



# Request for Proposal 06-X-38062

## For: Sheeting, Reflectorized: License Plates for DOC, State Use Industries & MVC

Event	Date	Time
<b>Bidder's Electronic Question Due Date</b> (Refer to <a href="#">RFP Section 1.3.1</a> for more information.)	01/09/2006	5:00 PM
<b>Mandatory Pre-bid Conference</b>	Not applicable	
<b>Mandatory Site Visit</b> (Refer to <a href="#">RFP Section 1.3.2</a> for more information.)	01/09/2006	10:30 AM
<b>Bid Submission Due Date</b> (Refer to <a href="#">RFP Section 1.3.3</a> for more information.)	01/24/2006	02:00 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>Set-Aside Small Business</b>	<input checked="" type="checkbox"/> <b>Status</b>	<b>Category</b>	
	<input type="checkbox"/> Not Applicable		<input type="checkbox"/> <b>I</b>
	<input type="checkbox"/> Entire Contract		<input type="checkbox"/> <b>II</b>
	<input type="checkbox"/> Partial Contract		<input type="checkbox"/> <b>III</b>
	<input type="checkbox"/> Sub Contracting Only		

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

Using Agencies  
DOC/ State Use Industries  
NJ Motor Vehicle Commission  
State of New Jersey

Date: December 2, 2005

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## **1.0 INFORMATION FOR BIDDERS**

### **1.1 PURPOSE AND INTENT**

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of Department of Corrections, Bureau of State Use Industries. The purpose of this RFP is to solicit bid proposals for Reflective Sheeting used in the manufacturing of License Plates.

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 & Conditions will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

### **1.2 BACKGROUND**

This is a reprocurement of the Reflective Sheeting License Plates term contract, presently due to expire on January 31, 2006. Bidders who are interested in the current contract specifications and pricing information may review the current contract T-1119 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 MANDATORY SITE VISIT**

A Mandatory Site Visit has been scheduled for this procurement on the date and time indicated on the cover sheet. The location of the Mandatory Site Visit will be as follows:

Bayside State Prison, Auto Tag Shop, Route 47, Leesburg, NJ at 10:30 AM

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

NO QUESTIONS OR INQUIRIES WILL BE ACCEPTED OR ANSWERED DURING THE MANDATORY SITE VISIT. ALL QUESTIONS ARE TO BE HELD AND SUBMITTED IN ACCORDANCE WITH RFP SECTION 1.3.1.

### 1.3.3 SUBMISSION OF BID PROPOSAL

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

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

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

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

## **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**

**Reflective Sheeting Contractor:** The contractor who will be awarded a contract for "ONLY" REFLECTIVE SHEETING, THINNER, INKS, CLEAR COATS, AND SUPPORT SERVICES, without equipment (Price Lines 23-42).

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

#### **3.1 GENERAL SPECIFICATIONS**

3.1.1 This RFP shall cover the equipment, materials, process, performance characteristics, quality, testing of plain and pre-printed reflective sheeting and support services necessary to produce finished license plates.

3.1.2 Description: The reflective license plate shall consist of pre clear reflective sheeting laminated to a specified metal substrate which is then embossed and message roll-coated by the license plate manufacturer. When aluminum substrate is used, it will typically be 3105 H-12 (or approved equal), non-chromate conversion coated and between example 0.028" plus/minus .002" thick coil.

3.1.3 The reflective sheeting shall consist of lens elements enclosed within a transparent resin and shall have a pre-coated pressure sensitive adhesive backing protected by a removable liner. The clear-coat shall protect the preprinted design on the reflective sheeting and shall insure reliable long-term durability when finished according to the sheeting manufacturer's recommendations.

3.1.4 The reflective sheeting, when applied to the license plate substrate and blanked to finished size, shall contain identifying mark(s) for material lot traceability purposes. The identification shall not detract from the aesthetic appearance of the license plate. The contractor lot identifying marking method shall be submitted for State approval in advance of the commencement of initial production.

3.1.5 Preprinted reflective sheeting shall conform to the design, colors and sheeting type as approved by the State and the reflective sheeting manufacturer.

3.1.6 The specifications contained herein shall apply to all standard size plate classifications and are inclusive of all special category plates issued by the State for which reflective material is requested.

3.1.7 All materials referred to in this RFP shall meet all requirements, as specified hereinafter, before and after exposure in an Atlas Type E Weather -0- Meter utilizing an 18-102 cyclic gear (18 minutes of sunshine and rain and 102 minutes of sunshine). Exposure period shall be 1200 hours (50 days).

3.1.8 Bidder(s) will be required to match existing designs as referenced in this RFP. Samples are available for inspection by contacting Mr. Joseph Szalecki, State Use Industries at (609)633-8100, ext. 2448 (Telephone) or (609) 633-2495 (Fax).

3.1.9 If any reflective sheeting, ink or coating fails to meet specifications, or causes a throughput disruption to the normal processing of license plates as shown in Attachment 1, DEPTCOR equipment performance data sheet, the Using Agency reserves the right to purchase all sheeting, ink and coating covered by the order from an alternate source, with the defaulting contractor reimbursing the State for any cost differential.

#### **3.1.10 SPECIFIC LENGTHS OF LICENSE PLATES:**

6.125 + 0.030" per standard license plate  
4 125 + 0.030" per motorcycle license plate

#### **3.1.11 CERTIFICATION**

The bidder must certify that its product will be compatible with the equipment and facilities in the DEPTCOR Auto Tag Shop and will be able to maintain the throughput blanking rates shown in the attached DEPTCOR overview of license plate equipment performance data sheet attached. Bidders failure to sign and comply with this certification will result in the rejection of its bid proposal. (Attachment A – Ownership and Certification of License Plate Equipment, Material and Process Utilizing Vinyl Reflective Sheeting)

### 3.1.12 CONTRACT AMOUNTS/QUANTITIES

The total estimated annual usage for the standard passenger reflective sheeting, as well as specialty, multicolored sheeting is identified below. However, the State of New Jersey shall not be bound to any minimum or maximum orders, during the term of the contract.

<b><i>TOTAL ESTIMATE</i></b>	
<b>Two Color, Standard Passenger, "Garden State"</b>	<i>1,240,000 SQ. FT.</i>
<b>Two Color, Vehicular, "Plain"</b>	<i>150,000 SQ. FT.</i>
<b>Two Color, Motorcycle</b>	<i>7,000 SQ. FT.</i>
<b>Two Color, Specialty</b>	<i>10,000 SQ. FT.</i>
<b>Three Color, Specialty</b>	<i>10,000 SQ. FT.</i>
<b>Four Color, Specialty, Equivalent To Existing Plates "Wildlife"; "Shore To Please"; "Animal Friend"; "Conquer Cancer"; "Battleship New Jersey"</b>	<i>70,000 SQ. FT.</i>
<b>Five Color, Specialty, Equivalent To Existing Plate "Discover NJ History"</b>	<i>10,000 SQ. FT.</i>
<b>Six color, Specialty, Equivalent To Existing Plate "Olympic Spirit; Pinelands"</b>	<i>14,000 SQ. FT.</i>
<b>Seven Color, Specialty, Equivalent To Existing Plate "Bayman's Heritage"; "Liberty State Park"</b>	<i>10,000 SQ. FT.</i>
<b>Eight Color, Specialty</b>	<i>10,000 SQ. FT.</i>
<b>Nine Color, Specialty</b>	<i>10,000 SQ. FT.</i>

3.1.12.1 Currently, the contractor is providing standard passenger reflective sheeting, as well as specialty, multicolored sheeting and supplies and is supplying the stretch and registry equipment on a no cost loan basis.

### 3.2 PERFORMANCE STANDARDS - LICENSE PLATE SHEETING

#### 3.2.1 DIFFUSE DAYTIME COLOR

3.2.1.1 Through instrumental color testing, the diffuse daytime color of the plate's white reflective background, before clear coating, shall conform to the requirements stated below in Table 1 (Section 3.2.1.5) for white and shall be measured using a tristimulus colorimeter with 45 degree illumination and 0 degree viewing geometry and standard illuminant C in accordance with the CIE standard observer and coordinate system as described in ASTM E-308. Geometric characteristics shall be confined to illumination incident within 10 degrees of, and centered about, a direction of 45 degrees from the perpendicular to the test surface; viewing shall be within 15 degrees of, and centered about, the perpendicular to the test surface. Conditions of illumination and observation shall not be interchanged.

3.2.1.2 The standards for calibrating the test apparatus shall be the Munsell papers designated in Table 1 (Section 3.2.1.5). They must be recently calibrated on a spectrophotometer.

3.2.1.3 Suitable colorimeters for testing include: A) the Gardner multipurpose reflectometer (Model XI20 and XI23) color and color difference meter, B) Gardner Models AC-2A or XI30 color difference meter, C) the Meeco Model V colormaster, D) the Labscan II, or E) an approved alternate.

3.2.1.4 Munsell papers with calibration values assigned are available from Munsell, 241 N. Calvert St., Baltimore, MD 21218.

#### 3.2.1.5 TABLE I

<b>Color Specification Limits And Reference Standards</b>					
<b>COLOR</b>	<b>CHROMATICITY</b>		<b>% REFLECTANCE</b>	<b>REF. STANDARDS</b>	
	X	Y	Y	MUNSELL PAPERS	
<b>1. White</b>	<b>.303</b>	<b>.287</b>	<i>44 Minutes</i>	6.3GY	6.77 / .8
	<b>.368</b>	<b>.353</b>			
	<b>.340</b>	<b>.380</b>			
	<b>.274</b>	<b>.316</b>			
<b>2. Yellow</b>	<b>.498</b>	<b>.412</b>	<i>28-38 - Minutes</i>	1.25Y	6/12
	<b>.557</b>	<b>.442</b>			
	<b>.479</b>	<b>.520</b>			
	<b>.438</b>	<b>.472</b>			
<b>3. Lemon Yellow</b>	<b>.370</b>	<b>.460</b>	<i>37 - 47 Minutes</i>	7.5Y	7/12
	<b>.420</b>	<b>.520</b>			
	<b>.470</b>	<b>.460</b>			
	<b>.420</b>	<b>.400</b>			

<b>4. Orange</b>	<b>.505</b>	<b>.354</b>	<i>14 - 24 Minutes</i>	<i>10R</i>	<i>5/14</i>
	<b>.600</b>	<b>.360</b>			
	<b>.550</b>	<b>.412</b>			
	<b>.478</b>	<b>.385</b>			
<b>5. Blue</b>	<b>.181</b>	<b>.069</b>	<i>11 - 20 Minutes</i>	<i>7.5B</i>	<i>4/10</i>
	<b>.270</b>	<b>.220</b>			
	<b>.230</b>	<b>.250</b>			
	<b>.103</b>	<b>.246</b>			
<b>6. Green</b>	<b>.210</b>	<b>.275</b>	<i>15 - 25 Minutes</i>	<i>2.5BG</i>	<i>5/10</i>
	<b>.280</b>	<b>.385</b>			
	<b>.180</b>	<b>.520</b>			
	<b>.080</b>	<b>.310</b>			
<b>7. Red</b>	<b>.613</b>	<b>.297</b>	<i>5 - 10 Minutes</i>	<i>6.8R</i>	<i>3.56 / 14.6</i>
	<b>.708</b>	<b>.292</b>			
	<b>.636</b>	<b>.364</b>			
	<b>.558</b>	<b>.352</b>			

Measurements should be taken as close to the upper bolt holes as possible, between the bolt hole and the "Y" in Jersey or the bolt hole and the "N" in New.

### 3.2.2 ADHESIVE AND PROTECTIVE LINER

The pre-coated adhesive shall form a durable bond to flat metal license plate surfaces recommended by the reflective sheeting manufacturer.

The protective liner attached to the adhesive shall be removable by peeling without soaking in water or other solvents and shall be easily removed after accelerated storage for four hours at 150 degrees Fahrenheit (66 degrees Centigrade) under weight of 2.5 lbs. per square inch (1.14 KG per 6.45 SQ. CM).

### 3.2.3 FLEXIBILITY - EMBOSSING

The reflective sheeting, applied to flat metal according to the recommendations of the reflective sheeting manufacturer, shall conform to the minimum/maximum tolerances for embossing and/or de-bossing dies as used by the State's manufacturing facility. (Typically, when 3105 H-12 aluminum substrate is embossed, the embossing range is 0.070" to 0.085" in depth).

### 3.2.4 ROLL-COATING

The reflective sheeting shall be readily roll-coated and compatible with transparent and opaque colors as provided by the sheeting manufacturer.

## 3.3 PERFORMANCE STANDARDS - FINISHED LICENSE PLATES

### 3.3.1 PROTECTIVE CLEAR COAT

To protect and seal, the sheeting must include a pre-applied transparent protective cover applied in accordance with the recommendations of the sheeting manufacturer.

### 3.3.2 WARRANTY PROVISIONS

3.3.2.1 For warranty purposes, sheeting and finished plates shall be easily traced to the specific manufacturer's production run numbers from which the material originated. If at any time during the specified performance life of the reflective material provided, a one half of one percent sample of clean, rear plates produced from a given production run (identified by lot identifying marks) reveals that thirty (30) percent or more of that sample is found to be defective in visual or brightness performance requirements as defined herein, the contractor shall be responsible for replacement of all plates manufactured from that specific lot of material.

3.3.2.2 The contractor shall be responsible for all replacement costs associated with a specific lot; a maximum liability assessment of \$5.00 per plate will be invoked for failed plates associated with a specific lot. Reimbursement to the State shall be in dollars and/or materials equal to the assessed damage, at the State's discretion.

3.3.2.3 To assure easy identification on standard 6" x 12" plates, the lot identifying marks shall be of a design and size mutually agreed upon by the State and sheeting manufacturer. The manufacturer may vary the number, design and placement of the mark(s), if available, for motorcycle or smaller license plate sizes.

3.3.2.4 The lot identifying marks, so as not to interfere or detract from the plate design or aesthetics, shall be verifiable on a license plate once properly affixed to the vehicle's designated mounting area.

3.3.2.5 To assure on-vehicle traceability and warranty enforcement, lot identifying marks shall be verifiable under both ambient light and by retroreflected light at night. The lot identifying marks shall not alter sheeting colors or reduce sheeting brightness below specified levels.

### 3.3.3 RETROREFLECTIVE CHARACTERISTICS

The coefficient of retroreflection shall be measured on flat, clean finished license plate test panels and shall have the following minimum values at 0.2 degrees observation angle, expressed as candlepower per foot-candle per square foot (candelas per lux per square meter) of material. Measurements shall be conducted in accordance with ASTM E-810, "Standard Test Method for Coefficient of Retroreflection Sheeting":

<b>COLOR</b>	<b>ENTRANCE - 4 DEGREES</b>	<b>ANGLE 40 DEGREES</b>
White	50	16
<b>Yellow</b>	<b>25</b>	<b>10</b>
Orange	25	10
<b>Lemon - Yellow</b>	<b>25</b>	<b>10</b>
Goldfinch Yellow	25	10
<b>Green</b>	<b>18</b>	<b>7</b>
Blue	18	7
<b>Red</b>	<b>9</b>	<b>3</b>

Note: If pastel coated background colors are required, the initial reflectance values shall be at least 75% of the values applied to standard white sheeting.

### 3.3.4 RAINFALL PERFORMANCE

The coefficient of retroreflection of the same finished license plate test panels, measured on the same flat area of the test panels, totally wet by rain shall not be less than 90 percent of the values specified above. Wet performance measurements shall be conducted at 0.2 degree observation and -4 degree entrance angles in accordance with ASTM E-810 and using the test set-up described in Section 7.10.1 of AASHTO M 268.

#### 3.3.4.1 SALT SPRAY TEST

Embossed license plates subjected to salt spray corrosion testing in accordance with ASTM-B-117-97 at 95 degrees F. for 14 days (336) hours shall show no evidence of failure attributable to the sheeting material.

#### 3.3.5 COLOR

The reflective background of the license plate including any preprinted design shall be similar in daytime color when under illumination at night.

#### 3.3.6 CLEANABILITY

3.3.6.1 Finished license plates, manufactured in accordance with the recommendations of the reflective sheeting manufacturer, shall be easily cleansed of normal dirt accumulation by washing with water and mild detergent.

3.3.6.2 A test panel shall be sprayed with water-suspended soils collected from the underside of vehicle fenders, mixed with water in the proportion of five pounds (2.27 kg) of soil to one gallon (3.78 liters) of water, and poured through a paint strainer.

3.3.6.3 The mixture shall then be sprayed onto the panel while particles are in suspension. After the panel is thoroughly dry, it shall be cleaned by washing with a mixture of water and mild detergent, rinsed with clean water and wiped dry for examination. The panel shall show no appreciable difference when compared to a new clean panel.

#### 3.3.7 SOLVENT RESISTANCE

3.3.7.1 License plates finished according to the manufacturer's recommendations shall be sufficiently solvent resistant to permit cleaning with VM&P naphtha, mineral spirits, turpentine or other solvents commonly used on vehicle finishes. Rinsed and dried, the plate surface shall show no appreciable change following cleaning.

3.3.7.2 As a performance measurement, the finished license plate test panel shall be immersed for one minute in a test fuel (ASTM D471 Reference Fuel B). After removal, the test panel shall not show any visible change which would reduce its effective performance.

#### 3.3.8 TEMPORARY WATER REPELLENT SURFACE COATING

To check for temporary water repellent surface coatings, a test panel shall be exposed for 150 hours to twin arc weathering per ASTM G153 Type E. Following exposure, the panel shall be washed in a 5% HCL solution for 45 seconds, rinsed thoroughly with water, dried with a soft clean cloth, and brought to equilibrium at 72 degrees F plus or minus 5 degrees and 50% plus or minus 5% R.H. The panel shall then be measured for coefficient of retroreflection and shall maintain not less than 90% of the specified dry and wet minimum values in II. B.3 and 4. The panel shall show no appreciable discoloration,

cracking, crazing, blistering, lifting or dimensional change. The surface shall continue to be essentially smooth and provide a compatible surface for direct application of validation stickers with pressure sensitive adhesive.

### 3.3.9 PERFORMANCE LIFE

Reflective sheeting applied and processed into finished license plates according to the sheeting manufacturer's instructions shall be considered to perform effectively for the service life specified (excluding those plates showing mechanical damage) if:

A. The plates show no fading, cracking, blistering, de-lamination of sheeting or clear coat, or peeling which will significantly impair the intended visibility or legibility of the plate.

B. The clean rear plate retains at least 5 candlepower per foot candle plate (0.46 candelas per lux per plate) for the length of the intended issue that is being solicited in this RFP. White reflective material shall have a performance life of 5 years.

Measurements shall be conducted at 0.2 degree observation angle and -4 degree entrance angle. Coefficient of luminous intensity shall be measured using the test method outlined in ASTM E-810 except that the coefficient luminous intensity shall be determined in accordance with ASTM E-808 para. 4.2.1 and ASTM E-809 para. 12.1.1.

## 3.4 TEST PANELS AND QUALITY CONFORMANCE

### 3.4.1 TEST PANELS

3.4.1.1 The approximate size of the text panel is 6" x 12" (15.2cm x 30.5cm), and must be provided for testing and evaluation within ten (10) calendar days if required by the State, and shall be produced of the same materials, on the same equipment and by the same general processes of metal cleaning, laminating, embossing or de-bossing, roll coating as the production plates, in accordance with the sheeting manufacturer's recommendations.

3.4.1.2 Special test panels for photometric testing shall be produced as above, except that they shall not be embossed (or de-bossed) and they shall not be roll coated. The test panels shall be clear coated as specified.

3.4.1.3 All tests must be conditioned for at least 24 hours at -25, +72, and +125 degrees F. plus/minus 5 degrees F., and 50% plus/minus 2% Relative Humidity prior to each test.

### 3.4.2 Quality Conformance

The State may require evidence of material conformance to the following sections: 3.2.1.1, .3.2.2, 3.3.3, 3.3.4, 3.3.4.1, 3.3.7.1, 3.3.7.2, 3.3.8, and 3.3.9. An independent laboratory's certification of conformance to the performance requirements stated will be considered satisfactory evidence of conformance.

Failure of the reflective sheeting to meet any requirement specified herein shall be cause for refusal to accept materials until evidence has been provided by the contractor that corrective action has been taken to eliminate deficiencies.

### 3.4.3 ENVIRONMENTAL STANDARDS

The reflective sheeting contractor shall provide the Using Agency with Material Safety Data Sheets (MSDS) and the necessary guidance to be in compliance with regulatory

requirements. The contractor will also be responsible for assisting the Using Agency in the application process for any and all required environmental permits as specified by NJ DEP and EPA. The State will bear the burden of expense in application fees and will retain possession of all permits relative to emissions and hazardous waste removal. If the contractor's material cannot meet required environmental standards necessary to obtain permits, the State will consider the contractor noncompliant with RFP requirements and reserves the right to award to the next lowest acceptable bidder.

### 3.5 SUPPORT SERVICES

#### 3.5.1 PLATE DESIGN SERVICE

3.5.1.1 The reflective sheeting contractor shall maintain a professional design service to assist the State in creating a license plate of high legibility, recognizability and desired aesthetics.

3.5.1.2 Consistency of printing and roll coat inks must be maintained throughout the contract period. The contractor must provide for and maintain a compatible color match to existing and/or designs selected by the State. The reflective sheeting contractor will be required to furnish sheeting based on the current license plate design/format or any approved State design. Failure to match and maintain colors in accordance with this section will be cause for contract cancellation. Prior to award, samples may be required for evaluation within thirty (30) calendar days, if requested, at no cost to the State.

3.5.1.3 The State reserves the right to redesign any or all of the plates required under these specifications at any time during the contract period.

#### 3.6 TECHNICAL SERVICE

3.6.1 The reflective sheeting contractor shall, without additional cost, provide the license plate manufacturing shop with competent technical service and product information until the shop operating personnel are able to manufacturer quality license plates in accordance with the State's requirements. A list of the technical service personnel and their qualifications shall be provided to the State with your bid proposal. (See Section 4.4.4 Submittals)

3.6.2 To ensure continued quality license plate manufacturing, the sheeting and equipment contractor shall, without additional cost, provide the State license plate manufacturing facility with a minimum of one (1) day of on-site technical maintenance service per 100 days of actual production.

3.6.3 On-site technical service shall be provided within forty-eight (48) hours of notification by the manufacturing shop of any production difficulties, at the cost of the contractor.

#### 3.6.4 Waste Removal

The reflective sheeting contractor agrees to dispose of all hazardous waste products in compliance with current and future State and Federal laws and regulations of disposal, at no cost to the State. The products shall include inks, thinners, clear coat and stripper solutions.

#### 3.7 GENERAL CHARACTERISTICS AND PACKAGING

To ensure easy access and proper inventory control and to prevent roll damage due to double stacking, the reflective sheeting shall be shipped in bulk packages. Each package shall contain nine (9) rolls per layer and shall be three layers high with two single packaged rolls on top. Production run sequence numbers shall be affixed to the outside of each shipping package corresponding to the materials contained therein. Each roll shall be additionally designated by a core identifier stamped or affixed with a permanent label to the inside of each roll core.

The size of the reflective sheeting rolls shall be:

12 1/16" +/- 1/32" X 300 yards

and

7 1/16" +/- 1/32" X 300 yards

### 3.8 ACCOUNTABILITY

3.8.1 The contractor shall be accountable for all sheeting from the place of manufacture to the point of delivery. All over-run materials remaining in the manufacturer's possession after discontinuation of any design or contract cancellation or expiration shall be destroyed and used for no other purpose.

3.8.2 Engraved printing cylinders used to manufacture preprinted sheeting shall be supplied and remain in the possession of the sheeting contractor until such time as the cylinders are destroyed.

3.8.3 The contractor must provide adequate security methods and supervision to protect sheeting from unauthorized use.

### 3.9 GRAPHIC LICENSE PLATE

Design by the sheeting contractor must include the following:

3.9.1 Background color: goldfinch yellow across the top, one third of the plate with the color fading to pale yellow over the remaining two thirds of the plate surface.

3.9.2 Color of words, symbols and alphanumeric sequence: black

3.9.3 New Jersey: as a graphic design on the reflective sheeting and centered across the top for all registration plates.

3.9.4 Garden State: as a graphic design on the reflective sheeting and centered across the bottom for all standard passenger automobile plates. (N.J.S.A. 39:3-33.2 requires the words "Garden State" to be imprinted on each passenger automobile registration plate.)

3.9.5 Whenever a new design or revision of existing "Graphic License Plate Design" is required by the State, the contractor is required to submit graphic plate samples to be approved by the New Jersey Division of Motor Vehicles prior to production of the reflective sheeting.

### 3.10 STRETCH AND REGISTRY EQUIPMENT - NEW, USED OR CONTRACTOR-OWNED

#### 3.10.1 GENERAL TERMS AND CONDITIONS

3.10.1.1 The contractor shall provide, install and maintain the necessary equipment to laminate plain or preprinted sheeting to the substrate inclusive of, but not limited to, a 14 inch reflective sheeting applicator, stretch control mechanism, brake table and corresponding registry feed controls.

3.10.1.2 All required training shall be completed and equipment installed and operational within forty-five (45) working days of contract award. Installation and training shall be acceptable upon consistently running the required line(s) at representative speeds not to exceed 100 strokes per minute with a rejection rate of 1% or less. The acceptability of the blanks shall be determined by the Using Agency in conjunction with the license plate plant management.

3.10.1.3 If the application registry control and stretch control equipment is not installed in the time and manner as specified above or fails to meet the RFP specifications, the entire contract is subject to cancellation.

3.10.1.4 The cost of any waste materials, including metal and sheeting generated because of installation and testing of application, stretch and registry equipment will be reimbursed to the State by the contractor. Any salary cost generated because the contractor requested to work during other than the normal scheduled work hours of the license plate plant employees will be borne by the contractor.

3.10.1.5 Stretch/application and registration equipment shall be of such quality that production losses due to slight variations may not exceed one (1) percent.

3.10.1.6 New, used, and contractor-owned equipment must be compatible with and allow the use of any existing stock of reflective sheeting in possession of DEPTCOR. It should meet or exceed the performance standards outlined in this RFP with all brands of reflective sheeting judged as acceptable equals by the State of New Jersey.

3.10.1.7 The contractor, supplying either new, used or contractor - owned equipment, shall provide a list of available stocked parts to the license plate manufacturing shop. In the event of equipment failure, the equipment contractor shall ship stock replacement parts by express carrier within twelve (12) hours of notification.

### **3.10.2 NEW STRETCH AND REGISTRY EQUIPMENT**

3.10.2.1 If the State elects to purchase new equipment, it will include stretch/application and registry equipment and any other equipment necessary to produce passenger and specialty plates.

3.10.2.2 Bidder(s) for this price line item are reminded that their machinery will be held to the standards of performance outlined in the technical specifications listed in this RFP. This includes, but is not limited to: competent technical support, available replacement parts, product information and service response time criteria.

### **3.10.2.3 WARRANTY:**

New equipment is to include a comprehensive minimum five (5) year service warranty covering costs for all parts, labor, shipping charges, consultations, tolls or travel costs.

### **3.10.3 USED STRETCH AND REGISTRY EQUIPMENT**

3.10.3.1 If the State elects to purchase used equipment, it shall have been previously installed in a Correctional Industry Program and will include stretch/application and registry equipment and any other equipment necessary to produce passenger and specialty plates.

3.10.3.2 The maximum age of the used equipment shall not exceed four (4) years. As long as the equipment can meet production requirements as outlined in this RFP, used equipment up to four (4) years old will be considered equal.

3.10.3.3 Bidder(s) for this line item are reminded that their machinery will be held to the standards of performance outlined in the technical specifications of this RFP. This includes, but is not limited to: competent technical support, available replacement parts, product information and service response time criteria.

#### 3.10.3.4 WARRANTY:

Used equipment is to include a minimum one (1) year warranty covering full parts, labor, shipping charges, consultations, tolls or travel costs with bidder guaranteeing parts availability for an additional four (4) years after the expiration of the one year warranty period.

#### 3.10.4 CONTRACTOR-OWNED EQUIPMENT

3.10.4.1 If the State elects to use Contractor-Owned Equipment, the contractor shall supply and install, as a loan to the State, at no additional cost to the State, the stretch/application and registry equipment and any other equipment necessary to produce passenger and specialty plates. The contractor is responsible for maintaining the equipment, and providing the services as outlined in the RFP at no additional cost to the State.

3.10.4.2 Processing for post clear coating has been deleted in its entirety.

#### 3.11 EVALUATION OF MATERIALS

In order to properly evaluate the materials required to produce completed license plates, the reflective sheeting bidder may be required to submit the following materials and services prior to finalization of award. The evaluation materials must be submitted within ten (10) days of written notification request from the State.

3.11.1 Sufficient reflective material to produce 300 license plates.

3.11.2 One-half gallon of message coating ink.

3.11.3 Sufficient solvents for the ink.

3.11.4 Name, telephone number and address of the technical representative who will be present at the license plate shop during the evaluation production run.

Upon receipt of the above materials and information, the technical representative will be contacted and the evaluation production run scheduled at a mutually agreed time. The technical representative must be present at the evaluation production run.

All materials utilized to produce a completed license plate in the evaluation production run, partially completed plates after each production step and completed license plates, will be subject to evaluation and testing.

### 3.12 DEMONSTRATION OF PRODUCTION CAPABILITIES

To ensure that the prospective bidder or supplier has access to stretch/application and registration equipment and the technical capabilities to install and maintain same, one of the two following steps shall be taken:

3.12.1 Give a presentation of their laminating process.

3.12.2 Install stretch/application and registration equipment at New Jersey Bayside State Prison in Leesburg, New Jersey.

### 3.13 DELIVERIES

In the event the State awards a contract for reflective sheeting to other than the incumbent contractor or a contractor who has previously supplied approved materials to DEPTCOR, the first expected delivery of reflective sheeting, thinner, inks, shall be within forty-five (45) days from date of acceptance of samples, as described above.

3.13.1 All subsequent reflective sheeting orders including required thinner, inks, and clear coat will be delivered F.O.B. DEPTCOR Auto Tag Shop, Leesburg, NJ, within thirty (30) days from receipt of order. In case additional supplies of thinner and inks are required by DEPTCOR, the contractor will deliver the same within fifteen (15) days of either verbal or written notification, F.O.B DEPTCOR or no additional cost to the State.

3.13.2 Projected volumes of orders as per Section 3.1.12 of the RFP are estimates only. The State does not guarantee any minimum or maximum order during the term of the contract. Delivery schedules and order quantities must be coordinated with DEPTCOR.

## **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/06x38062.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 **two (2) 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/06x38062.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/06x38062.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 located on the Advertised Solicitation, Current Bid Opportunities webpage  
<http://www.state.nj.us/treasury/purchase/bid/summary/06x38062.shtml>

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

##### 4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage:  
<http://www.state.nj.us/treasury/purchase/bid/summary/06x38062.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/06x38062.shtml>.

#### 4.4.4 SUBMITTALS

- A Submission of complete descriptive technical specifications/literature on the stretch/application and registry equipment proposed, whether new, used, or contractor-owned.
- B Technical Service - The reflective sheeting contractor shall, without additional cost, provide the license plate manufacturing shop with competent technical service and product information until the shop operating personnel are able to manufacture quality license plates in accordance with the State's requirements. A list of the technical service personnel and their qualifications shall be provided to the State with your bid proposal.
- C Certification by a corporate officer of the reflective sheeting manufacturer that the license plate materials, equipment and technical services proposed have been successfully employed by the sheeting manufacturer under similar requirements and that the reflective sheeting materials meet the performance specification requirements of this RFP. (See **Bidders Data Packet** –

**Satisfactory Customer Service contracts- must be signed by Corporate officer)**

- D Submission of technical data exhibiting characteristics of all materials proposed. The information submitted shall include time and temperature required for curing of any inks, clear-coats and/or other materials proposed for use in the production of completed license plates.
- E Submission of Attachment A, Certifying that its products will be compatible with the equipment, material and process as per Section 3.1.11

Bidders failure to comply with any of the above listed submittal requirements will result in the rejection of its bid proposal.

#### 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/06x38062.shtml>.

#### 4.4.4.2 SAMPLES/SAMPLE TESTING

The samples submitted must meet the specification requirements set forth in the RFP and must be representative of the product bid. Bid samples **for pricing lines 00001 - 00021** for evaluation and testing purposes are to be made available at no charge and delivered to DEPTCOR, Bureau of State Use Industries, at the bidder's expense. The bidder must, within 10 working days following a request from the State, submit bid samples to the Bureau of State Use Industries. Bid samples will not be returned. The Bureau of State Use Industries will conduct laboratory tests to assure that the bid samples submitted **for pricing lines 00001 - 00021** conform to this RFP. The State reserves the right to perform any tests necessary to assure that the bid samples conform to this RFP **for pricing lines 00001 - 00021**. The testing results of the State are final.

#### 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 PRICE SCHEDULE**

The bidder must submit its pricing using the format set forth in the State supplied price sheet(s) attached to this RFP. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

#### **4.4.7 PRICE SHEET INSTRUCTIONS**

The bidder may choose to bid on any one or more group(s) of materials and equipment categories as listed below. To be considered responsive, the bidder must submit prices for all items listed within a group on the bid pricing sheets. Failure to do so will result in the rejection of your bid proposal for that group only.

The bidder's pricing cannot be contingent upon receiving a set number or group of items. A bidder who places a condition or stipulation on its pricing will be not be evaluated or considered.

The State of New Jersey is exempt from all sales and excise taxes. Any applicable taxes or fees are to be included in the quoted bid proposal price.

All deliveries shall be provided F.O.B. DEPTCOR Auto Tag Shop, Bayside State Prison, Leesburg, NJ 08327

##### **4.4.7.1 GROUP 1 (PRICE LINES 00001 - 00020)**

Square foot price for standard passenger as well as specialty, multicolored reflective sheeting materials inclusive of all costs for thinners, inks, clear coats, support services, warranty requirements and also including the supply of stretch/application and registry equipment, as a loan, at no additional cost to the State. The bidder must bid on all items in this group in order to be considered for an award.

##### **4.4.7.2 GROUP 1 A (PRICE LINES 00021)**

Square foot price for multiple graphic designs of existing or newly created reflective sheeting materials inclusive of all costs for thinners, inks, clear coats, support services, warranty requirements and also including the supply of stretch/application and registry equipment, as a loan, at no additional cost to the State.

##### **4.4.7.3 GROUP 2**

Unit price for the State to purchase all stretch/application and registry equipment necessary to produce passenger and specialty plates. This component allows pricing for both new (price line 00022) and used equipment (price 00023) as follows:

###### **4.4.7.3.1 GROUP 2A (PRICE LINE 00022)**

Unit Price to the State to purchase and install new stretch/application and registry equipment including a comprehensive five (5) year service warranty covering all parts and service necessary to produce finished license plates. The unit price is to include full warranty on all equipment. The unit price shall cover costs for all parts, labor, shipping charges, consultations, tolls or travel costs. Bidders for this line item are reminded that their machinery will be held to the standards of performance outlined in the technical specifications of this RFP. This includes, but is not limited to: competent technical support, available replacement parts, product information and service response time.

###### **4.4.7.3.2 GROUP 2B (PRICE LINE 00023)**

Unit price to the State to purchase and install previously used stretch/application and registry equipment necessary to produce finished license plates, which has been previously installed in a Correctional Industry Program. The maximum age of used equipment is not to exceed four (4) years. As long as the equipment can meet production requirements as outlined in the technical specifications of this RFP, used

equipment up to four years old will be considered as equal. The warranty must cover full parts and labor for the first year with the bidder guaranteeing parts availability for four (4) additional years after the expiration of the one-year warranty. This also includes, but is not limited to: competent technical support, product information and service response time.

New and previously installed equipment must be compatible with and allow the use of any existing stock of reflective sheeting in possession of DEPTCOR. It should meet or exceed the performance standards outlined in the RFP specifications, with all brands of reflective sheeting judged as acceptable equals by the State of New Jersey.

#### **4.4.7.4 GROUP 3 (PRICE LINES 00024 - 00043)**

Square foot price to purchase standard passenger sheeting as well as specialty, multicolored sheeting, if the State owns the stretch/application and registry equipment necessary to produce finished license plates for reflective sheeting materials inclusive of all costs for thinners, inks, clear coat, as well as warranty provisions, support services and any other services. The unit price shall not include any cost for stretch/application and registry equipment. The bidder must bid on all items in this group to be considered for an award.

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

<http://www.state.nj.us/treasury/purchase/bid/summary/06x38062.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the NJ Standard Terms and Conditions, 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 one year. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP:

<http://www.state.nj.us/treasury/purchase/bid/summary/06x38062.shtml>. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of **two (2)**, one-year periods, by the mutual written consent of the contractor and the Director. **Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than 45 days after contract expiration.**

### **5.3 CONTRACT TRANSITION**

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract.

### **5.4 CONTRACT AMENDMENT**

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

### **5.5 ITEMS ORDERED AND DELIVERED**

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

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

## 5.6 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

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

## 5.7 MANUFACTURING/PACKAGING REQUIREMENTS

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

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

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

## 5.8 CLAIMS

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

## 5.9 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as required by in paragraph 3.19 of the NJ Standard Terms and Conditions, located on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/06x38062.shtml>, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

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

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

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

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

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

## **6.0 PROPOSAL EVALUATION/CONTRACT AWARD**

### **6.1 CONTRACT EVALUATION**

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

6.1.1 Price

6.1.2 Experience of the bidder

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

### **6.2 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. In addition, the State reserves the right to seek a Best and Final Offer (BAFO) from one or more bidders. In response to the State's 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.

### 7.1.2 SOURCE DISCLOSURE REQUIREMENTS

#### 7.1.2.1 REQUIREMENTS OF N.J.S.A. 52:34-13.2

Under the referenced statute, effective August 3, 2005, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

#### 7.1.2.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to the statutory requirements, the indended awardee of a contract primarily for services with the State of New Jersey must disclose the location by country where services under the contract, including subcontracted services, will be performed. The Source Disclosure

Certification form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38062.shtml>.

**FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.**

If any of the services cannot be performed within the United States, the bidder shall state with specificity the reasons why the services cannot be so performed. The Director shall determine whether sufficient justification has been provided by the bidder to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

**7.1.2.3 BREACH OF CONTRACT OF EXECUTIVE ORDER 129**

**A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT.**

If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions of the RFP, unless previously approved by the Director and the Treasurer.

**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 so to do.

7.2.1 The State reserves the right to determine a final award by selecting the best option(s) identified below:

7.2.1.1 Group 1 - Reflective sheeting material with bidder supplied equipment, thinner, inks, clear coats and support services. (price lines 00001 – 00020)

7.2.1.2 Group 1A - Digital multiple graphic design reflective sheeting material with bidder supplied equipment, thinner, inks, clear coats and support services. (price line 00021)

7.2.1.3 Group 2A - The State of New Jersey purchasing new stretch/application registry equipment. (price line 00022)

7.2.1.4 Group 2B - The State of New Jersey purchasing used stretch/application registry equipment. (price line 00023)

7.2.1.5 Group 3 - The cost of reflective sheeting materials and support services without bidder supplied equipment. (price lines 00024 – 00043)

**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.