



REQUEST FOR PROPOSAL

06-X-37796

LAND SURVEYING EQUIPMENT MAINTENANCE & SUPPLIES (T-0165)

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	04/11/06	5:00 PM
Mandatory Pre-bid Conference (Refer to RFP Section 1.3.3 for important details about the new electronic bid option.)	04/11/06	10:00 AM
Mandatory Site Visit (Refer to RFP Section 1.3.3 for more information.)	N/A	N/A
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	04/25/06	2:00 PM

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

Small Business Set-Aside (Refer to RFP Section 4.4.2.2 for more information.)	Status <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Entire Contract <input type="checkbox"/> Partial Contract <input type="checkbox"/> Subcontracting Only	Category <input type="checkbox"/> I <input type="checkbox"/> II <input type="checkbox"/> III
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RFP Issued By

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

Using Agencies

State of New Jersey
Cooperative Purchasing Members

Date: 03/28/06

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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 GOVERNMENT USING AGENCIES and COOPERATIVE PURCHASING PARTNERS. The purpose of this RFP is to solicit bid proposals for LAND SURVEYING EQUIPMENT, MAINTENANCE & SUPPLIES.

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

The NJ Standard Terms and Conditions version 01/20/06 will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

1.2 BACKGROUND

The title of this contract was formerly **DRAFTING AND SURVEY EQUIPMENT AND SUPPLIES**. All references to DRAFTING MATERIALS has been eliminated, leaving only a totally revised new contract for LAND SURVEYING TECHNOLOGIES including Global Positioning Systems (GPS).

This is a MAJOR REVISION of the **DRAFTING & SURVEYING EQUIPMENT** term contract, presently due to expire on June 30, 2006. Bidders who are interested in the current contract specifications and pricing information may review the current contract T-0165 at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Purchase Bureau will accept questions and inquiries from all potential bidders electronically via web form. To submit a question, please go to Current Bid Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>

Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Bidders are not to contact the Using Agency directly, in person, by telephone or by email, concerning this RFP.

The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Addenda to this RFP, if any, will be posted on the Purchase Bureau website after the cut-off date (see Section 1.4.1. of this RFP for further information.)

1.3.2 SUBMISSION OF BID PROPOSAL

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

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

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

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

1.3.3 MANDATORY PRE-BID CONFERENCE

The date, time and location of the Mandatory Pre-Bid Conference are as follows:

April 11, 2006
10:00 AM
Purchase Bureau
33 West State Street-9th Floor Bid Room
Trenton, NJ 09625-0230

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

NOTE: YOUR FEDERAL IDENTIFICATION NUMBER IS REQUESTED ON REGISTRATION FORMS.

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

Any revisions to the RFP resulting from the Mandatory Pre-Bid Conference will be formalized by an addendum to this RFP. Answers to deferred questions will also be formalized by an addendum to this RFP. 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.)

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

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

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

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

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

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

1.4.2 BIDDER RESPONSIBILITY

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

1.4.3 COST LIABILITY

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

1.4.4 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.**

All bid proposals, with the exception of information determined by the State to be proprietary, are available for public inspection.

Interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

1.4.5 PRICE ALTERATION

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

1.4.6 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership

Disclosure Form, Disclosure of Investigations and Actions Involving Bidder, Affirmative Action Employee Information Report, MacBride Principles Certification, and Business Registration or Interim Registration must be supplied for each party to a joint venture.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

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

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

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

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

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

Contractor - The contractor is the bidder awarded a contract.

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

Division - The Division of Purchase and Property.

Joint Venture – A business undertaking by two or more entities to share risk and responsibility for a specific project.

May - Denotes that which is permissible, but not mandatory.

Request for Proposal (RFP) - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of the Using Agencies, as identified herein.

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

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

State - State of New Jersey

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

2.2 CONTRACT SPECIFIC DEFINITIONS

Total Stations -

RTK - (Real Time Kinematics)

OEM - Original Equipment Manufacturers.

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

3.1 GENERAL INFORMATION

Bidders must pay attention to the restrictions on the number of pieces of equipment it can offer per category.

This is a term contract for PURCHASE ONLY of LAND SURVEYING EQUIPMENT, MAINTENANCE & SUPPLIES. Bidders are required to submit purchase prices for equipment which must include, bundled in the price, a one year warranty period to include maintenance and parts and, beginning at the end of the warranty period, a consecutive two year maintenance agreement which also includes full maintenance service and parts.

Bidders are required to develop exclusive price schedules for each piece of equipment offered in each Category listed below to be titled “**State of New Jersey Surveying Equipment Price Schedule**”. A catalog or other price list will be unacceptable. (See Format in Section 4). The number of equipment offerings per category is being limited to those listed below assuming these offerings will fulfill the needs of N.J. Government Agencies.

In order to provide related supplies, in addition to the Equipment Schedule, bidders must submit an exclusive STATE OF NEW JERSEY SUPPLIES PRICE LIST that contains items that are only appropriate to the equipment being offered.

State agencies using this contract will select equipment that is most appropriate to each agency's actual needs, and according to each machine and model's specified performance.

The State encourages trade-ins if the using agency wishes to trade in old equipment. The trade-in value will be deducted from the actual cost of the purchased item on contract.

The State reserves the right to apply any one trade-in to the purchase of any one new unit. The State will determine whether it will utilize any trade-in values or if the currently-owned equipment will remain the property of the State of New Jersey. If the using agency deems necessary, the supplier of the new equipment will be required to remove the trade-in from the agency's premises at no additional cost to the agency.

Price and other factors will determine which equipment best suits agency needs. Other factors include, but are not limited to, ease of operation, equipment performance, past experience with equipment, equipment diagnostics, configuration, and favorably priced additional available accessories.

This contract does not endorse and will not be involved with any leasing arrangements.

OEM and Dealer certification rules apply as stated in the Bidder Requirements section that follows.

3.2 EQUIPMENT COVERED

LAND SURVEYING EQUIPMENT includes the following equipment and is limited to the following offers by the bidder per category.

CATEGORY 1 - TOTAL STATIONS - (MOTORIZED)

MOTORIZED, FULLY ROBOTIC - 2 offers

MOTORIZED, AUTOMATIC - 2 offers.

CATEGORY 2 - TOTAL STATIONS - (NON MOTORIZED)

STANDARD, NON MOTORIZED - 2 offers

REFLECTORLESS - 2 offers

CATEGORY 3 - DATA COLLECTORS & ACCESSORIES -

EXTERNAL ROBOTIC - 2 Offers

EXTERNAL STANDARD - 2 Offers

CATEGORY 4 - GPS SYSTEMS & RTK SYSTEMS -

DUAL FREQUENCY - 2 Offers

SINGLE FREQUENCY - 2 Offers

GIS/GPS MAPPING GRADE SYSTEMS - 2 Offers

Vendors must submit a complete price schedule with warranty and maintenance service included for each submittal.

No piece of equipment with a unit list price exceeding \$50,000.00 including warranty and maintenance will be accepted on the contract.

3.3 BIDDER REQUIREMENTS

3.3.1 ELIGIBILITY AND QUALIFICATIONS

ORIGINAL EQUIPMENT MANUFACTURERS (OEM) or DEALERS who submit bids may be eligible for award of contracts if they can demonstrate that they have the following qualifications:

1. They can provide documentation which proves that they are an OEM or DEALER specializing in sales & service of LAND SURVEYING EQUIPMENT to State and Local Government Agencies.
2. They have a Sales Office and a Maintenance Support facility in New Jersey or within 60 miles of the State which will facilitate servicing of equipment to the entire geographic State.

3.3.1.1 ORIGINAL EQUIPMENT MANUFACTURERS (OEM)

Bidders that are OEM Manufacturers may bid selections from their product lines by submitting an exclusive Price Schedule compiled especially for the State of New Jersey.

OEM that are awarded contracts by virtue of the exclusivity of its brand may use its dealer network to service the State and Local Government Agencies. A list of the dealers that will provide service on this contract should be included with the bid.

3.3.1.2 DEALERS

Need for Manufacturer's Certification

A) Any bidders that are not Original Equipment Manufacturers (OEM) that submit a bid proposal in response to this RFP must submit written certification from any manufacturer having product represented in the proposal, stating that the bidder is an authorized dealer for the equipment offered.

B) The certification(s) shall be on the official letterhead of the manufacturer and signed by a responsible representative of the company. A responsible official is defined as a company employee who has the requisite authority to commit, obligate and bind the manufacturing

company in matters pertaining to this bid. This Certification should be submitted with the bid or submitted within 5 days of request.

C) The manufacturer's Certification shall identify the bidder and the bid identification number.

D) Certified letters received in response to the requirements of this RFP cannot be withdrawn by the manufacturer/dealer once it is accepted by the State. The Director, Division of Purchase and Property reserves the right to reject any requests for withdrawal of a Certification letter.

E) Failure to comply with the certification requirement may result in the rejection of the bid proposal for each manufacturer not certified.

3.4 WARRANTIES

Equipment must be warranted for all PARTS, LABOR, and TRAVEL EXPENSES for a period of one year from the time of completion of installation. The warranty will cover parts, service, transportation costs, pick up and delivery and all associated costs for off site or on-site warranty work. This warranty pertains to all equipment. The beginning date of the warranty period shall be in accordance with the start date of the installation period. Bidders providing a warranty of less than one year will not be considered for award.

Contractors will calibrate, replace or repair any equipment which does not perform according to specifications at any time during the one year warranty period. Contractors must render all repairs within 48 hours of notification by the Using Agency.

New equipment which must be consistently repaired from the beginning of the installation date may be subject to a new replacement model after consultation with the contract Administrator in the Purchase Bureau. Replacements must be completed within 3 business days of notification by the Contract Administrator in conjunction with the Using Agency.

The State shall give prompt notice to the Contractor of observed defects. In the event that the Contractor fails to provide service or replacement, or to make adjustments, repairs or corrections, the State may take remedial action and charge the Contractor for any cost incurred.

All electrically powered components supplied to the State which are normally subject to Underwriters Laboratory (UL) review must have received UL listing.

3.5 NEW & OBSOLETE MODELS

Models on contract from the inception date that have been discontinued or become obsolete during the term of the contract, may be replaced by requesting and getting approval from the Purchase Bureau. Replacement models must meet or exceed the specifications of the models being replaced. All prices, terms and conditions are to remain the same as the replaced model. An addendum announcing the replacement will be promulgated.

3.6 MAINTENANCE SERVICES

3.6. ON SITE SERVICE CALLS IF APPLICABLE -

Contractors must respond to service calls within eight (8) working hours of the call regardless of geographic locations - continued failure to do so will lead to contract cancellation.

Contractors must determine and schedule preventive maintenance for all equipment requiring it. The actual times for the preventive maintenance to be performed are to be agreed upon with the agency site representative in advance of the actual performance. All preventive maintenance activity must also be entered in the site service log.

All equipment repair cost and the cost of transportation necessary during the annual maintenance period shall be included in the annual maintenance charge to the Using Agency.

Parts which need to be replaced after the one year warranty period will be paid for by the Using Agency. Parts must be billed at the Contractor's cost only, no markup to the Using Agency. The labor cost involved with the replacement during the maintenance periods will be borne by the Contractor. Only new or certified OEM parts shall be used when replacement parts are required.

Contractors are to be sufficiently staffed to provide maintenance services to all areas of the State either by using its own facilities or through its dealer network if available.

In most cases, maintenance will be performed at the Contractor's work site. Transporting the equipment to and from the site is the financial responsibility of the Contractor. In all cases, equipment is to be picked up and delivered back by the maintenance person. All maintenance plans must include at least one annual calibration and preventive maintenance.

All costs of maintenance service must include unlimited service if needed during the period of the maintenance agreement as defined in this RFP and must be all inclusive.

Depending on the condition of the equipment currently owned by the State and not covered by a maintenance plan, the new maintenance prices may be adapted to similar equipment at the same prices.

3. 7 CONSUMABLE SUPPLIES

The vendor's signature will guarantee that consumable supplies offered on the exclusive price list submitted with the bid, will hold firm for the entire two year contract period. If the contract is extended beyond the original period, at the option of the State, Contractors may submit, and the State may accept a new published Price List.

Prices are to include all shipping costs. The State does not pay freight. Failure to provide an Exclusive New Jersey Price List which comprises items and net prices on a single sheet, 8 1/2' x 11", 2 sides if necessary in 10 point type,

The successful Contractor(s) shall make available to Using Agencies, copies of product descriptive/technical literature and the approved supplies price lists submitted with its proposal.

3. 8 WRITTEN QUOTATIONS

For purposes of verifying prices, when responding to an agency (State or Political Subdivision) request for contract price proposal, a Contractor or its representative should provide a written proposal on its letterhead or proposal form which mirrors the prices on the exclusive State of New Jersey Surveying Equipment Price Schedule that has been submitted with the bid.

A. Product identity - name of manufacturer.

B. The contract number and price list from which the product and pricing are derived.

C. Detailed listing of all items to be delivered and/or installed by model number/description and unit list price for each item, identified with page number reference of the contract price list.

D. Schedule that will define the delivery schedule, installation and completion.

3. 9 DELIVERY

The Contractor(s) shall furnish with the written proposal, a delivery schedule for each type of machine as to time required for delivery after receipt of order (ARO) and notify the agency in advance of delivery so that necessary arrangements can be made. The Contractor must be able to make delivery and have product available for delivery to all parts of the State.

The Contractor shall be responsible for all delivery, unloading, staging and training of products and supplies at no additional cost to the State. All delivery charges must be included in the prices submitted.

The contractor shall notify the State at least 48 hours in advance of shipment. The State will provide specific and timely authorization for each delivery. The Contractor may not proceed with delivery until it has been given expressed approval to commence delivery.

All deliveries and installation work shall be performed during regular working hours, usually 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding state holidays. Changes thereto may be granted with written approval of the State.

The Contractor shall be responsible for the delivery of product and equipment in first class condition at the point of delivery, and in accordance with accepted commercial practice.

Installation expenses (if any) are to be borne by the Contractors

Shipping cases shall be marked to show the name of the supplier, name and address of receiving agency and state Purchase Order number.

3. 10 REPLACEMENT OF UNSATISFACTORY SUPPLIES

A Contractor whose supplies cause equipment malfunction may be held responsible for the cost of any corrective action deemed necessary by the State and/or may be subject to contract cancellation.

A Contractor whose contract is canceled for cause will be obligated to accept the return of unused supplies and to refund to the State the cost of these supplies.

3. 11 SURVEYING EQUIPMENT OTHER THAN THOSE LISTED

The Purchase Bureau may consider adding one or more categories of SURVEYING EQUIPMENT that may be recommended at the Mandatory Pre Bid Conference if true added value can be demonstrated.

3.12 PERSONNEL

All Contractor's employees shall be subject to such security clearance as the Director, Division of Purchase and Property, shall require.

The Contractor shall at all times during installation and/or service keep the premises free from the accumulation of all refuse, rubbish, scrap materials and debris caused by his operations. At all times, the premises shall present a neat and orderly appearance.

The Contractor shall be responsible for any damages to buildings or individuals as a result of delivery and Installing of the materials and services supplied under this contract.

3.13 TRAINING AND TECHNICAL SUPPORT

The Contractor is to provide, and include in the price, two (2) days of instruction to operating personnel as required, along with one copy of the instructional manual for each piece of equipment delivered.

Contractor shall assist each State agency by supplying information relative to all new developments in equipment, supply materials and procedures.

3.14 MANUFACTURERS DESCRIPTIVE LITERATURE

All literature submitted must be properly labeled, showing the bidder's name and address.

Price lists for supplies submitted with the bid shall apply for the term of the contract.

Technical literature submitted must be adequate for proposal evaluators to determine compliance with the requirements of this RFP.

3.15 BID PRICES

Bidders are required to submit a Price Schedule for each Make/Manufacturer and Model of Surveying Equipment it intends to offer to the State. The Price for the equipment must include a one year warranty. The bidder must also include prices for maintenance for years one and two after the warranty period.

In evaluating situations where two bidders have submitted prices for the same make and model with accessories, the award for that piece of equipment will be made to the bidder having the lowest overall price for the EQUIPMENT and inclusive accessories, ONE YEAR WARRANTY and TWO CONSECUTIVE YEARS OF MAINTENANCE. (First and second year price of maintenance to be same.)

During the evaluation of these like models, first consideration will be given to the comparative prices of the base model to determine the lowest price. The price and added value of the accessories attached to that model will be evaluated to determine which model will be awarded in the best interest of the State.

Furthermore, in situations such as two vendors bidding the same models with different appropriate accessories and the base prices comparable, consideration may be given to making two awards for the model if it appears to be in the best interest of the State to do.

Additional available accessories which may apply exclusively to a model will not be calculated in the evaluation but the additional cost of accessories will be used to compare prices when Agencies are investigating a purchase.

3.16 EXCLUSIVE STATE OF NEW JERSEY PRICE SCHEDULES

3.16.1 EQUIPMENT AND MAINTENANCE PRICE SCHEDULE

Prices for equipment must be listed by category on an exclusive Price Schedule tailored to this bid. The prices are to include the cost of the equipment with all pertinent accessories and optional accessories. Maintenance costs for all will also be listed for easy calculations.

Each Price Schedule shall include: Category, Manufacturer, Base Model & Cost, Base Maintenance Cost, Additional Accessories & Costs and their Maintenance Costs.

(See Price Schedule format beginning on page 18).

Prices for the equipment accepted on contract must remain firm for the life of the contract including extensions.

No equipment can be added to this contract after the award is made.

3.16.2 CONSUMABLE SUPPLIES - A Price List for Consumable Supplies, if any, may be submitted but must be included with the bid. A Supplies Price List will be limited to one 8 1/2" x 11" sheet printed one or two sides in 10 point type. A catalog submittal with a discount will be rejected. The price list will be posted on the web site. Use the example provided on page 23.

3.16.3 ACCESSORIES PRICE LIST - An Accessories Price List may be submitted but must be included with the bid. Bidders are allowed to submit prices consisting of no more than one 8 1/2" x 11" sheet printed one or two sides in 10 point type. A catalog submittal with a discount will be rejected. Use the example provided on page 22.

3.17 EQUIPMENT ACQUISITION PAYMENT METHODOLOGY

3.17.1 All equipment sold on this contract will be outright purchase only. Purchase prices shall be reflected on the Price Schedules to be submitted by the bidder. **There are no provisions for leasing under this contract.**

3.17.2 MAINTENANCE PAYMENTS

Each equipment installation includes one year full warranty and two years full service maintenance of the equipment. Maintenance payments are to be paid separately by the month or quarterly in arrears as agreed to by the Using Agency.

4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's signatory page, in preparing and submitting its bid proposal.

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page

<http://www.state.nj.us/treasury/purchase/bid/summary/06x37796.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration.**

THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.

4.3 NUMBER OF BID PROPOSAL COPIES

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

4.4 BID PROPOSAL CONTENT

4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x37796.shtml>. The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

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

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x37796.shtml>.

4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x37796.shtml>.

4.4.2 PROOF OF REGISTRATIONS THAT MUST BE SUBMITTED WITH THE BID PROPOSAL

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

FAILURE TO SUBMIT A COPY OF THE BIDDER'S BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE WITH THE BID PROPOSAL MAY BE CAUSE FOR REJECTION OF THE BID PROPOSAL.

The bidder may go to www.nj.gov/njbgs to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 01 20 06 located on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/06x37796.shtml>

4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.

4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/06x37796.shtml>.

4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to 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 State contract. The Affirmative Action Forms are located on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/06x37796.shtml>.

4.4.4 PRICE SCHEDULE SUBMITTALS (ONE SHEET FOR EACH TYPE IN A CATEGORY)

SURVEYING EQUIPMENT PRICE SCHEDULE

CATEGORY 1 - TOTAL STATIONS - MOTORIZED

BIDDER/CONTRACTOR _____ DATE _____

TYPE _____ DESCRIPTION _____

MAKE/MODEL NUMBER _____

A. BASE EQUIPMENT

OUTRIGHT PURCHASE PRICE -

(ONE YEAR FULL SERVICE & PARTS WARRANTY - INCLUDED IN PRICE)

\$ _____

B. 1ST & 2ND YEAR FULL SERVICE MAINTENANCE & PARTS

PRICE PER YEAR

\$ _____

TOTAL BID PRICE - A + B

\$ _____

ACCESSORIES INCLUDED IN BASE PRICE ---

OPTIONAL ACCESSORIES

ACCESSORY ITEM

PURCHASE PRICE

(Includes warranty and maintenance)

SURVEYING EQUIPMENT PRICE SCHEDULE

CATEGORY 2 - TOTAL STATIONS - NON MOTORIZED

BIDDER/CONTRACTOR _____ DATE _____

TYPE _____ DESCRIPTION _____

MAKE/MODEL NUMBER _____

A. BASE EQUIPMENT

OUTRIGHT PURCHASE PRICE -

(ONE YEAR FULL SERVICE & PARTS WARRANTY - INCLUDED IN PRICE)

\$ _____

B. 1ST & 2ND YEAR FULL SERVICE MAINTENANCE & PARTS

PRICE PER YEAR

\$ _____

TOTAL BID PRICE - A + B

\$ _____

ACCESSORIES INCLUDED IN BASE PRICE ---

OPTIONAL ACCESSORIES

ACCESSORY ITEM

PURCHASE PRICE

(Includes warranty and maintenance)

SURVEYING EQUIPMENT PRICE SCHEDULE

CATEGORY 3 - DATA COLLECTORS - ROBOTIC & STANDARD

BIDDER/CONTRACTOR _____ DATE _____

TYPE _____ DESCRIPTION _____

MAKE/MODEL NUMBER _____

A. BASE EQUIPMENT

OUTRIGHT PURCHASE PRICE -

(ONE YEAR FULL SERVICE & PARTS WARRANTY - INCLUDED IN PRICE)

\$ _____

B. 1ST & 2ND YEAR FULL SERVICE MAINTENANCE & PARTS

PRICE PER YEAR

\$ _____

TOTAL BID PRICE - A + B

\$ _____

ACCESSORIES INCLUDED IN BASE PRICE ---

OPTIONAL ACCESSORIES

ACCESSORY ITEM

PURCHASE PRICE

(Includes warranty and maintenance)

SURVEYING EQUIPMENT PRICE SCHEDULE

CATEGORY 4 - GPS & RTK SYSTEMS

BIDDER/CONTRACTOR _____ DATE _____

TYPE _____ DESCRIPTION _____

MAKE/MODEL NUMBER _____

A. BASE EQUIPMENT

OUTRIGHT PURCHASE PRICE -

(ONE YEAR FULL SERVICE & PARTS WARRANTY - INCLUDED IN PRICE)

\$ _____

B. 1ST & 2ND YEAR FULL SERVICE MAINTENANCE & PARTS

PRICE PER YEAR

\$ _____

TOTAL BID PRICE - A + B

\$ _____

ACCESSORIES INCLUDED IN BASE PRICE ---

OPTIONAL ACCESSORIES

ACCESSORY ITEM

PURCHASE PRICE

(Includes warranty and maintenance)

ACCESSORIES PRICE LIST

BIDDER/CONTRACTOR_____DATE_____

LIST PRODUCTS -

PRICES -

SUPPLIES PRICE LIST

BIDDER/CONTRACTOR _____ DATE _____

LIST PRODUCTS -

PRICES -

4.4.4.1 BIDDER EXPERIENCE - DATA SHEETS

The bidder must provide all of the information requested in the Bidder's Data Packet located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/06x37796.shtml>.

4.4.5 FINANCIAL CAPABILITY OF THE BIDDER

Upon request, in order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit two years of certified financial statements that include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

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

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

4.4.6 PRICING

The bidder must submit its pricing using the format set forth in the State supplied Price Schedules found beginning on Page 18. Failure to submit all information required may result in the bid being considered non-responsive.

Each bidder is required to hold its prices firm for a period of 90 days. Every effort will be made to award the contract prior to the time period set forth above.

The Pricing Line Pages found at the end of this document are for use by State Agencies to make payments. It is not necessary for bidders to fill in any of the Price Lines.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 01 20 06 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/06x37796.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and the NJ Standard Terms and Conditions version 01 20 06, and any Addendum to this RFP, the Addendum shall govern.

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

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of **24 MONTHS**. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP:

<http://www.state.nj.us/treasury/purchase/bid/summary/06x37796.shtml>. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of **two** one-year periods, by the mutual written consent of the contractor and the Director.

5.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than 120 days beyond the expiration date of the contract.

5.4 CONTRACT AMENDMENT

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

5.5 ITEMS ORDERED AND DELIVERED

The Using Agencies are authorized to order and the contractors are authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agency [Agencies] reveals [reveal] that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or as a basis not to award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the Agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

The contract involves items which are necessary for the continuation of ongoing critical State services. Any delay in delivery of these items would disrupt State services and would force the State to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the State's ongoing needs.

5.6 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

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

5.7 MANUFACTURING/PACKAGING REQUIREMENTS

5.7.1 All products must conform in every respect to the standards and regulations established by Federal and New Jersey State laws.

5.7.2 All products shall be manufactured and packaged under modern sanitary conditions in accordance with federal and state law and standard industry practice.

5.7.3 All products are to be packaged in sizes as specified in this RFP and shall be packaged in such a manner as to ensure delivery in first class condition and properly marked for identification. All shipments must be comprised of original cartons associated with the commercial industry represented by the actual product contained within each carton. Deliveries containing re-used, re-labeled, re-worked or alternate cartons are subject to rejection by the Using Agency at the contractor's expense.

5.8 CLAIMS

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

5.9 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as required by in paragraph 3.19 of the NJ Standard Terms and Conditions version 01 20 06, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x37796.shtml>, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include 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.

This information must be provided in a tabular format such that an analysis can be made to determine the following:

- Contractor's total sales volume to each purchaser under the contract, subtotaled by product, including, if applicable, catalog number and description, price list with appropriate page reference and/or contract discount applied.
- Total dollars paid to subcontractors.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement for information.

Contractors are strongly encouraged to submit the required information in electronic spreadsheet format. The Purchase Bureau uses Microsoft Excel.

Failure to report this mandated information will be a factor in future award decisions.

6.0 PROPOSAL EVALUATION/CONTRACT AWARD

6.1 CONTRACT EVALUATION

The following criteria will be used to evaluate the bid proposal submitted in response to this RFP. The criteria are not listed in order of importance:

6.1.1 Price

6.1.2 Experience of the bidder

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

6.1.3 Awards will be made according to the number of offerings allowed per category. Awards will be made by the lowest bid by brand/make and model plus two years of maintenance cost. Like models bid by two or more competing vendors will require the purchase bureau to make the award to the lowest bidder considering the price of the equipment plus two years of maintenance, and any accessories which may be included in the price.

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

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

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

The purpose of such communication with the bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the State's discretion whether to require the bidder to give an oral presentation or require the bidder to submit written responses to questions regarding its bid proposal. Action by the State in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

6.3 BID DISCREPANCIES

In evaluating bids:

- Discrepancies between words and figures will be resolved in favor of words.
- Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices.
- Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices.

- Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total.
- Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum of the column of figures.

6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

Following the opening of bid proposals, the State reserves the right, pursuant to N.J.S.A. 52:34-12(f), to negotiate: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder and reserves the right to seek a Best and Final Offer (BAFO) from one or more bidders and request to negotiate, the bidder must continue to satisfy all mandatory RFP requirements but may improve upon its original technical proposal in any revised technical proposal. However, any revised technical proposal that does not continue to satisfy all mandatory requirements will be rejected as non-responsive and the original technical proposal will be used for any further evaluation purposes, in accordance with the following procedure:

The State will conduct an initial review and determine whether and with which bidder(s) it will negotiate, and will communicate its request to each such bidder. In response, the bidder will submit any required revisions to its proposal.

In response to the State's request for a BAFO, the bidder may submit a revised price proposal that is equal to or lower in price than its original submission, but must continue to satisfy all mandatory requirements.

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

All contacts, records of initial evaluations, any correspondence with bidders related to any request for negotiation or BAFO, any revised technical and/or price proposals, the State's evaluation and the Award Recommendation, will remain confidential until an Intent to Award notice is issued.

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted N.J.S.A. 19:44A-20.13 – 25 on March 22, 2005 the "Legislation", retroactive to October 15, 2004, superseding the terms of Executive Order 134. Pursuant to the requirements of the Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

7.1.1.1 DEFINITIONS

For the purpose of this section, the following shall be defined as follows:

- a) Contribution – means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1

et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition of a business entity includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse or child, residing in the same household.

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

It shall be a breach of the terms of the contract for the Business Entity to (i) make or solicit a contribution in violation of the Legislation, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C. 527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within

five (5) business days of the State's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

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

7.1.1.4 STATE TREASURER REVIEW

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

7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

7.2 FINAL CONTRACT AWARD

Contract award[s] shall be made with reasonable promptness by written notice to that responsible bidder(s), whose bid proposal(s), conforming to this RFP, is(are) most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

7.3 INSURANCE CERTIFICATES

The contractor shall provide the State with current certificates of insurance for all coverage required by the terms of this contract, naming the State as an Additional Insured.

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the contractor will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and email address.

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.