor shall include the status of the development and implementation of all deliverables for this contract. It shall also include an estimate of costs expended versus the actual contract prices. The State Contract Manager may require specific contractor personnel to participate in the status reporting process. Weekly status reports shall consist of approximately two (2) hour telephone conference calls per week. The State Contract Manager may orally direct the contractor to proceed, adjust or stop work as a result of these calls. The contractor shall provide a brief summary of these calls via email sent to the State Contract Manager. The emails shall specifically include any adjustments to work orally authorized or directed by the State Contract Manager and the contractor shall maintain a record of these weekly status report emails in its files. As the project continues, the State Contract Manager may request weekly status reports more or less frequently than once a week and may cancel a weekly status report if deemed in the best interest of the State. Occasional telephone calls or meetings between the State Contract Manager and the contractor that are in addition to weekly reports shall not constitute a billable status report.

#### **Contractor Deliverable**

- Memorandum or e-mail (at the State Contract Manger's direction) which provides a brief summary of the weekly status report calls and full disclosure of any deviation from an approved project plan shall to be sent to the State Contract Manager The memorandum and/or emails shall specifically include any adjustments to work orally authorized or directed by the State Contract Manage (Price Line 1 )

#### **3.1.1 PROJECT START UP: KICK OFF MEETING**

Within two weeks of contract award, the contractor's contract Project Administrator and the contractor's key team members shall meet with the State Project Team for an initial kick off meeting in the Trenton area at a location specified by the State Contract Manager. The State will identify the members of the State Project Team at the kick-off meeting. At the kick off meeting, the State intends to include (at a minimum) the State Contract Manager, and representatives from the Motor Vehicle Commission and the State Department of Environmental Protection. The State Contract Manager may add, subtract, or replace members of the State Project Team at his/her discretion.

At the kickoff meeting, all key personnel from the contractor and the State Project Team will introduce each other and describe their role in the work of the contract. The purpose of the kick off meeting is to review the entire project and respond to any questions that the contractor may have of the State and that the State may have of the contractor. At the meeting, the contractor shall provide a review of the project plan and the



schedule that the contractor provided in its bid proposal. The contractor will propose any necessary adjustments that the contractor may think are needed at that time. The schedule must have a milestone for the conclusion of the Interim Report within the consultation phase of this contract within six (6) months of contract award or less, and a milestone for the award of any replacement operation and maintenance contract for Motor Vehicle Inspection (should one be recommended) before the current operation and maintenance contract for Motor Vehicle Inspection expires in 2007, with an allowance for a transition period should one be needed and recommended. If the contractor projects that any new or replacement contracts cannot be in place by the expiration of the current operation and maintenance contract, the contractor must explain why, and provide a revised projection of when the contracts will be in place. The State Project Team will provide comments on the project plan and both parties will discuss adjustments to the plan and schedule. Billing and payment systems will be discussed at the kick off meeting, so billing and payment staff from the State and the contractor should be present.

Within three (3) business days after the kick-off meeting, the contractor shall prepare a memorandum that documents that the meeting took place and summarizes the results. The kick off meeting memorandum shall be delivered to the State Contract Manager for review and approval. If not approved, the State Contract Manager will forward comments to the contractor and the contractor shall submit a revised memorandum to the State Contract Manager within two (2) business days after receipt of comments.

**Contractor Deliverable**

- Attendance at the kick off meeting and a memorandum, approved by the State Contract Manager, documenting the outcomes of the kick off meeting (Price Line 2 )

**3.1.2 PROJECT START UP: PROJECT PLAN**

**Draft Project Plan** - Within five (5) business days of the kick off meeting, the contractor shall prepare and deliver to the State Contract Manager a draft Project Plan that includes all the modifications discussed at the kick off meeting. The draft Project Plan shall be a modification of the proposed project plan the contractor submitted in its bid proposal. The draft Project Plan shall include a full schedule with all deliverables and milestones of this contract starting from the kick off meeting through Consultation and Procurement Assistance. (See sections 3.2 and 3.3 below). The final Project Plan and schedule shall form a base line for work.

**Final Project Plan** - The State reserves the right to request modifications, to approve, to approve conditionally, or to deny approval of the draft Project Plan and schedule. The State Contract Manager shall provide any necessary comments to the contractor concerning the draft Project Plan. The contractor shall revise the Project Plan and schedule in accordance with the State's comments and deliver a final Project Plan within five (5) business days of receipt of those comments or at a time specified by the State Contract Manager in writing.

**Updated Project Plan** - The contractor shall deliver a revised and updated Project Plan as directed by the State Contract Manager. Generally, Project Plan updates will be required whenever significant changes have been approved and the State Contract Manager deems it in the best interest of the project to have an updated Project Plan. All updated and revised Project Plans shall be prepared by the contractor and shall include a comparison of any revised schedule to the schedule specified in the final Project Plan and the reasons why there was a schedule change.

**Contractor Deliverables**

- A Draft Project Plan and a Final Project Plan, inclusive of scheduling and staffing (Price Line 3 )
- Project Plan Updates, inclusive of scheduling and staffing (Price Line 4 )

**3.2 TASK 2 - CONSULTATION**

The contractor shall provide the State with an in depth study of the current vehicle inspection program to determine whether the current program (as outlined in section 1.2.1) should continue as is or be overhauled or replaced. The contractor shall also identify components of the system that are functioning well and should not be changed.

The contractor shall prepare Interim and Final Reports as set from below, and depending on the final system approved by the State, a plan to transition to that approved system.

### 3.2.1 CONSULTATION: RESEARCH

**Research Plan** - Prior to commencing the research, the contractor shall prepare and obtain approval from the State Contract Manager of a research plan that provides an outline with milestone dates on the proposed approach to gathering information during this research phase. The research plan shall include, but is not limited to, the information it intends to gather, and any assistance it may need from the State in gathering that information. The research plan shall outline sections regarding its research approach to gathering information related to each of the components of the Enhanced Motor Vehicle Inspection System noted in Section 1.2.1 in order to meet the requirements in this scope of work. The contractor shall specify how the information it intends to gather is relevant to the work of the contract. The research plan should not address enforcement by State and local police.

**Research** - The contractor shall research all the current programs and components of the current New Jersey Enhanced Motor Vehicle System outlined in Section 1.2.1 as needed to thoroughly understand each component on an operational, technological and contractual basis. It is incumbent on the contractor to identify and obtain sufficient information to write the Interim Report outlined in Section 3.2.4. The contractor shall research the interrelationships between all those components, and the interrelationships between the public/private and State/contractor partnerships, including interrelationships with equipment manufacturers. The contractor shall access and review all information readily available to the public and seek assistance from the State Contract Manager to obtain any other information that the contractor determines is needed to understand the inspection system.

The contractor shall also perform research on the potential options to change, modify, modernize or revise the current system, if needed, sufficient to provide all the information needed to prepare options and alternatives, the interim report and final report as specified in this RFP. Included in this analysis shall be a financial and cost analysis of the different options and a financial and cost analysis of the current Motor Vehicle Inspection System. The financial analysis shall also include a financial and cost comparison between and among all the proposed options and the current Motor Vehicle System.

The contractor shall perform a systems analysis of the computer systems of the Motor Vehicle Inspection System and a review of any new or changed computer systems proposed in any option. The contractor shall also provide a comparison between and among the existing and proposed computer systems and the interconnections between systems.

The contractor shall also gather information on the motor vehicle inspection systems of other States and draw on its own experience in the motor vehicle inspection field. The contractor shall research and gather together technical and regulatory documents on safety and emissions testing that are both current and anticipatory of future evolutionary developments and trends. All this information shall be organized and referenced in the Interim and Final Reports required in this consultation task.

#### **Contractor Deliverables**

- Within two (2) weeks after approval of the Project Plan by the State Contract Manager, the contractor shall deliver a proposed Research Plan for review and approval of the State Contract Manager. Within two (2) weeks after receiving comments on the proposed Research Plan, the contractor shall deliver a final Research Plan for review and approval of the State Contract Manager unless the State Contract Manager approves a different schedule in writing. (Price Line 5)

### 3.2.2 CONSULTATION: STAKEHOLDERS RESEARCH PROJECT PLAN

The contractor shall include in its research relevant information from stakeholders in the current motor vehicle inspection system. To implement the stakeholder research process, the contractor shall submit a plan to the State Contract Manager to obtain approval of how a stakeholder research process should be conducted, how to identify stakeholders, how stakeholder information is to be collected and analyzed, and how stakeholder information is to be reported to the State Project Team. Upon approval by the State Contract Manager, the contractor shall complete a stakeholder research process plan during this research

phase, and the results shall be included in the Interim and Final reports. The contractor must invite comment from at least the following stakeholders: the public in general; the motoring public; affected State employees; any affected unions engaged in motor vehicle inspections in New Jersey; Emission Repair Facilities and Technicians; motor vehicle inspection equipment manufacturers; contractors engaged in motor vehicle inspections; the current CIF contractor and the owner/operators of PIFs. The information gathered shall include stakeholder perspectives on the motor vehicle inspection system.

#### **Contractor Deliverables**

- A proposed draft Stakeholders Project Plan and a final Stakeholders Project Plan (Price Line 6)

### **3.2.3 CONSULTATION: OPTIONS AND ALTERNATIVES**

As the contractor is transitioning between the research phases noted in Section 3.2.2 above and the development and delivery of the Interim Report in Section 3.2.4 below, the contractor should be developing and conceptualizing general options and alternatives to the Motor Vehicle Inspection System. The contractor shall provide the State Project Team with a report (outlined in 3.2.4) and one or more briefings on the key options and alternatives that it is developing for the purpose of obtaining direction from the State prior to completion of the Interim Report to reduce the number of subordinate options or alternatives that would unnecessarily complicate the Interim and Final Reports. For example, an option or alternative could be whether the inspection system should be designed to be a hybrid system, a PIF only system, a CIF only system, or some other arrangement. If the State chooses to provide direction by selecting one of the four above options, the contractor will not be required to include in the Interim and Final Reports any information on the three remaining options or alternatives. This would streamline the interim and final reports. Options and Alternatives could also include major changes that would require major new expenditures of money or changes that would require the institution of new laws or regulations.

The State Contract Manager may direct the contractor to prepare and deliver formal briefings and discussions of options and alternatives in a meeting in Trenton attended by any other persons deemed necessary by the State Contract Manager. Formal presentations may come before or after the delivery of the Options and Alternatives Report. The contractor shall prepare a memorandum summarizing any briefing meeting(s) including any adjustments to the options and alternatives recommended at such a briefing. Upon receipt of the Options and Alternatives briefing report, the State could choose to take any of several actions. It could request a briefing meeting, it could respond with comments or it could not respond and wait to see additional information supplied in the Interim Report.

#### **Contractor Deliverables**

- A briefing report that identifies the options or alternatives, and sufficient information for each so that the State can analyze and provide feedback. (Price Line 7)
- Formal briefing meetings in Trenton to present the options and alternatives. Briefing meetings could last for six (6) hours, depending on the content of the report. The contractor shall provide an agenda and presentation materials. The formal briefing meeting shall be held at the option of the State Contract Manager and is a deliverable that could be canceled or could be held more than once. Payment is dependent on the actual delivery of a briefing meeting. A memorandum documenting the outcome of each briefing meeting shall be included in the price of the briefing meeting. The contractor may be directed to provide more than one briefing meeting if the State Contract Manager determines it is necessary. The contractor shall be paid for each briefing meeting at the contract price. A memorandum documenting the outcome of each briefing meeting shall be provided to the State Contract Manager within three (3) business days of any briefing meeting. (Price Line 8)

### **3.2.4 INTERIM REPORT - MINIMUM CONTENTS**

The contractor shall deliver and present an interim report to the State Contract Manager and any other person(s) the State Contract Manager deems necessary. The Interim Report shall include at a minimum, the following information:

1. The long-term advisability of continuing the current hybrid system that combines both CIFs and PIFs, the advisability of other alternatives such as a PIF only system, a CIF only system, or other alternatives with a comparative cost analysis of such systems. The report shall also discuss the ease of

- implementation and impacts to motorist convenience for each of the alternatives. This should be addressed in the options and alternatives in number 4 below.
2. The advisability of continuing a program or any parts of the program with contractor assistance versus a program run by the State. This should be addressed in the options and alternatives in number 4 below.
  3. A discussion of other states have moved to replace systems that are or were similar to systems that New Jersey is using with more modern systems and why.
  4. A list of options or alternatives for the inspection program and each of its components (as listed in section 1.2.1) for the State to consider to improve the inspection system.
    - The pros and cons of each option or alternative
    - A comparative cost for each option or alternative, including the costs to the motorists, the State and PIFs (if any)
    - A description of what contractors, if any, may benefit from implementation of each option or alternative
    - Projections of any special one time start up costs that could be expected during transition to the future program
    - A description of the current and projected long-term changes in automobile technologies; automobile inspection technologies; automobile repair technologies, as they would affect Inspection and Maintenance programs
    - A description of current and projected long-term changes in data handling systems to effectively manage information relevant to motor vehicle inspections, including the comparative cost of those systems, and how the current New Jersey system compares to those systems
    - A list of options to revamp the types of emission and safety inspections that should be conducted
  5. A list of options to enhance the performance and accountability of the various equipment manufacturers to provide quality products, timely ongoing service, and to timely updates in equipment and software as needed by the State, its contractors, or for any PIF for any future program implementation contracts.
  6. A discussion of general implementation issues that the State should consider when analyzing the above options and alternatives. While a final transition plan cannot be detailed until the contractor receives direction from the State, the report should at a minimum address general issues that may be encountered during transition so that the State may consider these issues in formulating its direction. This should include a general discussion on timing of transitions.
  7. The contractor shall include a complete description and report on the conduct of the stakeholder research process as outlined in section 3.2.2, the relevant information collected during the stakeholder research process, and how the information was utilized in the preparation of the interim report.

**Contractor Deliverables**

The Interim Report - (Price line 9)

**3.2.5 CONSULTATION: INTERIM REPORT: CONSULTATION BRIEFING MEETINGS**

The contractor shall hold briefing meetings to brief the State Project Team and anyone else the State Contract Manager deems necessary on the contents of the interim report to obtain feedback in sufficient detail to write a Final report. The contractor shall be prepared to provide up to six (6) briefing meetings that are six (6) hours in length with up to 25 persons in each meeting. The contractor shall provide a full copy of the Interim Report for each attendee at each briefing meeting unless otherwise directed by the State Contract Manager. The contractor shall provide all information and documentation needed for these meetings, including handout materials, overhead projections and anything else that would enhance the briefing and render the Interim Report and the proposed options easy to understand. Within three (3) business days after each briefing meeting, the contractor shall provide the State Contract Manager with a memorandum documenting the outcome of each meeting, a summary of adjustments to the Interim Report that would be required to deliver a final report based on the feedback and if the contractor has received conflicting advice from one meeting to another. The State Contract Manager may arrange one or more briefing meetings to resolve conflicts. If the conflicting opinions cannot be resolved, the State Contract Manager shall provide the contractor with a final conflict resolution. The State Contract Manager may increase or decrease the number of briefing meetings depending on the need to provide the contractor with sufficient feedback to prepare a final report. The contractor shall be paid based on the actual number of briefing meetings.

**Contractor Deliverable**

- Briefing Meetings with handout materials and a memorandum documenting the outcome of each briefing meeting. Price per briefing meeting with memorandum (Price Line 10)

### 3.2.6 CONSULTATION: FINAL REPORT

Upon the completion of all the tasks above, the contractor shall issue a Final Report. The Final Report shall include the same contents as the Interim Report with modifications that emphasize the feedback received from the Consultation Meeting Briefings.

**Contractor Deliverable** - The contractor shall print and deliver 100 copies of a final printed and bound Final Report and 20 copies of the Final Report on CD ROM discs to the State Contract Manager (Price Line 11).

### 3.2.7 CONSULTATION: STATE DIRECTION

Upon receipt and review of the contractor's Final Report, the State Contract Manager, with the input from any other persons the State Contract Manager deems necessary, will provide written direction to the contractor as to whether the contractor's assistance is needed in the procurement of a qualified implementation contractor or contractors. The State Contract Manager, at his/her discretion may elect to have the contractor prepare a transition plan as described in 3.2.8 below. To prepare a transition plan, the contractor will be provided with written direction from the State Contract Manager on the final selected mix of options and alternatives.

**Contractor Deliverable**

- None

### 3.2.8 CONSULTATION: TRANSITION PLAN

Upon receipt of State direction as set forth in Section 3.2.7 above, the contractor shall prepare and submit to the State Contract Manager a transition plan to implement the direction provided by the State Contract Manager. The transition plan shall include all procurement activities specified in Section 3.3, including technical development of RFPs, and assisting the State in the bidding and bid evaluation process. The transition plan may include a recommendation for a period of overlap whereby any old and new contracts operate concurrently to assure a smooth transition. The contractor shall provide a draft transition plan for the State Contract Manager to review. Upon receipt of the feedback, the contractor shall deliver a final Transition Plan.

**Contractor Deliverables**

- A draft transition plan and a final transition plan (Price Line 12)

### 3.3 TASK 3 - PROCUREMENT ASSISTANCE

At the request of the State, the contractor shall assist the State Project Team in the development of Request for Proposals (RFPs) to hire implementation contractors to perform the services specified in the Final Report. If no RFPs are needed, this component of the contract will not be used. The State intends to pay the contractor on a per RFP basis. For payment purposes, an RFP is a final approved RFP ready to be advertised, not a draft RFP.

The contractor's work shall include development of the technical components of the RFP and advice related to type of work of the RFP. The State of New Jersey's Purchase Bureau will provide the RFP terms and conditions in a standard template, similar to the terms and conditions in this contract.

The contractor's input to the RFP must be clear and understandable to the State and bidding community and must address all State standards. The development of the RFP requires that the contractor work with the State's procurement assistance team which may include members from the State Motor Vehicle Commission, the State Department of Environmental Protection, and the Purchase Bureau.

#### 3.3.1 PROCUREMENT ASSISTANCE: KICK-OFF MEETING

Within two (2) weeks of receiving written direction from the State Contract Manager to proceed with procurement activities, the contractor's Project Administrator and key contractor personnel shall meet with the State Project Team for Procurement and discuss the transition plan. At this meeting, the contractor shall

provide the State Contract Manager with a disclosure of its business relationships with any firms that may bid. It shall be the responsibility of the Motor Vehicle Commission and the NJDEP to determine if a business relationship represents a conflict of interest. Within three (3) business days of the conclusion of the kick-off meeting, the contractor shall prepare a memorandum that documents the meeting. The State Contract Manager may cancel the kickoff meeting and proceed without this meeting if it is determined that all the activities in developing the transition plan would make a kickoff meeting unnecessary. In such case, no payment would be made to the contractor for a kickoff meeting.

**Contractor Deliverable**

Memorandum documenting the outcome of the kick off meeting (Price Line 13).

**3.3.2 PROCUREMENT ASSISTANCE: RFP PREPARATION**

The contractor shall prepare RFP document(s) that comport with the Final Report from Section 3.2 and proceed in accordance with the approved transition plan. The State will provide the contractor with the standard terms and conditions sections and any other information deemed to be necessary. The contractor shall provide the following, including but not limited to:

**Purpose and Intent/Overview and Background:** The contractor shall prepare a purpose and intent of the RFP. The contractor shall prepare an overview and background section to provide bidders with a brief history of events that led to the need for this RFP. The Final Report (or relevant sections thereof) submitted in Section 3.2 of this contract may be referenced as supporting information and provided to potential bidders as background information as determined by the State.

**Scope of Work:** The contractor shall prepare a scope of work that includes all technical specifications, schedules, directions, work locations, equipment, health and safety standards and deliverables. Long and detailed technical specifications shall be provided in technical appendices that are cross-referenced in the scope of work. The scope of work shall include minimum standards for equipment and the performance of work. The scope of work shall include all technical specifications developed in the Final Plan unless changes are submitted to and accepted by the State Contract Manager and the State Project Team. The scope of work shall specify minimum quality standards that must be achieved by the implementation contractor.

**Price Schedules and Supporting Detail:** The contractor shall provide a detailed price schedule that is understandable and acceptable and will fairly compensate the implementation contractor while allowing the State Contract Manager to hold the implementation contractor accountable for work performed. The price schedule shall have a calculated total bid price. Any price lines that are not unit prices shall be supported with information on the level of effort the bidder should propose in support of those prices. The supporting detail of prices shall include quality and quantity of resources required to perform the work. The price schedule line items shall be clearly linked to Scope of Work sections so that bidders understand the relationships between work to be performed and prices bid.

**Explanation of Price Schedules:** The contractor shall prepare a written section in the RFP that explains every price line, the unit of measure and the work that must be performed in order to be eligible for payment.

**Payment** – The contractor shall prepare a section on payments. This section shall discuss the frequency of payment to the implementation contractor and the supporting documentation that the implementation contractor must submit to support its invoice. (i.e. payroll records, number of inspections, etc.) The RFP shall discuss the State Purchase Order process and the submission of State Payment Vouchers. If the implementation contractor is to collect fees, the RFP shall have a section to discuss the method of collection of those fees, the cash flow from those fees, accounting controls, record keeping, reporting, and any other financial control that the implementation contractor must maintain in a fee-based system. Such controls must be specified in any RFP that requires the implementation contractor to handle money on behalf of the State.

**Funding Source/Fees** -The contractor shall prepare a report on the sources of funds that that may, at the State's option will be included in the RFP. The State Contract Manager shall provide the contractor with this information. If fees are to be collected by the implementation contractor, the consultant shall prepare a complete discussion on the collection of fees as noted above in Payment.

**Insurance** – The contractor shall provide recommended minimum levels of insurance that the implementation contractor must have and specifications for that insurance.

**Bonds** – The contractor shall advise the State on the need for the implementation contractor to be bonded and the suggested amount of those bonds. The bonds could be, but are not limited to, bid bonds, performance bonds and/or subcontractor payment bonds.

**Contract Duration** – The contractor shall advise the State on the its recommended duration of the contract and provide a justification for that contract duration.

**Contract Extensions** – The contractor shall advise the State as to the advisability of contract extensions.

**Price Escalations** – The Contractor shall advise the State on whether and how much to incorporate price increases over the term of the contract, particularly if the contract term is longer than three (3) years. The contractor shall provide a section on the approach to those price escalations and how those escalations will be specifically determined and applied over the term of the contract extension.

**Licenses and Permits** – The Scope of Work shall include a section on licenses and permits that specifies the licenses, permits and registrations that the implementation contractor or its staff must hold.

**Minimum Qualifications and Experience** – The contractor shall determine if bidders should have minimum qualifications or experience in order to be eligible to bid and advise the State on those qualifications and prepare a section in the RFP of those qualifications, if the State Contract Manager agrees to those qualifications. Minimum qualifications shall be developed for the implementation contractor's staff.

**Retainage** – The contractor shall advise the State on whether or not the State should withhold retainage on any payments due the implementation contractor and when such retainage should be paid.

**Transitions** – The contractor shall provide for specifications on transitions between contracts. This includes an initial mobilization transition at the beginning of the contract and a demobilization transition at the end of the contract.

**Proposal Preparation and Submission:** The contractor shall delineate the requirements for bid submission. The contractor shall specify minimum qualifications and experience the bidders to be eligible for contract award. The contractor shall specify minimum qualifications for the bidder's personnel. The contractor shall require the bidder to supply documentation of experience and qualifications. The contractor shall specify any equipment that the bidder must provide.

**Bid Submission** – The RFP shall have a mix of required bid submissions. These submissions shall include the qualifications and experience of the bidder and the bidder's staff. The RFP shall require the bidder to discuss its approach to perform the scope of work. The RFP shall require the bidders to submit specialized information, such as any special equipment that the implementation contractor must propose and use to perform work. The contractor shall advise the State on the information that the bidders must submit and shall prepare those bid submission requirements in writing to be inserted into the RFP.

**Standard State Language and Forms:** The contractor shall include in the RFP all items required and provided by the State and any other suggested sections or formats that the contractor may recommend.

**Accountability** – The contractor shall prepare for the RFP a section on accountability, measures of performance and appropriate measures to determine non-performance. The measures of accountability in the performance of the contract shall include appropriate measures to reduce payment or impose liquidated damages if the implementation contractor fails to perform. The contractor shall also include minimum levels of acceptable performance by the implementation contractor's staff. The scope of work must specify that the implementation contractor shall remove those workers from work assignments where those workers deliver substandard service or are the cause of complaints from the public or State Contract Manager. The RFP shall include appropriate mechanisms to allow the State to take action to correct contract non-performance or inappropriate performance that may occur.

#### **Contractor Deliverable**

- Draft RFP(s): The contractor shall submit to the State Contract Manager complete draft RFP(s) within two months of the Kickoff Meeting and
- Final RFP(s): The Contractor shall submit to the State Contract Manager complete final RFP(s) within two weeks of receiving written feedback from the State on the draft RFP(s). (Price Line 14)

### **3.3.3 PROCUREMENT ASSISTANCE: ASSISTANCE IN THE BIDDING PROCESS**

The contractor shall provide technical support to the State Contract Manager and the State Project Team in answering any technical questions that potential bidders may have concerning the requirements in the RFP during the electronic question and answer period. The contractor shall serve as an advisor to the State in the bidding process and may not have any contact with any potential bidders during the bidding and contract award process. All contact with potential bidders will be performed by the buyer assigned to the procurement from the Purchase Bureau in the New Jersey Department of the Treasury, exclusively through email and issuance of addenda to any RFP.

**Contractor Deliverable**

- Time spent advising the State Contract Manager and preparing answers to technical questions posed by potential bidders as directed by the State Contract Manager (Price Line 15)

**3.3.4 PROCUREMENT ASSISTANCE: BID EVALUATION ASSISTANCE**

The contractor shall provide technical assistance to the Bid Evaluation Committee in the development of evaluation measures and the preparation of bid score sheets. The bid score sheets should include the relevant criteria, any weighting factors, weighted scores per criterion, and a final overall score. The contractor shall participate in the technical evaluation of bids and act as a technical advisor to the Evaluation Committee. The contractor shall review all bids as a non-voting Evaluation Committee member. and shall provide comparisons between and among bidders that will assist the Evaluation Committee in understanding similarities and differences in the bids. The contractor shall be called upon to render an opinion to the Evaluation Committee on any cost benefit analysis that the Evaluation Committee undertakes to weigh technical and personnel submissions against the price proposals. The contractor shall develop evaluation strategy and criteria including, but not limited to the following factors:

- Functional and Business Requirements
- Evaluation of the bidders' approaches to meeting the technical requirements
- Project Management
- Experience
- Staff Credentials
- The bidders size, organizational resources and financial strength to determine the bidders' overall ability to undertake and successfully complete the project

**Deliverable**

- Time spent assisting the Evaluation Committee evaluate bids, as needed, including any related evaluation documents as specified and required or requested by the Evaluation Committee or the State Contract Manager. (Price Line 15)

**3.4 TASK 4 - ADDITIONAL SERVICES**

The implementation of this contract could result in discovery of unexpected issues not specified in the RFP that may need additional contractor support to resolve. Additional services shall be paid based on the hourly rates provided on Price Schedule 8.

**3.4.1 ADDITIONAL SERVICES: TASK PROPOSALS**

When deemed necessary, the State Contract Manager shall provide the contractor with a written description of the work it seeks to have performed, and deliverables it desires to obtain from the contractor along with due dates. The contractor shall respond in writing within five (5) business days of receipt of the above description with a Task Project Plan that includes a statement that it can or cannot perform the requested tasks, and if it can perform the tasks, the contractor shall identify:

- An estimate of the total cost the contractor may charge the State, with an expected completion date
- The personnel it will utilize to complete the tasks with the number of hours proposed by the contractor to perform the task multiplied for each labor category specified on the price schedule and the approved contract hourly rate for each person
- Any material costs (such as copying costs, preparation of CDs if requested, etc) that the contractor intends to charge the State.
- A project schedule with interim milestones and milestone due dates
- The impact any additional service will have on the schedule and costs of any other on going task.

**Contractor Deliverable:**

- A draft Task Project Plan as outlined above (Price Line 16). See Section 4.4.4 and 5.25.1.1 for more information.

**3.4.2 ADDITIONAL SERVICES: TASK IMPLEMENTATION**



Subsequent to the submittal of the draft Task Project Plan, the State Contract Manager will respond in writing with an approval or denial of the plan. If approved, the contractor shall proceed in accordance with any instructions from the State Contract Manager. If not approved, the contractor shall make recommended revisions and submit a final Task Project Plan. Any payments are contingent upon the submission of periodic progress reports by the contractor. Progress reports shall include at a minimum:

- A comparison of actual completion of milestones and deliverables to that projected in the approved Task Project Plan
- A comparison of the total cost for the completion of the task compared to the projected cost of the task as described in the approved Task Project Plan
- A description of any milestones not achieved by their due dates, with an explanation why they were not completed, and include a revised projection to when they will be completed
- A comparison of the actual hours expended per person and labor category to that projected in the approved Task Project Plan

**Contractor Deliverable:**

- A final Task Project Plan (Price Line 16). See Section 4.4.4 and 5.25.1.1 for more information.
- Periodic Progress Reports (Price Line 16) See Section 4.4.4 and 5.25.1.1 for more information.
- Interim and final deliverables as specified in each task (Price Line 16) See Section 4.4.4 and 5.25.1.1 for more information.

## **4.0 PROPOSAL PREPARATION AND SUBMISSION**

### **4.1 GENERAL**

The bidder must follow instructions contained in this RFP and in the bid cover sheet in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The information required to be submitted in response to this RFP has been determined to be essential in the bid evaluation and contract award process. Any qualifying statements made by the bidder to the RFP's requirements could result in a determination that the bidder's proposal is materially non-responsive. Each bidder is given wide latitude in the degree of detail it elects to offer or the extent to which plans, designs, systems, processes and procedures are revealed. Each bidder is cautioned, however, that insufficient detail may result in a determination that the bid proposal is materially non-responsive or, in the alternative, may result in a low technical score being given to the bid proposal.

The bidder is instructed to clearly identify any requirement of this RFP that the bidder cannot satisfy.

### **4.2 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 cover sheet. Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals. State regulation mandates that late bid proposals are ineligible for consideration. **THE EXTERIOR OF ALL BID RESPONSE PACKAGES MUST BE LABELED WITH THE BID IDENTIFICATION NUMBER, FINAL BID OPENING DATE AND THE BUYER'S NAME. All of this information is set forth at the top of the RFP cover sheet ([page 3 of the RFP](#)).**

### **4.3 NUMBER OF BID PROPOSAL COPIES**

Each bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. Each bidder should submit **eight (8) full, complete and exact copies** of the original. The copies requested are necessary in the evaluation of the bid proposal. Bidders 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.

Each bidder must submit one **(1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. Each bidder must submit **eight (8) full, complete, and exact copies** of the original proposal and should submit **two (2) full, complete, and exact ELECTRONIC copies** of the original proposal **on compact disk (CD)**. The copies of the proposal on CD must in PDF file format to be viewable by State evaluators using Adobe Acrobat Reader software. Bidders 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 PROPOSAL CONTENT**

The bid proposal should be submitted in one volume and that volume divided into four (4) sections as follows:

- Section 1 - Forms (Section 4.4.1)
- Section 2 - Technical Proposal (Section 4.4.2)
- Section 3 - Organizational Support and Experience (Section 4.4.3)
- Section 4 - Cost Proposal (Section 4.4.4)

The following Table describes the format of the bid proposal that should be prepared with tabs (separators), and the content of the material located behind each tab.

TAB	CONTENTS	RFP SECTION REFERENCE	COMMENTS
1	Forms	<a href="#">Cover sheet</a>	Completed and signed cover sheet (Page 3 of this RFP)
		<a href="#">4.4.1.1</a>	Ownership Disclosure Form ( <a href="#">Attachment 1</a> )
		<a href="#">4.4.1.2</a>	MacBride Principles Certification ( <a href="#">Attachment 2</a> )
		<a href="#">4.4.1.3</a>	Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate ( <a href="#">Attachment 3</a> )
		<a href="#">4.4.1.4</a>	Notice of Intent to Subcontract Form and Subcontractor Utilization Plan ( <a href="#">Attachment 4</a> )
		<a href="#">1.1 of the Standard Terms &amp; Conditions</a>	Business Registration from Division of Revenue
		<a href="#">4.4.1.8</a>	Bid Bond
		<a href="#">4.4.1.9</a>	Source Disclosure Form
2	Technical Proposal	<a href="#">4.4.2.1</a>	Management Overview
		<a href="#">4.4.2.2</a>	Contract Management
		<a href="#">4.4.2.3</a>	Contract Schedule
		<a href="#">4.4.2.4</a>	Mobilization and Implementation Plan
		<a href="#">4.4.2.5</a>	Potential Problems
3	Organizational Support and Experience Proposal	<a href="#">4.4.3.1</a>	Location
		<a href="#">4.4.3.2</a>	Organization Chart (Contract Specific)
		<a href="#">4.4.3.3</a>	Resumes
		<a href="#">4.4.3.4</a>	Backup Staff
		<a href="#">4.4.3.5</a>	Organization Chart (Entire Firm)
		<a href="#">4.4.3.6</a>	Experience of Bidder on Contracts of Similar Size and Scope
		<a href="#">4.4.3.7</a>	Financial Capability of the Bidder
		<a href="#">4.4.3.8</a>	Subcontractor(s)
4	Cost Proposal	<a href="#">4.4.4</a>	Price Schedules ( <a href="#">Attachment 5</a> )

#### 4.4.1 SECTION 1 – FORMS

##### 4.4.1.1 COVER SHEET

The bidder shall complete sign and submit the Cover Sheet. The Cover Sheet is provided on [page 3](#) of this RFP.

##### 4.4.1.2 OWNERSHIP DISCLOSURE FORM

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

The Ownership Disclosure Form is attached as [Attachment 1](#) to this RFP.

##### 4.4.1.3 MACBRIDE PRINCIPLES CERTIFICATION

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another vendor.

The MacBride Principles Certification Form is attached as [Attachment 2](#) to this RFP

#### 4.4.1.4 AFFIRMATIVE ACTION

The bidder must complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a valid and binding contract.

The Affirmative Action Forms are attached as [Attachment 3](#) to this RFP.

#### 4.4.1.5 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 Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Appendix 1, Section 1.1. of the Standard Terms and Conditions and Section 5.3 of this RFP for additional information concerning this requirement.

#### 4.4.1.6 EXECUTIVE ORDER 134

Refer to Section 5.27 of this RFP for more details concerning this requirement.

#### 4.4.1.7 NOTICE OF INTENT TO SUBCONTRACT/SUBCONTRACTOR UTILIZATION PLAN

**All bidders** must include in their bid proposal a completed and signed **Notice of Intent to Subcontract** form (Attachment 7). Bidders intending to utilize subcontractors **must** also include a completed and signed **Subcontractor Utilization Plan form** (Attachment 7). Failure to submit the required forms shall result in a determination that the bid is materially non-responsive.

#### 4.4.1.8 BID BOND

Not Applicable.

#### 4.4.1.9 EXECUTIVE ORDER 129

**THE BIDDER SHOULD SUBMIT WITH ITS BID PROPOSAL A COMPLETED SOURCE DISCLOSURE FORM.**

Refer to Section 5.28 and Attachment 8 for more information concerning this new requirement.

#### 4.4.2 SECTION 2 - 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:

##### 4.4.2.1 MANAGEMENT OVERVIEW

**Overall Technical Approach** - 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.

The overall technical approach should discuss the big picture and the big issues that relate to state automobile inspection systems in general and New Jersey's Enhanced Motor Vehicle Inspection Program in particular and how this contract relates to the big issues, how the bidder will perform this contract overall and how the skills and talents of the bidder will satisfy the overall requirements of this contract as well as the larger issues of which this contract is a part. In this section, the bidder should demonstrate its grasp of the overall work, the appropriateness of its overall technical approach and its understanding of what this contract is designed to accomplish. Only the general approach should be discussed here because the detailed approach will be provided in response to Section 4.4.2.2 below.

#### **4.4.2.2 CONTRACT MANAGEMENT**

**Detailed Technical Approach** - The bidder shall describe its specific detailed 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. The detailed technical approach shall follow the Scope of Work section by section and describe the bidders specific understanding of the work and how the bidder will specifically perform the work in detail. Therefore, the Contract Management Section of the bidder's technical proposal shall address its detailed plans to perform:

##### Task 1 - Project Start up

Project start up - Kick Off Meeting

Project Start up: Project Plan

##### Task 2 - Consultation

Consultation: Minimum Requirements of the Interim Report

Consultation: Research

Consultation: Stakeholders

Consultation: Options and Alternatives

Consultation: Interim Report

Consultation: Final Report

Consultation: State Direction

Consultation: Transition Plan

##### Task 3 - Procurement Assistance

Procurement Assistance: Kick off Meeting

Procurement Assistance: RFP Preparation

Procurement Assistance: Assistance in the Bidding Process

Procurement Assistance: Bid Evaluation Assistance

##### Task 4 - Additional Services

Additional Services: Task Proposals

Additional Services: Task Implementation

In sections of the scope of work where the contractor is required to produce plans, propose options, design programs, perform research or design studies, the bidder should discuss its approach to selecting options and designing studies.

**Align work with Price Schedule Deliverables** - In describing each aspect of work, the bidder shall describe the deliverable associated with the task and what it intends to produce for that deliverable. Deliverable descriptions should clearly align with the sixteen (16) billable deliverables specified on the Price Schedule in such a way that a reader of the technical proposal can clearly discern and relate the work the bidder intends to perform with the deliverable the bidder intends to deliver with the bid price on Price Schedule-1. This in turn will allow the reader to identify the staff mix and hours the contractor proposes to produce the deliverables by referring to Price Schedule- 2 through and including Price Schedule-8 where specified.

**Reiterations of the RFP** - 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.

#### **4.4.2.3 CONTRACT SCHEDULE**

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

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

#### **4.4.2.4 MOBILIZATION AND IMPLEMENTATION PLAN**

It is essential that the State move forward quickly to have the contract in place. Therefore, the bidder shall include as part of its proposal a mobilization and implementation plan, beginning with the date of notification of contract award

Such mobilization and implementation plan should include the following elements:

- (a) A detailed timetable for the mobilization and implementation period designed to demonstrate how the bidder will have the contract up and operational.
- (b) The bidder's plan for the deployment and use of management, supervisory or other key personnel during the mobilization and implementation period. The bidder should clearly identify management, supervisory or other key staff that will be assigned during the mobilization and period.
- (c) The bidder's plan for recruitment of staff and subcontractors required to provide all services required by the RFP

#### **4.4.2.5 POTENTIAL PROBLEMS**

The bidder shall 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.

### **4.4.3 SECTION 3 - ORGANIZATIONAL SUPPORT AND EXPERIENCE**

The bidder shall 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.

#### **4.4.3.1 LOCATION**

The bidder shall 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.

#### **4.4.3.2 ORGANIZATION CHART (CONTRACT SPECIFIC)**

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

This RFP requires the bidder to classify all personnel into five (5) general labor categories;

Contract Project Administrator (no Higher Management)  
Senior Research Specialists  
Research Specialists  
Administrative Support Specialists (no Clerical Staff)  
Stakeholder Survey Specialists

The general qualifications for each category of labor are as follows:

Contractor Project Administrator - This person will be the single person in charge of this contract for the contractor and will be the primary person the State Contract Manager will contact on any issue related to this contract. This person should have experience in leading projects of similar size and scope and should have significant professional background and experience. Experience related to motor vehicle inspections in particular must be described and documented. The Contractor's Project Administrator may lead the State Briefing Meetings for Options and Alternatives (Section 3.2.4), and the Interim Report Consultation Briefing Meetings (Section 3.2.6). The bidder may not propose any ancillary management staff that will perform corporate administrative duties related to this contract. Higher management within a bidder's firm shall be considered an overhead cost and shall be included as overhead in the total bid price of the contract.

Senior Research Specialists - These are the leaders of the specialized research and work that the contractor will perform. These will be either the bidder's personnel or subcontracted personnel that the bidder proposes to lead and coordinate specialized aspects of the contract. As such, these persons should have masters' degrees or higher in a field related to assigned work or a professional certification (such as licensed Professional Engineer, Certified Public Accountant, etc.) or have at least fifteen (15) years experience in automobile inspection components or systems. A Certified Public Accountant shall be certified by the State of New Jersey and shall be used to certify the accuracy of the financial and cost analysis required in the scope of work. The Certified Public Accountant shall also certify the accuracy of any calculations the contractor eventually uses in the describing the potential costs of proposed options (but not necessarily the underlying technical assumptions). Senior Research Specialists will also serve as the bidder's technical experts that will respond to any technical questions posed by the State Contract Manager, the Project Team or attendees at any briefing meeting. The contractor shall supply a Systems Analyst to evaluate computer systems as specified in the scope of work.

Research Specialists - These are professional staff, normally with bachelors' degrees or equivalent or that have at least seven (7) years experience in automobile inspection components or systems, that will perform professional work as assigned and supervised by the Contract Project Administrator and/or the Senior Research Specialists.

Administrative Support Specialists (no clerical) - These are technical staff that will support the work of the contractor. These personnel may generally have less than a bachelor's degree and less than seven (7) years experience in automotive inspections components or systems and will generally perform basic support tasks for the contractor. Clerical staff that performs in-office typing, copying and telephone answering support may not be included in this category. Clerical staff shall be included in the bidder's overhead cost projections and included in the total bid price.

Stakeholder Survey Specialists - These persons or person shall act at the level of Senior Research Specialists and shall have a similar level of education, professional certification or at least 15 years experience. The Stakeholder Survey Specialist(s) are persons experienced in public relations, public outreach and are effective communicators. The Stakeholder Senior Survey Specialist(s) may be responsible for developing the Stakeholder Project Plan (Section 3.2.3), shall be responsible for developing representative and defensible surveys of stakeholders, shall lead the stakeholder survey efforts, may lead any stakeholders meetings and shall be the bidder's technical expert for the stakeholder surveys.

#### 4.4.3.3 RESUMES

Detailed resumes shall be submitted for the 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:

- The individual's qualifications, education and any professional certifications for the labor category for which the individual is assigned.
- The individual's previous experience in completing similar contracts, a description of those similar contracts and beginning and ending dates those contracts. The description of the contract should demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to the services required by this RFP.
- With respect to each similar contract, the bidder should include the name, address and a telephone number of each reference together with a person to contact for a reference check

#### 4.4.3.4 BACKUP STAFF

The bidder shall 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.

#### 4.4.3.5 ORGANIZATION CHART (ENTIRE FIRM)

The bidder shall 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.

#### 4.4.3.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE

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

#### 4.4.3.7 FINANCIAL CAPABILITY OF THE BIDDER

The bidder shall provide proof of its financial capacity and capabilities to undertake and successfully complete the contract. To satisfy this requirement, the bidder shall submit a certified financial statement, including applicable notes, reflecting the bidder's assets, liabilities, net worth, revenues, expenses, profit or loss, and cash flow for the most recent calendar year or the bidder's most recent fiscal year; or, if a certified financial statement is not available, either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statement. In addition, the bidder must submit a bank reference.

#### 4.4.3.8 SUBCONTRACTOR(S)

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

- B. 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.
- C. The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable section or subsection of this RFP.
- D. 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.
- E. 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.

#### 4.4.4 SECTION 4 - PRICE PROPOSAL

The bidder shall prepare and submit the Price Schedule as provided in Attachment 5. All estimated quantities on the price schedule are for bidding purposes only and do not represent maximum or minimum deliverable quantities. The contractor shall be paid based on actual quantities delivered. The prices must include all work either expressed or implied that the contractor must do to produce and deliver the deliverables as specified in the Scope of Work and as proposed in the accepted bid proposal. Unless specified otherwise, the price for a final deliverable shall include the cost of preparing and delivering a draft of that deliverable and modifying the draft to create the final deliverable. See Section 5.25.1 for a discussion on payment for draft deliverables and partial payments. Minimum deliverables are specified in Section 3.0 unless modified within the discussion of the deliverable itself.

All prices shall be firm fixed all inclusive prices. Unit prices shall be multiplied by the estimated quantities to calculate a total. Totals in a column are to be added together to create a total price for each price schedule as indicated.

##### 4.4.4.1 PRICE SCHEDULE-1

The contractor shall complete the prices on the price schedules as follows:

Line 1 - Weekly Status Reports - The bidder shall provide an all inclusive unit price for the two (2) hour weekly status report telephone calls including the summary as specified in Section 3.1. The bidder shall multiply the unit price by the estimated quantity to develop a total price

Line 2 - Kick Off Meeting - The bidder shall submit an all inclusive price for attendance at the kick off meeting including preparation of the memorandum summarizing the meeting as specified in Section 3.1.1.

Line 3 - Final Project Plan - The bidder shall submit an all inclusive price for the final project plan as specified in Section 3.1.2. Work includes the cost of preparing and delivering the draft project plan. See Section 5.25.1 for a discussion on payment.

Line 4 - Project Plan Update - The bidder shall provide an all inclusive unit price for a Project Plan Update and multiply the unit price by the estimated quantity to create a total price.

Line 5 - Final Research Plan - The bidder shall use Price Schedule-2 to develop the price for the Final Research Plan. The bidder shall propose one Contract Project Administrator and may propose none, one or more than one person in each of the remaining four (4) labor categories. The bidder shall also propose the hourly rate and the number of hours for each person, multiply the hourly rate by the number of hours and create a total price for that person. The hourly rates shall be all inclusive firm fixed prices. The staffing categories are;

Contract Project Administrator (no higher management)  
Senior Research Specialist  
Research Specialist  
Administrative Support Specialist (no clerical)  
Stakeholder Survey Specialist

All staff proposed by the contractor on Price Schedule-2 must be included within these five (5) categories. The management in the bidder's firm higher than Contract Project Administrator shall be considered overhead and may not be billed as a separate labor category. Clerical staff shall also be considered overhead and may not be billed or listed separately as administrative support staff. The cost of the draft and final deliverables as specified in the RFP and as proposed in the bid proposal shall be included in the final total bid price. The bidder shall add all the proposed hours of all the proposed staff to create a total number of hours and shall add all the total prices for each person to create a total bid price. The total bid price on Price Schedule 2 shall be a firm fixed price to perform all work associated with the production of the Final Research Plan. That total shall be carried forward to Price Line 5 on Price Schedule-1

Line 6 - Final Stakeholders Project Plan - The bidder shall use Price Schedule-3 to develop the price for the Final Stakeholders Project Plan. All the rules specified for line 5, the Final Research Plan apply to line 6 and Price Schedule-3.

Line 7 - Options and Alternatives Briefing Report - The bidder shall use Price Schedule-4 to develop the price for the Options and Alternatives Briefing Report. All the rules specified for line 5, the Final Research Plan apply to line 7 and Price Schedule-4.

Line 8 - Options and Alternatives Briefing Meeting - The bidder shall submit an all inclusive price for the Options and Alternatives Briefing Meeting including all associated deliverables as specified in Section 3.2.3 and as proposed in the bid proposal.

Line 9 - Interim Report - The bidder shall use Price Schedule-5 to develop the price for the Interim Report. All costs associated with the preparation of the Interim Report up to the point where the State Contract Manager provides comments and indicates that the contractor may proceed to develop the final Interim Report shall be included in this price. All the rules specified for line 5, the Final Research Plan apply to line 9 and Price Schedule-5.

Line 10 - Interim Report Briefing Meetings - The bidder shall submit an all inclusive unit price for attending the briefing meetings, providing handouts and summarizing each meeting. The bidder shall multiply the unit price by the estimated quantity to develop a total price.

Line 11 - Final Report - The bidder shall provide an all inclusive unit price to prepare the final report and all associated deliverables from the approved (with comments) interim report.

Line 12 - Transition Plan - The bidder shall provide an all inclusive unit price to produce a transition plan and multiply the unit price by the estimated quantity to create a total price.

Line 13 - Procurement Assistance Kick Off Meeting - The bidder shall provide an all inclusive unit price for attending the Procurement Assistance Kick Off Meeting and providing all the associated deliverables. The bidder shall multiply the unit price by the estimated quantity to develop a total price.

Line 14 - Procurement Assistance, RFP Preparation - The bidders shall use Price Schedule-6 to develop the price for Procurement Assistance, RFP Preparation. At this point, the State believes it is impossible to project the amount of time and effort needed to provide Procurement Assistance for RFP Preparation. Therefore, the bidder shall provide all inclusive hourly rates for all staff provided in each labor category. For each labor category there is a proposed total estimated hours. If the bidder is proposing more than one person in a labor category, the bidder shall divide the number of hours among the proposed persons equally. For example, Price Schedule 6 requires 70 hours for Senior Research Specialists. If the bidder proposes two (2) Senior Research Specialists, the bidder shall allocate 35 hours to each. The bidder shall multiply the hourly rates for each Senior Research Specialist by the estimated hours to develop a total price. The bidder shall add all the total prices to create a total bid price and insert that price on line 14 of Price Schedule-1.

Line 15 - Procurement Assistance, Bidding Process Assistance - The directions for line 14 apply to line 15 and Price Schedule-7.

Line 16 - Additional Services - The directions for line 14 apply to line 16 and Price Schedule-8. The bidder shall include all proposed staff on the additional services price schedule.

## **5.0 SPECIAL TERMS AND CONDITIONS**

### **5.1 PRECEDENCE OF CONTRACTUAL TERMS AND CONDITIONS**

The contract shall consist of this RFP, addenda to this RFP, the vendor's bid proposal, and the Division's Notice of Acceptance.

Unless specifically noted within this RFP, the Special Terms and Conditions, take precedence over the Standard Terms and Conditions, attached as [Appendix 1](#)

In the event of a conflict between the provisions of this RFP, including the Standard Terms and Conditions and the Special Terms and Conditions, and any addendum to the 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 proposal, the RFP and/or the addendum shall govern.

### **5.2 STATE 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 Manger name, department, division, agency, address, telephone number, fax phone number, and email address.

#### **5.2.1 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.

#### **5.2.2 OTHER DUTIES OF THE STATE CONTRACT MANAGER**

The State Contract Manager shall have the following additional duties:

- a) If the State Contract Manager determines that the Contractor has failed to perform the work of the contract and is unable to resolve that failure to perform directly with the contractor, the State Contract Manager shall file a formal complaint with the Contract Compliance Unit in the Division of Purchase and Property and request that office to assist in the resolution the contract performance problem with the contractor.
- b) The State Contract Manager is responsible for arranging for contract extensions and preparing any re-procurement of the contract with the Purchase Bureau.
- c) The State Contract Manager is responsible for obtaining permission from the Director to reduce the scope of work, amend the contract or add work or special projects to the contract after contract award.
- d) The State Contract Manager is responsible for completion of the Project Performance Assessment Form for submission to the CCAU Unit of the Division, with a copy to the Associate Director of OMB; and

- e) The State Contract Manager is responsible for submitting the Contractor final deliverables to the Associate Director of OMB.
- f) The State Contract Manager is also responsible to formally report, to the Division of Purchase and Property's Assistant Director, CCAU, using the PB-36 Formal Complaint form, all instances when deliverables, i.e. commodities and/or services, are not in accordance with the contract specifications or scope of work. Variances from contract pricing shall be reported in this same manner to ensure that State and other using agencies receive the goods and/or services at the pricing established at the time of contract award or amendment(s) to the contract.

### 5.2.3 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.

### 5.3 PERFORMANCE BOND

Not Applicable.

### 5.4 BUSINESS REGISTRATION

The following shall supplement the Standard Terms and Conditions pertaining to Business Registration set forth in, [Appendix 1, Section 1.1](#).

"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 50% 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;

"Contractor" means a business organization that seeks to enter, or has entered into, a contract to provide goods or services with a contracting agency;

"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; with respect to this Contract, the contracting agency shall mean the Division;

"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.

A bidder shall submit a copy of its business registration at the time of submission of its bid proposal in response to this RFP.

A subcontractor shall provide a copy of its business registration to any contractor who shall forward it to the contracting agency. No contract with a subcontractor shall be entered into by any contractor unless the subcontractor first provides proof of valid business registrations.

The contractor shall provide written notice to all subcontractors that they are required to submit a copy of their business registration to the contractor. 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 contracting agency 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 contracting agency before a request for final payment is made to the using agency.

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 sales of tangible personal property delivered into the State.

This paragraph shall apply to all contracts awarded on and after September 1, 2004

## **5.5 CONTRACT TERM AND EXTENSION OPTION**

The term of the contract shall be for a period of two (2) years. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP ([page 3 of this RFP](#)). If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

The contract may be extended for two (2) additional periods of up to one (1) year, by mutual written consent of the contractor and the Director at the same terms, conditions and pricing. The length of each extension shall be determined when the extension request is processed.

Should the contract be extended, the contractor shall be paid at the rates in effect in the last year of the contract.

## **5.6 CONTRACT TRANSITION**

In the event services end by either contract expiration or termination, it shall be incumbent upon the contractor to continue services, if requested by the Director, until new services can be completely operational. The contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the State to ensure a smooth and timely transition to the replacement contractor. Such transitional period shall not extend more than ninety (90) days beyond the expiration date of the contract, or any extension thereof. The contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by the State.

## **5.7 AVAILABILITY OF FUNDS**

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless funds are made available each fiscal year to the Using Agency by the Legislature.

## **5.8 CONTRACT AMENDMENT**

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

## **5.9 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.

#### 5.10 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.

#### 5.11 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede [Section 3.11](#) of the Standard Terms and Conditions of this RFP.

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.

#### 5.12 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.

### 5.13 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.

### 5.14 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.

### 5.15 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.

### 5.16 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.

### 5.17 CLAIMS AND REMEDIES

#### 5.17.1 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.

#### 5.17.2 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.

#### 5.17.3 REMEDIES FOR NON-PERFORMANCE

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

### 5.18 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.



## 5.19 RETAINAGE

Not Applicable.

## 5.20 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 cost proposal.

## 5.21 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.

## 5.22 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.

## 5.23 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.

## 5.24 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 cost proposal 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 cost proposal 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 all 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.

## **5.25 FORM OF COMPENSATION AND PAYMENT**

This Section supplements [Section 4.5 of the RFP'S Standard Terms and Conditions](#). The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

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.

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

The contractor shall be paid using the following special rules:

#### **5.25.1.1 UNIT PRICED LINE ITEMS ON PRICE SCHEDULE-1**

Unit priced line items on Price Schedule-1 are line items 1, 2, 3, 4, 8, 10, 11, 12 and 13. For each of these line items, the contractor shall be eligible for payment upon receipt of the deliverables related to that line. Payment is dependent on a judgment and acceptance by the State Contract Manager that the deliverable(s) comply with the specifications in the RFP and as proposed in the bid proposal. The contractor shall summarize any partial payments in a final billing and subtract the partial payments from the total due. The contractor shall not be eligible for payment for price line 13 if no kickoff meeting is held.

#### **5.25.1.2 - PARTIAL PAYMENT FOR UNIT PRICED LINE ITEMS**

The State Contract Manager, in his/her sole discretion, may allow a partial payment for the line items noted in Section 5.25.1.1 above where the contractor is required to submit a draft of a deliverable. In such a situation, the State Contract Manager may pay up to seventy percent (70%) of the total price upon receipt of the draft provided that the State Contract Manager determines that the draft is at least eighty (80) percent complete. The contractor will not be eligible for this payment if the State Contract Manager determines that the deliverable is not eighty percent (80%) complete. In such an instance, the State Contract Manager shall return the draft to the contractor and require the contractor to submit another draft.

#### **5.25.1.3 - PRICE LINES 5, 6, 7**

For Price Schedule-1, price lines 5, 6, and 7 that are developed based on the hourly rate Price Schedules 2, 3, and 4, the contractor shall be eligible for payment upon receipt of the deliverables related to the line

items. For price lines 5, 6, and 7 the contractor shall be paid the same as if they were unit price lines as specified in Section 5.25.1.1 and 5.25.1.2 above.

#### 5.25.1.4 - PRICE LINE 9 - PROGRESS PAYMENTS

For price line 9 on Price Schedule -1, the State understands that the research and development to provide the interim report may take several months. Therefore, the contractor shall be eligible for monthly progress payments for this line item. The contractor shall be eligible for monthly progress payments provided that the contractor provides a written summary of the work that has been done to date, a written summary of the work that needs to be done and an estimate of the percentage of work that has been completed on that line item. The State Contract Manager may also require a tally of the hours worked to date and the costs incurred to date for that line item. With the supporting summary, the State Contractor Manager, in his/her sole discretion, may allow a monthly progress payment of up to ten (10) percent of the total price for that line item provided that the progress payment does not exceed the estimated percentage of work completed or that the total payments do not exceed the payments due had the contractor been paid on an hourly rate basis. The cumulative total of all progress payments may not exceed seventy percent (70%) of the total bid price for that line item.

#### 5.25.1.5 - PRICE LINES 14, 15 AND 16

For price lines 14, 15 and 16 on Price Schedule-1, the actual amount of work that will be performed cannot be projected. The total bid price on the price schedule is for bidding purposes only and does not represent the actual amount of work that will be performed. Engagement shall follow the process noted in Section 3.4.1. The State Contract Manger may require the work estimate to be revised. When the State Contract Manager approves the work estimate, the approval shall be in writing and the contractor shall be limited to performing work as approved. Any revisions or extensions shall go through this approval process the same as if it was a new work assignment. The contractor shall then be paid based on the work performed. The State Contract Manager may allow partial payments following the guidelines for partial payments above for other price lines.

#### 5.26 CONTRACT ACTIVITY REPORT

Not Applicable.

#### 5.27 REQUIREMENTS OF EXECUTIVE ORDER 134

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Executive Order 134 was signed on September 22, 2004 ("EO 134"). Pursuant to the requirements of EO 134, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

##### 5.27.1 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. Currently, contributions in excess of \$400 during a reporting period are deemed "reportable" under these laws. As of January 1, 2005, that threshold will be 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. It also 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 26 U.S.C.A. 527 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.

#### **5.27.2 BREACH OF TERMS OF EXECUTIVE ORDER 134 DEEMED BREACH OF CONTRACT**

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 this Order, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of EO 134; (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 EO 134; 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 EO 134.

#### **5.27.3 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 Executive Order 134 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.

#### **5.27.4 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.

#### **5.28 REQUIREMENTS OF EXECUTIVE ORDER 129**

Under the Executive Order 129 issued on September 9, 2004 ("E.O. 129"), the State shall not award a contract to a bidder that submits a bid proposal to perform services, or have its subcontractor[s] perform services, outside the United States, unless one of the following conditions is met:

- a. The bidder or its subcontractor provide a unique service, and no comparable, domestically-provided service can adequately duplicate the unique features of the service provided by the bidder or and/or its subcontractor; or
- b. A significant and substantial economic cost factor exists such that a failure to use the bidder's and/or the subcontractor'[s] services would result in economic hardship to the State; or
- c. The Treasurer determines that a failure to use the bidder's and/or its subcontractor's services would be inconsistent with the public interest.

#### **5.28.1 SOURCE DISCLOSURE REQUIREMENTS**

Pursuant to E.O. 129, all bidders seeking a contract with the State of New Jersey must disclose:

- a. The location by country where services under the contract will be performed; and
- b. The location by country where any subcontracted services will be performed.

Accordingly, the bidder should submit with its bid proposal the Source Disclosure Certification form (Attachment 8), filled out with the sourcing information required for itself and any proposed subcontractor, identified in the Intent to Subcontract Form. If the information is not submitted with the bid proposal, it shall be submitted within five (5) business days of the State's request for the information. **FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.**

#### **5.28.2 SHIFT TO OUTSOURCED SERVICES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF THE 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 the services outside of the United States, the contractor shall be deemed in breach of the contract, which contract shall be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and conditions, unless the Director shall have first determined in writing that extraordinary circumstances require a shift of services or that a failure to shift the services would result in economic hardship to the State.

#### **5.29 MODIFICATIONS AND CHANGES TO THE STANDARD TERMS AND CONDITIONS**

Appendix 1 in this RFP is the State of New Jersey Standard Term and Conditions. The terms and conditions are modified as follows:

##### **5.29.1 LIABILITY - COPYRIGHT**

Section 2.1 of Appendix 1, the New Jersey Standard Terms and Conditions, 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.

### 5.29.2 INDEMNIFICATION

Section 2.2 of Appendix 1, the New Jersey Standard Terms and Conditions, is deleted and replaced with the following:

#### **2.2 Indemnification**

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

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

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

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

### 5.29.3 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

Section 2.3 of Appendix 1, the State of New Jersey Standard Terms and Conditions regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance. Add the following to Section 2.3 of Appendix 1

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

## **6.0 PROPOSAL EVALUATION/CONTRACT AWARD**

### **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, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

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 THE BIDDER'S GENERAL APPROACH AND PLANS IN MEETING THE REQUIREMENTS OF THIS RFP**

- A. The bidder's general approach and plans in meeting the requirements of this RFP written in response to Section 4.4.2.1 (Management Overview).
- B. The bidder's detailed approach and plans to perform the services required by the Scope of Work of this RFP written in response to Section 4.4.2.2 (Contract Management).
- C. The bidder's documented experience in successfully completing contracts of a similar size and scope to the work required by this RFP written in response to Section 4.4.3.6 (Experience of bidder on contracts of similar size and scope) and Section 4.4.3.8 (Experience of any subcontracted firm on contracts of similar size and scope, and relevance of the subcontractor to the project).
- 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 written in response to Section 4.4.3.3 (Resumes), Section 4.4.3.4 (Backup staff) and 4.4.3.8 (experience and qualifications of subcontracted personnel).

- 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: Section 4.4.2.3 (Contract Schedule), Section 4.4.2.4 (Mobilization and Implementation Plan), Section 4.4.2.5(Potential Problems), Section 4.4.3.1 (Location), Section 4.4.3.2 (Organization Chart - Contract Specific),Section 4.4.3.5 (Organization Chart - Entire Firm), and Section 4.4.3.7 (Financial Capability of the Bidder) .

### **6.3.2 THE BIDDER'S PRICE PROPOSAL**

For evaluation purposes, bidders will be ranked according to the adjusted total bid price in [Attachment 5](#). Adjustments shall be in according to Section 6.3.3 below.

### **6.3.3 BID PRICE DESCREPANCIES**

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 correct sum of the column of figures.

### **6.4 CONTRACT AWARD**

The contract shall be awarded with reasonable promptness by written notice to that responsible bidder whose bid proposal, conforming to the RFP, will be most advantageous to the State, price and other factors considered. Any or all bids may be rejected when the State Treasurer or the Director of the Division of Purchase and Property determines that it is in the public interest so to do.



## **7.0 ATTACHMENTS, SUPPLEMENTS AND APPENDICES**

### **To Be Submitted With Bid Proposal**

#### **ATTACHMENTS**

[Cover Sheet \(Page 3 \)](#)

1. [Ownership Disclosure Form](#)
2. [MacBride Principles Form](#)
3. [Affirmative Action Supplement Forms](#)
4. [Subcontractor Set Aside Forms](#)
5. [Price Schedules](#)
6. [Reciprocity Form](#) (*Optional Submittal*)
7. [Business Registration Form](#)
8. [Source Disclosure Form](#)

### **Additional Information**

#### **APPENDICES**

1. [New Jersey Standard Terms and Conditions](#)
2. [Set-Off for State Tax Notice](#)

**ATTACHMENT 1 - OWNERSHIP DISCLOSURE FORM**

**OWNERSHIP DISCLOSURE FORM**

DEPARTMENT OF THE TREASURY  
 DIVISION OF PURCHASE & PROPERTY  
 STATE OF NEW JERSEY  
 33 W. STATE ST., 9TH FLOOR  
 PO BOX 230  
 TRENTON, NEW JERSEY 08625-0230

BIDDER: \_\_\_\_\_  
 \_\_\_\_\_

**INSTRUCTIONS:** Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> (Shares Owned or % of Partnership)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**INSTRUCTIONS:** Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. **If there are no owners with 10% or more interest in your firm, enter "None" below.** Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> (Shares Owned or % of Partnership)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**COMPLETE ALL QUESTIONS BELOW**

	<u>YES</u>	<u>NO</u>
1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above? (If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)	_____	_____
2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other State or the U.S. Government? (If yes, attach a detailed explanation for each instance)	_____	_____
3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material, or supplies? (If yes, attach a detailed explanation for each instance)	_____	_____
4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? (If yes, attach a detailed explanation for each instance)	_____	_____
5. Has any Federal, State or Local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject or any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes, attach a detailed explanation for each instance)	_____	_____

**CERTIFICATION:** I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that **I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers or information contained herein.** I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option, may declare any contract(s) resulting from this certification void and unenforceable.

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge, I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

FEIN/SSN#: \_\_\_\_\_

PRINT OR TYPE: \_\_\_\_\_

PRINT OR TYPE: \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

**ATTACHMENT 2 - MACBRIDE PRINCIPLES FORM**

**NOTICE TO ALL BIDDERS**  
**REQUIREMENT TO PROVIDE A CERTIFICATION**  
**IN COMPLIANCE WITH MACBRIDE PRINCIPLES**  
**AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I certify, pursuant to N.J.S.A. 52:34-12.2 that the entity for which I am authorized to bid:

\_\_\_\_\_ has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or

\_\_\_\_\_ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

\_\_\_\_\_  
**Signature of Bidder**

\_\_\_\_\_  
**Name (Type or Print)**

\_\_\_\_\_  
**Title (Type or Print)**

\_\_\_\_\_  
**Company Name (Type or Print)**

\_\_\_\_\_  
**Date**

**ATTACHMENT 3 – AFFIRMATIVE ACTION SUPPLEMENT**

<b>AFFIRMATIVE ACTION</b>	<b>TERM CONTRACT - ADVERTISED BID PROPOSAL</b>
DEPT OF THE TREASURY DIVISION OF PURCHASE & PROPERTY STATE OF NEW JERSEY 33 WEST STATE STREET, 9TH FLOOR PO BOX 230 TRENTON, NEW JERSEY 08625-0230	NAME OF BIDDER: _____

**SUPPLEMENT TO BID SPECIFICATIONS**

**DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:**

1. 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, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. THE CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT SUCH APPLICANTS ARE RECRUITED AND EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. SUCH ACTION 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;
2. 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, SEX, AFFECTIONAL OR SEXUAL ORIENTATION.
3. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OR WORKERS WITH WHICH IT HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE, TO BE PROVIDED BY THE AGENCY CONTRACTING OFFICER ADVISING THE LABOR UNION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS ACT AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT.
4. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, AGREES TO COMPLY WITH THE REGULATIONS PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND THE AMERICANS WITH DISABILITIES ACT.
5. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO ATTEMPT IN GOOD FAITH TO EMPLOY MINORITY AND FEMALE WORKERS CONSISTENT WITH THE APPLICABLE COUNTY EMPLOYMENT GOALS PRESCRIBED BY N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME OR IN ACCORDANCE WITH A BINDING DETERMINATION OF THE APPLICABLE COUNTY EMPLOYMENT GOALS DETERMINED BY THE AFFIRMATIVE ACTION OFFICE PURSUANT TO N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME.
6. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO INFORM IN WRITING APPROPRIATE RECRUITMENT AGENCIES IN THE AREA, INCLUDING EMPLOYMENT AGENCIES, PLACEMENT BUREAUS, COLLEGES, UNIVERSITIES, LABOR UNIONS, THAT IT DOES NOT DISCRIMINATE ON THE BASIS OF AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND THAT IT WILL DISCONTINUE THE USE OF ANY RECRUITMENT AGENCY WHICH ENGAGES IN DIRECT OR INDIRECT DISCRIMINATORY PRACTICES.
7. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVISE ANY OF ITS TESTING PROCEDURES, IF NECESSARY, TO ASSURE THAT ALL PERSONNEL TESTING CONFORMS WITH THE PRINCIPLES OF JOB-RELATED TESTING, AS ESTABLISHED BY THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY AND AS ESTABLISHED BY APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.
8. 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, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND CONFORM WITH THE APPLICABLE EMPLOYMENT GOALS, CONSISTENT WITH THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY, AND APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.

THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL FURNISH SUCH REPORTS OR OTHER DOCUMENTS TO THE AFFIRMATIVE ACTION OFFICE 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 AFFIRMATIVE ACTION OFFICE FOR CONDUCTING A COMPLIANCE INVESTIGATION PURSUANT TO SUBCHAPTER 10 OF THE ADMINISTRATIVE CODE (NJAC17:27).

**\* NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS**

**PLEASE CHECK APPROPRIATE BOX (ONE ONLY)**

- I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.

# INSTRUCTIONS FOR COMPLETING THE AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA302)

## IMPORTANT:

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.

**Item 1** - Enter the Federal Identification Number assigned to the Contractor or vendor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, but not yet issued, write the words "applied for",  
or  
If your business is such that you have not, or will not receive a Federal Employee Identification Number, enter the Social Security Number assigned to the single owner or to a partner, in case of partnership.

**Item 2** - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business, check the predominant one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

**Item 3** - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

**Item 4** - Enter the name by which the company is identified. If there is more than one company name, enter the predominant one.

**Item 5** - Enter the physical location of the company, include City, County, State and Zip Code.

**Item 6** - Enter the name of any parent or affiliated company including City, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

**Item 7** - Check the appropriate box for the total number of employees in the entire company. "Entire Company" shall include all facilities in the entire firm or corporation, including part-time employees, not use those employees at the facility being awarded the contract.

**Item 8** - Check the box appropriate to your type of company establishment. Single-establishment Employer shall include an employer whose business is conducted at more than one location.

**Item 9** - If multi-establishment was entered in Item 8, enter the number of establishments within the State of New Jersey.

**Item 10** - Enter the total number of employees at the establishment being awarded the contract.

**Item 11** - Enter the name of the Public Agency awarding the contract. Include City, State and Zip Code.

**Item 12** - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category.

Racial/Ethnic Groups will be so defined:

Black: Not of Hispanic origin. Persons have origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. This area includes for example, China, Japan, the Philippine Islands and Samoa.

**Item 13** - Check the appropriate box, if the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

**Item 14** - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

**Item 15** - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

**Item 16** - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

**Item 17** - Print or type the name of the person completing this form. Include the signature, title and date.

**Item 18** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

**State of New Jersey**  
**AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT**

**IMPORTANT - READ INSTRUCTIONS ON PRIOR PAGE CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT SHARP BALL POINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.**

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG. <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. DOES THE ENTIRE COMPANY HAVE A TOTAL OF AT LEAST 50 EMPLOYEES? <input type="checkbox"/> YES <input type="checkbox"/> NO		
8. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
9. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN N.J. : [       ]		
10. TOTAL NUMBER OF EMPLOYEES AT THE ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: [       ]		
11. PUBLIC AGENCY AWARDED CONTRACT:		CITY STATE ZIP CODE

**OFFICIAL USE ONLY**

DATE RECEIVED	OUT OF STATE PERCENTAGES	ASSIGNED CERTIFICATION NUMBER
MO/DAY/YR	COUNTY MINORITY FEMALE	

**SECTION B - EMPLOYMENT DATA**

12. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority categories, in columns 1, 2, & 3.

JOB CATEGORIES	ALL EMPLOYEES			MINORITY GROUP EMPLOYEES (PERMANENT)								
	Col. 1 TOTAL (Cols. 2&3)	Col. 2 MALE	Col. 3 FEMALE	MALE				FEMALE				
				BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	
Officials and Managers												
Professionals												
Technicians												
Sales Workers												
Office and Clerical												
Craftworkers (Skilled)												
Operatives (Semi-skilled)												
Laborers (Unskilled)												
Service Workers												
<b>TOTAL</b>												
Total employment from Previous Report (if any)												

The data below shall NOT be included in the request for the categories above.

13. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. VISUAL SURVEY <input type="checkbox"/> 2. EMPLOYMENT RECORD <input type="checkbox"/> 3. OTHER (SPECIFY)	15. IS THIS THE FIRST EMPLOYEE INFORMATION REPORT (AA.302) SUBMITTED? <input type="checkbox"/> 1. YES <input type="checkbox"/> 2. NO	16. IF NO, DATE OF LAST REPORT SUBMITTED   MO.   DAY   YEAR
14. DATES OF PAYROLL PERIOD USED		

**SECTION C - SIGNATURE AND IDENTIFICATION**

17. NAME OF PERSON COMPLETING FORM (PRINT OR TYPE)(?CONTRACTOR EEO OFFICER)	SIGNATURE	TITLE	MO.   DAY   YEAR
18. ADDRESS (NO. & STREET)	(CITY)	(STATE)	(ZIP CODE) PHONE (AREA CODE, NO. & EXTENSION)

## **ATTACHMENT 4 - SUBCONTRACTOR SET ASIDE FORMS**

### **NOTICE TO ALL BIDDERS**

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

#### **SUBCONTRACTOR UTILIZATION PLAN FORM**

#### **PROCEDURES FOR SMALL BUSINESS PARTICIPATION AS SUBCONTRACTORS**

If the bidder intends to utilize any subcontractors during the course of the contract(s) to be awarded as a result of this Request for Proposal (RFP), the bidder will include small business subcontracting targets pursuant to NJAC 17:13-4. and Executive Order 71. Each bidder is required to 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 and Economic Growth Commission-registered (Commerce) 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 categories. **All bidders must complete the Notice of Intent to Subcontract form.** Failure to include a completed and signed *Notice of Intent to Subcontract* form will be sufficient cause to reject a bidder's proposal as non-responsive.

Pursuant to Section 3.11 of the Standard Terms and Conditions, **any bidder intending to subcontract must also complete the Subcontractor Utilization Plan (Plan).** Bidders are instructed to list *all* proposed subcontractors on the *Plan*. A bidder intending to subcontract must include a completed and signed *Plan* or be subject to rejection of its proposal as non-responsive.

#### **DEFINITIONS:**

"Small business" means a business that

- is independently owned and operated
- is incorporated or registered in and has its principal place of business located in the State of New Jersey.
- Has 100 or fewer full-time employees
- Has gross revenues falling in one of the following three categories:
  1. 0 to \$500,000 (Category I);
  2. \$500,001 to \$5,000,000 (Category II);
  3. \$5,000,001 to \$12,000,000 (Category III).

"Commerce-registered" means a small business that meets the requirements and definitions of "small business" and has applied for and been approved by Commerce as a small business.

**PROCEDURE:**

If a bidder intends to subcontract, the following actions should be taken to achieve the set-aside subcontracting goal requirements:

1. Attempt to locate eligible small businesses in Categories I, II and III appropriate to the RFP;
2. Request a listing of small businesses by Category from Commerce;
3. Record efforts to locate eligible businesses, including the names of businesses contacted and the means and results of such contacts;
4. Provide all potential subcontractors with detailed information regarding the specifications;
5. Attempt, whenever possible, to negotiate prices with potential subcontractors submitting higher than acceptable price quotes;
6. Obtain, in writing, the consent of any proposed subcontractor to use its name in response to the RFP; and,
7. Maintain adequate records documenting efforts to achieve the set-aside subcontracting goals.

Proposals should also contain the following items with the *Plan*, as applicable:

1. A copy of Commerce's proof of registration as a small business for any business proposed as a subcontractor; and,
2. Documentation of the bidder's good faith effort to meet the targets of the set-aside subcontracting requirement in sufficient detail to permit the Evaluation Committee to effectively assess the bidder's efforts to comply if the bidder has failed to attain the statutory goals.

If awarded the contract, the bidder shall notify each subcontractor listed in the *Plan*, in writing.

Note that a bidder's failure to satisfy the small business subcontracting targets or provide sufficient documentation of its good faith efforts to meet the targets may preclude award of a contract to the bidder.

Bidders seeking eligible small businesses should contact:

New Jersey Commerce and Economic Growth Commission  
Office of Small Business  
20 West State Street  
PO Box 820  
Trenton, New Jersey 08625-0820

Telephone: (609) 292-2146

Each bidder awarded a contract for a procurement which contains the set-aside subcontracting goal requirement shall fully cooperate in any studies or surveys which may be conducted by the State to determine the extent of the bidder's compliance with NJAC 17:13-1.1 et seq., and this *Notice to All Bidders*.



# REQUIRED SUBMISSION

## STATE OF NEW JERSEY DIVISION OF PURCHASE AND PROPERTY (DPP)

### NOTICE OF INTENT TO SUBCONTRACT FORM

THIS **NOTICE OF INTENT TO SUBCONTRACT** FORM MUST BE COMPLETED AND INCLUDED AS PART OF EACH BIDDER'S PROPOSAL. FAILURE TO SUBMIT THIS FORM WILL BE CAUSE FOR REJECTION OF THE BID AS NON-RESPONSIVE.

DPP Solicitation Number:	DPP Solicitation Title:
Bidder's Name and Address:	

**INSTRUCTIONS:** PLEASE CHECK ONE OF THE BELOW LISTED BOXES:

**If awarded this contract, I will engage subcontractors to provide certain goods and/or services.**

ALL BIDDERS THAT INTEND TO ENGAGE SUBCONTRACTORS MUST ALSO SUBMIT A COMPLETED AND CERTIFIED **SUBCONTRACTOR UTILIZATION PLAN** WITH THEIR BID PROPOSALS.

**If awarded this contract, I do not intend to engage subcontractors to provide any goods and/or services.**

ALL BIDDERS THAT DO NOT INTEND TO ENGAGE SUBCONTRACTORS MUST ATTEST TO THE FOLLOWING CERTIFICATION:

I hereby certify that if the award is granted to my firm and if I determine at any time during the course of the contract to engage subcontractors to provide certain goods and/or services, pursuant to Section 3.11 of the Standard Terms and Conditions, I will submit the **Subcontractor Utilization Plan (Plan)** for approval to the Division of Purchase and Property in advance of any such engagement of subcontractors. Additionally, I certify that in engaging subcontractors, I will make a good faith effort to achieve the subcontracting set-aside goals established for this contract, and I will attach to the **Plan** documentation of such efforts in accordance with NJAC 17:13-4 and the **Notice to All Bidders**.

PRINCIPAL OF FIRM:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

## REQUIRED SUBMISSION IF BIDDER INTENDS TO SUBCONTRACT

STATE OF NEW JERSEY DIVISION OF PURCHASE AND PROPERTY <b>SUBCONTRACTOR UTILIZATION PLAN</b> (REFERENCED IN RFP STANDARD TERMS AND CONDITIONS)	<b>DPP Solicitation No.:</b>
<b>NOTE:</b> If utilizing subcontractors, failure to submit this properly completed form will be sufficient cause for rejection of the bid as non-responsive.	<b>DPP Solicitation Title:</b>
<b>Bidder's Name and Address:</b>  	• Bidder's Telephone No.: _____  • Bidder's Contact Person: _____

**INSTRUCTIONS:** List all businesses to be used as subcontractors. This form may be duplicated for extended lists.

SUBCONTRACTOR'S NAME ADDRESS, ZIP CODE TELEPHONE NUMBER AND VENDOR ID NUMBER	REGISTERED WITH NJ COMMERCE AND ECONOMIC GROWTH COMMISSION *			TYPE(S) OF GOODS OR SERVICES TO BE PROVIDED	ESTIMATED VALUE OF SUBCONTRACTS
	SMALL BUSINESS CATEGORY				
	I	II	III		

\* For those Bidders listing Small Business Subcontractors: Attach copies of NJ Commerce & Economic Growth Commission registration for each subcontractor listed. If bidder has not achieved established subcontracting set-aside goals, also attach documentation of good faith effort to do so in the relevant category in accordance with NJAC17:13-4 and the Notice to All Bidders.

I hereby certify that this Subcontractor Utilization Plan (Plan) is being submitted in good faith. I certify that each subcontractor has been notified that it has been listed on this Plan and that each subcontractor has consented, in writing, to its name being submitted for this contract. Additionally, I certify that I shall notify each subcontractor listed on the Plan, in writing, if the award is granted to my firm, and I shall make all documentation available to the Division of Purchase and Property upon request.

I further certify that all information contained in this Plan is true and correct and I acknowledge that the State will rely on the truth of the information in awarding the contract.

PRINCIPAL OF FIRM:

\_\_\_\_\_

(Signature)
(Title)
(Date)

Bidder Name: \_\_\_\_\_

Evaluation, Consultation and Procurement Services  
for the  
New Jersey Enhanced Motor Vehicle Inspection System

**ATTACHMENT 5 - PRICE SCHEDULES**

Bidders shall to complete and submit every price schedule page.

Refer to the Scope of Work in Section 3.0 for a description of work that is related to each price line. The awarded contractor shall perform all work specified in the Scope of Work and/or as proposed in the bid proposal for the prices bid. If there is any work item, deliverable or component thereof that does not have an explicit price line, the contractor shall apportion the costs for that work item, deliverable or component thereof among the price lines that are provided. The lack of an explicit price line for any work item or deliverable will not release the bidder from the requirement to perform that work item.

Refer to Section 4.4.4.1 and the price schedule itself for information and instructions on how to complete each price line.

Refer to Section 5.25.1 through Section 5.25.1.5 for a discussion on payments and partial payments.

Bidders must provide a price on every price line for Price Schedule-1. Failure to provide a price on any line for Price Schedule 1 will result in a determination that the bid is non-responsive and ineligible for contract award.

Bidder Name: \_\_\_\_\_

Evaluation, Consultation and Procurement Services  
for the  
New Jersey Enhanced Motor Vehicle Inspection System  
Attachment 5

**Price Schedule - 1**

Unit Price X Est. Quantity = Total				
Line #	Price Schedule - 1 Bid Item	Unit Price	Estimated Quantity	Total
1	<b><u>Weekly Status Report</u></b> including telephone conference and summary email as specified in Section 3.1 over the term of the contract. (Price per Weekly Status Report)	\$	80	\$
2	<b><u>Kick Off Meeting</u></b> attendance and follow-up memorandum as specified in Section 3.1.1 (Price per kick off meeting)	\$	1	\$
3	<b><u>Final Project Plan</u></b> as specified in Section 3.1.1. Includes the cost of preparing and submitting both the draft and final project plan. (Price per Final Project Plan)	\$	1	\$
4	<b><u>Project Plan Update</u></b> as specified in Section 3.1.2. (Price Per Project Plan Update)	\$	5	\$
5	<b><u>Final Research Plan</u></b> as specified in Section 3.2.1 (Price per Final Research Plan). Insert total price from Final Research Plan Price Schedule - 2	NA	NA	\$

Bidder Name: \_\_\_\_\_

Line #	Price Schedule - 1 Bid Item	Unit Price	Estimated Quantity	Total
6	<b><u>Final Stakeholders Research Project Plan</u></b> as specified in Section 3.2.2. Insert total price from Final Stakeholder Research Project Plan Price Schedule - 3	NA	NA	\$
7	<b><u>Options and Alternatives Briefing Report</u></b> as specified in Section 3.2.3 Insert total price from Options and Alternatives Briefing Report Price Schedule - 4	NA	NA	\$
8.	<b><u>Options and Alternatives Briefing Meetings</u></b> with summary memoranda of each meeting on the options and alternatives as specified in Section 3.2.3. (Price per Briefing Meeting)	\$	4	\$
9	<b><u>Interim Report</u></b> as specified in Section 3.2.4. (Price Per Interim Report). Insert total price from Interim Report Price Schedule - 5	NA	NA	\$
10	<b><u>Interim Report Briefing Meetings</u></b> specified in Section 3.2.5 including all associated handouts, interim reports and other documentation. (Price per Interim Report Briefing Meeting)	\$	6	\$
11	<b><u>Final Report</u></b> as specified in Section 3.2.6 with all associated deliverables. (Price per Final Report).	\$	1	\$
12	<b><u>Transition Plan</u></b> as specified in Section 3.2.8. (Price per Transition Plan).	\$	1	\$

Bidder Name: \_\_\_\_\_

Line #	Price Schedule - 1 Bid Item	Unit Price	Estimated Quantity	Total
13	<b><u>Procurement Assistance Kick Off Meeting</u></b> as specified in Section 3.3.1 including associated memorandum. (Price per kick off meeting).	\$	1	\$
14	<b><u>Procurement Assistance, RFP Preparation</u></b> as specified in Section 3.3.2 (Price per final RFP) Insert total price from Procurement Assistance, RFP Preparation Price Schedule - 6	NA	NA	\$
15	<b><u>Procurement Assistance, Bidding Process Assistance</u></b> as specified in Section 3.3.3. Insert total price from Procurement Assistance, bidding Process Assistance Price Schedule - 7	NA	NA	\$
16	<b><u>Additional Services</u></b> as specified in Section 3.4 through 3.4.2. Insert total price from Additional Services Price Schedule - 8	NA	NA	\$
<b>Total Bid Price</b> (Total of price lines 1 through 16 above)				\$

Bidder Name: \_\_\_\_\_

Evaluation, Consultation and Procurement Services  
for the  
New Jersey Enhanced Motor Vehicle Inspection System  
Attachment 5

**Final Research Plan Price Schedule - 2**

The bidder shall provide supporting information on the human resources that will be provided to produce the final research plan as specified in Section 3.2.1.

Personnel Hourly Rate X Hours = Total  
Contract Project Administrator (No Higher Management)

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Senior Research Specialists

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Research Specialist

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Administrative Support Specialists (no clerical staff)

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Stakeholder Survey Specialists

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

**Total Hours** \_\_\_\_\_

**Total Bid Price for a Final Research Plan** \$ \_\_\_\_\_  
(Insert total price here and on line 5 on Price Schedule 1)

Bidder Name: \_\_\_\_\_

Evaluation, Consultation and Procurement Services  
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New Jersey Enhanced Motor Vehicle Inspection System  
Attachment 5

**Final Stakeholders Research Project Plan Price Schedule - 3**

The bidder shall provide supporting information on the human resources that will be provided to produce the final research plan as specified in Section 3.2.2.

Personnel Hourly Rate X Hours = Total  
Contract Project Administrator(No Higher Management)

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Senior Research Specialists

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Research Specialist

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Administrative Support Specialists (no clerical staff)

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Stakeholder Survey Specialists

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

**Total Hours** \_\_\_\_\_

**Total Bid Price for a Final Stakeholders Research Project Plan \$ \_\_\_\_\_**

(Insert total price here and on line 6 on Price Schedule 1)



Bidder Name: \_\_\_\_\_

Evaluation, Consultation and Procurement Services  
for the  
New Jersey Enhanced Motor Vehicle Inspection System  
Attachment 5

**Options and Alternatives Briefing Report Price Schedule - 4**

The bidder shall provide supporting information on the human resources that will be provided to produce the final research plan as specified in Section 3.2.3.

Personnel Hourly Rate X Hours = Total  
Contract Project Administrator(No Higher Management)

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Senior Research Specialists

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Research Specialist

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Administrative Support Specialists (no clerical staff)

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Stakeholder Survey Specialists

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

**Total Hours** \_\_\_\_\_

**Total Bid Price for an Options and Alternatives Briefing Report** \$ \_\_\_\_\_

(Insert total price here and on line 7 on Price Schedule 1)

Bidder Name: \_\_\_\_\_

Evaluation, Consultation and Procurement Services  
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Attachment 5

**Interim Report Price Schedule - 5**

The bidder shall provide supporting information on the human resources that will be provided to produce the final research plan as specified in Section 3.2.4.

Personnel Hourly Rate X Hours = Total  
Contract Project Administrator(No Higher Management)

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Senior Research Specialists

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Research Specialist

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Administrative Support Specialists (no clerical staff)

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Stakeholder Survey Specialists

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

**Total Hours** \_\_\_\_\_

**Total Bid Price for Interim Report** \$ \_\_\_\_\_

(Insert total price here and on line 9 on Price Schedule 1)

Bidder Name: \_\_\_\_\_

Evaluation, Consultation and Procurement Services  
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New Jersey Enhanced Motor Vehicle Inspection System  
Attachment 5

**Procurement Assistance, RFP Preparation - Price Schedule - 6**

The bidder shall provide supporting information on the human resources that will be provided to produce the final research plan as specified in Section 3.3.2.

Personnel Hourly Rate X Hours = Total  
Contract Project Administrator(No Higher Management)

Name:.....\$ \_\_\_\_\_ X 50 = \$ \_\_\_\_\_

Senior Research Specialists

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Subtotal hours for Senior Research Specialists (70)

Research Specialist

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Subtotal hours for Research Specialists (90)

Administrative Support Specialists (no clerical staff)

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Subtotal hours for Administrative Support Specialists (85)

Stakeholder Survey Specialists

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Subtotal hours for Stakeholder Survey Specialists (5)

**Total Hours 300**

**Total Bid Price for Procurement Assistance - RFP Preparation \$ \_\_\_\_\_**

(Insert total price here and on line 14 on Price Schedule 1)

Bidder Name: \_\_\_\_\_

Evaluation, Consultation and Procurement Services  
for the  
New Jersey Enhanced Motor Vehicle Inspection System  
Attachment 5

**Procurement Assistance, Bidding Process - Price Schedule - 7**

The bidder shall provide supporting information on the human resources that will be provided to produce the final research plan as specified in Section 3.3.3.

Personnel Hourly Rate X Hours = Total  
Contract Project Administrator(No Higher Management)

Name:.....\$ \_\_\_\_\_ X 40 = \$ \_\_\_\_\_

Senior Research Specialists

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Subtotal hours for Senior Research Specialists (40)

Research Specialist

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Subtotal hours for Research Specialists (60)

Administrative Support Specialists (no clerical staff)

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Subtotal hours for Administrative Support Specialists (55)

Stakeholder Survey Specialists

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Subtotal hours for Stakeholder Survey Specialists (5)

**Total Hours 200**

**Total Bid Price for Procurement Assistance - Bidding Process \$ \_\_\_\_\_**

(Insert total price here and on line 15 on Price Schedule 1)

Bidder Name: \_\_\_\_\_

Evaluation, Consultation and Procurement Services  
for the  
New Jersey Enhanced Motor Vehicle Inspection System  
Attachment 5

**Additional Services - Price Schedule - 8**

The bidder shall provide supporting information on the human resources that will be provided to produce the final research plan as specified in Section 3.4.1.

Personnel Hourly Rate X Hours = Total  
Contract Project Administrator(No Higher Management)

Name:.....\$ \_\_\_\_\_ X 40 = \$ \_\_\_\_\_

Senior Research Specialists

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Subtotal hours for Senior Research Specialists (40)

Research Specialist

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Subtotal hours for Research Specialists (60)

Administrative Support Specialists (no clerical staff)

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Subtotal hours for Administrative Support Specialists (55)

Stakeholder Survey Specialists

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Name:.....\$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Subtotal hours for Stakeholder Survey Specialists (5)

**Total Hours 200**

**Total Bid Price for Additional Services \$ \_\_\_\_\_**

(Insert total price here and on line 16 on Price Schedule 1)

**ATTACHMENT 6 - RECIPROCITY FORM**

**RECIPROCITY FORM**  
**(Optional Submission)**

**IMPORTANT NOTICE TO ALL BIDDERS**

Effective October 7, 1991 in accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose State or locality maintains a preference practice for their bidders.

For States having preference laws, regulations, or practices, New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Purchasing Officials, or the National Institute of Governmental Purchasing to invoke reciprocal actions. The State may obtain additional information anytime it deems appropriate to supplement the above survey information.

Any bidder may submit information related to preference practices enacted for a local entity outside the State of New Jersey. This information may be submitted in writing as part of the bid response proposal, and should be in the form of resolutions passed by an appropriate governing body, regulations, a Notice to Bidders, laws, etc. It is the responsibility of the bidder to provide the documentation with the bid proposal or submit it to the Director, Division of Purchase and Property within five (5) working days of the public bid opening. Written evidence for a specific procurement that is not provided to the Director within five working days of the public bid opening will not be considered in the evaluation of that procurement, but will be retained and considered in the evaluation of subsequent procurements.

Any bidder having evidence of out-of-State local entities invoking preference practices should complete the form below, with a copy of appropriate documentation. The form and documentation may be submitted with your bid response proposal.

.....  
**Name of Locality having preference practices:**

City /Town/Authority	
County	
State	

Documentation Attached

- Resolution       Regulations/Laws  
 Notice to Bidder       Other \_\_\_\_\_

Name of Firm Submitting this information \_\_\_\_\_  
*Please Print*

## **ATTACHMENT 7 - BUSINESS REGISTRATION**

All bidders are required to be registered with the New Jersey Division of Revenue on the date of bid submission. Failure to be registered is an automatic bid rejection item. Therefore, bidders should submit a copy of your Business Registration Certificate (or interim registration) from the Division of Revenue, attach it to this form and submit it with the Bid Proposal.

Refer to the [cover letter](#) on the front of this RFP, [Section 4.4.1.5](#), [Section 5.4](#) and the NJ State Standard Terms and Conditions [Section 1.1](#) found in Appendix 1 for information

**ATTACHMENT 8 - EXECUTIVE ORDER 129 CERTIFICATION**

**SOURCE DISCLOSURE CERTIFICATION FORM**

**Bidder:** \_\_\_\_\_ **Solicitation Number:** \_\_\_\_\_

I hereby certify and say:

1. I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Bidder.
2. The Bidder submits this Certification as part of a bid proposal in response to the referenced solicitation issued by the Division of Purchase and Property, Department of the Treasury, State of New Jersey (the "Division"), in accordance with the requirements of Executive Order 129, issued by Governor James E. McGreevey on September 9, 2004 (hereinafter "E.O. No. 129").
3. The following is a list of every location where services will be performed by the bidder and all subcontractors.

<u>Bidder or Subcontractor</u>	<u>Description of Services</u>	<u>Performance Location[s] by Country</u>
--------------------------------	--------------------------------	---

4. Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Vendor to the Director, Division of Purchase and Property (the "Director").
5. I understand that, after award of a contract to the Bidder, it is determined that the Bidder has shifted services declared above to be provided within the United States to sources outside the United States, prior to a written determination by the Director that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the State of New Jersey, the Bidder shall be deemed in breach of contract, which contract will be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions.



6. I further understand that this Certification is submitted on behalf of the Bidder in order to induce the Division to accept a bid proposal, with knowledge that the Division is relying upon the truth of the statements contained herein.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Bidder: \_\_\_\_\_  
[Name of Organization or Entity]

By: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

## APPENDIX 1- NJ STATE STANDARD TERMS AND CONDITIONS

### STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS

- I. Unless the bidder is specifically instructed otherwise In the Request for Proposal, the following terms and conditions 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 the Request for Proposal (RFP) and should be read in conjunction with same unless the RFP specifically indicates otherwise. If a bidder proposes changes or modifications or takes exception to any of the State's terms and conditions, the bidder must so state specifically in writing in the bid proposal. Any proposed change, modification or exception in the State's terms and conditions by a bidder will be a factor in the determination of an award of a contractor purchase agreement.
- II. All of the State's terms and conditions will become a part of any contract(s) or order(s) awarded as a result of the Request for Proposal, whether stated in part, in summary or by reference. In the event the bidder's terms and conditions conflict with the State's, the State's terms and conditions will prevail, unless the bidder is notified in writing of the State's acceptance of the bidder's terms and conditions.
- III. The statutes, laws or codes cited are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.
- IV. If awarded a contract or purchase agreement, the bidder's status shall be that of any independent principal and not as an employee of the State.

#### **1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS**

- 1.1 **BUSINESS REGISTRATION** – Effective September 1, 2004, pursuant to an amendment to N.J.S.A. 52:32-44, State and local entities (including the Division of Purchase and Property) are prohibited from entering into a contract with an entity unless the contractor has provided a copy of its business registration certificate (or interim registration) as part of its bid submission. Failure to submit a copy of the Business Registration Certificate within the bid proposal may be cause for rejection of the bid proposal.

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 sales of tangible personal property delivered into the State. This requirement shall apply to all contracts awarded on and after September 1, 2004. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.htm>

- 1.2 **ANTI-DISCRIMINATION** - All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.
- 1.3 **PREVAILING WAGE ACT** - The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act.
- 1.4 **AMERICANS WITH DISABILITIES ACT** - The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101 et seq.
- 1.5 **THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.
- 1.6 **OWNERSHIP DISCLOSURE** - Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.
- 1.7 **COMPLIANCE - LAWS** - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.
- 1.8 **COMPLIANCE - STATE LAWS** - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.

1.9 **COMPLIANCE - CODES** - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.

## 2. **LIABILITIES**

2.1 **LIABILITY - COPYRIGHT** - 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 his contract.

2.2 **INDEMNIFICATION** - 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 or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

2.3 **INSURANCE** - The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The Contractor shall provide the State with current certificates of insurance for all coverage and renewals thereof, naming the State as an additional insured and which must contain the proviso that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to:

STATE OF NEW JERSEY  
Purchase Bureau – Bid Ref. #

The insurance to be provided by the contractor shall be as follows:

a. a Commercial General Liability policy as broad as the standard coverage forms in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage.

The limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

\$1,000,000 BODILY INJURY, EACH OCCURRENCE  
\$1,000,000 DISEASE EACH EMPLOYEE  
\$1,000,000 DISEASE AGGREGATE LIMIT

## 3. **TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU**

3.1 **CONTRACT AMOUNT** - The estimated amount of the contract(s), when stated on the Advertised Request for Proposal form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.

3.2 **CONTRACT PERIOD AND EXTENSION OPTION** - If, in the opinion of the Director of the Division of Purchase and Property, it is in the best interest of the State to extend an contract entered into as a result of this Request for Proposal, the contractor will be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the contract. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

### 3.3 **BID AND PERFORMANCE SECURITY**

a. Bid Security - If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17: 12- 2.4. Acceptable forms of bid security are as follows:

1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:

- a. Issue an award notice for those offers accepted by the State;
- b. Return all bond securities to those who have not been issued an award notice.

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc. If the contractor fails to execute the required contractual documents and bonds within thirty (30) calendar days after receipt of award notice, the contractor may be found in default and the contract terminated by the State. In case of default, the State reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the New Jersey Administrative Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

- b. Performance Security - If performance security is required, the successful bidder shall furnish performance security in such amount on any award of a term contractor line item purchase, see N.J.A.C. 17: 12- 2.5. Acceptable forms of performance security are as follows:
  - 1. The contractor shall be required to furnish an irrevocable security in the amount listed in the Request for Proposal payable to the Treasurer, State of New Jersey, binding the contractor to provide faithful performance of the contract.
  - 2. The performance security shall be in the form of a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

The Performance Security must be submitted to the State within 30 days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit performance security may result in cancellation of contract for cause pursuant to provision 3.5b,1, and nonpayment for work performed.

**3.4 VENDOR RIGHT TO PROTEST - INTENT TO AWARD** - Except in cases of emergency, bidders have the right to protest the Director's proposed award of the contract as announced in the Notice of Intent to Award, see N.J.A.C. 17:12-3.3. Unless otherwise stated, a bidder's protest must be submitted to the Director within 10 working days after receipt of written notification that his bid has not been accepted or that an award of contract has been made. In the public interest, the Director may shorten this protest period, but shall provide at least 48 hours for bidders to respond to a proposed award. In cases of emergency, stated in the record, the Director may waive the appeal period. See N.J.A.C. 17: 12- 3 et seq.

**3.5 TERMINATION OF CONTRACT**

- a. For Convenience

Notwithstanding any provision or language in this contract to the contrary, the Director may terminate at any time, in whole or in part, any contract entered into as a result of this Request for Proposal for the convenience of the State, upon no less than 30 days written notice to the contractor.

- b. For cause:

- 1. Where a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seq., the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
- 2. Where a contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping etc., so that the Director is repeatedly required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.

- c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.
- d. In the event of termination under this section, the contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

**3.6 COMPLAINTS** - Where a bidder has a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to 3.5b a bidder may be bypassed for this award. See N.J.A.C. 17:12-2.8.

**3.7 EXTENSION OF CONTRACT QUASI-STATE AGENCIES** - It is understood and agreed that in addition to State Agencies, Quasi-State Agencies may also participate in this contract. Quasi-State Agencies are defined in N.J.S.A. 52:27B-56.1 as any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

**3.8 EXTENSION OF CONTRACTS TO POLITICAL SUBDIVISIONS, VOLUNTEER FIRE DEPARTMENTS AND FIRST AID SQUADS, AND INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION - N.J.S.A. 52:25-16.1** permits counties, municipalities and school districts to participate in any term contract(s), that may be established as a result of this proposal.

N.J.S.A. 52:25-16.2 permits volunteer fire departments, volunteer first aid squads and rescue squads to participate in any term contract(s) that may be established as a result of this proposal.

N.J.S.A. 52:25-16.5 permits independent institutions of higher education to participate in any term contract(s) that may be established as a result of this proposal, provided that each purchase by the Independent Institution of higher education shall have a minimum cost of \$500.

In order for the State contract to be extended to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education the bidder must agree to the extension and so state in his bid proposal. The extension to counties municipalities, school districts, volunteer fire departments, first aid squads and Independent Institutions of higher education must 'be under the same terms and conditions, including price, applicable to the State.

**3.9 EXTENSIONS OF CONTRACTS TO COUNTY COLLEGES - N.J.S.A. 18A:64A - 25. 9** permits any college to participate in any term contract(s) that may be established as a result of this proposal.

**3.10 EXTENSIONS OF CONTRACTS TO STATE COLLEGES - N.J.S.A. 18A:64- 60** permits any State College to participate in any term contract(s) that may be established as a result of this proposal.

**3.11 SUBCONTRACTING OR ASSIGNMENT** - The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.

In the event the bidder proposes to subcontract for the services to be performed under .the terms of the contract award, he shall state so in his bid and attach for approval a list of said subcontractors and an Itemization of the products and/or services to be supplied by them.

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the State.

**3.12 MERGERS, ACQUISITIONS** - If, subsequent to the award of any contract resulting from this Request for Proposal, the contractor shall merge with or be acquired by another firm, the following documents must be submitted to the Director, Division of Purchase & Property.

- a. Corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.
- b. State of New Jersey Bidders Application reflecting all updated information including ownership disclosure, pursuant to provision 1.5.
- c. Vendor Federal Employer Identification Number.

The documents must be submitted within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in termination of contract pursuant to provision 3.5b.

If subsequent to the award of any contract resulting from this Request for Proposal, the contractor's partnership or corporation shall dissolve, the Director, Division of Purchase & Property must be so notified. All responsible parties of the dissolved partnership or corporation must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment should be made until all parties to the dissolved partnership or corporation submit the required documents to the Director.

**3.13 PERFORMANCE GUARANTEE OF BIDDER** - The bidder hereby certifies that:

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated in the Request For Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.

- d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
- f. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

**3.14 DELIVERY GUARANTEES** - Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the Request for Proposal.

The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice.

Items delivered must be strictly in accordance with the Request for Proposal.

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the Request for Proposal, the using agency may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.

**3.15 DIRECTOR'S RIGHT OF FINAL BID ACCEPTANCE** - The Director reserves the right to reject any or all bids, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie bids will be awarded by the Director in accordance with N.J.A.C.17:12-2.1D.

**3.16 BID ACCEPTANCES AND REJECTIONS** - The provisions of N.J.A.C. 17:12-2.9, relating to the Director's right, to waive minor elements of non-compliance with bid specifications and N.J.A.C. 17: 12- 2.2 which defines causes for automatic bid rejection, apply to all proposals and bids.

**3.17 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES** - The State reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.

The State may also consult with clients of the bidder during the evaluation of bids. Such consultation is intended to assist the State in making a contract award which is most advantageous to the State.

**3.18 STATE'S RIGHT TO REQUEST FURTHER INFORMATION** - The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the, bidder s financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain, in detail, how the bid price was determined.

**3.19 MAINTENANCE OF RECORDS** - The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the, State upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.

**4. TERMS RELATING TO PRICE QUOTATION**

**4.1 PRICE FLUCTUATION DURING CONTRACT** - Unless otherwise noted by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director of Purchase and Property must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions will result in cancellation of contract for cause, pursuant to provision 3.5b.1.

**4.2 DELIVERY COSTS** - Unless otherwise noted in the Request for Proposal, all prices for items in bid proposals are to be submitted F.O.B. Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's using agency or designated purchaser.

F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.

**4.3 C.O.D. TERMS** - C.O.D. terms are not acceptable as part of a bid proposal and will be cause for rejection of a bid.

**4.4 TAX CHARGES** - The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

**4.5 PAYMENT TO VENDORS** - Payment for goods and/or services purchased by the State will only be made against State Payment Vouchers. The State bill form in duplicate together with the original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery. Responsibility for payment rests with the using agency which will ascertain that the contractor has performed in a proper and satisfactory manner in accordance with the terms and conditions of the award. Payment will not be made until the using agency has approved payment.

For every contract the term of which spans more than one fiscal year, the State's obligation to make payment beyond the current fiscal year is contingent upon legislative appropriation and availability of funds.

The State of New Jersey now offers State contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State Agency's use of the p-card, however, is optional. P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions utilizing the p-card will usually result in payment to a contractor in three days. A Contractor should take note that there will be a transaction processing fee for each p-card transaction. To participate, a contractor must be capable of accepting MasterCard. For more information, call your bank or any merchant services company.

**4.6 NEW JERSEY PROMPT PAYMENT ACT** - The New Jersey Prompt Payment Act N.J.S.A. 52:32-32 et seq. requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the state prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds \$5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

**4.7 RECIPROCITY** - In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17: 12- 2. 13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for their bidders.

**5. CASH DISCOUNTS** - Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest bid.

- a. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services received a properly signed and executed State Payment Voucher form and, when required, a properly executed performance security, whichever is latest.
- b. The date on the check issued by the State in payment of that Voucher shall be deemed the date of the State's response to that Voucher.

**6. STANDARDS PROHIBITING CONFLICTS OF INTEREST** - The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an

interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraph 6a through 6e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.

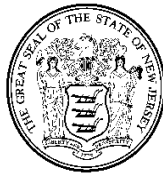


**APPENDIX 2 - SET-OFF FOR STATE TAX NOTICE**

**NOTICE TO ALL BIDDERS**  
**SET-OFF FOR STATE TAX NOTICE**

Please be advised that, pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed



**State of New Jersey**  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
P. O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

RICHARD J. CODEY  
*Acting Governor*

JOHN E. MCCORMAC, CPA  
*State Treasurer*

March 8, 2005

Addendum #1

Re: Evaluation, Consultation and Procurement Services for the New Jersey Motor Vehicle Inspection System, 05-X-37670

Bid Proposal Due Date: **March 24, 2005 at 2:00 P.M.**

Dear Potential Bidders:

This letter and its attachments form Addendum #1 to the Evaluation, Consultation and Procurement Services for the New Jersey Motor Vehicle Inspection System, 05-X-37670. The addendum is composed of two (2) parts:

- Part I - Questions, Answers and Comments
- Part II - Changes to the RFP

The Bid Proposal due date remains scheduled for **March 24, 2005 at 2:00 P.M.**

Bidders should keep an eye on the web site in case additional addenda are issued between now and bid opening.

It is important for bidders to review and cross-reference this addendum to the RFP prior to preparing a bid. You should direct any additional questions or comments about the RFP to the web address below.

[ed.cotterell@treas.state.nj.us](mailto:ed.cotterell@treas.state.nj.us)

Part I

Questions (Q), Answers (A) and Comments (C) in Response to the Questions Submitted

#	Page, Section	Question and Answer or Comment
1	Page 3, Bidders Form	<p>Q. Page 3, Bidders Form - No estimated budget amount is shown on the form (it is listed as "N/A"). With no guidance on the estimated budget, bidders could submit widely differing technical and price proposals, particularly since we believe that the consultation work specified under Task 2 encompasses a substantial range in terms of the level of effort that could be devoted to this task. Under Task 2, the contractor is to complete an in-depth study of the current vehicle inspection program, including researching all components on an operational, technological and contractual basis. Individual bidders may (and are likely to) interpret this specified scope quite differently in terms of the estimated level of effort needed to complete the specified research. Given this, it would be very beneficial to understand the State's expectations in terms of the cost of the project in order to tailor the scope of the proposed level of effort to meet those expectations. We are therefore requesting that the State provide an estimated budget amount, maximum acceptable price, available funding level or other insight into the State's expectations for the cost of the overall project and in particular for the cost/scope of Task 2. We do not want to spend a significant effort in developing a proposal that involves a substantial Task 2 research element if the cost of that element is more than the State expects or intends to spend on the element.</p> <p>A. The State encourages competitive bidding for this project. Providing an estimated budget amount for this project would restrict the competitive nature of this RFP. See the answer to Question 7 below for more information.</p>
2	Page 3 Bidders Form	<p>Q. Page 3, Bidders Form - If no budget estimate or other insight into the State's expectations is provided, the State is likely to receive proposals that differ widely in the proposed level of effort and pricing; e.g., Proposal A may involve a lot more work and associated cost versus Proposal B which is lower cost but also involves considerably less proposed research under Task 2. This will result in the State having to do somewhat of an apples versus oranges comparison in deciding which proposal to accept, so if no insight can be provided into the State's cost expectations, can information be provided on how such an apples versus oranges comparison would be resolved; e.g., is the completeness of the program review or cost more important to the State?</p> <p>A. The State is providing additional insight on the research described in Task 2 in the response to Question 7 below.</p>

#	Page, Section	Question and Answer or Comment
3	Page 3, Bidders Form	<p>Q. Page 3, Bidders Form, and page 38, Section 5.5 - No contract effective date is shown on the form (it is listed as "N/A") although Section 5.5 indicates that the anticipated contract effective date is provided on the form (it is referred to as the cover sheet of the RFP). In fact, there are no dates shown in the entire RFP regarding when the State expects to award the contract or start the project. This makes it difficult to lay out a meaningful project schedule or assess whether all the work specified in the RFP can be accomplished within the time needed to implement a possible program transition on August 6, 2007 (the date the current operation and maintenance contract ends). Can the State provide a projected contract award date or other guidance as to when we should assume the project will start?</p> <p>A. The State estimates it will award a contract on or about April 29, 2005. This is a projection, and may change if certain unforeseen events occur.</p>
4	Page 7, Table of Contents	<p>Q. Page 7, Table of Contents - The table of contents includes Section 6.5, Pre-Conditions for Contract Award, but this section is not included in the body of the RFP. Is this information missing from the body of the RFP or should we just ignore this TOC entry?</p> <p>A. Section 6.5 of the RFP was deleted just before the RFP was released. See Part II of this addendum where the entry of Section 6.5 of the Table of contents is deleted.</p>
5	Page 17, Section 3.1.1	<p>Q. Page 17, Section 3.1.1 - This section specifies that billing and payment staff from the contractor should attend the kickoff meeting. If the contractor is not located in New Jersey, this requirement could involve significant cost that may not be needed, particularly if the contractor is already familiar with New Jersey payment and billing systems (e.g., due to previous contract work for the State). Would the State delete this requirement or as a compromise allow the contractor's billing and payment staff to attend the kickoff meeting via telephone?</p> <p>A. The State will allow the contractor's billing and payment staff to teleconference to the State's billing and payment staff within 2 business days of the date of the kick-off meeting.</p>
6	Page 17, Section 3.1.2	<p>Q. Page 17, Section 3.1.2 - Under the stated deliverables, could the State clarify what it means by the phrase, "inclusive of scheduling and staffing?"</p> <p>A. The Project Plan delivered by the contractor should include</p>

#	Page, Section	Question and Answer or Comment
		<p>identification of the contractor’s staff to be utilized for each task, and projected completion dates for each milestone.</p>
7	Page 18, Section 3.2.1	<p>Q. Page 18, Section 3.2.1 - The contractor is to research all components on an operational, technological and contractual basis. Can the State provide additional details on the level of the in-depth study that it expects to have performed? Specific examples of issues that need to be clarified include whether this research should involve:</p> <ul style="list-style-type: none"> <li>a. Conducting audit testing on the current test equipment to ascertain whether it is performing in accordance with contract requirements and established equipment specifications.</li> <li>b. Evaluating whether the current operation and maintenance contractor is complying with its contract provisions or other requirements.</li> <li>c. Evaluating whether the program in general is complying with existing federal (US EPA) requirements and guidance for vehicle emissions inspection and maintenance (I/M) programs, test procedures and test equipment.</li> <li>d. Evaluating whether the program is generally achieving its projected effectiveness in reducing motor vehicle emissions in New Jersey.</li> </ul> <p>Absent this clarification, different bidders are likely to assume very different levels of effort will be needed to meet the requirements specified in this section of the RFP.</p> <p>A. The overall goal of this RFP is to provide the State with options and alternatives for the State to consider as it develops the Inspection and Maintenance future program’s content and operations. This goal is implemented through the description of the minimum contents of the Interim and Final reports (sections 3.2.4, and 3.2.6). To write these reports, a contractor would need to engage in information gathering to see what portions of the existing program works well, and those areas that do not work as well as intended. Also, some areas of the program may now be out of date and in need of upgrading. It is incumbent on the contractor to collect enough information through the research phase to obtain this understanding. Once the contractor has this understanding, it should compare this to technologies, and operations that are not in place in the New Jersey program (options and alternatives) and begin to write the Interim Report. The State will evaluate and eventually approve the approach the contractor will use through the review of the Project Plans, but does not desire to influence a contractor's innovation by prescribing exactly how to do the job.</p> <p>The questioner seems unsure about the depth of the amount of research the State is suggesting, and is seeking guidance from the State in</p>

#	Page, Section	Question and Answer or Comment
		<p>particular areas:</p> <ul style="list-style-type: none"> <li>a. Audit testing the current test equipment to ascertain whether it is performing properly will not be necessary as the equipment was previously tested and is audited periodically. If requested, the State would make these records available to the contractor.</li> <li>b. It will not be necessary under the terms of this RFP to evaluate the current inspection and maintenance contractor's compliance with the existing contract provisions. If requested, the State would provide its findings of any areas of non-compliance. If during the course of the study an area of non-compliance is discovered it will be the obligation of the contractor to report that to the State Contract Manager.</li> <li>c. The contractor should evaluate whether the program is complying with federal (US EPA) regulations for motor vehicle emissions testing requirements. Also, the contractor should report in a summary manner the compliance status with these same rules, the expected compliance status for the options and alternatives that will be developed.</li> <li>d. This RFP does not require an evaluation on whether the existing program is generally achieving its projected effectiveness in reducing motor vehicle emissions in New Jersey.</li> </ul>
8	Page 23, Section 3.3.3	<p>Q. Page 23, Section 3.3.3 - This section indicates that the contractor may not have any contact with any potential bidders during the bidding and contract award process. We and other consultants in the I/M industry often work for one or more I/M test/management contractors in assisting them in areas such as acceptance testing, complying with state and federal requirements, etc. The RFP provision, as stated, would require us to avoid all contact with any of these contractors during the New Jersey bidding and contract award process even if we are under contract to one or more of them at the time for support work in another state or I/M program. As written, our company's legal counsel believes this provision is probably not legally enforceable, as it goes beyond New Jersey's legitimate interest in assuring a level playing field for all bidders, unduly restricts rights of free communication, and interferes with vested contract rights of its contractor and others. New Jersey's contractor should be free to discuss any matter with other contractors in the I/M business, as long as the discussion does not relate to this particular New Jersey procurement. Other I/M programs have handled this issue by requiring their consultants to not discuss the subject contractor procurement process with any potential bidders during this process, which is adequate to ensure that bidders do not obtain an unfair competitive advantage. We request that the RFP be modified to incorporate a similar provision.</p>

#	Page, Section	Question and Answer or Comment
		<p>Otherwise, the State is likely to eliminate one or more qualified consultants from bidding on this RFP.</p> <p>A. There should be no confusion regarding this requirement. This requirement is effective after the contractor starts to prepare the RFP as specified in Section 3.3.2, Procurement Assistance, RFP Preparation. Beginning at the point when the contractor starts to prepare the implementation RFP, the contractor will be restricted from discussing the RFP and anything involved with the bidding process with potential bidders during the bidding and contract award process.</p> <p>As part of this contract, the contractor may prepare an RFP or RFPs that will be used to hire an implementation contractor(s) who will replace the current operation and maintenance contractor. During the preparation and bidding process related to that RFP or RFPs, the contractor may not speak on behalf of the State or talk directly to any potential bidder that may bid on the implementation RFP concerning the implementation RFP. The contractor may not speak on behalf of the State or talk directly to any potential bidder of any firm that submits or may submit a bid concerning the bidding process related to the implementation RFP. The contractor may not speak on behalf of the State or talk directly to any bidder during the bid evaluation process concerning the bid evaluation process.</p> <p>The purpose of this section is not to prohibit all possible interactions the contractor may have with any and all potential bidders. The purpose of this section is to emphasize that the contractor may not speak to any potential bidder about the development, evaluation and award of an implementation RFP. In addition, it is the purpose of this section to emphasize that the contractor is an advisor to the State and not a spokesman for the State. All communications related to the implementation RFP with any potential bidders shall be restricted to the buyer or procurement specialist from the Purchase Bureau in the New Jersey Department of the Treasury. There shall be no communication by the contractor to any potential bidders concerning the implementation RFP and related bidding and bid evaluation processes</p> <p>This section will not be modified.</p>
9	Page 23, Section 3.3.3	<p>Q. Page 23, Section 3.3.3 - This section specifies the assistance that the contractor will provide to the State, at the State's option, in the bidding process for a new implementation contractor. However, this assistance does not explicitly include attending the pre-bid conference, which we have found in previous similar projects to be advantageous to our state clients. For example, it can be considerably easier to help the State</p>

#	Page, Section	Question and Answer or Comment
		<p>answer bidders' questions if we are present at a discussion of the issues during the pre-bid conference. Should bidders assume that required attendance at one pre-bid conference is part of this RFP element?</p> <p>A. The State of New Jersey is moving away from holding pre-bid conferences and replacing pre-bid conferences with electronic Q&amp;A similar to the process being used for this RFP. At this time, the State does not intend to hold a pre-bid conference to answer questions. Rather, there will be a designated period of time for the exchange of written questions and written responses. If it is decided by the State to hold a pre-bid conference, and it is determined that contractor assistance will be needed, the State will engage the contractor via the rules specified in Task 4, Additional Services.</p>
10	<p>Pages 24-25, Sections 3.4.1 and 3.4.2 and Page 69, Price Schedule 8</p>	<p>Q. Pages 24-25, Sections 3.4.1 and 3.4.2, and page 69, Price Schedule 8 - Section 3.4.1 specifies the preparation of a draft Task Project Plan when additional services are requested by the State, with the cost of this effort to be entered onto Price Line 16 of Schedule 1. Section 3.4.2 specifies the preparation of a final Task Project Plan, periodic progress reports, and interim and final deliverables, with the cost of all these elements to also be entered onto Price Line 16 of Schedule 1. Is this correct, i.e., is the amount to be entered onto Price Line 16 supposed to be the sum of the costs for the work specified in Sections 3.4.1 and 3.4.2, based on the number of hours shown on Price Schedule 8? If so, this conflicts with the summary at the top of Price Schedule 8 that indicates that this only applies to Section 3.4.1. Understanding whether this includes only 3.4.1 or both sections is important so that bidders can assume the appropriate mix of personnel for the specified work in filling out Schedule 8.</p> <p>A. See Section 4.4.4.1 and Section 5.25.1.5.</p> <p>First, there is an error on Price Schedule 8. See Part II of this addendum where the sentence at the top of Price Schedule 8 is revised.</p> <p>Second, for Price lines 14, 15 and 16 on Price Schedule 1, the bidder is not submitting an all inclusive price. The State believes, as noted in Section 4.4.4.1, line 14, that it is impossible to project the amount of time to perform these services. Therefore, bidders must develop the prices inserted on Price Schedule lines 14, 15, and 16, from Price Schedules 6, 7, and 8. On price Schedules 6, 7, and 8 there are a specific number of hours for each category of personnel and the bidder must submit a bid using those hours. The hours on Price Schedule 6, 7, and 8 are for bidding purposes only. After contract award, if the contractor is requested to do work related to these price lines and price schedules, the State Contract Manager and the contractor will meet and agree on the</p>



#	Page, Section	Question and Answer or Comment
		hours needed to perform any specific task and payment will be based on the hourly rates provided on Price Schedule 6, 7, and 8 and as otherwise specified in the RFP. To understand billing and payment, it is essential for bidders to read Section 4.4.4.1, Section 5.25.1, and the price schedules. Bid prices and payments vary from task to task.
11		<p>Q. Page 26, Section 4.3 - The two paragraphs in this section appear to be near duplicates of one another, but the second paragraph contains additional requirements (for submittal of electronic copies) not included in the first one. Which are the proper requirements for submittal of the number of bid proposal copies?</p> <p>A. See Part II of this addendum that deletes the first paragraph. The requirements specified in the second paragraph apply.</p>
12		<p>Q. Pages 29-30, Section 4.4.2.2 - Can the State provide a Word version of the RFP to aid bidders in preparing a responsive proposal? This would allow a bidder to extract and paste specific requirements from the RFP into the proposal, each of which would be followed by a description of how the bidder intends to meet the individual requirement.</p> <p>A. No. It is the State's policy to only provide a PDF file.</p>
13		<p>Q. Page 30, Section 4.4.3.6 - Is any minimum or maximum number of references to be provided?</p> <p>A. For references related to the bidder's experience, bidders must submit at least 2 contract references and should not submit more than 5 contract references. See Part II of this addendum</p>
14		<p>Q. Page 31, Section 4.4.3.2 - Under Senior Research Specialists, there is a requirement that a Certified Public Accountant (CPA) licensed by the State of new Jersey must be used to certify the accuracy of (a) the financial and cost analysis required in the specified scope of work, and (b) any calculations the contractor uses in describing the potential costs of proposed options. This requirement appears excessive and unnecessary, given that:</p> <p style="padding-left: 40px;">a. A CPA will have little or no understanding of the details of the vehicle inspection program, and whether the individual cost elements and assumptions used by the contractor in developing overall estimates of inspection costs and fees are in fact at all accurate or representative.</p> <p style="padding-left: 40px;">b. We have been hired by other programs as well as US EPA to develop and use I/M cost models to project estimated costs for both existing programs and possible future program options. The I/M cost models that we would use in the New Jersey project have therefore already been approved and accepted as valid by US EPA, and we are considered to be expert in the development of I/M cost estimates. Given</p>

#	Page, Section	Question and Answer or Comment
		<p>this, we do not see how someone who is unfamiliar with this area is needed to check our work. Considerable time and money could be spent in bringing a CPA up to speed on this when in fact this review is not needed.</p> <p>c. Given that we do not have a CPA on staff, this would involve having to subcontract this review out, which would increase both the project costs and our cost of preparing a proposal. Since as the prime contractor we would be ultimately responsible for the CPA's work, this means we would be responsible for reviewing and approving their work in reviewing our work, which appears to make little sense.</p> <p>If it is determined that this requirement must be retained, we request that the State modify it as follows:</p> <ul style="list-style-type: none"> <li>a. A CPA licensed or certified by another State can provide the specified certification; and</li> <li>b. Rather than having to hire the CPA as a subcontractor, the prime contractor can treat the expense as a direct cost which would be incorporated into the overhead cost of completing the cost analyses specified in Task 2.</li> </ul> <p>A. The State will modify this section to allow the utilization of a CPA that is certified in any State in the United States. The State desires to have the additional assurances that any cost calculations are credible, and the utilization of a certified public accountant provides such assurances. The request to delete the New Jersey requirement will be accommodated. Otherwise, this section will remain the same. It is expected that the contractor will identify the CPA and the CPAs credentials in the bid proposal.</p>
15		<p>Q. Page 31, Section 4.4.3.2 - The specified experience for Stakeholder Survey Specialists includes experience in public relations and public outreach. We have professional staff who have this experience in leading similar stakeholder surveys as part of other I/M program implementation projects. We have found that automotive engineers with emissions testing and public speaking experience are much better received by the owners of automotive repair facilities than are individuals who shop owners tend to not respect. Similarly, other stakeholders prefer to deal with engineers who can answer detailed technical questions and demonstrate that they thoroughly understand the program being implemented. Two of our key personnel involved in this type of work also have classroom teaching experience that contributes to their ability to communicate effectively. Given this background, we want to confirm that a proposal to use these type of experienced professional staff as opposed to public relations specialists would be acceptable to the State.</p> <p>If it is determined that this requirement means public relations specialists must be used, can the prime contractor treat the expense as a direct cost</p>

#	Page, Section	Question and Answer or Comment
		<p>which would be incorporated into the overhead cost of completing the stakeholder research specified in Task 2 rather than having to hire a PR firm as a subcontractor to develop the specified stakeholder surveys, etc.?</p> <p>A. The State values the experience and suggestions its motor vehicle inspection stakeholders offer. To provide our stakeholders a valued and meaningful mechanism to provide input in this process and to update the motor vehicle inspection system. The State prefers to utilize an individual that has extensive experience in public outreach. If a public relations firm will be utilized, it must be identified as a subcontractor for this RFP, as with any subcontractor to this RFP. Consequently, this requirement will remain as is.</p> <p>It should be noted that this section requires the Stakeholder Survey Specialists to have the qualifications specified and shall lead the survey efforts and shall be the bidder's technical expert for surveys. This does not mean the survey specialist is also the automotive expert. This does not mean that all work related to the survey must be performed by the survey specialist. Components of the survey may be performed by other staff. Therefore, the bidder is not prohibited from using other technical support staff to assist in the surveys where it deems applicable. Part of the written proposal requires the bidder to defend the mix of staff proposed.</p>
16		<p>Q. Page 32, Section 4.4.3.6 - This section states that two names and telephone numbers should be provided for each contract reference. Per the definition contained in Section 2.1, the use of "should" means that this is recommended but not mandatory. In particular for older projects, it would be difficult to supply two names (in some cases it is difficult to even find one person that is still with the client). We have also never seen any other RFP requirement that two names be provided. Given this background (particularly that providing two names is not mandatory), would a proposal be considered responsive if only one name is provided for each contract reference?</p> <p>A. Bidders must supply at least one contact person per contract reference. See Part II of this addendum.</p>
17	Page 38, Section 5.5	<p>Q. Page 38, Section 5.5 - This section states that the contract may be extended for two additional periods of up to one year. Can the State clarify that this means two additional periods of up to one year "each"?</p> <p>A. Section 5.5 allows for two extensions of the contract, the duration of each extension may be up to one year. Therefore, the contract may be extended for a maximum of two (2) years.</p>

#	Page, Section	Question and Answer or Comment
18	Pages 44-45, Section 5.28	<p>Q. Pages 44-45, Section 5.28 - Does the prohibition on using non-US. subcontractors unless one of the listed conditions is met apply to Canadian firms?</p> <p>A. This is not a prohibition against using a foreign company to perform services inside the United States. The section also provides for three conditions that allow an exception to this condition when foreign firms do work outside the United States. Yes, the condition applies to all work that is performed by firms outside of the United States, including Canada.</p>
19	Page 46, Section 5.29.3	<p>Q. Page 46, Section 5.29.3 - The requirement to carry a minimum of \$5 million in professional liability insurance is much higher than we have seen in any other consulting type RFP or contract, and is considered excessive given the nature of this project. We are performing a paper study for the State, not designing a bridge or completing some other type of work that would have a much greater potential for damages. We currently carry \$1 million professional liability insurance, which undoubtedly exceeds the full value of the work we would be doing under the contract. Buying the additional insurance coverage for this project would substantially add to the cost of the project (in the tens of thousands of dollars per year). This additional cost could preclude our company and others in a similar situation from being cost competitive in our pricing proposal. Can the State reduce this requirement to a minimum coverage of \$1 million?</p> <p>A. Yes, we will lower the insurance requirement to \$1,000,000. See Part II of this addendum.</p>
20	Page 47, Section 6.3	<p>Q. Page 47, Section 6.3 - Can the State provide any additional clarification regarding which evaluation items are considered most important in deciding which proposal to select? In particular, the State's view or expectations regarding the tradeoff between the technical and pricing elements of the proposal are unclear. Is the completeness of the program review and other project elements more important than cost or vice versa? This would be helpful in structuring the scope of our proposed effort to best match the State's needs and expectations.</p> <p>A. In the New Jersey bid evaluation system, the weights are not disclosed to bidders. However, the evaluation committee must meet and determine the weighting criteria before bids are opened. The point scores just give a general indication of the committee's perception of the relative quality of the bids to each other. It is the written technical evaluation of the bids that provides the ultimate determination of the committee's decision.</p>
21	Page 60,	Q. Page 60, Price Schedule 1 - Price Line 1 includes an estimated

#	Page, Section	Question and Answer or Comment
	Price Schedule-1	<p>quantity of 80 for the weekly status reports. This appears inconsistent with the 2-year project term specified in Section 5.5; i.e., 2 yrs x 52 wks/yr = 104. Can the State verify that the 80 quantity figure is correct and, if so, how the State expects to cover the cost of the actual number of status reports versus the total cost that the selected bidder will provide for Price Line 1 (i.e., will the contractor be paid based on the actual number of status reports)?</p> <p>A. The estimate of eighty (80) weekly status reports is an estimated quantity for bidding purposes and is given so that all bidders have a common reference for submitting a bid. This estimate is just that, an estimation. The estimate of eighty (80) weekly status reports is the estimate of the number of reports that the contractor may be asked to submit. Eighty (80) is estimated because a weekly status report is not required every week and the State Contract Manager may cancel the delivery of a weekly status report at his discretion. It is possible that more or less than eighty (80) weekly reports may be needed. The contractor shall be paid based on the actual number of weekly status reports delivered to the State Contract Manager.</p>
22	Pages 64-69, Price Schedules 3-8	<p>Q. Pages 64-69, Price Schedules 3-8 - The short narrative at the top of each schedule all refer to producing the "final research plan" as specified in each of the referenced section. Can the State clarify that the references to the research plan is wrong and each schedule's narrative should instead refer to the deliverables specified in each of the applicable sections?</p> <p>A. Yes. All those references are wrong and each schedule's narrative should refer to the deliverables specified in each of the applicable sections. See Part II of this addendum where the narrative at the top of these price schedules is revised.</p>
23	General	<p>Q. Is it possible to e-mail us a list of plan holders (prospective bidders) for this project? My firm is an SB2-II company located in New Jersey that provides stakeholder research. We would like to subcontract to the major prime bidders for this RFP.</p> <p>A. No. The RFP is provided through downloads from the internet so there is no list of plan holders.</p>
24	Page 8, Section 1.1.3	<p>Q. Page 8, Section 1.1.3</p> <p>Q. Will the successful bidder be disqualified from providing additional services, such as Certification and Acceptance Testing, after the future</p>

#	Page, Section	Question and Answer or Comment
		<p>program contract has been awarded, even if only provided directly to the State and not the future contractor?</p> <p>A. This section will not change. See the answer to question #8.</p>
25	Page 9, Section 1.2.1	<p>Q. Page 9, Section 1.2.1</p> <p>Q. Is the contractor required to evaluate the Emissions Repair Facilities (ERF) as part of this scope of work?</p> <p>A. Yes, the contractor is required to evaluate the Emission Repair Facilities as part of this Scope of Work. The contractor shall address the ERF program’s compliance with the implementing laws, rules and regulations. The State does not expect the contractor to evaluate each Emission Repair Facility’s repair history to see if all repairs were performed properly, or if the costs were consistent with industry standards.</p>
26	Page 18 Section 3.2.1	<p>Q. Will the contractor have access to and be able to meet with the current Centralized Inspection Facility (CIF) contractors in conducting research on the current program?</p> <p>A. The contractor will need certain information from the current Centralized Inspection Facility (CIF) contractor. Most of this information is public information and will be made available to the contractor. Information that is proprietary to the CIF contractor or its subcontractors or is not public information may not be made available. The State will facilitate meetings between the contractor and the CIF contractor to ensure that information will be obtained in a timely manner.</p>
27	Page 9 Section 1.2.1	<p>Q. In Section 1.2.1, the second paragraph, the RFP states that “vehicle inspections include both a safety check for compliance with applicable rules and regulations, and an air pollution emissions inspection”. To what degree should the Contractor focus the research in Section 3.2.1 on “options to change, modernize or revise the current system...”, specifically related to the safety issues versus the emissions testing component?</p> <p>A. For safety inspections, the contractor shall research and provide options on the types of safety checks the State should consider for its future program. Options may be developed from researching information from a variety of sources including the types of safety checks that are performed in other States, reporting information obtained from the stakeholders, researching statistics from organizations like the National Highway Traffic Safety Commission or the National Safety Counsel to understand the most common causes of automobile accidents, correlating</p>

#	Page, Section	Question and Answer or Comment
		<p>and reporting information regarding the causes for the most common accidents with the age and types of vehicles that are in the New Jersey vehicle fleet. The contractor shall identify in the list of options any changes to the equipment or procedures that will need to be utilized to implement the options, as well as any changes in laws, rules, or regulations that may be necessary prior to implementation.</p> <p>For emissions inspections, the approach the contractor may take could be similar to the aforementioned for safety inspections. The contractor shall research and report how other States are performing emissions inspections, report information obtained from the stakeholders, report the current regulatory requirements, and include any advancements that may be developing in the field.</p>
28	Page 9 Section 1.2.1	<p>Q. Are safety Private Inspection Facilities (PIF) required to perform both the safety and emissions test?</p> <p>A. Yes, the existing Private Inspection Facilities are required to perform both safety and emissions inspections. The equipment and methods for certain inspections are not the same as those found in the Centralized Inspection Facilities. The contractor shall address those methods and technologies in a manner similar to that specified in response number 27 above. Similar to response number 26 above, the contractor will need certain information from the Private Inspection Facilities. The State will also facilitate meetings between the contractor and Private Inspection Facilities to obtain timely information. Currently, five equipment manufacturers can supply the equipment to the Private Inspection Facilities. The equipment supplied by the five equipment manufacturers must meet equipment specifications. The State will provide the contractor with the equipment specifications. Since the State audits the equipment utilized by the Private Inspection Facilities, the contractor is not expected to visit each Private Inspection Facility to determine its compliance with the specifications. Rather, the contractor could choose to rely on the State's audit results.</p>
29	Page 9 Section 1.2.1	<p>Q. Are PIFs required to utilize the same safety inspection equipment as the CIF contractor?</p> <p>A. Please refer to response number 28 above.</p>
30	Page 18, Section 3.2.1	<p>Q. Page 18, Section 3.2.1</p> <p>Will the contractor have access to all reports, data, memoranda, documents etc. on the New Jersey Enhanced Motor Vehicle System</p>

#	Page, Section	Question and Answer or Comment
		<p>NJMVIS program that were prepared by DMV/DEP contractors?</p> <p>A. Yes. Upon request, the contractor will be provided with any identified pertinent information as noted in the question. If any information that is deemed absolutely necessary by the contractor which is classified as not available to the public, and the State agrees that the contractor needs the requested information to fulfill the obligations of this RFP, the contractor will be required to handle such information with special procedures that will be specified at the time when the State approves the information request.</p>
31	Page 18, Section 3.2.1	<p>Q. Question: Should current or proposed Diesel Emission Inspection be considered within the scope of this project? If so, should the operations of New Jersey’s Diesel Emission Inspection Centers be included in 3.2.1.</p> <p>A. The current and future diesel emissions inspection system is not within the scope of Section 3.2.1.</p>
32	Page 37, Section 5.4	<p>Q. Page 37, Section 5.4</p> <p>Are non New Jersey based subcontractors required to obtain a business registration? If so, when is it required?</p> <p>A. Yes. After the bidder is notified of the award of the contract.</p>



## Part II

### Changes to the RFP

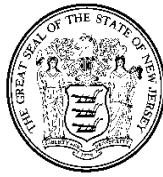
Bidders are advised to mark these changes in their copy of their RFP before preparing a bid.

Note: Cross outs are deleted

Bold words are added.

Page/Section	Change to the RFP
Page 7 Table of Contents	In the Table of Contents <u>delete</u> Section 6.5, Preconditions for Contract Award
Page 26, Section 4.3	<u>Delete</u> the first paragraph.
Page 31, Section 4.4.3.2	In the paragraph for Senior Research Specialists there is a requirement that the Certified Public Accountant shall be certified in the State of New Jersey. <u>Delete</u> the clause " <del>...in the State of New Jersey.</del> " <u>Replace</u> that clause with " <b>in any State of the United States. CPAs certified in a foreign country are not acceptable.</b> "
Page 31, Section 4.4.3.2	In Section 4.4.3.2, under Stakeholder Survey Specialist, there is a cross reference to " <del>(Section 3.2.3)</del> ". <u>Delete</u> that reference and replace it with " <b>(Section 3.2.2)</b> ".  In the first sentence, <u>delete</u> the clause "shall have a similar level of experience" <u>Replace</u> that clause with " <b>should have a similar level of experience</b> "  In the last sentence, <u>delete</u> the clause: " <del>the bidders technical expert for the stakeholder survey</del> ". <u>Replace</u> that clause with " <b>the bidders expert for the stakeholder survey</b> ".
Page 32 Section 4.4.3.6	<u>Add</u> the following to this section: " <b>For references related to the bidder's experience, bidders must submit at least 2 references and should not submit more than 5 references.</b> "  In the fourth sentence, <u>delete</u> " <del>two names and telephone numbers of responsible individuals</del> ". <u>Replace</u> this clause with " <b>one name and telephone number of a responsible individual</b> "
Page 46 Section 5.29.3	In paragraph d) in this section, <u>delete</u> \$5,000,000 and <u>replace</u> it with <b>\$1,000,000.</b>

Page 64 Price Schedule-3	On Price Schedule -3, the narrative sentence at the top, <u>delete</u> the last clause of the sentence that says: “ <del>...final research plan as specified in Section 3.2.2.</del> ” <u>Replace</u> the deleted clause with “ <b>final Stakeholder Research Project Plan</b> ”.
Page 65 Price Schedule-4	On Price Schedule -4, the narrative sentence at the top, <u>delete</u> the last clause of the sentence that says: “ <del>...final research plan as specified in Section 3.2.3.</del> ” <u>Replace</u> the deleted clause with “ <b>Options and Alternatives Briefing Report.</b> ”
Page 66 Price Schedule-5	On Price Schedule -5, the narrative sentence at the top, <u>delete</u> the last clause of the sentence that says: “ <del>...final research plan as specified in Section 3.2.4.</del> ” <u>Replace</u> the deleted clause with “ <b>Interim Report</b> ”
Page 67 Price Schedule-6	On Price Schedule-6, the narrative sentence at the top, <u>delete</u> the last clause of the sentence that says: “ <del>...final research plan as specified in Section 3.3.2.</del> ” <u>Replace</u> the deleted clause with “ <b>Procurement Assistance, RFP Preparation</b> ”.
Page 68 Price Schedule-7	On Price Schedule-7, the narrative sentence at the top, <u>delete</u> the last clause of the sentence that says: “ <del>...final research plan as specified in Section 3.3.3.</del> ” <u>Replace</u> the deleted clause with “ <b>Procurement Assistance, Bidding Process</b> ”.
Page 69 Price Schedule-8	On Price Schedule-8, the narrative sentence at the top, <u>delete</u> the last clause of the sentence that says: “ <del>...final research plan as specified in Section 3.4.1.</del> ” <u>Replace</u> the deleted clause with “ <b>Additional Services</b> ”.



**State of New Jersey**  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
P. O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

RICHARD J. CODEY  
*Acting Governor*

JOHN E. MCCORMAC, CPA  
*State Treasurer*

March 15, 2005

Addendum #2

Re: Evaluation, Consultation and Procurement Services for the New Jersey Motor Vehicle Inspection System, 05-X-37670

Bid Proposal Due Date: **March 24, 2005 at 2:00 P.M.**

Dear Potential Bidders:

This letter and its attachment form Addendum #2 to the Evaluation, Consultation and Procurement Services for the New Jersey Motor Vehicle Inspection System, 05-X-37670.

A question was posed about identifying survey firms that could assist in the Stakeholder survey. Attached is a list of firms from the New Jersey Department of Transportation that are pre-qualified to perform surveys. This list should assist you in obtaining survey services.

The Bid Proposal due date remains scheduled for **March 24, 2005 at 2:00 P.M.**

Bidders should keep an eye on the web site in case additional addenda are issued between now and bid opening.

It is important for bidders to review and cross-reference this addendum to the RFP prior to preparing a bid. You should direct any additional questions or comments about the RFP to the web address below.

[ed.cotterell@treas.state.nj.us](mailto:ed.cotterell@treas.state.nj.us)

DMJM+HARRIS, Inc.	X	A	Woodbridge Corp. Plaza - Bldg B	485 US Rt. 1 South	Iselin	NJ	08830	Charles Manning, P.E.	732-636-4990
Edwards and Kelcey, Inc.	X	A	299 Madison Avenue	P.O. Box 1936	Morristown	NJ	07962-1936	Ms. Joely Jackowitz	973-267-0555
Helen Neuhaus	X	A	460 Park Ave. South		New York	NY	10016	Ms. Helen Neuhaus	212-532-4175
LDA Consulting	X	A	500 Groff Court, NE		Washington	DC	20002	Ms. Lori Diggins	202-548-0205
Louis Berger Group, Inc.	X	A	30 Vreeland Rd.		Florham Park	NJ	07932	Mr. Bernard P. McNeilly	973-765-1800
Parsons, Brinckerhoff Quade & Douglas, Inc.	X	A	506 Carnegie Center		Princeton	NJ	08540	Mr. Rich Fischer	609-734-7000
Urbitran Associates, Inc.	X	A	71 West 23rd St., Suite 11		New York	NY	10010	Dr. Micahle Horodniceanu	212-366-6200

This is a list of Survey Firms from the Department of Transportation