



New Jersey
Motor Vehicle Commission

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STATE OF NEW JERSEY

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Chairman and Chief Administrator

**Request for Quotation-RFQ
for
New Jersey Motor Vehicle Driver Manuals**

Date Issued: October 31, 2016

**Respondent's Electronic Question Due Date:
November 4, 2016 by 2:00 PM**

(Refer to RFQ Section 1.3.1 for more information.)

**Quotation Submission Date:
November 9, 2016 by 2:00 PM**

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1.1 Purpose and Intent

This Request for Quote (RFQ) is issued by the New Jersey Motor Vehicle Commission (NJ MVC, MVC) Division of Procurement on behalf of MVC Communications. The purpose of this RFQ is to solicit quotes for the printing and distribution of Driver Manuals for the New Jersey Motor Vehicle Commission. These manuals are distributed to the motoring public for the purpose of driver education.

The State of NJ Delegated Purchasing Authority Terms and Conditions shall apply to any contract award resulting from this RFQ and subsequent purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFQ and should be read in conjunction with them unless the RFQ specifically indicates otherwise.

1.2 Background

This RFQ is for a one time purchase of the Motor Vehicle Driver Manuals ("Manual"). The Manual is offered to MVC customers free of charge. It is also distributed to school superintendents around the State for use in education programs for new drivers.

1.3 Key Events

1.3.1 Electronic Question and Answer Period

The MVC Division of Procurement will electronically accept questions and inquiries from all potential Respondents electronically via email at Procurement@mvc.nj.gov

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

Respondents must not contact MVC Communications directly, in person, by telephone or by email, concerning this RFQ.

The cut-off date for electronic questions and inquiries relating to this RFQ is indicated on the cover sheet. Addenda to this RFQ, if any, will be posted on the Purchase Bureau website after the cut-off date.

1.3.2 Submission of Quote

In order to be considered for award, the Respondent quote must be received by the New Jersey Motor Vehicle Commission ("NJMVC", "MVC") at the appropriate location by the required time. **ANY QUOTATION NOT RECEIVED ON TIME WILL BE REJECTED. THE DATE AND TIME IS INDICATED ON THE COVER SHEET.**

Prices should be submitted on company letterhead for each of the price ranges listed.

The subject line of the email should have the following title: New Jersey Motor Vehicle Driver Manuals

1.3.3 Respondent Responsibility

The Respondent assumes sole responsibility for the complete effort required in submitting a quote in response to this RFQ. After quotations are opened, no special consideration will be given because of a Respondent's failure to be knowledgeable as to all of the requirements of this RFQ.

1.3.4 Cost Liability

The State assumes no responsibility and bears no liability for costs incurred by a Respondent in the preparation and submittal of a quotation in response to this RFQ.

1.3.5 Price Alteration in Hard Copy Proposals

Quoted 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 Respondent.

1.3.6 Quotation Errors

A respondent may request that its quote be withdrawn prior to the proposal submission opening. Such request must be made, in writing, to the MVC Procurement Director. If the request is granted, the Respondent may submit a revised quotation as long as the Respondent's quote is received prior to the announced date and time for submittal and at the place specified.

If, after the quote submittal opening but before contract award, a respondent discovers an error in its quotation, the Respondent may make a written request to the MVC Procurement Director for authorization to withdraw its quote from consideration for award. Evidence of the Respondent's good faith in making this request shall be used in making the determination. Factors considered will be: the mistake is so significant that to enforce the contract resulting from the Respondent's quote would be unconscionable; the mistake relates to a material feature of the contract; the mistake occurred notwithstanding the Respondent's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the quotation. Following the quote submittal opening and pursuant to the provisions of this section, the Respondent may request to withdraw its quote and the Director may, in her discretion allow that withdrawal.

All quote withdrawal requests must include the RFQ title and be sent to the following address:

Procurement@mvc.nj.gov

If during a quotation/proposal evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director or designee, and/or the MVC Procurement Director or designee, shall issue written notice to the Respondent. The Respondent will have five (5) days after receipt of the notice to confirm its pricing. If the Respondent fails to respond, its quote shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetical 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 Respondent's intention is not readily discernible from other parts of the proposal, the Director or designee, and/or MVC Procurement Director or designee, may seek clarification from the Respondent to ascertain the true intent of the proposal.

1.3.7 Proposal Acceptances and Rejections

The State maintains the right to waive minor irregularities or omissions in a quote/proposal and the right to reject all quotations if it is in the public interest.

2.0 Definitions

2.1 General Definitions

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

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

All-Inclusive Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

Amendment – A change in the scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Director, Division of Purchase and Property.

Respondent – An individual or business entity submitting a bid proposal in response to this RFQ.

Contract – This Request for Quote (“RFQ”), any addendum to this RFQ, and the Respondent’s proposal submitted in response to this RFQ, as accepted by the State.

Contractor – The Respondent awarded a contract resulting from this RFQ.

Director – Director, Division of Purchase and Property, Department of the Treasury (unless otherwise specified within this RFQ). By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Division – The Division of Purchase and Property

Firm Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by the State unless there is a change in the scope of work.

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, not mandatory.

Project – The undertaking or services that are the subject of this RFQ.

Request for Quote (“RFQ”) – This document that establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of the using Agencies as identified herein.

Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a Respondent’s quote or proposal as materially non-responsive.

Should – Denotes that which is recommended, not mandatory.

State Contract Manager – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work.

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

State – State of New Jersey.

Subcontractor – An entity having an arrangement with a State contractor, where the State contractor uses the products and/or services of that entity to fulfill some of its obligations under its State contract, while retaining full responsibility for the performance of all of its [the contractor’s] obligations under the contract, including payment to the subcontractor. The subcontractor has no legal relationship with the State, only with the contractor.

Task – A discrete unit of work to be performed.

Using Agency [ies] – The entity [ies] for which the Division has issued this RFQ and will enter into a contract.

2.2 Contract Specific Definitions

Post-Consumer Materials - a material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer materials are part of the broader category of recovered materials.

Recovered Materials - waste materials and byproducts that have been recovered or diverted from solid waste, but do not include materials and byproducts generated from, and commonly reused within, an original manufacturing process.

Materials in Solid Waste - materials found in the various components of the solid waste stream. General, solid waste has several components, such as municipal solid waste (MSW), construction and demolition debris (C&D),

and nonhazardous industrial waste. Under RCRA Section 6002, EPA considers materials recovered from any component of the solid waste stream when designating items containing recovered materials.

Recycling - the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of new products other than fuel for producing heat or power by combustion.

3.0 Scope of Work

3.1 Printing Specifications for the New Jersey Motor Vehicle New Jersey Driver Manual

Title: The New Jersey Driver Manual – English

Quantity: Provide a price per m (thousand) for the following ranges:

50,000 to 60,000.....Price Per M: _____

61,000 to 70,000.....Price Per M: _____

71,000 to 80,000.....Price Per M _____

81,000 to 90,000.....Price Per M _____

91,000 to 100,000.....Price Per M _____

Please note: pricing submitted shall be price per/m (“m” = one (1) thousand copies)

The quantity will be determined after bid submittal. The quantity will fall within one of the ranges listed above.

Trimmed Size: Five and one-quarter by seven and one-half (5 ¼” x 7 ½”)

Paper:
Cover – sixty-five pound (65lb.) - Casablanca recycled Cover or industry equivalent.
Pages – fifty-pound (50 lb.) – Casablanca text or industry equivalent.

Construction:
Driver Manual, English - Two-hundred-forty (240) maximum pages plus front and back cover.

Bindery:
Score hinge on cover and spine, book-fold, perfect bind.

3.1.1 Typography and Layout

Cover: four (4)-color, on front cover and inside front cover, disk supplied with high resolution images in place.
Cover Bleeds as per sample of previous manual.

Text: up to twelve (12) four (4)-color high-resolution images in place. Art using four (4) color process and black as spots colors and tints or screens, full bleeds throughout.

All registrations are critical.

3.2 Files

All files in English shall be furnished on PC formatted disks in Adobe InDesign 2.0 or higher with Adobe Photoshop 6.0 and Macromedia Freehand 6.0 or higher art files.

3.3 Proofs

A Blue line proof showing position and color proofs of the text pages and color proofs of four (4)-color pages must be submitted for approval. Proofs must be submitted five (5) days after receipt of furnished material.

3.4 Packing

Special cartons containing equal quantities airtight with no fillers and shall not exceed eighty (80) books or forty (40) pounds, whichever is less. Once the number of driver manuals for each carton is determined, all remaining cartons for the entire order must be the same dimensional size and contain the same amount of driver manuals. All cartons must be affixed with a label indicating the quantity per carton, the contractor name, the purchase order number, the form number and description.

All cartons must be palletized with a standard notched four-way entry, double face, flush type pallet, 40" wide by 48" deep by 4" high. All pallets must be secured with stretch wrap by the contractor prior to shipping and delivery. Overall height of a single, stretch-wrapped pallet of filled cartons, palletized and ready for shipment must not exceed 48" including pallet.

3.4.1 Bar Code

A bar code of three (3) of nine (9) must be on each carton to show quantity per carton.

3.5 Deliveries

All delivery costs must be included in the cost per M.

Deliveries will be accepted Monday through Friday (except State holidays defined below) between the hours of 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 4:00 p.m.

State holidays are defined as New Year's Day, Martin Luther King Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day and Christmas Day.

Delivery shall be made four (4) weeks after contractor receives approved proof from the MVC.

Deliveries shall be made to the New Jersey Motor Vehicle Commission located at 1600 North Olden Avenue, Ewing, New Jersey 08638

3.6 Contractor Responsibility

It shall be the responsibility of the contractor to obtain the preprint material and deliver the proofs to the New Jersey Motor Vehicle Commission, Communications Office, located at 225 E. State Street, PO Box 176, 9 West Trenton, New Jersey 08625.

The contractor shall be responsible to have available a computer graphics employee for consultation with the New Jersey Motor Vehicle Commission's graphic artist.

All materials shall be returned to the MVC in person no later than ten (10) days following completion of the order.

Failure to comply with any of the listed specifications may result in rejection of delivery or a deduction from the contractor's invoice price for the cost of repacking and or adjustment of any other deviation.

3.7 Recycled Paper

Recycled stock shall be required as per Executive Order #11, which follows the federal government's Executive Order 13101 and the Comprehensive Procurement Guidelines (CPG).

3.7.1 Recycling Certification

The contractor's signature on the signature page certifies that the material offered contains the minimum percentage of Post-Consumer Material content and total Recovered Materials content. The State reserves the right to request a manufacturer's certification confirming Post-Consumer Material content and total Recovered Materials content either prior to award or during the period of the contract.

3.8 Sample of Previous Manual

It shall be the sole responsibility of the contractor to obtain a sample of the New Jersey Driver Manual, which may be obtained from any NJ Motor Vehicle Agency location.

4.0 Method Of Providing Quotation

The Respondent must quote each price line in order to be considered for award. Failure to quote each price line may result with the quotation deemed non-responsive.

4.1 Forms that Must Be Submitted at time of award to the successful bidder:

The following required forms can be found at the New Jersey Department of the Treasury, Division of Purchase and Property, website. This RFQ provides the form website links.

The successful bidder will be required to submit required Delegated Purchase Authority (DPA) forms before a Purchase Order can be issued:

Ownership Disclosure Form
Disclosure of Investigations and Actions Involving Bidder Form
Disclosure of Investment Activities in Iran Form
Source Disclosure Certification Form
MacBride Principles Certification Form
Vendor Certification and Political Contribution Disclosure Form
Two Year Chapter 51 / Executive Order 117 Vendor Certification and Disclosure of Political Contributions Form
Affirmative Action Supplement Form
Delegated Purchasing Authority Terms and Conditions

http://www.state.nj.us/treasury/purchase/forms/DPA_Packet.pdf

4.2 Non-Collusion

By submitting a quotation, the Respondent certifies as follows:

- a. The price(s) and amount of its quotation have been arrived at independently and without consultation, communication or agreement with any other Contractor, Respondent or potential Respondent.
- b. Neither the price(s) nor the amount of its quotation and neither the approximate price(s) nor approximate amount of this quotation have been disclosed to any other firm or person who is a Respondent or potential Respondent, and they will not be disclosed before the quotation submission.
- c. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a quotation higher than this quotation, or to submit any intentionally high or noncompetitive quotation or other form of complementary quotation.
- d. The Respondent's quotation is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive quotation.
- e. The Respondent, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

4.3 New Jersey Business Ethics Guide Certification

The Treasurer has established a business ethics guide to be followed by State Contractors in their dealings with the State. The guide provides further information about compliance with Section 2.8 of the State of New Jersey Delegated Purchasing Authority Terms and Conditions.

The guide can be found at the following web link:

http://www.state.nj.us/treasury/purchase/ethics_guide.shtml

By signing the Agency RFQ Form, the Respondent is automatically certifying that it has read the guide, understands and complies with its provisions.

5.1 Precedence of Special Contractual Terms and Conditions

The contract awarded as a result of this RFQ shall consist of this RFQ, addenda to this RFQ, the Contractor's quotation, any best and final offer and the MVC's Notice of Award.

Unless specifically stated within this RFQ, the Special Contractual Terms and Conditions of the RFQ take precedence over the State of NJ Standard Terms and Conditions accompanying this RFQ.

In the event of a conflict between the provisions of this RFQ, including the Special Contractual Terms and Conditions and the State of NJ Delegated Purchasing Authority Terms and Conditions, and any addendum to this RFQ, as issued by the State, the addendum shall govern.

In the event of a conflict between the provisions of this RFQ, including any addendum to this RFQ, and the Respondent's quotation, the RFQ and/or the addendum shall govern.

5.2 Contractor Responsibilities

The Contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the Contractor. The Contractor shall have sole responsibility for all payments due any Subcontractor.

The Contractor is responsible for the professional quality, technical accuracy, timely completion and submission of all deliverables, services or commodities required under the contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. State and/or MVC approval of deliverables furnished under this contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the Contractor's performance of this contract.

5.3 Substitution or Addition of Subcontractor(s)

This Subsection serves to supplement but not to supersede Sections 3.1 of the State of NJ Delegated Purchasing Authority Terms and Conditions accompanying this RFQ.

The Contractor shall forward a written request to substitute or add a Subcontractor or to substitute its own staff for a Subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the Contractor's request to the Director for final approval. No substituted or additional Subcontractors are authorized to begin work until the Contractor has received written approval from the State Contract Manager.

If it becomes necessary for the Contractor to substitute a Subcontractor, add a Subcontractor or substitute its own staff for a Subcontractor, the Contractor will identify the proposed new Subcontractor or staff member(s) and the work to be performed. The Contractor must provide detailed justification documenting the necessity for the substitution or addition.

The Contractor must provide detailed resumes of its proposed replacement staff or of the proposed Subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work the Subcontractor is to undertake.

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the Contractor in its quotation.

6.1 MVC'S Right To Request Further Information

The MVC reserves the right to request all information which may facilitate the State's ability to make a contract award, including any factors necessary to evaluate the Respondent's financial capabilities and ability to perform the contract requirements. Further, the MVC reserves the right to request a Respondent to explain, in detail, how its price quotation was determined.

6.2 Evaluation Criteria

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate quotations received in response to this RFQ. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process:

6.2.1 Technical Evaluation Criteria

- a. Personnel: The qualifications and experience of the Respondent's management, supervisory, and key personnel assigned to the contract, including the candidates recommended for each of the positions/roles required.
- b. Experience of firm: The Respondent's documented experience in successfully completing contracts of a similar size and scope in relation to the work required by this RFQ.
- c. Ability of firm to complete the Scope of Work based on its Technical Proposal: The Respondent's demonstration in the quotation that the Respondent understands the requirements of the Scope of Work and presents an approach that would permit successful performance of the technical requirements of the contract.

6.2.2 Quotation Discrepancies

In evaluating quotations, discrepancies between words and figures will be resolved in favor of words.

Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices.

Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices.

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

6.2.3 Evaluation of the Quotations/Proposals

All Quotations/Proposals will be evaluated based on the Respondents' ability to meet all of the mandatory requirements within this RFQ.

Respondents must adhere to the following Section 2.1 General Definitions as specified on page 3 of this RFQ when preparing its quotation:

Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory material requirement will result in the rejection of a quotation/proposal as non-responsive.

Should – Denotes that which is recommended, not mandatory.

6.3 Negotiation and Best and Final Offer (BAFO)

After evaluating quotations, the MVC may enter into negotiations with one Respondent or multiple Respondents. The primary purpose of negotiations is to maximize the State's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one Respondent or multiple Respondents. Negotiations will be structured by the Division and/or MVC to safeguard information and ensure that all Respondents are treated fairly.

Similarly, the Division and/or MVC may invite one Respondent or multiple Respondents to submit a best and final offer (BAFO). Said invitation will establish the time and place for submission of the BAFO. Any BAFO that is not equal to or lower in price than the pricing offered in the Respondent's original quotation will be rejected as non-responsive and the State will revert to consideration and evaluation of the Respondent's original pricing.

The Respondent is advised to submit its best technical and price quotation in its response to this RFQ as the State may after evaluation make a contract award based on the content of the Respondent's initial submission, without further BAFO and/or negotiation...

6.4 Complaints

A Respondent with a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to Section 5.7.b of the State of NJ Standard Terms and Conditions accompanying this RFQ may be bypassed for an award issued as a result of this RFQ.

7.1 Final Contract Award

Contract award shall be made with reasonable promptness by written notice to that responsible Respondent whose quotation, conforming to this RFQ, is most advantageous to the MVC, price and other factors considered. Any or all quotations may be rejected when the State Treasurer or the MVC determines that it is in the public interest to do so.

Bidders are reminded that the State of New Jersey is in the process of converting to a new procurement system. Vendors are required to register for NJSTART to do business with the State. Go to the following link for details:

<https://www.njstart.gov/bsol/>

Notice to the Vendor Community:

N.J.S.A. 52:32-33.1. State contractors encouraged to disseminate information relative to organ donation.

“.....all business concerns awarded contracts with the State, as defined in section 2 of P.L.1987, c.184 (C.52:32-33) (are encouraged) to notify their employees, through information and materials or through an organ and tissue awareness program, of organ donation options. The information provided to employees shall be prepared in collaboration with the organ procurement organizations designated pursuant to 42 U.S.C.s.1320b-8 to serve in this State.”