



# Request for Proposal 06-X-38730

## For: Auction Services for Vehicles & Special Auctions

Event	Date	Time
<b>Bidder's Electronic Question Due Date</b> (Refer to <a href="#">RFP Section 1.3.1</a> for more information.)	04/14/06	4PM
<b>Mandatory Pre-bid Conference</b> (Refer to <a href="#">RFP Section 1.3.3</a> for important details about the new electronic bid option.)	Not applicable	<b>TIME</b>
<b>Mandatory Site Visit</b> (Refer to <a href="#">RFP Section 1.3.3</a> for more information.)	Not Applicable	<b>TIME</b>
<b>Bid Submission Due Date</b> (Refer to <a href="#">RFP Section 1.3.2</a> for more information.)	05/03/06	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.

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

Using [Agency/Agencies](#)

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

State of New Jersey  
[Cooperative Purchasing Members](#)

## Table of Contents

<b>1.0 INFORMATION FOR BIDDERS</b> .....	<b>4</b>
1.1 PURPOSE AND INTENT .....	4
1.2 BACKGROUND.....	4
1.3 KEY EVENTS.....	4
1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD .....	4
1.3.2 SUBMISSION OF BID PROPOSAL .....	5
1.4 ADDITIONAL INFORMATION.....	5
1.4.1 ADDENDA: REVISIONS TO THIS RFP.....	5
1.4.2 BIDDER RESPONSIBILITY .....	6
1.4.3 COST LIABILITY .....	6
1.4.4 CONTENTS OF BID PROPOSAL.....	6
1.4.5 PRICE ALTERATION.....	6
1.4.6 JOINT VENTURE.....	6
1.5 PRICE LIST AND/OR CATALOG PRICING.....	6
<b>NOT APPLICABLE TO THIS PROCUREMENT.2.0 DEFINITIONS</b> .....	<b>6</b>
<b>2.0 DEFINITIONS</b> .....	<b>7</b>
2.1 GENERAL DEFINITIONS.....	7
2.2 CONTRACT SPECIFIC DEFINITIONS .....	7
<b>3.0 COMMODITY DESCRIPTION/SCOPE OF WORK</b> .....	<b>8</b>
3.1 PERSONNEL (EMPLOYEES).....	8
3.2 EQUIPMENT .....	8
3.3 MONEY HANDLING ON DAY OF AUCTION .....	9
3.4 IDENTIFICATION .....	9
3.5 AUCTION INSTRUCTIONS .....	9
3.6 RECORDING OF SALES.....	9
3.7 KEYS (VEHICLE AUCTIONS ONLY).....	9
3.8 STATE'S RESPONSIBILITIES .....	9
3.9 SPECIAL AUCTION REQUIREMENTS .....	10
3.10 AUCTION SITE VISIT AND PREPARATIONS.....	10
3.11 INVENTORY AND CATALOGING .....	10
3.12 ADVERTISING .....	10
3.13 REPORTS .....	10
3.14 LOT COMPOSITION AND BIDS .....	10
3.15 SPECIAL EQUIPMENT .....	10
<b>4.0 BID PROPOSAL PREPARATION AND SUBMISSION</b> .....	<b>11</b>
4.1 GENERAL .....	11
4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION.....	11
4.3 NUMBER OF BID PROPOSAL COPIES.....	11
4.4 BID PROPOSAL CONTENT .....	11
4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL .....	11
4.4.1.1 SIGNATORY PAGE.....	11
4.4.1.2 OWNERSHIP DISCLOSURE FORM.....	11
4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER .....	11
4.4.2 PROOF OF REGISTRATIONS THAT MUST BE SUBMITTED WITH THE BID PROPOSAL.....	12
4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE .....	12
4.4.2.2 SMALL BUSINESS SET-ASIDE CONTRACTS.....	12
4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.....	12
4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION .....	12
4.4.3.2 AFFIRMATIVE ACTION.....	12
4.4.4 SUBMITTALS.....	12

4.4.4.1 BIDDER EXPERIENCE - DATA SHEETS .....	12
4.4.4.2 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE .....	12
4.4.5 FINANCIAL CAPABILITY OF THE BIDDER .....	13
4.4.6 PRICING .....	13
4.4.7 MANAGEMENT OVERVIEW .....	13
<b>5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS .....</b>	<b>15</b>
5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS .....	15
5.2 CONTRACT TERM AND EXTENSION OPTION .....	15
5.3 CONTRACT TRANSITION .....	15
5.4 CONTRACT AMENDMENT .....	15
5.5 ITEMS ORDERED AND DELIVERED .....	15
5.6 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS .....	16
5.7 MANUFACTURING/PACKAGING REQUIREMENTS .....	16
5.8 CLAIMS .....	16
5.9 CONTRACT ACTIVITY REPORT .....	16
5.10 ADDITIONAL WORK AND/OR SPECIAL AUCTIONS .....	17
<b>6.0 PROPOSAL EVALUATION/CONTRACT AWARD .....</b>	<b>18</b>
6.1 CONTRACT EVALUATION .....	18
6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL .....	18
6.3 BID DISCREPANCIES .....	18
6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO) .....	19
<b>7.0 CONTRACT AWARD .....</b>	<b>20</b>
7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD .....	20
7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134) .....	20
7.1.1.1 DEFINITIONS .....	20
7.1.1.2 BREACH OF TERMS OF THE LEGISLATION .....	20
7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS .....	21
7.1.1.4 STATE TREASURER REVIEW .....	21
7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271 .....	21
7.2 FINAL CONTRACT AWARD .....	21
7.3 INSURANCE CERTIFICATES .....	22
<b>8.0 CONTRACT ADMINISTRATION .....</b>	<b>23</b>
8.1 CONTRACT MANAGER .....	23
8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES .....	23
8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER .....	23

## **1.0 INFORMATION FOR BIDDERS**

### **1.1 PURPOSE AND INTENT**

This Request For Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury, on behalf of the State of New Jersey Distribution and Support Services (DSS). The purpose of this RFP is to solicit proposals from qualified bidders for Auction Services of (1.) vehicles including automobiles, trucks, buses, construction equipment, boats, machinery, and miscellaneous industrial parts and supplies; and (2.) miscellaneous State, seized and forfeited property including, but not limited to, furniture, equipment, supplies, jewelry, collectibles, personal, perishable and retail items.

For the purpose of this RFP, category (1) items listed above will be referred to as "Vehicle Auctions" and category (2) items as "Special Auctions".

The intent of this RFP is to award a contract to that responsible bidder whose bid proposals, 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 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**

#### **Background Information and Location**

Auctions may be held at various locations throughout the State of New Jersey. However, the primary location will be the State's Distribution Center 1620 Stuyvesant Avenue, West Trenton, New Jersey. The majority of Auctions will be vehicle auctions.

Vehicle Auctions are normally conducted on Saturdays starting at 9:00 a.m. unless otherwise specified/scheduled by the State's Contract Manager. Exact dates and location cannot be determined until surplus commodities are released for sale. There are, on average, between 12 and 15 vehicle auctions per year. There will be approximately 100 -110 vehicle and/or pieces of equipment at each vehicle auction.

Special Auctions are scheduled "as needed" and may be held at any location and at any given date/time throughout the year. Historically, these type auctions are minimal, and no guarantees are made that this type auction will be required throughout the contract period.

This is a reprourement of the Auction Services for vehicles and Special Auctions term contract, presently due to expire on June 18, 2006. Bidders who are interested in the current contract specifications and pricing information may review the current contract T1954 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.**

### 1.4 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. 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.

#### 1.5 PRICE LIST AND/OR CATALOG PRICING

Not applicable to this procurement.

## **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.

### **2.2 CONTRACT SPECIFIC DEFINITIONS**

**Auction Trade Publications** – are any publications, either newspapers or specialty paper/magazine that people who regularly look for auctions would go to. As an example, the National Auction Bulletin, Antique and Auction News, Princeton Packet, etc. The Auctioneer may also have a specific publication he/she normally advertises his/her auctions in which would be included under the terms “Auction Trade Publication”.

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

The Contractor shall provide the following personnel and equipment for Vehicle and Special Auctions:

#### **Contractor Personnel:**

Some aspects of the auction will require contractor personnel to work in rain, snow, wind, heat, and cold. The Contractor shall provide personnel who are thoroughly trained and qualified in the work assigned to them.

The Contractor must assure that all personnel observe all regulations in effect at the agency Auction site. While on State property, employees shall be subject to control of the State, but under no circumstances shall such persons appear to be, or act as, employees of the State. The Contractor and/or contractor's employees shall represent themselves as a contractor of the State, and shall be dressed as to be identified as contractor employees.

The State's Contract Manager may request the contractor to remove from the work crew any employee who is found to be incompetent, prone to excessive tardiness, absenteeism, or under the influence of alcohol and drugs.

The contractor shall be responsible to insure that all articles "found" by his employees on and near the auction site are turned over to the State's Contract Manager.

#### **3.1 PERSONNEL (EMPLOYEES)**

##### Auctioneer's Responsibility

The contractor shall provide, at their expense, the following employees at each auction:  
(vehicle & special)

- a. Service of a professional auctioneer
- b. Two (2) cash clerks
- c. One (1) ticket clerk
- d. One (1) ticket runner
- e. A minimum of four (4) Drivers (for vehicle auctions only).
- f. One (1) special police officer under jurisdiction of local police

**Note: In some instances two (2) special officers may be required at the discretion of the State's Project Manager.**

#### **3.2 EQUIPMENT**

The contractor shall provide all equipment necessary for a successful auction including, but not limited, to the following:

One (1) mobile office for all vehicle auctions involving heavy equipment, and all off-site auctions.

- a. public address system
- b. podium
- c. various office supplies
- d. recording equipment necessary to perform the requirement stated below in paragraph 3.6 (Recording of Sales).

### **3.3 MONEY HANDLING ON DAY OF AUCTION**

The auctioneer shall collect, count and record all monies paid during the auction. Upon completion of the auction, the contractor shall physically count all monies collected and provide the total to the State's Contract Manager. The State's Contract Manager will compare the contractor's total to his/her total, and if different, a recount of cash/recalculation of sales data will be made. The auctioneer's physical count of cash must match the total sales figure minus balances due. If the auctioneer is short, accepts counterfeit funds, or otherwise accepts invalid forms of payment, he/she is required to make up the difference out-of-pocket. If the auctioneer is over, that amount will be deposited. The auctioneer will deposit all monies the day of the sale. If the overage still exists after the State closes out the sale (within three weeks of auction date), the overage amount will be returned to the vendor. A record will be kept by the State of all overages and shortages.

It is possible that some auctions will extend beyond normal banking hours. Should this occur, the auctioneer shall collect, count and record all monies and deposit same through use of the night depository. In these instances, the Distribution and Support Services courier will pick up the deposit slip and empty cash bags between noonday and early afternoon the Monday following the auction, and notify the auctioneer of any discrepancies. Any moneys collected after the sale date will be handled by the State.

### **3.4 IDENTIFICATION**

At the closing of each item or lot, the auctioneer shall clearly identify the price of the item and the person to whom the item was sold. Identification of the winning bidder will be by pre-assigned (by the auctioneer) bidder numbers. The bidder number must cross reference to a written record showing the bidder's name, address and phone number.

### **3.5 AUCTION INSTRUCTIONS**

Auctioneer must read aloud all pertinent regulations and required procedures prior to the start of the auction.

### **3.6 RECORDING OF SALES**

All auction sales must be electronically recorded by the auctioneer for verification purposes.

### **3.7 KEYS (VEHICLE AUCTIONS ONLY)**

All vehicle keys must be returned to the State by the end of the auction.

### **3.8 STATE'S RESPONSIBILITIES**

**3.8.1** The State will make available to the contractor's drivers, keys to all vehicle on the day of the auction. (vehicle auctions only)

**3.8.2** The State shall store all vehicles, equipment and items before and after the auction.

**3.8.3** The State shall be responsible for organizing and scheduling the auction, and for determining the location of such auctions.

**3.8.4** The State shall advertise the auction in the public press and on its Internet site, and conduct other advertising as it deems necessary. (vehicle auctions only)

**3.8.5** Any moneys collected after the auction shall be collected, counted and deposited by the State.

**3.8.6** Any fees required by local governments to conduct an auction shall be paid by the State of New Jersey.

**3.8.7** The State will provide additional personnel as necessary for security, crowd control and overall auction oversight.

The State will provide the auctioneer a copy of all sales receipts and a printout showing the bid price, deposit, paid in full and balance due of each unit sold. (vehicle auctions only)

### **3.9 SPECIAL AUCTION REQUIREMENTS**

#### **3.10 AUCTION SITE VISIT AND PREPARATIONS**

The auctioneer will provide three onsite visits with the State Project Manager to assist the State in setting up the site and arranging items to be auctioned.

#### **3.11 INVENTORY AND CATALOGING**

The auctioneer will provide up to 20 man-hours of inventory and cataloging services. Anything over 20 man-hours will be reimbursed by the State at a rate of \$20/hour.

#### **3.12 ADVERTISING**

The auctioneer will advertise the auction in no less than three (3) auction trade publications and mail out advertisements to those personnel normally on the auctioneer's mailing list for upcoming auctions. The auctioneer will provide the State with a copy of all advertisements and flyers produced and distributed by him/her. All advertisements are subject to review by the assigned Project Manager prior to publication.

All cost of advertisement in three (3) of the above media shall be paid for by the Auctioneer.

#### **3.13 REPORTS**

The auctioneer shall provide a post-auction report that lists, at a minimum, the date of the auction, location, total receipts, receipts by category, number of bidder registered or, if registration is not required, an estimate of the turn out, copies of all advertisements and mailings, a copy of any lists or catalogues of the items auctioned, a copy of all sales receipts, and an overall summary of the conduct of the auction.

The auctioneer will account for each sale on a numbered receipt form, which is to be provided by and completed by the auctioneer. The form must provide the item number, a brief description, and sale price.

#### **3.14 LOT COMPOSITION AND BIDS**

The State reserves the right to determine the composition of LOTS, i.e., if items should be auctioned separately or in groups of like items. The State also reserves the right to determine minimum bids, and to reject any and all bids if not in the best interest of the State.

#### **3.15 SPECIAL EQUIPMENT**

For special auctions involving jewelry, currency, collectables or other high value items, the auctioneer must provide appropriate display cases, lighting, and other specialty equipment for the security and integrity of the items during preview, storage, and auction.

## **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/<06x38730>.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 four (4) **full, complete and exact copies** 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/<06x38730>.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/<06x38730>.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/<06x38730>.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](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 01 20 06 located on the Advertised Solicitation, Current Bid Opportunities webpage  
<http://www.state.nj.us/treasury/purchase/bid/summary/<06x38730>.shtml>

##### 4.4.2.2 SMALL BUSINESS SET-ASIDE CONTRACTS

Not applicable to this procurement.

#### 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/<06x38730>.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/<06x38730>.shtml>.

#### 4.4.4 SUBMITTALS

Not applicable to this procurement.

##### 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/<06x38730>.shtml>.

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

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

#### 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 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 for a period of ninety 90 days. Every effort will be made to award the contract prior to the time period set forth above.

The bidder must bid all five (5) price lines from the Price Sheet on the Advertised Solicitation, Current Bidding Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/.shtml> in order to be considered for an award. Failure to bid all five (5) price lines shall render a bidders bid proposal non-responsive.

#### 4.4.7 MANAGEMENT OVERVIEW

The bidder **shall** set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince the State that the bidder understands the objectives that the contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the contract. This narrative should convince the State that the bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFP tasks and subtasks are strongly discouraged, as they do not provide insight into the bidder's ability to complete the contract. The bidder's response to this section should be designed to convince the State that the bidder's detailed plans and approach proposed to complete the Scope of Work

are realistic, attainable and appropriate and that the bidder's bid proposal will lead to successful contract completion.

## **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/<06x38730>.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 three (3) years. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP:

<http://www.state.nj.us/treasury/purchase/bid/summary/<06x38730>.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 or less, 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 one hundred and twenty (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 Agency is** authorized to order and **the contractor is** authorized to provide only those services covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agency reveals 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

Not applicable to this procurement.

## 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/<06x38730>.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.

## 5.10 ADDITIONAL WORK AND/OR SPECIAL AUCTIONS

The contractor shall not begin performing any additional work or special projects without first obtaining written approval from both the State Contract Manager and the Director.

In the event of additional work and/or special projects, the contractor must present a written proposal to perform the additional work to the State Contract Manager. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the contractor in its proposal.

The contractor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written cost proposal must be based upon the hourly rates, unit costs or other cost elements submitted by the contractor in the contractor's original bid proposal submitted in response to this RFP. Whenever possible, the cost proposal should be a firm, fixed cost to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the contractor's written proposal, the State Contract Manager shall forward same to the Director for the Director's written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Contract Manager to the Director must all include all other required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget (OMB) and Office of Information and Technology (OIT).

No additional work and/or special project may commence without the Director's written approval. In the event, the contractor proceeds with additional work and/or special projects without the Director's written approval, it shall be at the contractor's sole risk. The State shall be under no obligation to pay for work done without the Director's written approval.

## **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.

**6.1.4** For evaluation purposes, bid proposals will be ranked according to the lowest cost total of all bid price lines. Price lines are located on the Price Sheet located on the Advertised Solicitation, Current Bid Opportunities webpage. <http://www.state.nj.us/treasury/purchase/bid/summary/06-X-38730.shtml>

**Bidders are required to bid all price lines.**

### **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](http://www.elec.state.nj.us).

## 7.2 FINAL CONTRACT AWARD

Contract award shall be made with reasonable promptness by written notice to that responsible bidder, whose bid proposal, conforming to this RFP, is 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.

An award shall be made to one primary vendor for all price lines. The award shall be based on the combined lowest cost total of all price lines on the price line price sheet. (See Section 6.1.4) For the purpose of this RFP, cost will be established by adding price lines 00001 and 00002 with the percentage price lines of lines 00003, 00004, and 00005. The percentage the bidder bids for lines 00003, 00004, and 00005 shall be multiplied by a predetermined multiplier taken from each of those individual price lines. This information will be made available in a MODEL at the bid opening.

### **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.