



New Jersey Motor Vehicle Commission

P.O. Box 160
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STATE OF NEW JERSEY

Chris Christie
Governor

Kim Guadagno
Lt. Governor

Raymond P. Martinez
Chairman and Chief Administrator

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

Date Issued: January 18, 2017

**Respondent's Electronic Question Due Date:
January 19, 2017 by 2:00 PM**

(Refer to RFQ Section 1.3.1 for more information.)

**Quotation Submission Date:
January 23, 2017 by 4:30 PM**

1.0 Information for Respondents

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 intent of this RFQ is to award a single, one-time Purchase Order to that responsible Respondent whose quotation / proposal, conforming to this RFQ is most advantageous to the Motor Vehicle Commission (MVC), price and other factors considered. The MVC, however, reserves the right to separately procure and purchase individual requirements which are the subject of this contract during the contract term, when deemed by the Director to be in the MVC's and/or State's best interest.

The State of NJ Waiver 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.

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1.2 Background

This RFQ is a single, one-time procurement 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. MVC prints roughly 400,000 (three hundred and sixty thousand) copies of the Manual every year within the spring months. The majority of the Manuals are then distributed to school districts during the summer, and the remaining Manuals are sent to MVC's 39 agencies Statewide.

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 emailed.

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, :**

The subject line of the email response 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

Evaluation Committee – A committee established by the Director to review and evaluate bid proposals submitted in response to this RFQ and to recommend a contract award to the Director.

Firm Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative)

support, all documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by the State unless there is a change in the scope of work.

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, as set forth in Section 3.0 of this RFQ.

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

Form No.: MVC – Misc.

Title: The New Jersey Driver Manual – English

Quantity: Driver Manual - quantity ranges shall be as follows:

300,000-310,000.....Price Per M \$ _____

330,000-340,000.....Price Per M \$ _____

371,000-380,000.....Price Per M \$ _____

381,000-390,000.....Price Per M \$ _____

391,000-400,000.....Price Per M \$ _____

401,000-410,000.....Price Per M \$ _____

Please note: Pricing submitted shall be price per/m (“m” = one (1) thousand copies).
Pricing should be submitted via e-mail on company letterhead.
A quantity within one of the above brackets will be chosen upon award.

Please note: Under run quantities (“under run”, “under runs”), less than the quantity specified are unacceptable.
Over run quantities (“over run”, “over runs”) greater than the quantity specified which exceed five percent (5%) are subject to forms control approval.

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

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

Construction: 240 pages plus cover
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.

A sample may be viewed by going to any Motor Vehicle Agency throughout the State.

3.3 Proofs

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

The NJMVC must approve all proofs and printed signatures on any run.

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

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-Warehouse located at 1600 North Olden Avenue, Ewing, New Jersey 08638. Loading. Loading dock is available.

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 must 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 Pertinent Notes

3.8.1 Order quantities may be ordered by MVC or delivered by the contractor in commercially reasonable quantities greater than or less than the quantities listed within RFQ Section 3.0 SCOPE OF WORK; Sub-section 3.1 Printing Specifications for the New Jersey Motor Vehicle New Jersey Driver Manual. Order quantity is anticipated to be approximately four hundred thousand (400,000) manuals resulting from this RFQ. Prices for additional Manuals ordered by the MVC and printed by the contractor at time of order shall be pro-rated at the unit price closest to the ordered quantity per thousand (per "m"). **Important Note:** "m" = one (1) thousand Manuals (1000 copies), The contractor is advised that under runs are unacceptable and over runs exceeding five percent (5%) are subject to approval by the MVC forms control unit.

3.8.2 A list of equipment to be used to complete this project should be submitted with the proposal or made available within five (5) days of request by the Purchase Bureau or the MVC.

3.8.3 The contractor shall be responsible for all pick-ups and deliveries of proofs, samples and final printing.

3.8.4 The contractor may be required to make minor changes ordered by the end user, which may include, but are not limited to, type of paper stock, additional ink colors and AA's. The NJ Motor Vehicle Commission will review contractor requested price increases with the Purchase Bureau printing unit for approval. Approval of price increases will not be unreasonably withheld if determined by the Purchase Bureau and MVC to be commercially reasonable and appropriate to current market conditions.

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 General

Quotations/proposals including supplemental terms and conditions may be accepted by the State, however Respondent's supplemental terms or conditions conflicting with those contained in this RFQ or within the State's NJ Delegated Purchasing Authority Terms and Conditions may require amendment by addenda at the sole discretion of the State. Respondent's supplemental terms or conditions that diminish the State's rights under any contract resulting from the RFQ will be considered null and void by the State without Responder recourse. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. In the event that prior to notice of intent to award, the MVC notifies the Respondent of any such term or condition and the conflict it poses, the MVC may require the Respondent to either withdraw it or withdraw its quotation. After award of contract:

a) if a conflict arises between a supplemental term or condition included in the quotation and a term or condition of the Delegated Purchasing Authority Terms and Conditions, the term or condition of the Delegated Purchasing Authority Terms and Conditions will prevail; and

b) if the result of the application of a supplemental term or condition included in the quotation would diminish the State's rights, the supplemental term or condition will be considered null and void.

In order to be considered, a quotation must arrive at the MVC Procurement Division in accordance with the instructions on the RFQ Agency Request for Quotation form.

Respondents are cautioned to allow adequate delivery time to ensure timely delivery of quotations. Late quotations/proposals are ineligible for consideration.

Quotation/proposal responses received after the RFQ submission due date specified on page 1 of this RFQ will be deemed non-responsive.

4.2 Forms required of the successful bidder before a Purchase Order can be issued.

<http://www.state.nj.us/treasury/purchase/forms/WaiveredServicesPacket.pdf>

4.3.1 Agency Request For Quotation response

Should be submitted on company letterhead as an attachment to an e-mail.

4.3.2 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.

4.4 Billing

Invoicing by Contractor and payments by MVC will be governed by the terms and conditions defined within the existing contract.

- a. All invoices should reflect actual work completed by payment date.
- b. All invoices must be approved for payment by the State Contract Manager

4.5 Payment

Payment for services will be made in accordance with the New Jersey Prompt Payment Act (P.L.1987, c. 184)

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 Ownership Of Material

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analysis, graphic representations, software computer programs with accompanying documentation and print-outs, notes, memoranda, written procedures and documents, regardless of the state of completion, prepared for or resulting from services required under this contract shall become and remain the property of the State of New Jersey and shall be delivered to the State upon thirty (30) days' notice by the State. With respect to software computer programs and/or source codes developed for the State, except those modifications or adaptations made to Respondent or Contractor's Background IP as defined below, all work shall be considered "work for hire", i.e., the State, not the Contractor or Subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the

extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Contract, Contractor or Subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the Respondent anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the Respondent's quotation. Otherwise, the language in the first paragraph of this section prevails. If the Respondent identifies such intellectual property ("Background IP") in its quotation, then the Background IP owned by the Respondent on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the Respondent. Upon contract award, the Respondent or Contractor shall grant the State a nonexclusive, perpetual royalty free license to use any of the Respondent/Contractor's Background IP delivered to the State for the purposes contemplated by the contract.

5.2 Security And Confidentiality

5.2.1 Data Confidentiality

All financial, statistical, personnel, customer and/or technical data supplied by the State to the Contractor are confidential (State Confidential Information). The Contractor must secure all data from manipulation, sabotage, theft or breach of confidentiality. The Contractor is prohibited from releasing any financial, statistical, personnel, customer and/or technical data supplied by the State that is deemed confidential. Any use, sale, or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of this Contract and may result in Contract termination and the Contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

The Contractor shall assume total financial liability incurred by the Contractor associated with any breach of confidentiality.

When requested, the Contractor and all project staff including its subcontractor(s) must complete and sign confidentiality and non-disclosure agreements provided by the State. The Contractor may be required to view yearly security awareness and confidentiality training modules provided by the State. Where required, it shall be the Contractor's responsibility to ensure that any new staff sign the confidentiality agreement and complete the security awareness and confidentiality training modules within one month of the employees' start date.

The State reserves the right to obtain, or require the Contractor to obtain, criminal history background checks from the New Jersey State Police for all Contractor and project staff (to protect the State of New Jersey from losses resulting from Contractor employee theft, fraud or dishonesty). If the State exercises this right, the results of the background check(s) must be made available to the State for consideration before the employee is assigned to work on the State's project. Prospective employees with positive criminal backgrounds for cyber-crimes will not be approved to work on State Projects. Refer to the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-12, An Introduction to Computer Security: The NIST Handbook, Section 10.1.3, Filling the Position – Screening and Selecting.

5.2.1.1 Contractor's Confidential Information

a) The obligations of the State under this provision are subject to the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq., the New Jersey common law right to know, and any other lawful document request or subpoena.

b) By virtue of this contract, the parties may have access to information that is confidential to one another. The parties agree to disclose to each other only information that is required for the performance of their obligations under this contract. Contractor's Confidential Information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure and anything identified in Contractor's quotations Background IP ("Contractor Confidential Information"). Notwithstanding the previous sentence, the terms and pricing of this contract are subject to disclosure under OPRA, the common law right to know, and any other lawful document request or subpoena.

c) A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully

disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

d) The State agrees to hold Contractor's Confidential Information in confidence, using at least the same degree of care used to protect its own Confidential Information.

e) In the event that the State receives a request for Contractor Confidential Information related to this contract pursuant to a court order, subpoena, or other operation of law, the State agrees, if permitted by law, to provide Contractor with as much notice, in writing, as is reasonably practicable and the State's intended response to such order of law. Contractor shall take any action it deems appropriate to protect its documents and/or information.

f) In addition, in the event Contractor receives a request for State Confidential Information pursuant to a court order, subpoena, or other operation of law, Contractor shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable and Contractor's intended response to such order of law. The State shall take any action it deems appropriate to protect its documents and/or information.

5.3 News Releases

The Contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the MVC and New Jersey Department of Treasury, Division of Purchase and Property (DPP).

5.4 Advertising

The Contractor shall not use the MVC, or the State's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the MVC and New Jersey Department of Treasury, Division of Purchase and Property (DPP).

5.5 Claims and Remedies

5.5.1

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

5.5.2 Remedies

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

5.5.3 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 of NJ Standard Terms and Conditions, 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 as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

5.6 Late Delivery

The Contractor must immediately advise the State Contract Manager of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain.

6.0 Quotation Evaluation

6.1 Right To Waive

The MVC reserves the right to waive minor irregularities. The MVC also reserves the right to waive a requirement if:

- (1) the requirement is not mandated by law;
- (2) all of the otherwise responsive quotations failed to meet the requirement; and
- (3) in the sole discretion of the MVC, the failure to comply with the requirement does not materially affect the procurement or the MVC's interests associated with the procurement.

6.2 MVC's Right of Final Quotation Acceptance

The MVC reserves the right to reject any or all quotations, or to award in whole or in part if deemed to be in the best interest of the MVC to do so. The MVC shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions consistent with N.J.S.A. 52:34-12. Tie quotations will be awarded by the MVC consistent with N.J.A.C.17:12-2.10.

6.3 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.

6.4 Oral Presentation and/or Clarification Of Quotation

After the submission of quotations, unless requested by the State Contract Manager, vendor contact with the MVC and Communications is still not permitted.

After the quotations are reviewed, one, some or all of the Respondents may be asked to clarify certain aspects of their quotations. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies or material omissions or revise or modify a quotation except to the extent that correction of apparent clerical mistakes results in a modification.

The Respondent may be required to give an oral presentation to the MVC concerning its quotation. Respondents may not attend the oral presentations of their competitors.

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

6.5.1 Respondent's Price Schedule

For evaluation purposes, Respondents will be ranked according to the total quotation price located on the Price Sheet/Schedule accompanying this RFQ.

6.5.2 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.

6.6 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...

All contacts, records of initial evaluations, any correspondence with Respondents related to any request for clarification, negotiation or BAFO, any revised technical and/or price quotations, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a contract is issued.