



Request for Proposal 08-X-39675

For: Consulting Services: Transportation Research Consulting, DOT

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	October 3, 2007	5:00 PM
Mandatory Pre-bid Conference	Not Applicable	
Mandatory Site Visit	Not Applicable	
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	October 30, 2007	2:00 PM

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

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

RFP Issued By

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

Using Agency

State of New Jersey
Department of Transportation
Bureau of Research
1035 Parkway Avenue
Trenton, New Jersey 08625-0600

Date: September 21, 2007

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NOTICE TO BIDDERS

SET-ASIDE CONTRACTS

N.J.S.A 52:32-17, N.J.A.C. 17:13, 12A:10

Pursuant to the provisions of the New Jersey statute and administrative code cited above, this contract, or a portion thereof, has been designated as a set-aside contract for Small Business. As such, as indicated on page one of this document, eligibility to bid is limited to bidders (or subcontractors, as applicable) that meet statutory and regulatory requirements and have had their eligibility determined by the New Jersey Commerce, Economic Growth and Tourism Commission (Commerce). The definitions of each Small Business set-aside category can be found at N.J.A.C. 17:13-1.2 or N.J.A.C. 12A:10-1.2.

"Small Business" means a business that has its principal place of business in the state of New Jersey, is independently owned and operated, and has no more than 100 full-time employees.

The new program places Small Business into the following categories: (I) those with gross revenues up to \$500,000; (II) those with gross revenues of up to \$5 million; and (III) those with gross revenues that do not exceed \$12 million. While companies registered as having revenues below \$500,000 can bid on any contract, those earning more than the \$500,000 and \$5 million amounts will not be permitted to bid on contracts designated for revenue classifications below their respective levels.

Each business interested in bidding for this contract should provide, as part of its response to this solicitation, proof of its current registration as a qualifying Small Business with New Jersey Commerce, Economic Growth and Tourism Commission. Any business that seeks to register as a Small Business is required to submit a fee along with its application to Commerce.

All necessary forms and any additional information concerning registration may be obtained by contacting Commerce's office of Small Business services, by telephone at the number below, or by mail, or in person between the hours of 9:00 am and 5:00 pm at the address below:

NEW JERSEY COMMERCE, ECONOMIC GROWTH AND TOURISM COMMISSION
OFFICE OF SMALL BUSINESS SERVICES
20 WEST STATE STREET - 4TH FLOOR
PO BOX 820, TRENTON, NJ 08625-0820

TELEPHONE: 609-292-2146

1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the Department of Transportation (DOT), Bureau of Research (BOR). The purpose of this RFP is to solicit bid proposals to engage contractors to perform research studies, at varying degrees of complexity, for BOR.

The intent of this RFP is to award contracts to a maximum of three (3) responsible bidders, whose bid proposals, conforming to this RFP, are most advantageous to the State, price and other factors considered. These bidders will subsequently be eligible for engagement under this contract in accordance with the engagement process described in Section 1.2.1. The State, however, 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 version 07-27-07 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

A strategic plan developed for BOR in 2004 identified areas of opportunity for continuous improvement within BOR. Although DOT currently contracts with a number of institutions of higher learning to perform research studies, one of the areas identified in the strategic plan for improvement, is BOR customers' desire for quicker turn around solutions once problem statements are submitted. No mechanisms or protocols for the provision of quick turn around projects currently exist. In order to better meet the research needs of customers, BOR has implemented the following three-tiered pipeline classification system for research studies:

1. Pipeline 1 -a full research project of one year or more;
2. Pipeline 2 -a rapid research, pilot implementation or demonstration project, or complex survey of less than one year; and
3. Pipeline 3 -a literature review, technology transfer, survey, or research consulting services effort of less than six months.

All research consulting services performed by BOR personnel in assisting other DOT units in performing research studies are not within the scope of this RFP.

Bidders awarded a contract resulting from this RFP will subsequently be eligible for engagement under this contract in accordance with the engagement process described in section 1.2.1.

DOT estimates that it will require contractors to perform between two (2) and four (4) research projects per year but does not guarantee any volume of work.

1.2.1 ENGAGEMENT PROCESS

A problem statement, scope of work and request for competitive price quotes for each research project shall be developed on an individual audit basis by BOR. The request shall be sent from BOR to all the contractor(s) and specify the nature, scope and goals of the research project.

A Contracted Transportation Research Consulting firm will be engaged in accordance with BOR's needs and requirements in accordance with the following process:

If a contractor is not able to participate in a specific research project due to a conflict of interest or scheduling problem, it shall decline the request for a competitive quote in writing to the State Contract Manager.

For each request, each contractor that does not have a conflict of interest or scheduling problem shall respond within five (5) business days with the following:

- A detailed proposal to perform the scope of work reflecting the requirements of the engagement for competitive price quotes in accordance with the research project specific requirements of Section 3.0 of this contract.
- A contract schedule that shall identify the associated deliverable items to be submitted as evidence of completion of each task and/or sub-task
- All inclusive hourly rate in addition to person-hour and/or labor category mix: A comprehensive chart showing the person-hours proposed to meet the requirements of the request for competitive quotes. The chart shall be designed to reflect the tasks, sub-tasks, or other work elements required by the request for competitive quote. The chart shall set forth, for each task, sub-task or other work element, the total number of person-hours, by labor category, proposed to complete the contract. The hourly rates used for each labor category shall be the all-inclusive hourly rates specified in the contract.
- A firm fixed price for the engagement based on the contract's all inclusive hourly rates and chart detailed above.

BOR will review the responses and award the engagement to the contractor that offers the best value, price and other factors, to the BOR.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

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

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

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

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

1.3.2 SUBMISSION OF BID PROPOSAL

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

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

Directions to the Purchase Bureau can be found at the following web address:
<http://www.state.nj.us/treasury/purchase/directions.htm>.

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

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

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

1.3.3 DOCUMENT REVIEW

Bidders are urged to visit the following websites:

- AASHTO's SCOR: <http://www.transportation.org/>
- BOR: www.state.nj.us/transportation/refdata/research/
- Federal Highway Administration: <http://www.fhwa.dot.gov/>
- ITRD: <http://www.itrd.org/>
- MVC: www.nj.gov/mvc/
- National Cooperative Highway Research Program (NCHRP):
<http://www.trb.org/CRP/NCHRP/NCHRP.asp>
- National Transportation Library database: ntl.bts.gov/
- NJ Transit: www.njtransit.com/index.jsp
- Research in Progress: rip.trb.org/
- Transportation Research Board: trb.org/
- Transportation Research Information Services: <http://tris.trb.org/about/>

Bidders may also refer to the following online reports for guidance in conducting research studies and preparing final reports:

NCHRP 20-45: Scientific Approaches to Transportation Research available at:
onlinepubs.trb.org/onlinepubs/nchrp/cd-22/start.htm

BOR information and instructions for preparing proposals:
<http://www.state.nj.us/transportation/refdata/research/pdf/techpropresproj.pdf>

BOR guidelines for preparing final reports:
www.state.nj.us/transportation/refdata/research/pdf/finalreptechbrief.pdf

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., ("OPRA") and the common law. Because the State proposes to negotiate and/or pursue a Best and Final Offer, bid proposals will not be made public until the Letter of Intent to Award is issued.

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

To assist the State's determination on a claim of confidentiality or protection under OPRA and/or the common law, a bidder must clearly identify such information and address the following points to substantiate the confidentiality claim on the information: (1) the extent to which the information is known outside the owner's business; (2) the extent to which it is known by employees and others involved with your business; (3) the extent of the measures taken by your firm to guard the secrecy of the information; (4) the value of the information to your firm and your competitors; (5) the amount of effort or money expended by your firm in developing the information; and (6) the ease or difficulty with which the information could be properly acquired or duplicated by others. Also, the bidder must commit in writing to assist the State's effort to protect the confidentiality of

the documents and/or information should there be an OPRA request for disclosure or a challenge to the confidentiality of the documents/information determined to be confidential by the State. A claim for confidentiality should be separate from the bid proposal, but should accompany the bidder's submission of the bid proposal.

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

All bid proposals, with the exception of information determined by the State or the Court to be proprietary, are available for public inspection after the Letter of Intent to Award is issued. At such time, interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

1.4.5 BID OPENING

On the date and time bid proposals are due under the RFP, only the names of the bidders submitting bid proposals will be publicly announced. The contents of the bid proposals shall remain confidential until the Notice of Intent to Award is issued by the Director.

1.4.6 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.

1.4.7 BID ERRORS

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

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

If, after bid opening but before contract award, a bidder discovers an error in its proposal, the bidder may make written request to the Supervisor of the Business Unit for authorization to withdraw its proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. Note: a PB-36 complaint form may be filed and forwarded to the Division's Contract Compliance and Administration Unit (CCAU) for handling. A record of the complaint will also be maintained in the Division's vendor performance file for evaluation of future bids submitted.

All bid withdrawal requests must include the bid identification number and the final bid opening date and sent to the following address:

Department of the Treasury
Purchase Bureau, PO Box 230

33 West State Street – 9th Floor
Trenton, New Jersey 08625-0230
Attention: Supervisor, Business Unit

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

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

1.4.8 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.

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.

Bidder – An individual or business entity submitting a bid proposal in response to this RFP.

Contract – This RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP, as accepted by the State.

Contractor – The bidder awarded a contract resulting from this RFP. Also referred to as the Implementation Contractor.

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

Evaluation Committee – A committee established by the Director to review and evaluate bid proposals submitted in response to this RFP 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.

Labor Rate (Fully Loaded 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.

May – Denotes that which is permissible, not mandatory.

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

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 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 bid 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 Sections 8.1, 8.1.1 and 8.1.2.

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 RFP and will enter into a contract.

2.2 CONTRACT SPECIFIC DEFINITIONS

AASHTO's SCOR – AASHTO, the American Association of State Highway and Transportation Officials, is a nonprofit, nonpartisan association representing highway and transportation departments in the 50 states, the District of Columbia, and Puerto Rico. Its primary goal is to foster the development, operation, and maintenance of an integrated national transportation system. AASHTO relies on its Standing Committee on Research (SCOR) to represent the Association's interests in all research activities for all transportation modes (air, highways, public transportation, rail, and water).

Bureau of Research (BOR) – Unit within DOT Division of Systems Planning & Research that delivers quality research and technology transfer solutions through a customer-focused program.

Federal Highway Administration (FHWA) – Agency of the U.S. Department of Transportation charged with the broad responsibility of ensuring that America's roads and highways continue to be the safest and most technologically up-to-date.

International Transport Research Documentation Database (ITRD) – A cooperative world-wide database of published Information on transport and transport research maintained by the Organisation for Economic Co-operation and Development (OECD) Road Transport Research Program.

Motor Vehicle Commission (MVC) – State agency that promotes motor vehicle safety and is responsible for driver licensing, vehicle registrations and inspections, and driver improvement and education programs.

National Cooperative Highway Research Program (NCHRP) – NCHRP concentrates on critical national transportation issues, producing research findings that guide practice in U.S. transportation and result in safer roads, easier travel, and savings of taxpayer dollars. NCHRP plays a key role in developing essential tools of the trade—for example, the Highway Capacity Manual, AASHTO’s bridge specifications, and AASHTO’s pavement design guide.

National Transportation Library (NTL) - NTL serves as a repository of materials from public, academic and private organizations and improves the availability of transportation-related information, thereby supporting transportation policy, research, operations, and technology transfer activities.

New Jersey Transit – State’s public transportation corporation with a mission to provide safe, reliable, convenient and cost-effective transit service.

Research in Progress (RIP) Database - A database containing over 7,800 current or recently completed transportation research projects.

Research Project Selection and Implementation Panel (RPSIP) – Technical panel with DOT BOR which determines assignment of DOT research projects, guides and monitors the research, and facilitates implementation of the research study findings.

Transportation Research Board (TRB) – A division of the National Research Council, which is jointly administered by the National Academy of Sciences, the National Academy of Engineering, and the Institute of Medicine. TRB promotes innovation and progress in transportation through research and facilitates the sharing of information on transportation practice and policy by researchers and practitioners from the public and private sectors and academia.

Transportation Research Information Services (TRIS) database – The TRIS database is the world's largest and most comprehensive bibliographic resource on transportation information. TRIS is produced and maintained by the Transportation Research Board at the National Academy of Sciences.

3.0 SCOPE OF WORK

The State Contract Manager shall provide a Problem Statement and Scope of Work (SOW) to the contractor for each project. Projects requested by the State Contract Manager shall be categorized as follows:

- a) literature reviews;
- b) technology transfer studies;
- c) surveys, simple or complex;
- d) rapid research;
- e) pilot implementation or demonstration projects; and
- f) research projects of one (1) year or longer.

Upon receipt of each project request from the State Contract Manager, the contractor shall develop a written plan of action with a budget based on the fully loaded firm fixed hourly rates for the applicable labor rate titles provided in its bid proposal. The contractor shall submit the written plan of action to the State Contract Manager for approval.

3.1 LITERATURE REVIEWS

Upon request by the State Contract Manager, the contractor shall perform a literature review of the current state of the practice for each project. The literature review shall include, but not be limited to, the following repositories of research and journal publications:

- a) Transportation Research Board's (TRB's) TRIS database;
- b) National Transportation Library's database;
- c) TRB's Research in Progress (RIP) Database;
- d) International Transport Research Documentation (ITRD) Database;
- e) relevant statutes, regulations and programs when applicable to the literature review specified by the State Contract Manager; and
- f) review of research done by others at the international, national, and state levels.

3.1.1 REPORT OF FINDINGS

The contractor shall develop a written report of its literature review and submit the report for approval by the State Contract Manager. The contractor shall ensure that its written literature review report is composed, but not limited to the following:

- a) discussion of all the relevant research;
- b) whether or not the problem has been solved by other researchers;
- c) whether or not relevant research by others exists;
- d) if further research is needed;
- e) a detailed plan which describes how existing research can be used to solve the transportation problem at DOT, MVC, or NJ Transit. If the problem can't be solved based on the literature review, then recommendations for future research will be made.

3.2 TECHNOLOGY TRANSFERS

Upon request by the State Contract Manager, the contractor shall perform technology transfer studies to assess the applicability of transferring technology from completed or ongoing research studies, through BOR, to BOR customers.

The technology transfer study shall include, but not be limited to the following components:

- a) review of the effectiveness of existing research in solving the BOR customer's problem;
- b) determine if the findings are applicable to transportation issues within the State;
- c) contact researchers in academic, private industry and public sectors whose research is relevant to the transportation project under review;
- d) perform a nationwide, brief survey of other Departments of Transportation (DOT's), motor vehicle agencies, or state transit agencies to assess their current practices and policies related to the topic of the current research study, and to find out if they have successfully dealt with the problem in their state;
- e) follow-up of the survey with telephone or personal interviews to ensure a thorough understanding of best practices for dealing with the problem of the current research study;
- f) performance of a RAC (Research Advisory Committee of AASHTO's SCOR) list-serve survey (All RAC list-serve surveys performed by the contractor shall be coordinated through the State Contract Manager);
- g) report synthesizing the knowledge gained from the literature review, surveys, e-mails, and interviews, and outlining the steps required to transfer this information and technology to the DOT, MVC, or NJ Transit research customer to solve their transportation problem.

3.2.1 TECHNOLOGY TRANSFER IMPLEMENTATION

In the event that the technology transfer study yields positive results, the contractor shall transfer the research findings and new or improved products, processes, services, or policies to the research customer's unit. The contractor shall complete the transfer using one or a combination of the following methods: disseminate technical reports, formal training, workshops, lectures, technical presentations, statewide teleconferences, video tapes, literature summaries, software, and small demonstrations.

3.3 SURVEYS

The contractor shall perform surveys upon request by the State Contract Manager.

3.3.1 SURVEY PLAN

The contractor shall develop a plan for performing the survey and submit the plan to the State Contract Manager for approval. The contractor shall ensure that its plan minimizes non-returns and guarantees a representative unbiased sample and valid results. The survey plan shall include, but not be limited to, the following components:

- a) methodology and rationale for its use in planning the survey;
- b) survey purpose and objective;
- c) mode of administration (hard copy questionnaires, e-mail survey, etc.);
- d) estimates of survey size and precision;
- e) sampling techniques and rationale for use;
- f) survey design;
- g) scripting if a telephone survey;
- h) cover letter if a mailed survey;
- i) pilot testing;

3.3.2 SURVEY ADMINISTRATION AND ANALYSIS

The contractor shall perform the survey and provide subsequent analyses on the results. Such analyses include but are not limited to:

- a) avoidance of common statistical analysis errors for survey data;
- b) valid statistical analysis methods;
- c) parametric or non-parametric testing;
- d) tests to determine whether statistically significant differences exist between groups of respondents; and
- e) tests to determine relationships between responses.

3.3.3 REPORT OF SURVEY FINDINGS

The contractor shall develop a written report describing survey design and procedures, data collection, reduction, & analysis techniques, and study findings and recommendations. Based on the survey findings, the report should contain an implementation plan that describes the steps required to improve the overall quality and efficiency of DOT, MVC, and NJ Transit programs, practices and products.

3.4 RESEARCH PROJECTS

The contractor shall perform research projects upon the direction of the State Contract Manager. The research projects shall be classed as follows:

- a) rapid research projects;
- b) demonstration projects/pilot implementations; and
- c) long-term projects.

3.4.1 PLAN

The contractor shall develop a written plan for performing each research project and submit it to the State Contract Manager for approval. The written plan shall include, but not be limited to, the following content:

- a) scope of data collection, including time frame for data collection;
- b) data collection methodology and rationale for its use;
- c) sample size analysis, including methods to ensure a representative sample and type of sampling, including rationale for its use;
- d) data collection and data security procedures;
- e) quality assurance measures to ensure accurate data collection and avoidance of bias;
- f) identification of equipment and/or materials required to obtain and reduce data;
- g) consideration of surveys and focus groups for use in data collection; and
- h) methodology for data reduction and data analyses, including identification of statistical tests appropriate to validate analyses along with rationale for each proposed test's use.

3.4.2 DATA COLLECTION

The contractor shall collect data in accordance to its approved written plan via field or laboratory measurements, questionnaires, interviews, obtaining existing databases for data collected by others, surveys, and focus groups. If equipment is used the contractor shall ensure that it is calibrated according to the manufacturer's recommendations and that information on equipment

settings is recorded. The contractor shall ensure that time, date, location, descriptive information, and other pertinent information should be recorded for all data and that data is collected at the selected field locations.

To prevent future loss of acquired data, the contractor shall back-up data in accordance to its approved written plan.

The contractor shall reduce and analyze the first portion of collected data to test for validity of data collection, reduction, and analysis schemes before continuing with large scale data collection.

3.4.3 REDUCTION AND ANALYSIS OF DATA

The contractor shall reduce and analyze data according to its approved plan. The contractor shall include, but not be limited to, the following tasks in its reduction and analysis of collected data:

- a) classification, segregation and grouping of data into appropriate categories;
- b) evaluate the distribution of the data and determine appropriate statistical tests;
- c) use statistical analysis software and provide output for elementary and descriptive statistics;
- d) produce scatter plots and histograms for the data;
- e) analyses for trends and relationships with techniques such as regression analysis, curve fitting and analysis of variance;
- f) hypotheses testing for statistical significance and determine confidence intervals;
- g) finite element analysis (FEA) for infrastructure studies of stresses and displacements in structures; and
- h) comparison of analysis results to the results obtained in studies by others.

3.5 REPORT FINDINGS

3.5.1 QUARTERLY REPORTS

The contractor shall develop written reports, on a quarterly basis, that detail the status of each project for which it has been engaged. The contractor shall format these reports in accordance with BOR's quarterly report format available at the following website: <http://www.state.nj.us/transportation/refdata/research/pdf/quarterlyreportexample.pdf>.

3.5.2 TECHNICAL BRIEFS AND FINAL REPORTS

The contractor shall develop written technical briefs (news paper style summary of research) and final reports (formal report) for each project for which it has been engaged. The technical brief and final report shall include, but not be limited to the following:

- a) description of the research methodologies used;
- b) data analysis techniques;
- c) findings of the research;
- d) recommendation on how existing or new techniques can be applied to solve the research problem;
- e) cost-benefit analysis (if applicable);
- f) identification of the action needed to implement the recommendations, including an assessment of potential barriers.

The contractor shall ensure that the technical brief and final report are written in a format in accordance with DOT's "Guidelines for Preparing DOT Research Final Reports and Tech Briefs." This guide can be accessed via the following link:
www.state.nj.us/transportation/refdata/research/pdf/finalreptechbrief.pdf.

The contractor shall revise the final report and Tech Brief to address the review comments received from the RPSIP and State Contract Manager,

3.5.3 MEETINGS AND PRESENTATIONS

Upon direction of the State Contract Manager, the contractor shall meet with RPSIP and other DOT, MVC, & NJ Transit staff, and interested and relevant stakeholders for meetings and presentations which shall include, but not be limited to the following types:

- a) quarterly progress meetings;
- b) special technical and problem solving meetings;
- c) project completion meetings; and
- d) implementation presentations.

3.5.3.1 QUARTERLY PROGRESS MEETINGS

The contractor shall perform quarterly presentations of project progress by task, deliverables provided, and progress towards implementation. The contractor shall also present in detail its work planned for the subsequent quarter. These quarterly meetings provide a forum for BOR customers, RPSIP, and the State Contract Manager to discuss project status, determine whether the project is on schedule and budget, problems encountered, possible solutions, and set future direction to the contractor's efforts.

3.5.3.2 SPECIAL MEETINGS

The contractor shall perform a detailed presentation of technical project information at special technical or problem solving meetings scheduled upon the direction of the State Contract Manager. These meetings are held to discuss the detailed technical aspects of a research study or solve difficult problems that have arisen during the course of the research project.

3.5.3.3 PROJECT COMPLETION MEETINGS

Upon completion of the research project, the contractor shall, upon direction of the State Contract Manager, meet with RPSIP and other DOT, MVC, and NJ Transit personnel to present its study methods, findings, and recommendations, the actions necessary to implement the recommendations, and potential barriers to implementation, including steps to overcome them. The contractor shall also provide the costs and benefits of implementing the recommended solution(s), and how the research results will be used, deployed, or institutionalized by DOT, MVC or NJ Transit.

3.6 IMPLEMENTATION

The contractor shall develop a written Implementation Plan that details how results of research may best be put into practice to improve the overall quality and efficiency of transportation programs, methods, practices, policies, and products. Implementation actions in the plan may include, but are not limited to:

- a) implementation demonstrations;
- b) specification and baseline document changes;
- c) new materials and practices;
- d) new or modified software or computer models;

- e) new policies;
- f) field demonstrations; and
- g) pilot studies.

The Implementation Plan shall identify potential barriers to implementation and the necessary steps to overcome them. The costs and benefits of implementing the recommended solution(s) will also be analyzed in the plan, as well as how the research results will be used, deployed, or institutionalized by DOT, MVC, or NJ Transit. Should results of the research not be amenable to immediate implementation into practice, the contractor shall ensure that its implementation plan includes recommendations for the additional work necessary to reach the implementation stage.

The contractor shall submit the implementation plan to the State Contract Manager for approval and perform a subsequent presentation of its implementation plan upon direction of the State Contract Manager.

4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

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

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

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

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

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39675.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 **eight (8) full, complete and exact copies and one (1) unbound, complete and exact copy** 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

The bid proposal should be submitted in one (1) volume and that volume divided into four (4) sections with tabs (separators). **Further, the bid proposal should be limited to 35 pages or fewer at no smaller than 12 point type. Forms (Section 1), Disaster Recovery Plan (Section Organizational Support and Experience (Section 3) and Price Schedule (Section 4) are not included in the 35 page limit.** The content of the material should be located behind each tab, as follows:

- Section 1 - Forms (Section 4.4.1 - 4.4.3.)
- Section 2 - Technical Proposal (Section 4.4.4)
- Section 3 - Organizational Support and Experience (Section 4.4.5)
- Section 4 – Price Schedule (Section 4.4.6)

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/08x39675.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/08x39675.shtml>.

4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39675.shtml>.

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

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

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

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

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 07-27-07 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39675.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/08x39675.shtml>.

4.4.3.2 AFFIRMATIVE ACTION

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

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39675.shtml>.

4.4.3.3 SERVICES SOURCE DISCLOSURE FORM

Pursuant to N.J.S.A. 52:34-13.2, the bidder should submit with its bid proposal a completed source disclosure form. The Services Source Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39675.shtml>. Refer to section 7.1.2 of this RFP.

4.4.3.4 NOTICE OF INTENT TO SUBCONTRACT FORM

All bidders should complete the attached Notice of Intent to Subcontract Form <http://www.state.nj.us/treasury/purchase/bid/summary/08x39675.shtml> to advise the State as to whether or not a subcontractor will be utilized to provide any goods or services under the contract. If this is a Small Business Subcontracting set-aside contract, the bidder must comply with the Procedures for Small Business Participation as Subcontractors set forth in <http://www.state.nj.us/treasury/purchase/bid/summary/08x39675.shtml>.

4.4.3.5 SUBCONTRACTOR UTILIZATION FORM

If the bidder intends to utilize a subcontractor, the Subcontractor Utilization Form <http://www.state.nj.us/treasury/purchase/bid/summary/08x39675.shtml> should be completed and submitted with the bid proposal.

4.4.3.6 SMALL BUSINESS SET-ASIDE CONTRACTS

This is a contract with set aside subcontracting goals for Small Businesses. All bidders should include in their bid proposal a completed and signed **Notice of Intent to Subcontract** form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39675.shtml>. Bidders intending to utilize subcontractors should also include a completed and signed Subcontractor Utilization Plan form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39675.shtml>. Failure to submit the required forms may result in a determination that the bid is materially non-responsive. Bidders seeking eligible small businesses should contact the New Jersey Commerce, Economic Growth and Tourism Commission at (609) 292-2146.

4.4.4 TECHNICAL PROPOSAL

In this Section, the bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work Section, i.e., Section 3.0. The bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This Section of the bid proposal should contain at least the following information:

4.4.4.1 MANAGEMENT OVERVIEW

a. Narrative

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

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

The Scope of Work (Section 3.0) requires the State Contract Manager to provide a problem statement to the contractor and the contractor responds with a written plan of action and corresponding budget. As part of its technical proposal, the bidder shall provide a written plan of action and budget to the specific problem statement provided below. This problem statement along with the bidder's response, including budget, is referred to as the case study.

b. Case Study

The bidder shall provide a case study based upon the information offered in this RFP and any other information that the bidder may discover on its own.

The case study represents that specific part of the research proposal wherein the bidder shall present, with all its attendant strategic and budgetary details, its approach to the problem statement noted below:

Problem Statement – Study of Recidivism Rates for Drivers Administratively Sanctioned by MVC

New Jersey law provides for the imposition of administrative sanctions on problem drivers. Sanctions vary based on violations and driver experience and may involve suspensions, driver improvement programs and warning letters. In the interest of improved highway safety, research is needed to determine the effectiveness of these measures through a review of driver violation history.

Motor Vehicle Commission (MVC) would like to know how effective warning letters, driver improvement programs, and driver's license suspension have been in improving driver behavior. One measure of the effectiveness of these remedial measures should be recidivism rates (rate of repeated instances of the same or other moving violations). Recidivism rates can be determined by examining MVC's driver violation history. For a number of cases, driver histories can be tracked for several years after each of the remedial measures was imposed to determine

recidivism rates for each measure. With this information, MVC could change its policies and procedures to better utilize the most effective remedial measure(s) for improving driver behavior.

The objective of the case study is to determine which type of administrative sanction imposed by MVC on problem drivers is the most effective in preventing repeat offenses.

The bidder shall describe how it will perform the case study research project. The bidder should include how it will perform each of the following tasks in completing the case study:

- a) literature review;
- b) technology transfer study;
- c) survey(s), simple or complex;
- d) research plan;
- e) data collection;
- f) reduction and analysis of data;
- g) report findings;
- h) meetings and presentations; and
- i) implementation.

The bidder should include its budget for each of the above tasks in its budget for the case study.

The bidder shall determine the dollar share of the total budget it would allocate to performing the literature review, technology transfer, survey(s), research plan, data collection, reduction and analysis of data, reporting of findings, meetings and presentations, and implementation, and include justification for its decision.

The bidder shall include the duration of each task in its schedule for the case study.

4.4.4.2 CONTRACT MANAGEMENT

The bidder should describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan should include the bidder's approach to communicate with the State Contract Manager including, but not limited to, status meetings, status reports, etc.

4.4.4.3 CONTRACT SCHEDULE

The bidder should include a contract schedule. If key dates are a part of this RFP, the bidder's schedule should incorporate such key dates and should identify the completion date for each task and sub-task required by the Scope of Work. Such schedule should also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

The bidder should identify the contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology. The use of Gantt, PERT or other charts is at the option of the bidder.

4.4.4.4 MOBILIZATION AND IMPLEMENTATION PLAN

Not applicable to this procurement.

4.4.4.5 POTENTIAL PROBLEMS

The bidder should set forth a summary of any and all problems that the bidder anticipates during the term of the contract. For each problem identified, the bidder should provide its proposed solution.

4.4.5 ORGANIZATIONAL SUPPORT AND EXPERIENCE

The bidder should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the bidder's qualifications, and capabilities to perform the services required by this RFP.

4.4.5.1 LOCATION

The bidder should include the location of the bidder's office that will be responsible for managing the contract. The bidder should include the telephone number and name of the individual to contact.

4.4.5.2 ORGANIZATION CHART (CONTRACT SPECIFIC)

The bidder should include a contract organization chart, with names showing management, supervisory and other key personnel (including sub-vendor's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

4.4.5.3 RESUMES

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes shall be structured in accordance with the attached format ([Attachment 1](#)) to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Resumes should include the following:

- Clearly identify the individual's previous experience in completing similar contracts
- Beginning and ending dates should be given for each similar contract
- A description of the contract should be given and should demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFP.
- With respect to each similar contract, the bidder should include the name and address of each reference together with a person to contact for a reference check and a telephone number.

4.4.5.4 BACKUP STAFF

The bidder should include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff must be clearly identified as backup staff.

In the event the bidder must hire management, supervisory and/or key personnel if awarded the contract, the bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or need to be replaced during the contract term.

4.4.5.5 ORGANIZATION CHART (ENTIRE FIRM)

The bidder should include an organization chart showing the bidder's entire organizational structure. This chart should show the relationship of the individuals assigned to the contract to the bidder's overall organizational structure.

4.4.5.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE

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

The bidder shall provide examples of prior literature reviews, technology transfers, surveys, research plans, data collection, reduction and analysis of data, reports of findings, meetings and presentations, and implementation performed by the bidder that demonstrate its capacity to fulfill the scope of work requirements of this RFP.

4.4.5.7 FINANCIAL CAPABILITY OF THE BIDDER

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 certified financial statements to include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

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

A bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. Bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with the Bid Proposal.

The State reserves the right to make the determination to accept the assertion and shall so advise the bidder.

4.4.5.8 SUBCONTRACTOR(S)

All bidders should complete the **Notice of Intent to Subcontract Form** whether or not they intend to utilize subcontractors in connection with the work set forth in this RFP. If the bidder intends to utilize subcontractor(s), then the **Subcontractor Utilization Plan** should also be submitted with the bid.

N.J.A.C. 17:13-4 and Executive Order 71 mandate that if the bidder proposes to utilize a subcontractor, the bidder must make a good faith effort to meet the set-aside subcontracting targets of awarding a total of twenty-five percent (25%) of the value of the contract to New Jersey-based, New Jersey Commerce, Economic Growth & Tourism Commission registered small businesses, with a minimum of five (5) percent awarded to each of the three categories set forth below, and the balance of ten (10) percent spread across the three annual gross revenue categories: Category I – \$1 to \$500,000; Category II - \$500,001 to \$5,000,000; Category III - \$5,000,001 to \$12,000,000.

Should the bidder choose to use subcontractors and fail to meet the Small Business Subcontracting targets set forth above, the bidder must submit documentation demonstrating its good faith effort to meet the targets with its bid proposal or within seven (7) business days upon request.

Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.

The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.

The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.

The bidder should provide documented experience to demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

4.4.6 PRICE SCHEDULE

The bidder must submit its pricing using the format set forth in the State supplied price sheets at the end of 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.

Refer to the terms, Labor Rate (Fully Loaded Firm Fixed Price) and All-Inclusive Hourly Rate as defined in Standard Definitions ([Section 2.1](#)) for a thorough understanding of these terms.

The bidder shall provide a budget for the case study it is proposing in response to Section 4.4.4.1.b of the RFP. The budget will be used to rank the costs of bid proposals.

The Unit Price column shall reflect the bidder's proposed contract prices. If awarded a contract, the Unit Price column shall be the method for providing costs estimates for specific task assignments. If a labor category is not proposed for the case study but is one that may be used over the term of the contract, a rate shall be reflected on the Price Schedule. If a bidder does not plan to use a staff person to fulfill a specific labor category, that Price Line should be left blank.

Failure to submit all requested pricing information may result in the bidder's proposal being considered materially non-responsive.

The bidder must price its staff using the job (labor) titles provided in the Price Schedule. Changes, modifications or additions to job titles shall not be permitted.

Each bidder must hold its price(s) firm through issuance of contract to permit the completion of the evaluation of bid proposals received and the contract award process.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 07-27-07 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39675.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 version 07-27-07, and any Addendum to this RFP, the Addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any Addendum to this RFP, and the bidder's bid proposal, the RFP and/or the Addendum shall govern.

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of **three (3)** years. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/08x39675.shtml>. If delays in the bid process result in an adjustment of 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 **two (2)** additional periods of up to one (1) year, by mutual written consent of the contractor and the Director at the same terms, conditions and pricing. The length of each extension shall be determined when the extension request is processed.

Should the contract be extended, the contractor shall be paid at the rates in effect in the last year of the contract.

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 **90** days beyond the expiration date of the contract.

5.4 CONTRACT AMENDMENT

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

5.5 CONTRACTOR RESPONSIBILITIES

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

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided

under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

5.6 SUBSTITUTION OF STAFF

If it becomes necessary for the contractor to substitute any management, supervisory or key personnel, the contractor will identify the substitute personnel and the work to be performed.

The contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The contractor shall forward a request to substitute staff to the State Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the contractor has received written approval to proceed from the State Contract Manager.

5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Section 3.11 of the NJ Standard Terms and Conditions version 07-27-07 located on the Advertised Solicitation, Current Bid Opportunities webpage.

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

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

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

The contractor shall forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval.

No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

5.8 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, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents,

regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days notice by the State. With respect to software computer programs and/or source codes developed for the State, the 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 Agreement, 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 bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the bid proposal. Otherwise, the language in the first paragraph of this section prevails. If the bidder identifies such intellectual property ("Background IP") in its bid proposal, then the Background IP owned by the bidder on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the bidder. Upon contract award, the bidder or contractor shall grant the State a non-exclusive, perpetual royalty free license to use any of the bidder/contractor's Background IP delivered to the State for the purposes contemplated by the Contract.

5.9 DATA CONFIDENTIALITY

All financial, statistical, personnel and/or technical data supplied by the State to the contractor are confidential. The contractor is required to use reasonable care to protect the confidentiality of such data. 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.

5.10 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 Director.

5.11 ADVERTISING

The contractor shall not use 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 Director.

5.12 LICENSES AND PERMITS

The contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The contractor shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the bidder in its bid proposal.

5.13 CLAIMS AND REMEDIES

5.13.1 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, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

5.13.2 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.

5.13.3 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 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.

5.14 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.

5.15 RETAINAGE

Not applicable to this procurement.

5.16 STATE'S OPTION TO REDUCE SCOPE OF WORK

The State has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director shall provide advance written notice to the contractor.

Upon receipt of such written notice, the contractor will submit, within five (5) working days to the Director and the State Contract Manager, an itemization of the work effort already completed by task or subtask. The contractor shall be compensated for such work effort according to the applicable portions of its price schedule.

5.17 SUSPENSION OF WORK

The State Contract Manager may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.18 CHANGE IN LAW

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the contractor shall advise the State Contract Manager and the Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.19 CONTRACT PRICE INCREASE (PREVAILING WAGE)

If the Prevailing Wage Act (N.J.S.A. 34:11-56 et seq.) is applicable to the contract, the contractor may apply to the Director, on the anniversary of the effective date of the contract, for a contract price increase. The contract price increase will be available only for an increase in the prevailing wages of trades and occupations covered under this contract during the prior year. The contractor must substantiate with documentation the need for the increase and submit it to the Director for review and determination of the amount, if any, of the requested increase, which shall be available for the upcoming contract year. No retroactive increases will be approved by the Director.

5.20 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

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

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

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

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

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

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

5.21 FORM OF COMPENSATION AND PAYMENT

This Section supplements Section 4.5 of the NJ Standard Terms and Conditions version 07-27-07, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39675.shtml>. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

In addition, primary contractors must provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business subcontractor(s). This breakdown shall be sent to the Purchase Bureau Business Unit, Set-Aside Coordinator.

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

5.21.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD

Not applicable to this procurement.

5.22 MODIFICATIONS AND CHANGES TO THE NJ STANDARD TERMS AND CONDITIONS VERSION 07-27-07

NJ Standard Terms and Conditions version 07-27-07 are located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39675.shtml>.

5.22.1 PATENT AND COPYRIGHT INDEMNITY

Section 2.1 of the NJ Standard Terms and Conditions version 07-27-07 is deleted and replaced with the following:

2.1 Patent and Copyright Indemnity

a. The Contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract.

b. The State of New Jersey agrees: (1) to promptly notify the Contractor in writing of such claim or suit; (2) that the Contractor shall have control of the defense of settlement of such claim or suit; and (3) to cooperate with the Contractor in the defense of such claim or suit, to the extent that the interests of the Contractor and the State are consistent.

c. In the event of such claim or suit, the Contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; or (2) replace or modify the product to provide a non-infringing product that is the functional equivalent.

5.22.2 INDEMNIFICATION

Section 2.2 of the NJ Standard Terms and Conditions version 07-27-07, is deleted and replaced with the following:

2.2 Indemnification

The contractor's liability to the State for actual, direct damages resulting from the contractor's performance or non-performance, or in any manner related to the contract, for any and all claims, shall be limited in the aggregate to 100 % of the value of the contract, except that such limitation of liability shall not apply to the following:

1. The contractor's obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the contractor under the contract caused by negligence or willful misconduct of the contractor;
2. The contractor's breach of its obligations of confidentiality; and,
3. Contractor's liability with respect to copyright indemnification.

The contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 2.3 of the NJ Standard Terms and Conditions version 07-27-07.

The contractor shall not be liable for special, consequential, or incidental damages.

5.22.3 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

Section 2.3 of the NJ Standard Terms and Conditions version 07-27-07 regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

d) Professional Liability Insurance: The Contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out the professional obligations performed pursuant to the requirements of the Contract. The insurance shall be in the amount of not less than \$500,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

6.0 PROPOSAL EVALUATION

6.1 PROPOSAL EVALUATION COMMITTEE

Bid proposals may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Purchase Bureau. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant in an advisory role.

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

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

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with a 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 Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee 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 EVALUATION CRITERIA

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

6.3.1 TECHNICAL EVALUATION CRITERIA

- A) The bidder's general approach and plans in meeting the requirements of this RFP.
- B) The bidder's detailed approach and plans to perform the services required by the Scope of Work of this RFP.
- C) The bidder's documented experience in successfully completing contracts of a similar size and scope to the work required by this RFP.
- D) The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the work required by this RFP.

- E) The overall ability of the bidder to mobilize, undertake and successfully complete the contract. This judgment will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed and the bidder's contract management plan, including the bidder's contract organizational chart.

6.3.2 BIDDER'S PRICE SCHEDULE

For evaluation purposes, bidders will be ranked according to the total bid price located on the [Price Schedule](#) at the end of this RFP.

6.3.3 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.

6.3.4 EVALUATION OF THE BID PROPOSALS

The Evaluation Committee will complete its evaluation and recommend to the Director for award the responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process.

6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

Following the opening of bid proposals, the State shall, pursuant to N.J.S.A. 52:34-12(f), negotiate one or more of the following contractual issues: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder, and/or solicit a Best and Final Offer (BAFO) from one or more bidders.

Initially, the Evaluation Committee will conduct a review of all the bids and select bidders to contact to negotiate and/or conduct a BAFO based on its evaluation and determination of the bid proposals that best satisfy the evaluation criteria and RFP requirements, and that are most advantageous to the State, price and other factors considered. The Committee may not contact all bidders to negotiate and/or to submit a BAFO.

In response to the State's request to negotiate, bidders must continue to satisfy all mandatory RFP requirements but may improve upon their 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.

In response to the State's request for a BAFO, bidders may submit a revised price proposal that is equal to or lower in price than their original submission, but must continue to satisfy all mandatory requirements. Any revised price proposal that is higher in price than the original will be rejected as non-responsive and the original bid will be used for any further evaluation purposes.

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 Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a contract is issued.

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

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

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

7.1.1.1 DEFINITIONS

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

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

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

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

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

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

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

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

7.1.1.4 STATE TREASURER REVIEW

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

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

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

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 intended 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 is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39675.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 version 07-27-07 of the RFP, unless previously approved by the Director and the Treasurer.

7.2 FINAL CONTRACT AWARD

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

7.3 INSURANCE CERTIFICATES

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

7.4 PERFORMANCE BOND

Not applicable to this procurement.

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.

PRICE SCHEDULE

CASE STUDY BUDGET

**CONSULTING SERVICES: TRANSPORTATION RESEARCH CONSULTING,
DEPARTMENT OF TRANSPORTATION
Bid Number 08-X-39675**

Bidder's Name: _____

Refer to [RFP Section 2.1](#) for the definition of Labor Rate (Fully Loaded Firm Fixed Price) and All-Inclusive Hourly Rate.

The bidder shall provide a budget for its case study. The budget shall include its projected labor hours multiplied by the hourly rates (Unit Price). The total bid price for the case study will be used to rank bids. The bidder shall provide an hourly rate and zero (0) hours for labor titles that will not be dedicated to the case study but may be used for research projects performed under the contract resulting from this RFP

Price Line	Labor Rate Title	Unit	Unit Price (Fully Loaded Firm Fixed Rate) (A)	Budget Hours (B)	Total Budget Price (A) * (B)
1.	Chief Engineer	Hour			\$
2.	Project Manager	Hour			\$
3.	Project Engineer	Hour			\$
4.	Principal Engineer	Hour			\$
5.	Senior Engineer	Hour			\$
6.	Assistant Engineer	Hour			\$
7.	Engineering Technician	Hour			\$
8.	Clerk/Typist	Hour			\$
9.	Total Bid Price for Case Study (lines 1 through 8)				\$

For the purpose of the case study, the bidder must price its staff using the job titles provided in the Price Schedule. Changes, modifications or additions to job titles shall not be permitted.

Attachment 1 –Resume Format

The resumes should be formatted as depicted below.

Resume Format

Name:

Present Title:

Role for this Project: *Proposed role for the subject contract.*

Experience Summary: *Types of experience the proposed staff has that are applicable to the proposed project, e.g., requirements analysis, project management, training, conversion planning, etc. For each type of experience, the number of years of said experience must be identified.*

Job A:

Employed from (month/year) to (month/year):

Title:

Employer name, phone number, fax number and/or e-mail address:

Employer address:

Specific Project A:

Customer name:

Current telephone number, fax number and/or e-mail address:

Brief project description:

Time period individual assigned to project:

Percentage of time on specific project (based on full days, five days per week):

Continue with Projects B, C, etc., as needed.

Continue with Jobs B, C, etc., as needed.

Educational Background

School name (post-secondary education):

Location:

Type and date of degree received:

Specialized Training

Type of training and dates attended (months/year):

References:

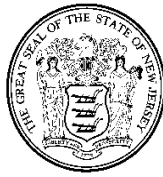
Provide the following information for each of two (2) references.

Name:

Position:

Current telephone number, fax number and/or e-mail address:

Relationship:



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. Box 230
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE
Governor

MICHELLENE DAVIS
Acting State Treasurer

To: All Interested Bidders
Date: October 11, 2007

Re: RFP #: 08-X-39675
Transportation Research Consulting: DOT
Bid Due Date: **October 30, 2007** (2:00 p.m.)

ADDENDUM #1

The following constitutes Addendum #1 to the above referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions.
Part 2: Additions, deletions, clarifications and modifications to the RFP

Bidders should note that not all questions received during the electronic questions and answer period are presented in this Addendum. The answers to remaining questions are pending and shall be released in a separate Addendum.

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

PART 1
Transportation Research Consulting: DOT
RFP Number 08-X-39675
Answers to Questions

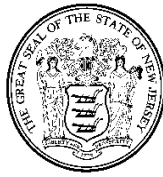
Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section where applicable.

#	Page #	RFP Section Reference	Question	Answer
1.		General	If a bidder's expertise is aviation, aerospace, and airport related may it bid with the intent to only accept projects related to our specific field?	Yes.
2.		General	Is the prime consultant required to be a "Small Business", or must the consultant team meet the goal of having 25% of the work performed by a "Small Business"?	Bidders should note that this solicitation is not designated as a set-aside for New Jersey registered small businesses rather this solicitation has set-aside goals for subcontractors registered as New Jersey small businesses.
3.		General	Please provide an address for delivery of bid proposals by a firm such as FedEx.	Please refer to Section 1.3.2, page 7 of the RFP.
4.		General	Is the 35-page limit only applicable to Section 2, Technical Proposal, of a bidder's proposal?	Yes.
5.		General	Do cover pages, cover letter and table of contents count in the 35-page limit?	No.
6.	21	4.4	This Section reference a Disaster Recovery Plan that is not mentioned elsewhere in the RFP. Must we include such a plan or may bidders disregard this reference.	Bidders may disregard the language about a Disaster Recovery Plan. Please refer to Part 2 of this Addendum.
7.		General	To be compliant with Small Business Set-aside Goals for subcontractors, must bidders include a subcontractor from each of the three (3) categories?	No, please refer to page five (5) and Section 4.4.3.6 of the RFP.
8.		General	Must a subcontractor complete any of the forms that bidders submit in response to Section 1 - Forms of its proposal?	No. However, subcontractors must provide all forms to the contractor after contract award.
9.		General	Would proposed changes to the Standard Terms & Conditions count against a bidder's 35-page limit in its Technical Proposal?	No.
10.	30	5.2	If the contract resulting from this RFP is extended, will the contractor have the opportunity to submit updated pricing?	No, please refer to Section 5.2 of the RFP.

PART 2
Transportation Research Consulting, DOT
RFP Number 07-X-39675

Additions, Deletions, Clarifications and Modifications to the RFP

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1.	21	4.4	The following language has been deleted from paragraph one (1) of this section of the RFP, " <i>Disaster Recovery Plan</i> "



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. Box 230
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE
Governor

MICHELLENE DAVIS
Acting State Treasurer

To: All Interested Bidders
Date: October 17, 2007

Re: RFP #: 08-X-39675
Transportation Research Consulting: DOT
Bid Due Date: **October 30, 2007** (2:00 p.m.)

ADDENDUM #2

The following constitutes Addendum #2 to the above referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions.
Part 2: Additions, deletions, clarifications and modifications to the RFP

Bidders should note that not all questions received during the electronic questions and answer period are presented in this Addendum. The answers to remaining questions are pending and shall be released in a separate Addendum.

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

PART 1
Transportation Research Consulting: DOT
RFP Number 08-X-39675
Answers to Questions

Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section where applicable.

#	Page #	RFP Section Reference	Question	Answer
1.		General	Will a joint venture of many consultants be acceptable?	Yes, as long as the joint venture complies with Section 1.4.8, page 11 of the RFP.
2.		Standard Terms and Conditions	The first paragraph states bidders can take exception to State's terms and conditions in its bid proposal. Is this correct or by our signature of the Bid Form does the bidder agree to all the terms and conditions without exception?	The purpose of this Q&A process is to allow bidders to express all questions and concerns on any of the RFP's terms and conditions. If the bidder had a concern about the terms and conditions, it should have submitted that concern as a question. Exceptions to the terms and conditions that are noted in a bid proposal, depending on the nature of the exception, could lead to a request by the State for the bidder to remove the exception and/or could lead to a determination by the State that the bid submission is non-responsive to the bid submission requirements because the bidder did not agree to perform the requirements of the RFP as specified.
3.		General	Do you see this contract as geared more for professional services and consulting firms, or for the academic/institutional community?	DOT considers this RFP as geared more for professional services and consulting firms.
4.		General	If a similar contract has been awarded and utilized in the past for a transportation research consultant, please identify the contract awardee.	A Treasury-issued contract has not been used to procure these services in the past. BOR has historically used task order agreements negotiated with New Jersey universities and colleges to procure research services. This RFP will enable BOR to augment its pool of potential researchers by expanding its ability to procure research work through professional services and consulting firms.
5.		General	Must bidder capabilities span all topics of research in DOT, or will DOT use multiple awards to accomplish coverage?	Multiple awards will be issued, however a firm with research experience and capacity over a wide spectrum of research domains is desirable.
6.		General	Are there incumbent contract holders and if not, are these services currently procured as a component of other existing contracts?	Please refer to the answer for Question # 4 of this Addendum.

#	Page #	RFP Section Reference	Question	Answer
7.		General	BOR has supervised through selected universities in the past. Consultants have served as co-principal investigators with universities on many research projects. Can consultants serve as prime consultants and investigators, with universities as sub-consultants?	A consultant may serve as the prime contractor with a university or college serving as a subcontractor.
8.	32	5.8	Will the contractor have the opportunity to disclose and present pre-existing intellectual property when responding to a Problem Statement that affords the same protection as intellectual property disclosed in a bidder's proposal?	Yes.
9.			Are modifications to a contractor's pre-existing intellectual property developed under the contract resulting from this RFP the property of the contractor? If not, would the State consider granting a license to use the modifications?	The State would consider a license arrangement with the contractor if the need arises.
10.		General	Can BOR provide a sample list of problem statements for research projects, technology transfer and survey disciplines, which are likely to be implemented?	Bidders may access the BOR website http://www.state.nj.us/transportation/refdata/research/ for examples of ongoing research and final reports of completed research studies.

PART 2

**Disaster Preparedness /Emergency Planning Services::
Special Needs Registry, OHSP
RFP Number 07-X-39152**

Additions, Deletions, Clarifications and Modifications to the RFP

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1.			