



Request for Proposal 07-X-39395

For: Repair Services, Motor Vehicles (Max. GVWR 11,500#) - Statewide

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	DATE	5:00 PM
Mandatory Pre-bid Conference	DATE	TIME
Mandatory Site Visit	DATE	TIME
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	DATE	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 <input checked="" type="checkbox"/> Entire Contract <input type="checkbox"/> Partial Contract <input type="checkbox"/> Subcontracting Only	Category <input checked="" type="checkbox"/> I <input checked="" type="checkbox"/> II <input checked="" type="checkbox"/> III
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RFP Issued By

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

Using Agencies

State of New Jersey
Cooperative Purchasing Members

Date: March 20, 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 the 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 Various State Agencies. The purpose of this RFP is to solicit bid proposals for Repair Services, Motor Vehicles Statewide to provide mechanical repair service for all types of state-owned automobiles and for trucks, vans, ambulances and buses 11,500 lbs. GVWR and under used by the state of New Jersey. The state also intends to award contracts to the four lowest bidders per each type of repair per county. A partial listing of vehicles currently in the state's fleet has been included with this RFP as an attachment. The purpose of this attachment is to provide the bidder with a fair representation of the age, types and models of vehicles currently in the state's fleet. It is not all-inclusive, but is to be used as a guide only. Awarded contractors will be responsible for the repair of any State vehicle, whether it is listed in the attachment or not.

Contracts awarded permit the purchase of parts, only if those parts are required, for a specific hourly repair service as covered hereunder. The purchase of "over the counter" auto parts for inventory purposes or for repairs performed by State personnel is specifically excluded.

The NJ Standard Terms and Conditions version 05 09 06 will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

The State intends to extend the contract[s] awarded to the Purchase Bureau's cooperative purchasing partners. These partners include quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges. Although the State, with the assent of the vendor(s), is making the use of any contract resulting from this RFP available to non-State Agencies, the State makes no representation as to the acceptability of any State RFP terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.

1.2 BACKGROUND

This is a reprocurement of the Repair Services – Motor Vehicles, Statewide term contract, presently due to expire on **August 31, 2007**. Bidders who are interested in the current contract specifications and pricing information may review the current contract T#0126 at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

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

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

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

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

1.3.2 SUBMISSION OF BID PROPOSAL

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

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

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

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

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, SELECT THE BID NUMBER ON THE BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML.

There are no designated dates for release of addenda. Therefore interested bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.

It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.

1.4.2 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are

opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP.

1.4.3 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

1.4.4 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. If 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.**

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 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

1.4.6 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. Some of the factors that may 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.

1.4.7 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder, Affirmative Action Employee Information Report, MacBride Principles Certification, and Business Registration or Interim Registration must be supplied for each party to a joint venture.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

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

Addendum - Written clarification or revision to this RFP issued by the Purchase Bureau.

Amendment - A change in the scope of work to be performed by the contractor after contract award. An amendment is not effective until signed by the Director, Division of Purchase and Property or his/her designee.

Bidder – A vendor submitting a bid proposal in response to this RFP.

Contract - This RFP, any addendum to this RFP, the bidder's bid proposal submitted in response to this RFP and the Division's Notice of Acceptance.

Contractor - The contractor is the bidder awarded a contract.

Director - Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Division - The Division of Purchase and Property.

Joint Venture – A business undertaking by two or more entities to share risk and responsibility for a specific project.

May - Denotes that which is permissible, but not mandatory.

Request for Proposal (RFP) - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of [the] Using Agency[ies], as identified herein.

Shall or Must - Denotes that which is a mandatory requirement.

Should - Denotes that which is recommended, but not mandatory.

State - State of New Jersey

Using Agency[ies]- The entity[ies] for which the Division has issued this RFP.

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

3.1 COMMODITY DESCRIPTION

The state intends to award contracts to the eight (8) lowest bidders per each type of repair, per county. A multiple source contract is justified under N.J.S.A 52:34-12.1 i.e. in order to furnish the quantities required by using agencies and to provide expeditious and cost-efficient local deliveries to using agencies. Agencies have advised that vehicle repair shops must be proximately located.

For some specific types of preventative maintenance and common repairs, a flat rate charge will apply. The prices for these services include labor and parts. Those will also be listed as a line item on the price sheet and award made to the four lowest responsive and responsible bidders per line per county.

Most types of general repairs are broken down and listed as line items on the price sheet for which an hourly labor rate and a mark up over the cost for parts is permitted. Contract awards will be made to the eight (8) lowest responsive and responsible bidders per line per county. Total final cost of repairs would be calculated based on the number of labor hours and cost for parts. This calculation will result in a price index used for price evaluation.

The bidder must indicate on **Attachment #1** which county(ies) it intends to service. Failure to indicate the county(ies) to be serviced will make it impossible to evaluate your bid and render it non-responsive and subject to rejection.

The bidder must have a full service repair facility in the county the bidder is bidding. Unless otherwise noted by the bidder, it will be assumed that the bidder's address shown on the front of the RFP is the location of the bidder's full service facility. If it is not, and bidder does not provide below the address and county of its full service repair facility for the county being bid, the bid will be rejected.

Also, if the bidder is bidding an additional county or counties other than the one in which they are located (based on address shown on front page of RFP), the complete address of the bidder's full service facility in the additional county or Counties must be provided below or bid for that county will be rejected.

Failure to provide either a street address or city/zip or county on **Attachment #1** will be cause for bid rejection for the affected portion of the bid.

3.2 SCOPE OF WORK

VEHICLE REPAIR SERVICE REQUIREMENTS:

In order to ensure a minimum of coverage in each county throughout the state, the bidder must be located in or have a full service facility in the county for which it is bidding. The bidder must be able to provide the service within the county it is bidding. Failure to comply with this requirement will result in rejection of the affected portion of the bid.

3.3 METHOD OF OPERATION FOR USING CONTRACTORS:

For all flat rate repairs where contractors have been awarded from lowest to highest, in each county, the using agency must document that the contractor selected is the lowest price contractor, where the cost of repairs and distance to the contractor's repair facility is considered. In making such a determination, the using agency may consider a contractor in an adjacent county as per section 5.0 of the RFP, for hourly repairs with parts pricing, a price index will be

calculated to determine bid pricing for each hourly. This price index will then be used to rank the contractors, in each county, in order of lowest priced to highest. The lowest priced contractor shall be contractor #1, the second lowest shall be contractor #2, the third lowest shall be contractor #3 and so on. The using agency must document that the contractor selected is the lowest price contractor, where the cost of repairs and distance to the contractor's repair facility is considered. In making such a determination, the using agency may consider a contractor in an adjacent county.

3.3.1 A contractor must have access to a minimum of two (2) bay areas in a garage facility and/or servicing area.

3.3.2 A contractor must have the qualified personnel, equipment and supplies to perform vehicle repairs as described in this proposal.

3.3.3 All work is to be completed within two (2) working days upon delivery of the vehicle. Any extension of this time must have prior approval by the garage foreman at the using agency location.

3.3.4 If more than one vehicle is being repaired at the same time, then the turnaround time shall mean two (2) days per using agency vehicle.

3.3.4 All repair cost estimates or quotations must be furnished to any agency requesting them at no charge.

3.3.6 Rebuilt or remanufactured parts can be used, subject to prior using agency approval.

3.3.7 Unless otherwise instructed by the using agency, all parts that are removed in the repair of a vehicle must be returned with that vehicle. Failure to comply may delay payment of your invoice.

3.3.8 After repair service is completed, the vehicle(s) will be subject to inspection by the using agency. If the repair services are not properly performed, the vehicle will be returned to the contractor for corrective repair service all corrective repair service shall be performed at no additional charge to the using agency.

3.3.9 Any repair services and/or parts that the contractor deems necessary, beyond the original repair request, must first be approved by the using agency.

3.3.10 Compliance with all Federal, State or Local Department of Environmental Protection standards or regulations be the responsibility of each contractor. No additional charges will be accepted for the proper disposal of any used fluids such as motor oil or antifreeze work performance vehicle repair service:

3.3.11 Type of work to be performed will cover all types of mechanical repairs normally performed on passenger vehicles, light duty commercial vehicles and van buses. The repair of vehicles over 11,500 lbs. GVWR is excluded from this proposal.

3.3.12 This repair service will include repairs, replacement, adjustments and/or overhaul of minor and major components.

3.3.13 Vehicle repair service, as described in this bid proposal, refers to mechanical repairs and **does not include any type of auto body repair.**

3.3.14 Where noted, flat rate pricing i.e., "per task" (which includes labor and parts) will be requested for specific repair/maintenance services. For these services, the contractor's flat rate price will include all parts and labor. Flat rate categories are listed below. All other repair categories of repair services required in this RFP are also listed below. Pricing for repairs listed in each category will be based on an hourly labor rate and parts pricing. Types of repairs required under each category include but are not limited to those examples listed under each category. All repairs provided will be priced according to the hourly labor rate and price for parts. Note: the hourly labor rate may be used to calculate diagnostic charges. However, diagnostic charges will only apply if the contractor has diagnosed a needed repair and the using agency chooses not have the vehicle repaired.

3.4 PASSENGER VEHICLES:

3.4.1 TUNE-UP TO INCLUDE ALL OF THE FOLLOWING- 4CYLINDER (PRICE LINE 00001) 6 CYLINDER (PRICE LINE 00002) 8 CYLINDER (PRICE LINE 00003) - (FLAT RATE)

3.4.1.1 Install new spark plugs at the manufacturer's recommended gap. Spark plugs to be equivalent to the spark plugs being replaced.

3.4.1.2 Check distributor cap and rotor for cracks, corroded connections, and excessive contact wear or carbon build-up.

3.4.1.3 Check primary and secondary wiring for performance.

3.4.1.4 Replace PCV Valve.

3.4.1.5 Check all hoses and tighten.

3.4.1.6 Remove cables from battery terminals, clean and reinstall.

3.4.1.7 Replace fuel filter.

3.4.1.8 Replace air filter.

3.4.1.9 Check all belts and adjust if necessary.

3.4.2 LUBE, OIL AND FILTER TO INCLUDE ALL OF THE FOLLOWING (PRICE LINE 00004) - (FLAT RATE)

3.4.2.1 Lubricate chassis and provide grease for steering and suspension.

3.4.2.2 Check all fluid reservoirs and add fluids, if necessary.

3.4.2.3 Change oil with premium motor oil that meets the vehicle manufacturer's recommendations (up to 5 quarts).

3.4.2.4 Change oil filter with national brand oil filter.

3.4.2.5 Inspect complete underside of vehicle, engine systems and brake system and report any repairs required.

3.4.2.6 Contractor to supply all oils and fluids.

3.4.2.7 Dispose of all used oil in accordance with all current Federal and State regulations, and at no additional cost to the State.

3.4.2.8 Check tire pressure and adjust to car manufacturer's specifications.

3.4.3. LUBE, OIL, FILTER AND AIR FILTER TO INCLUDE THE SAME AS ITEM B ABOVE PLUS AIR FILTER CHANGE (PRICE LINE 00005) - (FLAT RATE)

3.4.4. FOUR TIRE ROTATION (PRICE LINE 00006) - (FLAT RATE)

3.4.5. WHEEL BALANCING ONLY (PRICE LINE 00007) - (FLAT RATE)

3.4.5.1 Remove wheel from vehicle.

3.4.5.2 Balance wheel (bubble or electronic method) (including wheel weights).

3.4.5.3 Reinstall the wheel on the vehicle.

3.4.6 REPLACE ENGINE COOLANT (PRICE LINE 00008) - (FLAT RATE)

3.4.7 TRANSMISSION SERVICE CHANGE FLUID, FILTER AND GASKET AND ADJUST BAND (PRICE LINE 00009) - (FLAT RATE)

3.4.8 BRAKE SYSTEM (PRICE LINES 00010 ONLY FLAT RATE – 00011 HOURLY)

3.4.8.1 Resurface rotors and drums (price line 00010 only - flat rate).

All other brake work will based on hourly labor rate and parts pricing.) (price line 00011)

3.4.8.2 Replace brake linings and disc pads.

3.4.8.3 Repair or replace master cylinders, wheel cylinders, calipers, hoses, lines and bleed brake system.

3.4.8.4 Replace rotors and drums.

3.4.9 TIRE CHANGING AND WHEEL BALANCING (PRICE LINE 00012)

3.4.9.1 Remove wheel from vehicle, mount a new tire and inflate to tire manufacturer's specifications.

3.4.9.2 Balance tire by bubble or electronic method (including wheel weights).

3.4.9.3 Reinstall the wheel on the vehicle.

3.4.10 ENGINE REPAIRS (PRICE LINE 00013)

3.4.10.1 MINOR OPERATIONS

3.4.10.1.1 Valve jobs

3.4.10.1.2 Replace timing chain and gears

3.4.10.1.3 Replace camshafts

3.4.10.1.4 Replace seals

3.4.10.1.5 Replace motor mounts

3.4.10.2 MAJOR OPERATIONS

3.4.10.2.1 Replace

3.4.10.2.2 Overhaul

3.4.11 FUEL SYSTEM (PRICE LINE 00014)

3.4.11.1 Replace or repair carburetor

3.4.11.2 Replace fuel pump

3.4.11.3 Replace fuel lines/filters

3.4.11.4 Replace fuel tank

3.4.11.5 Check and repair emission control system

3.4.11.6 Repair electronic fuel injection system

3.4.12 COOLING AND HEATING SYSTEM (PRICE LINE 00015)

3.4.12.1 Replace or repair radiator

3.4.12.2 Replace water pump

3.4.12.3 Replace hoses

3.4.12.4 Replace thermostat

3.4.12.5 Replace heater core

3.4.12.6 Replace air conditioning system components

3.4.12.7 Flush and fill radiator

3.4.13 TRANSMISSION – MANUAL (PRICE LINE 00016)

3.4.13.1 MINOR OPERATIONS

3.4.13.1.1 Replace clutch assembly to include clutch disc, pressure plate, throw out bearing and flywheel.

3.4.13.1.2 Repair shifter assembly

3.4.13.2 MAJOR OPERATIONS

3.4.13.2.1 Repair transmission

3.4.13.2.1 Rebuild transmission

3.4.14 TRANSMISSION-AUTOMATIC (PRICE LINE 00017)

3.4.14.1 MAJOR OPERATIONS

3.4.14.1.1 Replace transmission

3.4.14.1.2 Repair transmission

3.4.15 TRANSAXLE-AUTOMATIC (PRICE LINE 00018)

3.4.15.1 MINOR OPERATIONS

3.4.15.1.1 Service, change oil, filter and adjust bands.

3.4.15.2 MAJOR OPERATIONS

3.4.15.2.1 Replace transaxle

3.4.15.2.2 Repair transaxle

3.4.16 ELECTRICAL SYSTEM (PRICE LINE 00019)

3.4.16.1 Replace starter

3.4.16.2 Replace alternator and regulator

3.4.16.3 Replace coil, distributor, cap, rotor and capacitor

3.4.16.4 Repair and replace switches, relays and lighting

3.4.16.5 Repair and replace wiring harness

3.4.17 SUSPENSION AND STEERING (PRICE LINE 00020)

3.4.17.1 Replace ball joints, tie rods, idler arms

3.4.17.2 Replace wheel bearings, front and rear

3.4.17.3 Replace springs and bushings, front and rear

3.4.17.4 Repair and replace steering box

3.4.17.5 Replace shock absorbers

3.4.17.6 Wheel alignment (toe in, caster and chamber)

3.4.17.7 Repair and replace rack and pinion.

3.4.18 EXHAUST SYSTEM (PRICE LINE 00021)

3.4.18.1 Repair and replace complete exhaust system (exhaust pipe and tail pipes, muffler, catalytic converter and hangers).

3.4.19 DRIVE COMPONENTS-REAR WHEEL DRIVE (PRICE LINE 00022)

3.4.19.1 MINOR OPERATIONS:

3.4.19.1.1 Repair drive shaft and u-joints.

3.4.19.2 MAJOR OPERATIONS:

3.4.19.2.1 Replace rear differential

3.4.19.2.2 Repair rear differential

3.4.20 DRIVE COMPONENTS - FRONT WHEEL DRIVE (PRICE LINE 00023)

3.4.20.1. MINOR OPERATIONS:

3.4.20.1.1 Repair drive shaft and constant velocity (CV) joints

3.4.20.2. MAJOR OPERATIONS:

3.4.20.2.1 Repair or replace differentials (transaxle)

3.4.21 WINDSHIELD WIPER REPAIRS (PRICE LINE 00024)

3.4.21.1 Repair or replace windshield wiper blades

3.4.21.2 Repair or replace wiper motors and wiper transmissions

3.5 TRUCKS AND BUSES

3.5.1 GASOLINE ENGINE TUNE-UPS, TRUCKS & BUSES (PRICE LINE 00025)

3.5.2 DIESEL ENGINE TUNE-UPS, TRUCKS & BUSES (PRICE LINE 00026)

3.5.3 LUBE, OIL AND FILTER GASOLINE ENGINE, TRUCKS & BUSES (PRICE LINE 00027)

3.5.4 LUBE, OIL AND FILTER DIESEL ENGINE, TRUCKS & BUSES (PRICE LINE 00028)

3.5.5 REPAIR, REPLACE OR OVERHAUL GASOLINE ENGINE, TRUCKS & BUSES (PRICE LINE 00029)

3.5.6 REPAIR, REPLACE OR OVERHAUL DIESEL ENGINE, TRUCKS & BUSES (PRICE LINE 00030)

3.5.7 FUEL SYSTEM GASOLINE ENGINE, TRUCKS & BUSES (PRICE LINE 00031)

3.5.8 FUEL SYSTEM DIESEL ENGINE, TRUCKS & BUSES (PRICE LINE 00032)

3.5.9 COOLING AND HEATING SYSTEMS, TRUCKS & BUSES (PRICE LINE 00033)

3.5.10 MANUAL TRANSMISSION INCLUDING AUXILIARY TRANSMISSIONS, TRUCKS & BUSES (PRICE LINE 00034)

3.5.11 AUTOMATIC TRANSMISSION, TRUCKS & BUSES (PRICE LINE 00035)

3.5.12 ELECTRICAL SYSTEM, TRUCKS & BUSES (PRICE LINE 00036)

3.5.13 SUSPENSION SYSTEM INCLUDING FOUR WHEEL DRIVE OVERLOAD AND AUXILIARY SPRINGS, AIR SUSPENSION SYSTEMS, TRUCKS & BUSES (PRICE LINE 00037)

3.5.14 EXHAUST SYSTEM, TRUCKS & BUSES (PRICE LINE 00038)

3.5.15 DRIVE COMPONENTS, TRUCKS & BUSES (PRICE LINE 00039)

3.5.16 BRAKE SYSTEMS INCLUDING AIR BRAKES AND ACCESSORY BRAKE LOCKS, TRUCKS & BUSES (PRICE LINE 00040)

3.5.17 TRUCK REFRIGERATION SYSTEMS (PRICE LINE 00041)

3.5.18 TRUCK HOISTS AND CRANES (PRICE LINE 00042)

3.5.19 TRUCK LIFT-GATES (PRICE LINE 00043)

3.5.20 BUS AND VAN WHEELCHAIR LIFTS (PRICE LINE 00044)

3.5.21 TRUCK HYDRAULIC SYSTEMS (PRICE LINE 00045)

3.5.22 TRUCK SNOW PLOWS AND SPREADERS (PRICE LINE 00046)

3.5.23 TRUCK WINCHES (PRICE LINE 00047)

3.5.24 TRUCK AND BUS SUSPENSION SEATS (PRICE LINE 00048)

3.5.25 TRUCK POWER-TAKE-OFFS (PRICE LINE 00049)

3.5.26 TACHOGRAPHS, SPEEDOMETERS AND TACHOMETERS (PRICE LINE 00050)

3.5.27 TRUCK AND BUS AIR CONDITIONING SYSTEM (PRICE LINE 00051)

3.6 PARTS PRICING (PRICE LINE 00052)

Parts pricing will be based on the bidder's markup over the cost of the part(s). The markup must be in the form of a percentage or that line item bid will be rejected. Note: Bidders offering any one or more of the hourly rate services must also bid the percentage mark up over cost for parts. The line item for parts pricing applies to all of the above categories of hourly labor rate repairs. Likewise, bidders offering a percentage mark up for parts must bid at least one of the hourly service rates. Failure to supply both hourly rates and parts pricing will result in the rejection of the entire hourly service portion of the RFP.

Note: All bus and truck repairs listed above are for vehicles 11,500 lbs. GVWR and under only.

3.7 LOCATIONS:

The following locations comprise the complete listing of current Central Motor Pool (CMP) and State Police garages and stations:

CMP (Central Motor Pool)

1. Main Administration Office & Repair Facility
605 South Board Street
Trenton, NJ 08625
2. Hammonton Repair Facility
253D North White Horse Pike (Rt. 30)
Hammonton, NJ
3. Clinton Repair Facility
C/O Hunterdon Developmental Center
Pittstown Road (Rt. 513)
Clinton, NJ 08808
4. Lawrenceville Repair Facility
161 Eggerts Crossing Road
Lawrenceville, NJ 08648
5. Keasbey Repair Facility
C/O Bayside State Prison
Route 47
Leesburg, NJ 08327
6. New Lisbon Repair Facility
C/O New Lisbon Developmental Center
Route 72
New Lisbon, NJ 08064
7. Newark Repair Facility
C/O Northern State Prison
Frontage Road
Newark, NJ 07114
8. Lodi Repair Facility
C/O National Guard Armory
Essex Street
Lodi, NJ 07644

State Police Garages - Troop A:

- A01 Absecon, Atlantic County
- A02 Bellmawr, Camden County
- A03 Bridgeton Station and Garage, Cumberland County
- A04 Hammonton garage, Atlantic County
- A05 Port Norris, Cumberland County
- A06 Red Lion, Burlington County
- A07 Tuckerton, Ocean County

A08 Woodbine, Cape May County
A09 Woodstown, Salem County

State Police Garages - Troop B:

B01 Bedminster Garage, Somerset County
B02 Hope, Warren County
B03 Netcong, Morris County
B04 Perryville, Hunterdon County
B05 Somerville, Somerset County
B06 Sussex Station and Garage, Sussex County
B07 Totowa Station and Garage, Passaic County
B08 Washington, Warren County

State Police Garages – Troop C:

C01 Allenwood Station and Garage, Monmouth County
C02 Bordentown Station and Garage, Burlington County
C03 Division Headquarters Garage, Mercer County
C04 Edison, Middlesex County
C05 Flemington, Hunterdon County
C06 Fort Dix, Burlington County
C07 Hightstown, Mercer County
C08 Princeton Garage, Mercer County
C09 Wilburtha, Mercer County

3.8 PRICING REQUIREMENTS

3.8.1 TASK REPAIRS

Specific vehicle repair services, where "task" is indicated on the price sheets are to be offered as a single flat rate. Any other method of pricing will be considered non-compliant and rejected.

3.9.1 HOURLY REPAIRS

All other categories of repair services listed in this proposal where "hour" is indicated must be bid as a single hourly labor rate. Any other method of pricing will be considered non-compliant and rejected.

3.9.2 REPAIR PARTS

For repair parts, bidders are to enter a **percentage** mark up from the bidder's cost (Contractor's cost basis). The billing for repair parts must be determined on the basis of the repair parts cost As per the following method:

3.9.2.1 Use of a markup (+) **percentage**, if bidder is bidding a markup over their cost, pricing percentage must be Indicated in the unit price column.

3.9.2.2 **Use a zero (0)** if you are bidding straight cost on parts.

3.9.2.2 **Only one percentage discount for parts may be offered.** Do not bid a spread or range of discounts as they will not be considered for an award and result in rejection of the hourly repair services portion of the bid.

3.9.2.3 If you leave the parts line blank, it will be assumed that you will be offering your parts to the state at cost (no discount).

3.9.2.4 You cannot change your markup percentage on parts at any time during the term of the contract and any extension(s) thereto.

3.9.2.5 For billing and price verification purposes, contractors must attach to all bills submitted for payment a separate invoice from their supplier, which clearly indicates the price paid for all parts sold to the state. This invoice must accompany all contractors' bills in order for payment to be authorized.

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/07x39395.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 NUMBER OF BID PROPOSAL COPIES

The bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit two (2) **full, complete and exact copies** of the original. The copies requested are necessary in the evaluation of the bid proposal. A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 BID PROPOSAL CONTENT

4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/07x39395.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/07x39395.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/07x39395.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 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x39395.shtml>.

4.4.2.2 SMALL BUSINESS SET-ASIDE CONTRACTS

This is a Set-Aside Contract for **Category I, II, or III** for Small Businesses. The bidder must be registered as a qualifying small business with the New Jersey Commerce, Economic Growth and Tourism Commission (Commerce) by the date the bid is received and opened. Evidence that the bidder has registered with Commerce as a small business should be submitted with the bid proposal.

*****IMPORTANT NOTE: EVEN IF THE BIDDER IS AN INCUMBENT CONTRACTOR AND/OR HAS BEEN PREVIOUSLY REGISTERED OR CERTIFIED UNDER THE FORMER SBE/MBE/WBE PROGRAM, THE BIDDER WILL NEED TO BE SURE THAT IT IS REGISTERED ON THE DAY OF BID RECEIPT AND OPENING WITH THE COMMERCE COMMISSION UNDER THE NEW, SMALL BUSINESS PROGRAM TO BE ELIGIBLE FOR AWARD. THE TELEPHONE NUMBER TO CALL COMMERCE TO CHECK REGISTRATION STATUS IS 609 292-2146.*****

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/07x39395.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/07x39395.shtml>.

4.4.4 SUBMITTALS

Attachment #1 must be completed with a listing of the county(ies) to be served as well as the listing of full service repair facility locations and submitted with the bid proposal. Failure to submit this information on Attachment #1 will be cause for rejection of the bid proposal.

In addition to the above requirements, the bidder is encouraged to submit its price list(s) in the form of a CD in PDF or text format. However, the preprinted hard copy paper price list must be included with the bid proposal.

4.4.4.1 BIDDER EXPERIENCE - DATA SHEETS

The bidder must provide all of the information requested in the Bidder's Data Packet located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/07x39395.shtml>.

4.4.4.2 SAMPLES/SAMPLE TESTING

Not applicable to this RFP

4.4.5 FINANCIAL CAPABILITY OF THE BIDDER

Upon request, In order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit two years of certified financial statements that include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects

the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

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.

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

The State reserves the right to make the determination whether to accept the bidder's assertion of confidentiality and will advise the bidder accordingly.

4.4.6 PRICING

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

4.4.7 PRICING SHEET INSTRUCTIONS

4.4.7.1 For price lines 00001 – 00010 flat rate pricing i.e., "per task" (which includes labor and parts) will be requested for specific repair/maintenance services. For these services, the contractor's flat rate price will include all parts and labor.

4.4.7.2 Bidders that provide any prices per hour for repairs on price lines 00011 – 00051 must also submit a percentage markup for parts on price line 00052.

Likewise, bidders offering a price percentage markup for price line 00052 as price line 00052 will only be used in conjunction with price lines 00011 – 00051. **NO PARTS MAY BE ORDERED ALONE, ALL PARTS MUST BE USED FOR A REPAIR ORDER.** Bidders' failure to submit a markup percentage on price line 00052 will result in their bid being considered non-responsive.

NOTE: bidders may bid zero (0) markup.

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 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/07x39395.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and the NJ Standard Terms and Conditions version 05 09 06, and any Addendum to this RFP, the Addendum shall govern.

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

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of two (2) years. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP: <http://www.state.nj.us/treasury/purchase/bid/summary/07x39395.shtml>. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of, **two (2)**, one-year periods, by the mutual written consent of the contractor and the Director. **Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than 45 days after contract expiration.**

5.3 CONTRACT TRANSITION

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

5.4 CONTRACT AMENDMENT

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

5.5 CONTRACTOR'S WARRANTY

- a) The Contractor is responsible for the quality, technical accuracy, timely completion and delivery of all deliverables and other services to be furnished by the Contractor under the Contract. The Contractor agrees to perform in a good, skillful and timely manner all services set forth in the Contract.
- b) The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services and deliverables furnished under the Contract. The approval of interim deliverables furnished under the Contract shall not in any way relieve the Contractor of fulfilling all of its obligations under the Contract. The

acceptance or payment for any of the services rendered under the Contract shall not be construed as a waiver by the State or Agency, of any rights under the agreement or of any cause of action arising out of the Contractor's performance of the Contract.

- c) The acceptance of, approval of or payment for any of the services performed by the Contractor under the Contract shall not constitute a release or waiver of any claim the State or Agency, has or may have for latent defects or errors or other breaches of warranty or negligence.

5.6 ITEMS ORDERED AND DELIVERED

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

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

5.7 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.

5.8 MANUFACTURING/PACKAGING REQUIREMENTS

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

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

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

5.9 CLAIMS

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

5.10 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as required by in paragraph 3.19 of the NJ Standard Terms and Conditions version 05 09 06, located on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/07x39395.shtml>, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

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

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

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

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

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

6.0 PROPOSAL EVALUATION

6.1 EVALUATION CRITERIA

The following criteria will be used to evaluate all bid proposals that meet the requirements of this RFP. The criteria are not necessarily listed in order of importance:

6.1.1 Price

6.1.2 Experience of the bidder

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

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

Prior to contract award and with the exception of scheduling a review of submitted bids, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal with the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

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

The purpose of such communication with the bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

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

6.3 BID DISCREPANCIES

In evaluating bids:

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

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.

7.2 FINAL CONTRACT AWARD

Contract award[s] shall be made with reasonable promptness by written notice to the eight (8) low responsible bidder(s) for each listed repair per each region, 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.

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.