



# Request for Proposal 08-X-37238 (T1375)

**For:** PRINTING: INSPECTION STICKERS,  
INSERTS & REGISTRATION EMBLEMS  
- MOTOR VEHICLE COMMISSION  
(NJMVC)

Event	Date	Time
<b>Bidder's Electronic Question Due Date</b> (Refer to <a href="#">RFP Section 1.3.1</a> for more information.)	08/14/07	5:00 PM
<b>Mandatory Pre-bid Conference</b>	08/14/07	10:00 AM
<b>Mandatory Site Visit</b>	N/A	N/A
<b>Bid Submission Due Date</b> (Refer to <a href="#">RFP Section 1.3.2</a> for more information.)	08/29/07	2:00 PM

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

<p><b>Small Business Set-Aside</b> (Refer to <a href="#">RFP Section 4.4.2.2</a> for more information.)</p>	<p><b>Status</b></p> <p><input checked="" type="checkbox"/> Not Applicable</p> <p><input type="checkbox"/> Entire Contract</p> <p><input type="checkbox"/> Partial Contract</p> <p><input type="checkbox"/> Subcontracting Only</p>	<p><b>Category</b></p> <p><input type="checkbox"/> I</p> <p><input type="checkbox"/> II</p> <p><input type="checkbox"/> III</p>
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**RFP Issued By**  
State of New Jersey  
Department of the Treasury  
Division of Purchase and Property  
Trenton, New Jersey 08625-0230  
**Date:** 07/17/07

**Using Agency**  
New Jersey Motor Vehicle Commission (NJMVC)

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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 New Jersey Motor Vehicle Commission. The purpose of this RFP is to solicit bid proposals for **INSPECTION STICKERS, INSERTS AND REGISTRATION EMBLEMS.**

The intent of this RFP is to award a contract to that responsible bidder whose bid proposal, conforming to this RFP is most advantageous to the State, price and other factors considered. However, the State reserves the right to separately 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 05/09/06 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**

This is a re-procurement of the T1375 - INSPECTION STICKERS, INSERTS AND REGISTRATION EMBLEMS-MOTOR VEHICLE COMMISSION (MVC) term contract, presently due to expire on 07/31/07. Bidders who are interested in the current contract specifications and pricing information may review the current contract (Enter T #1375 - 03-x-34546) at:

<http://www.state.nj.us/treasury/purchase/contracts.htm>.

<http://www.state.nj.us/treasury/purchase/noa/contracts/t1375.shtml>

This contract will be awarded to manufacturing principals only. All manufacturing under this contract must be performed wholly within the premises of the contractor.

The contractor shall furnish evidence, satisfactory to the Director of the Division of Purchase and Property, that it possesses the facilities, tools, machinery, equipment, and resources necessary to efficiently and promptly carry out the terms of the contract.

### **1.3 KEY EVENTS**

#### **1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD**

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

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

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

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

### 1.3.2 MANDATORY PRE-BID CONFERENCE

The date and time of the Mandatory Pre-Bid Conference is indicated on the cover sheet. The location of the Mandatory Pre-Bid Conference will be as follows:

**STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
33 WEST STATE STREET  
9TH FLOOR BID ROOM  
TRENTON, NJ 08625**

**TIME: 10 AM**

**NOTE: TO REGISTER AT THIS PRE-BID CONFERENCE,  
EACH BIDDER MUST SUBMIT  
THEIR NINE (9) DIGIT FEDERAL TAX NUMBER.**

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

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.

### 1.3.3 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time.

**ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW  
WILL BE REJECTED. THE DATE AND TIME IS INDICATED ON THE COVER SHEET. THE  
LOCATION IS AS FOLLOWS:**

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

Directions to the Purchase Bureau can be found at the following web address:

<http://www.state.nj.us/treasury/purchase/directions.htm>.

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

Procedural inquiries on this RFP may be directed to [RFP.procedures@treas.state.nj.us](mailto:RFP.procedures@treas.state.nj.us). This e-mail address may also be used to submit requests to review bid documents. The State will not respond to substantive questions related to the RFP or any other contract via this e-mail address.

To submit an RFP or contract related question, go to the Current Bidding Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>.

Procedural inquiries on this RFP may be directed to [RFP.procedures@treas.state.nj.us](mailto:RFP.procedures@treas.state.nj.us). The Purchase Bureau will not respond to substantive questions related to the RFP or any contract.

#### **1.4 ADDITIONAL INFORMATION**

##### **1.4.1 ADDENDA: REVISIONS TO THIS RFP**

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

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

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

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

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

##### **1.4.2 BIDDER RESPONSIBILITY**

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

##### **1.4.3 COST LIABILITY**

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

##### **1.4.4 CONTENTS OF BID PROPOSAL**

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. If the State proposes to negotiate and/or pursue a Best and Final Offer, bid proposals will not be made public until the Letter of Intent to Award is issued.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter.

**THE STATE WILL NOT HONOR ANY ATTEMPT BY A BIDDER EITHER TO DESIGNATE ITS ENTIRE BID PROPOSAL AS PROPRIETARY AND/OR TO CLAIM COPYRIGHT PROTECTION FOR ITS ENTIRE PROPOSAL.**

By signing the cover sheet of this RFP, the bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to State using agencies and cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

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

In accordance with N.J.A.C. 17:12-1.22, "Bid Errors," a bidder may withdraw its bid as follows:

A bidder may request that its bid be withdrawn prior to bid opening. Such request must be made, in writing, to the Supervisor of the Business Unit. If the request is granted, the bidder may submit a revised bid as long as the bid is received prior to the announced date and time for bid opening and at the place specified.

If, after bid opening but before contract award, a bidder discovers an error in its proposal, the bidder may make written request to the Supervisor of the Business Unit for authorization to withdraw its proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal.

Note: a PB-36 complaint form may be filed and forwarded to the Division's Contract Compliance and Administration Unit (CCAU) for handling. A record of the complaint will also be maintained in the Division's vendor performance file for evaluation of future bids submitted.

All bid withdrawal requests must include:

**1) The bid identification number**

**2) The final bid opening date**

and sent to the following address:

**Department of the Treasury  
Purchase Bureau, PO Box 230  
33 West State Street – 9<sup>th</sup> Floor  
Trenton, New Jersey 08625-0230  
Attention: Supervisor, Business Unit**



If during a bid evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the bidder. The bidder will have five days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its bid shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the bidder's intention is not readily discernible from other parts of the bid proposal, the Director may seek clarification from the bidder to ascertain the true intent of the bid.

#### 1.4.7 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.

#### 1.5 PRICE LIST AND/OR CATALOG PRICING - NOT APPLICABLE

## **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 Agency[ies], 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.

### **3.0 COMMODITY DESCRIPTION/SCOPE OF WORK**

#### **GENERAL PRODUCT SPECIFICATIONS AND REQUIREMENTS**

The following specifications will apply to all windshield stickers covered by this contract, unless specified elsewhere in this RFP. Specific requirements are listed under "Item Descriptions."

#### **3.1 REQUIREMENTS:**

##### **3.1.1 SPECIAL CONDITIONS**

This contract will be awarded to manufacturing principals only. All manufacturing under this contract must be performed wholly within the premises of the contractor.

The contractor shall furnish evidence, satisfactory to the Director of the Division of Purchase and Property, that it possesses the facilities, tools, machinery, equipment, and resources necessary to efficiently and promptly carry out the terms of the contract.

Bidders should provide samples of same or similar work they have produced with their bid submittal.

All documents are to be produced under tight security. Unfinished work is to be stored under secure, controlled conditions.

All employees to be security cleared, photographed and finger-printed.

All waste or spoilage generated during the process shall be accumulated and disposed of in a secure manner to prevent reuse of the material.

The entire manufacturing process, including the application of the adhesive and the facing sheets, must be completed in the manufacturer's plant.

All materials used must be of the highest quality. Workmanship shall be first class throughout the manufacturing process.

##### **3.1.2 CONTRACT AWARD GROUPINGS**

One award will be made for each grouping as follows:

- Lines 1 through 11
- Lines 12 through 17
- Lines 18 through 26
- Lines 27 through 28
- Lines 29 through 33
- Lines 34 through 40

##### **3.1.3 MATERIAL**

Material - the sticker shall consist of white polyethylene coated paper manufactured by a controlled mill approximately .005 thickness, with a tolerance of plus or minus .0015.

### 3.1.4 DESIGN

Design - the design to be used shall be one approved by the Director of the Motor Vehicle Commission. It will include color, lettering, various sizes of type, screening or tinting (if applicable) etc.

The successful vendor will be required to prepare all electronic files. All copy and instructions for the preparation of the files will be submitted to the successful vendor. Proofs must be submitted to:

**New Jersey Motor Vehicle Commission  
Forms Control Unit  
1600 North Olden Ave  
P.O. Box 165  
Trenton, New Jersey 08666-0165**

### 3.1.5 PRINTING

Printing - the sticker shall be processed with colored inks that will not fade, for a period of forty-eight (48) months after application. All inks must be resistant to ultra-violet rays. Ink colors are subject to approval by the Director of the Motor Vehicle Commission.

**NOTE: This is for the Passenger approval stickers only:**

- 1. Bar Code 3 of 9 must be affixed on the face of all Passenger Approval Stickers.**
- 2. Five (5) microlines of type strategically placed on the face of the sticker that are only readable under strong magnification.**

**Wording will be provided to the vendor.**

**Bar Codes - This requirement is for all decals for this RFP:**

**A Bar Code 3 of 9 will be placed on all cases and then all cartons to determine the quantity of each case and each carton.**

### 3.1.6 WRITING SURFACE

Writing surface - if required, writing with ball point pen on the reverse (back) side of the sticker must adhere securely and resist smudging and removal, and remain legible.

### 3.1.7 OPACITY

Opacity - writing or printing on the back of the sticker shall not distort the features of the front (face) of the sticker when viewed in the normal use position under average daylight conditions.

### 3.1.8 ADHESIVE

Adhesive - the face of the sticker shall be coated with a pressure-sensitive adhesive that will assure adhesion to a vehicle windshield, requiring no moisture, heat or other preparation prior to the application.

The adhesive shall coat the entire surface of the face side of the sticker for inside application, smoothly and uniformly and shall contain such additives as are necessary to insure flexibility during the storage life of the sticker.

The sticker, after application, shall show satisfactory adhesion and no separation between the sticker and the surface for a minimum of forty-eight (48) months.

### 3.1.9 FACING SHEET

Facing Sheet - an easily removed facing sheet shall be placed over the adhesive face to protect the sticker until ready for use. It shall be sufficiently translucent so that the printing and the serial number are legible beneath it. The facing sheet is to be score-cut to facilitate easy removal without damage to the sticker.

### 3.1.10 SAFETY AND SECURITY FEATURES

Safety and Security Features- the sticker shall have built in security features that will safeguard the State of New Jersey against counterfeiting. This will be accomplished by incorporating into the design a secret mark known only to the manufacturer and authorized personnel of the State of New Jersey.

This secret mark may be chemically treated which can be revealed only by a chemical indicator, or other secret device.

The sticker must include a self-destructive security feature so that any attempt made to remove the applied sticker from the vehicle windshield will result in the mutilation of the sticker to preclude any possibility of re-use.

### 3.1.11 SERIAL NUMBERING

Serial Numbering- the sticker shall be consecutively numbered in accurate sequence with 3/16" high roman type numerals in counterfeit-proof penetrating black ink, positioned on the face of the sticker. No skips, missing numbers, duplicates or other errors will be acceptable.

### 3.1.12 LONGEVITY PERIOD

Longevity Period - Unless specified under the "Item Description" section of this RFP, stickers shall have a longevity period of forty-eight (48) months after application.

After application: Fading of Color, Cracking, Peeling, Loss of Adhesive Properties or Other Types of Surface Failure will be considered by the State of New Jersey as "latent defects."

Penalties may include replacement of product or reimbursement of expenses in correcting defects.

## 3.2 MOTORBOAT REGISTRATION EMBLEMS

**The following specifications apply to the Motorboat Registration Emblems only:**

### 3.2.1 MATERIAL

Material- pressure sensitive emblems to be fabricated from 3M #3560 white Scotchcal, Meyercord dri-mark vinyl, Fasson #900 white vinyl or Morgan adhesive Macal #6900.

The backer shall be coated with a pressure sensitive adhesive that will assure adhesion to an outside surface. A liner paper scored for easy removal shall cover the adhesive. Adhesive must not loosen after exposure to elements inherent in application.

Material must meet requirements of Military Specifications MIL-D-8634 b.

Manufacturer must guarantee weathering quality of emblem to be excellent to maintain flexibility despite temperature extremes, a shrinkage of .5% or less and resistance to abrasion, gasoline, oil, grease, mild acids and alkalies.

Manufacturer must guarantee that emblems damaged in the manufacturing process, or other excess, be destroyed to safeguard against use by unauthorized persons. Surplus stock may be held to expiration date for possible sale to the State if kept in a security vault.

### 3.2.2 NUMBERING

Numbering- all items to be consecutively numbered as per sample. Successful vendor will be provided with numbering (in pairs). Manufacturer must guarantee consecutive numbering in pairs. No skips, duplicates, missing or other errors are acceptable.

### 3.2.3 COLORS

Ink Color - permanent black ink or standard PMS color, UV resistant, for a period of twelve (12) months after application.

### 3.2.4 DESIGN

Design- face of emblem to be printed as a drop-out (reverse), white lettering on a colored background.

Backer prints text and illustrations in black ink on white background. Vendor to furnish artwork and typesetting on front and back. Artwork is to match samples provided by Division of Motor Vehicles.

Full color proofs and color chips must be furnished to:

**New Jersey Motor Vehicle Commission  
Forms Control Unit,  
1600 North Olden Ave  
P.O. Box 165  
Trenton, NJ 08638**

Proofs must be furnished and approved prior to any production.

### 3.2.5 PRINTING

Printing - printed 2 up, one above the other. All printing to be of the highest quality. Text, illustrations and numerals must be clear, legible and resistant to exposure.

### 3.2.6 LONGEVITY PERIOD

Longevity Period- stickers shall have a longevity of twelve (12) months after application. Fading of color, cracking, peeling, loss of adhesive properties or other types of surface failure will be considered by the State of New Jersey as "latent defects."

Penalties may include replacement of product or reimbursement of expenses in correcting defects.

The following specifications are for polyester inserts, (Items 9 and 10) designed for use with the interior windshield stickers manufactured under this contract. There are two sizes of inserts used. Both will use these base specifications for production.

### 3.2.7 MATERIAL

Material - polyester, clear plastic film, Mylar brand or equal, minimum .001" thickness

Adhesive - pressure sensitive adhesive that will assure adhesion for a period of not less than twelve (12) months after application. Adhesive must not require water, solvent or other wetting agent for activation.

All materials must be of the highest quality. Workmanship must be first-class throughout the production of the sticker.

### 3.2.8 SCORING

Scoring- inserts will be score cut to allow individual use. Scoring will be clean with no ragged edges.

### 3.2.9 MOUNTING

Mounting - 5 inserts per strip. Backer must allow for individual separation of inserts.

### 3.2.10 PACKAGING

Packaging- packed in individual boxes of 500 inserts each (100 strips) sealed with gummed security tape.

Cartons to contain 30 boxes for a total of 15,000 inserts.

Cartons to be sealed with gummed security tape.

Each carton to be affixed with a label indicating:

**Vendor**  
**Item**  
**Quantity**  
**P.O Box Number**

Each carton shall not exceed 40 pounds gross weight.

## ITEM DESCRIPTIONS

### 3.3 ITEM #1 SCHOOL BUS APPROVAL

#### 3.3.1 QUANTITIES

QUANTITIES: 40,000  
60,000  
75,000

#### 3.3.2 SIZE

SIZE: 4" WIDE X 3" HIGH

#### 3.3.3 INTENDED USE

INTENDED USE: Indicates that the school bus has been inspected and approved for use on New Jersey State highways.

### 3.4 ITEM #2 SCHOOL BUS OUT OF SERVICE REJECTION

#### 3.4.1 QUANTITIES

QUANTITIES: 10,000  
15,000

#### 3.4.2 SIZE

SIZE: 4" WIDE X 3" HIGH



### 3.4.3 INTENDED USE

INTENDED USE: Indicates rejection of school bus for use on New Jersey State highways.

### 3.5 ITEM #3 HIGH RISE VEHICLE APPROVAL

#### 3.5.1 QUANTITIES

QUANTITIES: 10,000  
15,000  
20,000

#### 3.5.2 SIZE

SIZE: 4" WIDE X 3" HIGH

#### 3.5.3 INTENDED USE

INTENDED USE: Indicates approval of a high rise vehicle for use on New Jersey State highways.

### 3.6 ITEM#4 MOTOR VEHICLE INSPECTION REJECTION STICKER - PRESSURE-SENSITIVE

#### 3.6.1 QUANTITIES

QUANTITIES: 1,500,000  
2,000,000  
3,000,000

#### 3.6.2 SIZE

SIZE: 3" WIDE BY 1 1/2" HIGH

#### 3.6.3 INTENDED USE

INTENDED USE: Indicates that a vehicle has been rejected for safe operation on the New Jersey State highways. The sticker must be affixed to the inside of a vehicle windshield in a manner prescribed by law.

#### 3.6.4 COLOR INKS

COLOR INKS: Samples of shade inks used to be submitted for approval by the Director of the New Jersey Motor Vehicle Commission.

Face to be printed in two colors - red background with black text and black numbering.

### 3.7 ITEM #5 SCHOOL BUS REJECTION

#### 3.7.1 QUANTITIES

QUANTITIES: 10,000  
15,000

#### 3.7.2 SIZE

SIZE: 3" WIDE X 3" HIGH

#### 3.7.3 INTENDED USE

INTENDED USE: Indicates rejection of school bus for use on New Jersey State highways.

### 3.8 ITEM #6 ROADSIDE EMISSION APPROVAL

#### 3.8.1 QUANTITIES

QUANTITIES: 60,000  
75,000

#### 3.8.2 SIZE

SIZE: 2" WIDE X 3" HIGH

#### 3.8.3 INTENDED USE

INTENDED USE: Indicates approval of vehicle for use on New Jersey State highways.

### 3.9 ITEM #7 DIESEL EMISSION INSPECTION CENTER APPROVAL

#### 3.9.1 QUANTITIES

QUANTITIES: 100,000  
200,000

#### 3.9.2 SIZE

SIZE: 3" WIDE X 3" HIGH

#### 3.9.3 INTENDED USE

INTENDED USE: Indicates approval by a licensed diesel emission inspection center of a vehicle for use on New Jersey State highways.

### 3.10 ITEM #8 NEW CAR DEALER APPROVAL

#### 3.10.1 QUANTITIES

QUANTITIES: 750,000  
1,000,000  
1,500,000

### 3.10.2 SIZE

SIZE: 3" WIDE X 3" HIGH

### 3.10.3 INTENDED USE

INTENDED USE: Indicates approval by a licensed new car dealer for use on New Jersey State highways.

## 3.11 ITEM #9 NEW CAR DEALER INSERTS

### 3.11.1 QUANTITIES

QUANTITIES: 250,000 (50,000 STRIPS, 5 UP)  
500,000 (100,000 STRIPS, 5 UP)  
750,000 (150,000 STRIPS, 5 UP)

### 3.11.2 SIZE

SIZE: 1" X 1" (STRIP 1" HIGH BY 5" WIDE)

### 3.11.3 INTENDED USE

INTENDED USE: Indicates year in which next inspection will be due on a new car.

## 3.12. ITEM#10 INSPECTION INSERTS

### 3.12.1 QUANTITIES

QUANTITIES: 1,500,000  
2,000,000  
3,000,000

### 3.12.2 SIZE

SIZE: 1 1/4" WIDE X 1 1/4" HIGH

### 3.12.3 INTENDED USE

INTENDED USE: Indicates month in which next inspection is due on vehicle.

## 3.13 ITEM #11 COLLECTOR CAR

### 3.13.1 QUANTITIES

QUANTITIES: 10,000  
15,000

### 3.13.2 SIZE

SIZE: 4" EQUILATERAL TRIANGLE

### 3.13.3 INTENDED USE

INTENDED USE: Indicates approval of a collector car under restrictions imposed by law for use on New Jersey State highways.

### 3.14. ITEM#12 MOTORBOAT EMBLEMS

#### 3.14.1 QUANTITIES

QUANTITIES: 250,000 (2 UP - 500,000)  
275,000 (2 UP - 550,000)

#### 3.14.2 SIZE

SIZE: 3" X 4" EACH

### 3.14.3 INTENDED USE

INTENDED USE: Indicates registration renewal for current year.

### 3.15 ITEM#13 MOTORCYCLE APPROVAL STICKERS - PRESSURE SENSITIVE

#### 3.15.1 QUANTITIES

QUANTITIES: 25,000  
75,000  
100,000

#### 3.15.2 SIZE

SIZE: 1 1/4" WIDE BY 1 1/4" HIGH

### 3.15.3 INTENDED USE

INTENDED USE: Indicates that a motorcycle has been approved for safe operation on the New Jersey State highways. The sticker must be affixed to the motorcycle license plate in a manner prescribed by law.

### 3.15.4 COLOR INKS

COLOR INKS: The background color may be an integral part of the film.

However, if printed, the ink used for all imprinting (background, lettering, numbering) must be of a type that will form a bond with the film.

Face of sticker to be printed in black ink on color background.

Backer - slip sheet to be printed in black ink only.

### 3.15.5 MATERIAL

**MATERIAL:** Reflective sheeting sticker material with a smooth outer surface and pressure sensitive adhesive on the back side for application to a flat, smooth surface.

Adhesive shall be non-water soluble.

Bidder must submit name and grade of sheeting on which it is quoting with six (6) samples each 1 1/4" x 1 1/4" approximately, printed and unprinted with its bid. Please provide the name and grade of sheeting quoted on the Pricing Sheet for Lines 31, 32 and 33.

### 3.15.6 ADHESIVE

**ADHESIVE:** The backer side of the sticker shall be coated with a pressure sensitive adhesive that will assure permanent adhesion to bare of painted metal, bare of painted fiberglass, vitreous enamel for a period of forty-eight (48) months requiring no moisture, heat or other preparation prior to application.

It must be insoluble in water and it shall not be possible to remove any adhesive by violent rubbing with a finger.

The adhesive shall coat the entire area of the back side of the sticker for outside application, smoothly and uniformly and shall contain such additives as are necessary to insure no appreciable deterioration of the unapplied stickers after a storage period of fifteen (15) months in a cool place.

Backer Slip Sheet - an easily removable slip sheet shall be placed over the adhesive to protect the sticker until ready for use.

The slip sheet is to be score cut to facilitate easy removal without damage to the sticker.

After removal of the slip sheet, the sticker shall consist of film only and shall be entirely free of paper.

### 3.15.7 PROTECTIVE SHIELD

#### PROTECTIVE

**SHIELD:** After the stickers are printed and numbered, the sticker shall be coated with a protective high gloss transparent clear coating.

The coating shall be capable of remaining clear and protecting the face of the sticker so that the design will not be affected by weather and temperature extremes found in the continental United States, when subjected to washing with hot or cold water and strong detergents, steam, or petroleum by-products for a minimum period of forty-eight (48) months after being applied to the motorcycle.

### 3.16 ITEM#14 PASSENGER VEHICLE APPROVAL INSPECTION STICKER

#### 3.16.1 Quantities

QUANTITIES: 1,000,000  
2,000,000  
3,000,000  
4,000,000

#### 3.16.2 SIZE

SIZE: 4 1/4" WIDE BY 3 1/4" HIGH

#### 3.16.3 INTENDED USE

INTENDED USE: Indicates that a vehicle has been approved for use on New Jersey highways.

The sticker must be affixed to the inside of a vehicle windshield in a manner prescribed by law.

#### 3.16.4 COLOR INKS

COLOR INKS: Samples of ink shades used to be submitted for approval by the Director of the Motor Vehicle Commission.

Face to be printed in two (2) colors.

Backer to be printed in black ink only.

### 3.17 ITEM#15 FORTY-EIGHT (48) HOUR DANGEROUS VEHICLE INSPECTION STICKERS - PRESSURE-SENSITIVE

#### 3.17.1 QUANTITIES

QUANTITIES: 40,000  
50,000  
60,000

#### 3.17.2 SIZE

SIZE: 4" WIDE BY 4" HIGH

#### 3.17.3 INTENDED USE

INTENDED USE: Indicates that a vehicle has been rejected for safe operation on the New Jersey State highways.

The sticker must be affixed to the inside of a vehicle windshield in a manner prescribed by law.

### 3.17.4 COLOR INKS

COLOR INKS: Samples of shade inks used to be submitted for approval by the Director of the Motor Vehicle Commission.

Face to be printed (2) colors, black lettering on red background.

### 3.18 PACKING AND DELIVERY OF ALL ITEMS

The packing shall be in accordance with industry standard practices, in a manner to insure carrier acceptance and safe delivery to the destination.

Individual box - the stickers are to be packed in suitable boxes, serial numbers up (low number to high), 500 to a box. Each box will be sealed with a gummed security tape. A label will be affixed to each box showing the quantity contained within and the sequential numbers enclosed as well as the type of sticker packaged.

Individual carton - each carton shall contain thirty (30) individual boxes, packaged in proper numerical sequence. Each carton is to be sealed with a gummed security tape. Carton will be affixed with a label showing:

- 1) Vendor Name**
- 2) Purchase Order Number**
- 3) Quantity and Sequence of Numbers (Low to High) Contained Within**

All cartons must be palletized on skids in numerical sequence, with the highest number on the bottom and the lowest number on top.

Skid will not exceed 40" in width, 48" in length and 48" in height.

Pallets must be secured with stretch wrap.

Height must not exceed 48" including pallet.

No carton will exceed 40 pounds gross weight.

Delivery will be accepted Monday through Friday (except holidays) between the hours of 7:00 AM and 12:00 noon, and after 1:00 PM until 4:30 PM.

Deliveries will not be accepted between the hours of 12:00 noon and 1:00 PM nor after 4:30 PM.

Price must include delivery to the warehouse of the New Jersey Motor Vehicle Commission at:

**New Jersey Motor Vehicle Commission  
1600 North Olden Ave  
Trenton, NJ 08638**

Delivery will be required 10 weeks after receipt of purchase order.

Penalty for late delivery may be assessed at .05% of the total cost of the order for each day delayed without cause.

Failure to comply with any of these specifications will result in rejection of delivery, or the cost of adjustment or replacement of rejected items.

### 3.19 TESTING, SAMPLING AND INSPECTION

Inspection may be made at the place of manufacturer at the option of the State of New Jersey after an award has been made.

Testing - "prior to delivery" samples (10) will be submitted to:

**New Jersey Motor Vehicle Commission  
Forms Control Unit  
1600 North Olden Ave  
Trenton, NJ 08638**

These samples must be submitted and approved before production is started. The samples will be subjected to final testing and examination in accordance with this specification by the Purchase Bureau Quality Assurance Division.

All tests will be made on glass test panels having a clean, dry surface. The sticker will be applied to prepared panels and firmly secured and remain at room temperature for twenty-four hours.

The samples, including writing surface, shall be examined for workmanship and conformance to specification requirements.

Adhesion - After proper application to the glass test panels, the sticker shall be tested as follows:

- Baked in oven at 150 degrees F. for two hours.
- Placed in refrigerator at 32 degrees F. for 12 hours.
- Soak sticker with carbon tetrachloride for 15 minutes at room temperature.
- Place wet blotter over sticker for 15 minutes at room temperature.

At the conclusion of the testing periods, the sticker shall be tested for toughness and adhesion.

Attempts will be made to remove the sticker, including the use of a sharp razor.

In every instance, the attempted removal must result in disintegration, defacement, or visible damage to the sticker, if mutilation is a security requirement of the sticker.

### 3.20 REJECTION OF DEFECTIVE PRODUCT

The State of New Jersey reserves the right to reject the entire shipment should latent defects be discovered after delivery has been accepted.

The State can reject the delivery and require the contractor to make replacements or cancel this contract and surcharge the contractor for any expense incurred by the cancellation.

The bidder is required to hold its prices firm for a minimum of ninety (90) days so that an award can be made.



### **3.21 SPECIAL PROJECTS/ADDITIONAL WORK**

Should additional work be required, which is beyond the scope of this RFP but is related to the overall contract, the contractor will be requested to submit a written cost estimate and production schedule to the project supervisor.

Costs for this additional work will be appropriately prorated as a one-time up-charge.

Examples of such modifications can include author's alterations, programming changes, ink or paper stock variations, etc.

The contractor will receive written authorization to proceed from the project supervisor and the Purchase Bureau.

### **3.22 PAPER PRICE ESCALATION CLAUSE**

The following specifications are an integral part of this specification. Please read carefully and bid accordingly.

Due to the volatility of the paper market, price escalations – for paper only – are allowable under this contract. The successful bidder will be required to keep prices firm for the first purchase order.

After this initial period, the contractor may submit to the Director of the Division of Purchase and Property, a request for a price adjustment if the contractor's price for the paper has been increased by the paper merchant.

This increase will only be considered after the contractor has determined that no comparable source of supply is available. The contractor must document his efforts in this regard.

The contractor must make good faith effort to secure the required amount of paper from alternate sources before applying for any increase(s). Such effort must be documented.

The contractor must also submit a letter from the paper merchant and paper mill documenting the increase.

The contractor may apply for any price increase which occurs thereafter.

## **4.0 BID PROPOSAL PREPARATION AND SUBMISSION**

### **4.1 GENERAL**

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

**Note:** Bid proposals shall not contain URLs (Uniform Resource Locators, i.e., the global address of documents and other resources on the world wide web) or web addresses. Inasmuch as the web contains dynamically changing content, inclusion of a URL or web address in a bid response is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that the bid's content changes as the referenced web pages change.

## 4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

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

<http://www.state.nj.us/treasury/purchase/bid/summary/08x37238.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) complete and exact copy of the original.**

The copy requested is 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/08x37238.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/08x37238.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/08x37238.shtml>.

#### **4.4.2 PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL**

##### **4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE**

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

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

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/08x37238.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/08x37238.shtml>.

#### 4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to submit a copy of Certificate of Employee Information or a copy of Federal Letter of Approval verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. If the bidder has neither document of Affirmative Action evidence, then the bidder must complete the attached Affirmative Action Employee Information Report (AA-302). This requirement is a precondition to entering into a State contract. The Affirmative Action Employee Information Report (AA-302) is located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/08x37238.shtml>.

#### 4.4.4 SUBMITTALS - NOT APPLICABLE

##### 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/08x37238.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.

If the information is not supplied with the bid proposal, the State may still require the bidder to submit it. If the bidder fails to comply with the request within seven (7) business days, the State may deem the proposal non-responsive.

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 sheet(s) attached to this RFP. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

## **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 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/08x37238.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 05 09 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 two (2) years.** The anticipated "Contract Effective Date" is provided on the signatory page of this RFP:

<http://www.state.nj.us/treasury/purchase/bid/summary/08x37238.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 (2) one-year periods**, by the mutual written consent of the contractor and the Director.

**Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than 45 days after contract expiration.**

### **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 ninety (90) days beyond the expiration date of the contract.**

### **5.4 CONTRACT AMENDMENT**

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

### **5.5 CONTRACTOR'S WARRANTY**

- a) The Contractor is responsible for the quality, technical accuracy, timely completion and delivery of all deliverables and other services to be furnished by the Contractor under the Contract. The Contractor agrees to perform in a good, skillful and timely manner all services set forth in the Contract.

- b) The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services and deliverables furnished under the Contract. The approval of interim deliverables furnished under the Contract shall not in any way relieve the Contractor of fulfilling all of its obligations under the Contract. The acceptance or payment for any of the services rendered under the Contract shall not be construed as a waiver by the State or Agency, of any rights under the agreement or of any cause of action arising out of the Contractor's performance of the Contract.
- c) The acceptance of, approval of or payment for any of the services performed by the Contractor under the Contract shall not constitute a release or waiver of any claim the State or Agency, has or may have for latent defects or errors or other breaches of warranty or negligence.

## **5.6 ITEMS ORDERED AND DELIVERED**

The Using Agency is authorized to order and the contractor is 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.

## **5.7 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.

## **5.8 MANUFACTURING/PACKAGING REQUIREMENTS**

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

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

5.8.3 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.

## 5.9 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.

## 5.10 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 05 09 06, located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/08x37238.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 other 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.

## 5.11 PERFORMANCE BOND

This section supplements Section 3.3b of the NJ Standard Terms and Conditions version 05/09/06 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x37238.shtml>.

A performance bond is required. The amount of the performance bond is noted on the RFP signatory page located on the Advertised Solicitation, Current Bid Opportunities <http://www.state.nj.us/treasury/purchase/bid/summary/08x37238.shtml>. The performance bond must be posted within 30 days of the effective date of the contract award. The performance bond must remain in full force and effect for the term of the contract and any extension thereof.

## **6.0 PROPOSAL EVALUATION**

### **6.1 EVALUATION CRITERIA**

The following criteria will be used to evaluate all bid proposals that meet the requirements of this RFP. The criteria are not necessarily listed in order of importance:

6.1.1 Price. One award will be made to the low bidder for each grouping as follows:

- Lines 1 through 11
- Lines 12 through 17
- Lines 18 through 26
- Lines 27 through 28
- Lines 29 through 33
- Lines 34 through 40

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.

### **6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL**

After the submission of bid proposals, unless requested by the State as noted below, vendor contact with the State is still not permitted.

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.

## 7.0 CONTRACT AWARD

### 7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

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

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

##### 7.1.1.1 DEFINITIONS

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

a) Contribution – means a contribution reportable as a recipient under “The New Jersey Campaign Contributions and Expenditures Reporting Act.” P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

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

### 7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

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

### 7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State’s request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

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

### 7.1.1.4 STATE TREASURER REVIEW

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

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

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

### 7.2 FINAL CONTRACT AWARD

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

### 7.3 INSURANCE CERTIFICATES

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

## 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.