



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
PURCHASE BUREAU
33 WEST STATE STREET
PO Box 230
TRENTON, NEW JERSEY 08625-0230

NOTICE OF AWARD (NOA)

FOR

Hybrid Electric Vehicles, SUV, Compact/Full-Size, 2WD/4WD/AWD (T-2297)

Bid Number: 09-X-20389

Date Issued: 3/3/09

Using Agency

State of New Jersey
Cooperative Purchasing Members

The NOA consists of the following:

1. NOA text, which includes
 - a. Original Request for Proposal (RFP) specifications text
 - b. Standard Terms and Conditions
2. Vendor information sheet
3. Contract items by vendor
4. Contract items by price lines (in numerical order)

Note:

1. For information pertinent to this contract and all other New Jersey motor vehicle contracts (both road and off-road vehicles), visit the contracts website at the following address (lowercase):

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

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**IMPORTANT NOTICE -
NEW "PAY-TO-PLAY" RESTRICTIONS TO TAKE EFFECT NOVEMBER 15, 2008**

Note: This is for informational purposes only. Certification is to be completed upon award.

Governor Jon S. Corzine recently signed Executive Order No. 117, which is designed to enhance New Jersey's efforts to protect the integrity of government contractual decisions and increase the public's confidence in government. The Executive Order builds on the provisions of P.L. 2005, c. 51 ("Chapter 51"), which limits contributions to certain political candidates and committees by for-profit business entities that are, or seek to become, State government vendors.

Executive Order No. 117 extends the provisions of Chapter 51 in two ways:

1. The definition of "business entity" is revised and expanded so that contributions by the following individuals also are considered contributions attributable to the business entity:
 - Officers of corporations and professional services corporations, with the term "officer" being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1), with the exception of officers of non-profit entities;
 - Partners of general partnerships, limited partnerships, and limited liability partnerships and members of limited liability companies (LLCs), with the term "partner" being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1); and
 - Spouses, civil union partners, and resident children of officers, partners, LLC members and persons owning or controlling 10% or more of a corporation's stock are included within the new definition, except for contributions by spouses, civil union partners, or resident children to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides.
2. Reportable contributions (those over \$300.00 in the aggregate) to legislative leadership committees, municipal political party committees, and candidate committees or election funds for Lieutenant Governor are disqualifying contributions in the same manner as reportable contributions to State and county political party committees and candidate committees or election funds for Governor have been disqualifying contributions under Chapter 51.

Executive Order No. 117 applies only to contributions made on or after November 15, 2008, and to contracts executed on or after November 15, 2008.

Updated forms and materials are currently being developed and will be made available on the website as soon as they are available. In the meantime, beginning November 15, 2008, prospective vendors will be required to submit, in addition to the currently required Chapter 51 and Chapter 271 forms, the Certification of Compliance with Executive Order No. 117. The Certification of Compliance form for Executive Order No. 117 can be found here: http://www.state.nj.us/treasury/purchase/forms/EO_117_NOTICE.doc

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 State Agencies, Quasi-State Agencies and other Cooperative Purchasing Program participants. The purpose of this RFP is to solicit bid proposals for the purchase of new 2009 or later model year specified unit. However, introductory 2009 model year vehicles are excluded from this RFP and will not be considered for award. Only models introduced a full model year prior to 2009 models will be accepted for consideration.

The intent of this RFP is to award a contract to that responsible bidder whose bid proposal, conforming to this RFP is most advantageous to the State, price and other factors considered. However, the State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

The NJ Standard Terms and 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.

The State intends to extend the awarded contracts 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 T-2297 (Hybrid Gasoline-Electric Vehicle (HEV), 2WD/4WD) term contract. Previously, as a part of term contract T-2297, the following contracts were established:

<u>Section</u>	<u>Description</u>	<u>Bid#/Contract #</u>	<u>Contract Price</u>	<u>Contract Utilization</u>
1	Hybrid SUV, 103" Wheelbase, 2WD	08-X-39446/A71077	\$24,618.00	5%
2	Hybrid SUV, 103" Wheelbase, 4WD	08-X-39446/A71077	\$26,231.00	65%
3	Hybrid SUV, 106" Wheelbase, 2WD	08-X-39446/A71078	\$30,487.00	20%
4	Hybrid SUV, 116" Wheelbase, 2WD	08-X-39446/A71079	\$45,550.00	5%
5	Hybrid SUV, 116" Wheelbase, 4WD	08-X-39446/A71079	\$47,999.69	5%

All information pertinent to these awards is available at the Purchase Bureau's Vehicle Contracts website: <http://www.state.nj.us/treasury/purchase/noa/contracts/t2297.shtml>

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 following 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>.

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

In the event that it becomes necessary to revise this RFP, such 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](http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml).

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

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

1.4.2 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP.

1.4.3 COST LIABILITY

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

1.4.4 CONTENTS OF BID PROPOSAL

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

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

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. 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. 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 Audit 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 bidder fails to respond, its bid shall be considered withdrawn, and no further consideration shall be given to 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 a result of this RFP.

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

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

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

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

Contractor - The contractor is the bidder awarded a contract.

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

Division - The Division of Purchase and Property.

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

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

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

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

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

State - State of New Jersey

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

2.2 CONTRACT SPECIFIC DEFINITIONS

State Agency - Any department or agency, which is a part of the New Jersey State government, such as the Department of Transportation, Department of Environmental Protection, Department of Corrections, Department of Human Services, Department of Law and Public Safety and Department of the Treasury. For a complete list of all State agencies, visit the State website at (lowercase): www.state.nj.us.

Non-State Agency - Any using Agency other than the State agencies. Any quasi-State agency (New Jersey Turnpike, for example) or political sub-division is a non-State Agency. 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.

Using Agency – Any agency authorized to use the contract resulting from this RFP. All State and non-State agencies are authorized to use the contract resulting from this RFP, if the contractor agrees to extend its contract to political sub-divisions. If not, only State and quasi-State agencies will be the authorized users.

Ordering Agency - Any using agency placing a purchase order based upon the contract resulting from this RFP.

Term Contract – Recurring contract. Contract established as a result of this RFP will be a term contract, established for a period shown on the signatory page, and reprocurd (new contracts established) prior to the contract expiration date, to provide continuation of service. Term contract is normally identified with a contract index number (T#), T-0098 for example. A term contract, if agreed by the contractor, is extended to all State and non-State agencies.

Unit - Vehicle ("truck", "SUV", "product", "commodity", "Hybrid", "HEV", "HV" or "item") or Hybrid Gasoline-Electric Vehicles, SUV's, as specified herein, made available for outright purchase as a new, unused unit under a contract established as a result of this RFP.

WB - Wheelbase, the distance between the centerlines of front and rear axles.

MSRP - Manufacturer's Suggested Retail Price (manufacturer's list price).

Hybrid Vehicle – Hybrid gasoline-electric vehicle (HEV or HV) - A vehicle that uses an on-board rechargeable energy storage system (RESS), recharged by its own regenerative braking system and internal combustion engine, for better fuel economy and low emissions.

PZEV – Partial Zero Emissions Vehicle.

SAE - Society of Automotive Engineers

ASTM - American Society for Testing Materials

NJMVC or NJDMV - New Jersey Motor Vehicle Commission, formerly known as Division of Motor Vehicles

FMVSS - Federal Motor Vehicle Safety Standards, as established by National Highway Traffic Safety Administration

Line Set Sheet – Line set ticket/sheet is a summary list of all features, items and accessories included in the vehicle.

Factory Order Entry Confirmation – When a contractor enters the purchase order in the manufacturer's order bank successfully, it receives this confirmation.

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

3.1 CONTRACT UTILIZATION

3.1.1 This RFP has been developed to establish a term contract to procure the specified unit as a service to the State agencies and Cooperative Purchasing participants. Introductory 2009 model year vehicles are excluded from this RFP and will not be considered for award. Only models introduced a full model year prior to 2009 models will be accepted for consideration.

3.1.2 The total amount of all contract purchases listed on the signatory page of this RFP is only an estimate. The State makes no representation and provides no guarantee as to the minimum, average or maximum volume of purchase made under this contract. The State, however, reserves the right to bid for any specific large volume purchases during the term of this contract.

3.2 CONTRACT SPECIFIC REQUIREMENTS

3.2.1 The bidder must be able to certify that it is a franchised and/or authorized factory representative and is able to furnish the specified unit. The State reserves the right to require that such certification be delivered within five (5) working days from the time it is requested.

Manufacturer's Certificate: Dealers or agents submitting a bid proposal may be required to submit a letter of certification from the manufacturer whose product is bid, certifying that the bidder is authorized by the manufacturer to bid the unit specified. It will be the responsibility of the manufacturer to notify the State of New Jersey of any changes in the status of the bidder franchise.

3.2.2 and 3.2.4 RESERVED

3.2.5 By submitting a bid proposal, the bidder covenants and agrees that it has satisfied itself that it fully understands its obligation and that it will not make any claim for, or have any right to cancellation or relief, without penalty, because of any misunderstanding.

3.2.6 The unit outlined in this specification is for a standard manufacturer's product line available to the general public.

3.2.7 A bidder shall provide a new unit only. No used unit is acceptable.

3.2.8 This RFP is for the outright purchase of the contract unit only; leasing of the contract unit or trade-in against the purchase of the contract unit is not permitted.

3.2.9 The bidder shall ensure that the manufacturer whose product is bid has a servicing dealer or service location within a reasonable distance from Trenton, NJ, deemed reasonable by the State, for warranty service recall and/or repair. The servicing dealer or location must be equipped with and able to deliver new spare parts within twenty-four (24) hours.

3.2.10 All components of each unit supplied under the contract established shall be identical, i.e., alternators, filters, distributors, etc.

3.2.11 Aftermarket installation is permitted. Any intent to utilize aftermarket installers must be described in Section 3.2.11.5 with a list of aftermarket installer(s), other than the prime unit manufacturer, who will supply or install all aftermarket items required. If the bidder is a dealer or distributor for the aftermarket equipment, the bidder must so state in Section 3.2.11.5 and will be solely responsible for the equipment, installation and warranty. If a bid proposal does not provide an aftermarket installer(s)' list and/or dealer declaration, the State reserves the right to request such information from the bidder. The bidder must respond to such request within twenty-four (24) hours. If the information requested is not received within twenty-four (24) hours, the bid proposal shall be rejected.

3.2.11.1 The contractor is responsible for assuring aftermarket installer(s)' compliance with all terms and conditions of this RFP. The contractor will assume sole responsibility for any payments due the aftermarket installer(s). Nothing contained in the RFP shall be construed as creating any contractual relationship between any aftermarket installer(s) and the State.

3.2.11.2 The State reserves the right to approve the use of aftermarket installer(s) and all contractual agreements between the contractor and the aftermarket installer(s).

3.2.11.3 If a contractor desires to substitute any aftermarket installer(s) listed in the bid proposal, the contractor will so notify the State and provide the required information on the proposed aftermarket installer(s). The State reserves the right to reject any proposed substitute aftermarket installer(s).

3.2.11.4 The State reserves the right to demand the same information on any aftermarket installer(s) as is required from the bidder under this RFP.

3.2.11.5 List of Aftermarket Installers:

The bidder is to provide name, address, phone number, fax number and e-mail address of aftermarket installer(s) below:

NONE

3.2.12 TECHNICAL COMPLIANCE DECLARATION

IMPORTANT NOTE: Bidders are strongly advised not to take any deviations or substitutions.

3.2.12.1 If a bidder takes any deviation or provides any substitutions, the bidder will make modifications to the descriptive literature included with the bid proposal and list those modifications in the corresponding spaces of the bid proposal (**“Deviation or Substitution” spaces provided at the end of each item in Section 3.4 of the RFP**). Failure to supply the required information in the prescribed manner may disqualify the bid proposal. No deviation or substitution will be permitted after bid opening.

3.2.12.2 A bidder shall list and explain in detail all deviations or substitutions taken in its bid proposal. All deviations or substitutions are to be neatly printed or typed. If no deviation or substitution is taken, the word “NONE” is to be neatly printed or typed in the space provided. **In the event no deviation or substitution is noted, the State will assume that it will receive exactly what the specifications stipulate.** Failure to list deviations or substitutions in the prescribed manner may disqualify the bid proposal.

3.2.12.3 It is the responsibility of bidders to list any deviations or substitutions in a conspicuous manner, as prescribed in Section 3.2.12.2 of the RFP. Bid proposals with a concealed or stealthy deviation or substitution may be disqualified. RFP terms, conditions and specifications shall not be altered or modified. Alteration or modification of the RFP terms, conditions or specifications in a furtive manner, including manipulation of electronic RFP document through software tools, document format conversion or printer driver shall cause bid rejection. Such alteration or manipulation of the RFP document is a serious violation of the RFP terms, specifically Section 1.7 and 1.8 of the Standard Terms and Conditions, and shall cause, if awarded due to lack of consideration of the concealed deviation or substitution, contract termination, debarment or suspension of the contractor from contracting with the State pursuant to NJAC 17:12-6 et seq. and disqualification of the contractor from award of future State contracts. The Division’s Contract Compliance and Audit Unit (“CCAUC”) maintains the vendor performance file, which may be shared with other local, State and Federal agencies.

3.2.12.4 It is the responsibility of the bidder, when taking any deviation or offering a substitute, to furnish proof via manufacturer's drawing, blueprints, specifications, certifications, etc., that such is equal or superior to the vehicle specified.

3.2.12.5 The State reserves the right to reject any deviation or substitution that is deemed to be not an equal.

3.2.13 The bidder must provide complete and accurate information as required on a price line in a prescribed manner.

3.2.14 Inspections:

3.2.14.1 The State reserves the right to inspect the bidder's and/or aftermarket installer(s)' facility. This provision applies during the bid evaluation period, the contract term and any extension(s) thereof.

3.2.14.2 Pre-acceptance Inspections: The ordering agency reserves the right to inspect the unit at the contractor's facility or require that the unit be available for inspection at the agency site. If, during inspection at the agency site, it becomes apparent that corrections/alterations have to be made to the unit to comply with the contract specifications which cannot be accomplished at the ordering agency facility, the unit will be rejected and the contractor must transport the unit to its facility at no expense to the agency. After the unit is brought up to the contract specifications, it will be delivered back to the ordering agency for re-inspection at the expense of the contractor. For further pre-delivery inspection(s) and pre-acceptance requirements, refer to Section 3.5 of this RFP.

3.2.14.3 For all inspections performed at the contractor's site, the contractor must provide a bay in the repair shop to facilitate the inspection of the unit.

3.2.14.4 The final inspection and acceptance of the unit shall be at the ordering agency.

3.2.15 The bidder is required to have and maintain throughout the contract term and any extension(s) thereof a service location responsible for delivery, inspection(s) and servicing of the contract units within a reasonable distance from Trenton, New Jersey, deemed reasonable by the State. Bidders may use an aftermarket installer's location to satisfy this requirement, provided such disclosure is made in the bid proposal. As stated in 3.2.11, any use of aftermarket installer(s) shall not relieve the contractor from its obligations under the contract established as a result of this RFP.

3.2.16 OEM Equipment/Parts: All of the standard and optional equipment/parts provided are to be original equipment manufacturer's item when available.

3.3 VEHICLE SPECIFICATIONS, PART I – COMMON SPECIFICATIONS

IMPORTANT NOTE: Bidders must provide all information required throughout this section in the spaces provided.

3.3.1 **Each vehicle shall include the following:**

- 3.3.1.1 Air conditioning
- 3.3.1.2 Automatic transmission
- 3.3.1.3 Power regenerative anti-lock braking system
- 3.3.1.4 California emissions, if available at no extra charge
- 3.3.1.5 Driver and passenger-side front and side-impact air bags
- 3.3.1.6 Rear window defroster
- 3.3.1.7 Outside rearview mirrors, left and right
- 3.3.1.8 Intermittent windshield wipers, front
- 3.3.1.9 AM/FM radio

Note: Manufacturer's standard GPS (Global Positioning System) based security system, such as OnStar, and/or XM/Sirius satellite radio may be deleted.

- 3.3.1.10 Manufacturer's bolt-on wheel covers for steel wheels, if available. If not, manufacturer's standard or optional regular wheel covers will be acceptable. Manufacturer's aluminum wheels are acceptable.
- 3.3.1.11 Manufacturer's standard or optional spare tire/wheel
- 3.3.1.12 Any option that is available at no extra charge and selected by a using agency

3.3.1.13 Front and rear floor mats

3.3.2 IMPORTANT NOTE: Each unit and its components shall be completely assembled, serviced and ready for use when delivered to the ordering agency. Unless specified otherwise; any parts, components, equipment, controls, materials, features, performances, capacities, ratings or designs which are standard and/or necessary to form an efficient and complete working unit shall be furnished whether specifically required herein or not. Any item not specified herein but deemed necessary for the application shall be supplied and shall meet the Industry standards and practices, Federal and New Jersey Safety Standards and Regulations, and SAE and other applicable standards.

3.3.3 IMPORTANT NOTE: Unless specified otherwise, it is imperative that the bidder furnish any item (part, component, equipment, feature, control, material, performance, capacity, rating, design and/or accessory) included in manufacturer's standard or base vehicle covered under manufacturer's, model noted on the price line bid whether explicitly specified herein or not and even if the item can be deleted using manufacturer's delete option. Unless specified otherwise, the bidder shall not delete manufacturer's standard item using manufacturer's delete option or any aftermarket option. A CD changer included in manufacturer's standard vehicle, for example, shall not be deleted even though the CD changer is not explicitly specified in this RFP and even if manufacturer's CD changer delete option is available for credit. **No exception shall be permitted to this requirement.**

3.3.4 Each vehicle shall be delivered with at least 1/2 tank of fuel.

3.3.5 Each vehicle furnished must be protected to -20° F, with a permanent type anti-freeze.

3.3.6 Vehicles provided shall be Chevrolet/GMC, Saturn, Ford/Mercury, Dodge/Chrysler, Toyota, Mazda, Nissan or approved equal make standard vehicles with the necessary upgrades and/or accessories. All accessories shall be supplied and installed by the manufacturer. Dealer installation is permitted, if factory installation is not available.

3.3.7 Reserved.

3.3.8 Undercoating and Finish: Manufacturer's standard undercoating is acceptable. Ordering agency will specify manufacturer's standard one-tone color at the time of ordering.

3.3.9 Manuals: The contractor shall supply vehicle operation and maintenance manuals and any other manual that the vehicle manufacturer supplies as a standard manual, including any line set sheet. The manuals shall be delivered directly to the ordering agency, upon delivery of the first unit. Failure to supply these manuals shall hold up processing of invoices for payment.

3.3.10 Training: Complete instructions on the operation and maintenance of each vehicle and a demonstration on the operation of the vehicle shall be given by the contractor, if requested by the ordering agency. Training is to include operator training with instruction on proper operation and basic preventive maintenance of the vehicle.

3.3.11 Brand Names: It should be understood that specifying a brand name, components and/or equipment in this specification shall not relieve the contractor from its responsibility to produce the vehicle in accordance with the performance warranty and contractual requirements.

3.3.12 Guarantee/Warranty: The contractor must provide a minimum 3 year/36,000 mile bumper to bumper warranty. The contractor must guarantee that the vehicle and all its component parts will comply with the current, applicable Federal Motor Vehicle Safety Standards (FMVSS) and New Jersey State Motor Vehicle Code Regulations, performs their functions adequately, and operates successfully without undue wear or vibration. The contractor agrees to immediately replace and install free of charge any part that may break or fail by reason of defective material or workmanship within a minimum period of three (3) years from the date of acceptance by the agency.

Bidder is to indicate standard warranty which exceeds the specified 3 year/36,000 mile bumper to bumper warranty period:

Section 1 Vehicle:

Coverage: [Bumper to Bumper and Powertrain warranties.](#)

Warranty period: [Bumper to Bumper – 3yr/36,000 miles, Powetrain – 5yr/60,000 miles.](#)

Parts covered: [Yes](#) ; Labor covered: [Yes](#)

Parts and/or labor 100% covered: [Yes](#)

Deductible: [0](#)

Section 2 Vehicle:

Coverage: [Bumper to Bumper and Powertrain warranties.](#)

Warranty period: [Bumper to Bumper – 3yr/36,000 miles, Powetrain – 5yr/60,000 miles.](#)

Parts covered: [Yes](#) ; Labor covered: [Yes](#)

Parts and/or labor 100% covered: [Yes](#)

Deductible: [0](#)

Section 3 Vehicle:

Coverage: [Powertrain – 60 months/60,000 miles](#)

Warranty period: [36 months/36,000 miles](#)

Parts covered: [Yes](#) ; Labor covered: [Yes](#)

Parts and/or labor 100% covered: [Yes](#)

Deductible: [0](#)

Section 4 Vehicle:

Coverage: [3yr/36,000 miles entire vehicle, Powertrain 5yr/100,000 miles](#)

Warranty period: [3yr/36,000 miles entire vehicle, Powertrain 5yr/100,000 miles](#)

Parts covered: [Yes](#) ;Labor covered: [Yes](#)

Parts and/or labor 100% covered: [Yes](#)

Deductible: [0](#)

Section 5 Vehicle:

Coverage: [3yr/36,000 miles entire vehicle, Powertrain 5yr/100,000 miles](#)

Warranty period: [3yr/36,000 miles entire vehicle, Powertrain 5yr/100,000 miles](#)

Parts covered: [Yes](#) ; Labor covered: [Yes](#)

Parts and/or labor 100% covered: [Yes](#)

Deductible: [0](#)

3.3.13 The successful bidder must supply the following at the time of delivery:

3.3.13.1 [Manufacturer's Certificate of Origin](#)

3.3.13.2 [New Vehicle Inspection Sticker](#)

3.4 VEHICLE SPECIFICATIONS, PART II – VEHICLE SPECIFIC REQUIREMENTS

IMPORTANT NOTE:

1. Introductory 2009 model year vehicles are excluded from this RFP and will not be considered for award. Only models introduced a full model year prior to 2009 models will be accepted for consideration.

Bidders must provide all information required throughout this RFP in the spaces provided. Bidders bidding more than one make/model for the same section (price line item) must copy the specifications page and price sheet for that section for each additional vehicle bid and submit with the bid proposal.

3.4.1 SECTION 1: HYBRID SUV, 103" WB, 2WD (PRICE LINE: 1)

3.4.1.1 Hybrid Gasoline-Electric Vehicle, SUV, 103" WB, 2WD (Price Line: 1)

3.4.1.1.1 GVWR: 4,000 lb. Wheelbase: 103" Drive Train: 2-wheel drive

3.4.1.1.2 Engine: Hybrid Gasoline/Electric, 4-cylinder, 2.3 liter

3.4.1.1.3 Fuel Tank: 15 gallon capacity

3.4.1.1.4 Passenger: 5

3.4.1.1.5 Cargo Volume: 27 cu. ft.

3.4.1.1.6 ([Common Specifications – 3.3](#))

Deviation or Substitution: [NONE](#)

3.4.2 SECTION 2: HYBRID SUV, 103" WB, 4WD (PRICE LINE: 2)

3.4.2.1 Hybrid Gasoline-Electric Vehicle, SUV, 103" WB, 4WD (Price Line: 3)

3.4.2.1.1 GVWR: 4,000 lb. Wheelbase: 103" Drive Train: 4-wheel drive

3.4.2.1.2 Engine: Hybrid Gasoline/Electric, 4-cylinder, 2.3 liter

3.4.2.1.3 Fuel Tank: 15 gallon capacity

3.4.2.1.4 Passenger: 5

3.4.2.1.5 Cargo Volume: 27 cu. ft.

3.4.2.1.6 ([Common Specifications – 3.3](#))

Deviation or Substitution: **NONE**

3.4.3 SECTION 3: HYBRID SUV, 109" WB, 4WD (PRICE LINE: 3)

3.4.3.1 Hybrid Gasoline-Electric Vehicle, SUV, 106" WB, FWD (Price Line: 5)

3.4.3.1.1 GVWR: 5,900 lb. Wheelbase: 109" Drive Train: 4-wheel drive

3.4.3.1.2 Engine: Hybrid Gasoline/Electric, 6-cylinder, 3.3 liter

3.4.3.1.3 Fuel Tank: 17 gallon capacity

3.4.3.1.4 Passenger: 5

3.4.3.1.5 Cargo Volume: 42 cu. ft.

3.4.3.1.7 ([Common Specifications – 3.3](#))

Deviation or Substitution: **NONE**

3.4.4 SECTION 4: HYBRID SUV, 116" WB, 2WD (PRICE LINE: 4)

3.4.4.1 Hybrid Gasoline-Electric Vehicle, SUV, 116" WB, 2WD (Price Line: 7)

3.4.4.1.1 GVWR: 7,100 lb. Wheelbase: 116" Drive Train: 2-wheel drive

3.4.4.1.2 Engine: Hybrid Gasoline/Electric, 8-cylinder, 6.0 liter

3.4.4.1.3 Fuel Tank: 26 gallon capacity

3.4.4.1.4 Passenger: 8

3.4.4.1.5 Cargo Volume: 16 cu. ft.

3.4.4.1.6 ([Common Specifications – 3.3](#))

Deviation or Substitution: **NONE**

3.4.5 SECTION 5: HYBRID SUV, 116" WB, 4WD/AWD (PRICE LINE: 5)

3.4.5.1 Hybrid Gasoline-Electric Vehicle, SUV, 116" WB, 4WD/AWD (Price Line: 9)

3.4.5.1.1 GVWR: 7,000 lb. Wheelbase: 116" Drive Train: 4-wheel or all wheel drive

3.4.5.1.2 Engine: Hybrid Gasoline/Electric, 8-cylinder, 5.7 liter

3.4.5.1.3 Fuel Tank: 26 gallon capacity

3.4.5.1.4 Passenger: 7 or 8

3.4.5.1.5 Cargo Volume: 16 cu. ft.

3.4.5.1.6 ([Common Specifications – 3.3](#))

Deviation or Substitution: **NONE**

3.5 CONTRACT IMPLEMENTATION

3.5.0.1 Note: In the event of manufacturer's price decrease and/or model rebate during the contract period, the State shall receive full benefit of such price reduction on any subsequent order placed during the contract period, in accordance with 4.1 (price fluctuation during the contract) of the Standard Terms and Conditions. The State reserves the right to request any information on price concessions, price reductions, monetary benefits, rebates or any promotional programs offered by the manufacturer, and verify the information provided by the contractor with the manufacturer or any third party any time during the term of the contract. The State must be notified, in writing, of any price reduction or rebate within five (5) days of the effective date. In an exceptional situation of abnormal, unprecedented volatility, the State may consider a minimal price increase, in which case the contractor shall provide a detailed justification, including manufacturer's and/or aftermarket installer's certification, two (2) sets of applicable Industry indices, one at the time of contract establishment and the other at the time of the price increase proposal, and any other information required by the Division's Planning and Research Unit for thorough and complete economic analysis. If approved by the Director, the resulting price adjustment will revise the contract price, taking precedence over all references to fixed price, including Pricing (4.4.6).

3.5.1 PLACING ORDERS FOR CONTRACT UNITS

3.5.1.1 **IMPORTANT NOTE:** This term contract does not permit users to order any option that is not specified in this RFP.

3.5.1.1.1 The contractor shall not substitute any item (part, component, equipment, feature, accessory, material, performance, capacity, rating, design or control), which is a part of the contract unit, without written authorization to do so from the Purchase Bureau.

3.5.1.1.2 **IMPORTANT NOTE:** Contractor shall not accept any purchase order issued by any State agency other than the Purchase Bureau (Division of Purchase and Property) without a written authorization from the Purchase Bureau. This provision does not apply to orders issued by quasi-State and local agencies (cooperative purchasing participants).

3.5.1.2 During the contract period, no change is permitted in any terms or conditions unless the contractor receives written approval from the Purchase Bureau.

3.5.1.3 No dealer's accessories or items such as extended warranties and vehicle treatments (rust-proofing, undercoating, etc.) or any other purchases, which are not specified in this RFP, shall be offered.

3.5.1.4 Trade-ins are not permitted under the term contract established as a result of this RFP.

3.5.1.5 Leasing of units is not permitted under the term contract resulting from this RFP.

3.5.1.6 **IMPORTANT NOTE:** An offer to sell a non-contract unit against two or more purchase orders, one for the contract unit and one or more for non-contract items, constitutes a serious violation of the contract and shall be the basis for termination of the contract and debarment or suspension of the contractor from contracting with the State of New Jersey pursuant to NJAC 17:12-6 et seq. and may disqualify the contractor from award of future State contracts.

3.5.1.7 It is understood that the ordering agency requires a fleet identification number assigned by the vehicle manufacturer prior to acceptance of the purchase order by the contractor. It will be the contractor's responsibility to help the agency in securing such fleet identification number from the vehicle manufacturer.

3.5.2 PRODUCT BROCHURE

3.5.2.1 Sales literature and color charts shall be made available to agencies and NJ State inspectors on an "as requested" basis.

3.5.2.2 The State reserves the right to communicate with the contractor and request any information regarding contractor's obligations under the contract, and require acknowledgement of such communication from the contractor during the term of the contract and any extension(s) thereof. Failure to acknowledge within twenty-four (24) hours and provide the required information constitutes a contract violation and may be subject to contract cancellation.

3.5.3 CONFIRMATION OF ORDERS

3.5.3.1 Purchase order confirmation must be submitted to each ordering agency as follows for each order accepted, by completing the Order Confirmation Form (Form A). The Purchase Bureau will provide blank Form A (Order Confirmation Form) to all awardees, along with Notice of Acceptance (of bid proposal), upon contract establishment.

3.5.3.1.1 For State Agencies:

New Jersey Treasury Transportation Services
Central Motor Pool (CMP), PO Box 233
605 South Broad St., Trenton, N.J. 08625
Attn: David Wright
Phone Number: 609-292-3412
Fax Number: 609-292-1384
E-mail: david.wright@treas.state.nj.us

3.5.3.1.2 For Political Subdivisions:

For political subdivisions, this written confirmation must be provided to the ordering agency as instructed in its purchase order.

3.5.3.2 The contractor will be responsible for maintaining a supply of copies for use throughout the contract period.

3.5.3.3 Purchase order confirmation must accompany factory order entry.

3.5.3.4 Order confirmation shall mean that the contractor has received the purchase order, has reviewed it for compatibility with unit currently on contract, has resolved any non-compatibility problems with the ordering agency, has entered the order with the manufacturer and that the manufacturer has accepted the order and assigned an order number and anticipated build and delivery dates.

3.5.3.5 A contractor shall not accept any purchase order on "will try" basis, unless instructed otherwise by the ordering agency in writing. If an order is not accepted for production by the manufacturer, the contractor shall return the purchase order with "canceled" marked on the purchase order with an authorized signature next to it, unless instructed to accept on "will try" basis by the ordering agency in writing. **No exception shall be permitted.**

3.5.4 PRE-DELIVERY INSPECTION(S)

3.5.4.1 It shall be the contractor's responsibility to make the following arrangements for the State's inspection of each vehicle prior to the delivery and acceptance of the vehicles by the State's receiving agency. For orders placed by all other cooperative purchasing participants, the contractor will assume responsibility for arranging for inspection of vehicles for each specific order. Prior to presentation for inspection, it shall be the contractor's responsibility to pre-inspect each vehicle. The vehicle must conform to the manufacturer's "new car prep" procedures. The contractor will be required to submit a copy of the "new car prep" procedures upon delivery of the vehicle. Each vehicle presented for inspection shall be accompanied by an inspection package including, but not limited to, the following: purchase order, line set sheet (when available) - brief list of all features, items and accessories included in the vehicle, pre-delivery inspection (PDI), and dealer's pre-inspection prep checklist. The checklist will list the responsible prep mechanic and acknowledge that the vehicle conforms to pre-delivery specifications and that all added equipment and accessories have been properly installed.

3.5.4.2 For inspection at the contractor's facility, the following conditions will apply:

3.5.4.2.1 For vehicles with a "ship to" address of New Jersey Treasury Transportation Service, (receiving unit), Distribution Center, 1620 Stuyvesant Avenue, West Trenton, NJ, 08628

3.5.4.2.1.1 The State will send a team of qualified inspectors to the contractor's facility to accomplish the inspection of the vehicle(s) before delivery to the receiving agency.

3.5.4.2.1.2 The contractor shall notify the Quality Assurance Inspection Unit, by fax at (609) 530-3586, that the vehicle(s) is ready for inspection. The fax must contain at a minimum the following information:

A. The number of vehicles prepped and ready for inspection

B. Subsequent to receiving proper fax notification, the inspector from the Quality Assurance Unit shall arrive at the contractor's facility within five (5) working days. Upon arrival at the facility, the contractor will assign a mechanic, a runner and a delivery bay to the quality assurance inspector. It is the contractor's responsibility to properly itemize, organize and segregate all vehicles intended for orders pertaining to the State of New Jersey. The above areas of responsibility must be accomplished in order to facilitate an expeditious and orderly inspection flow. This will also allow discrepancies to be corrected while the inspector is on-site. If the Quality Assurance Inspection Unit inspector has properly accomplished the inspection at the contractor's facility within five (5) working days of notification, the State of New Jersey will not be liable for any costs incurred by the contractor.

3.5.4.3 Other governmental entities authorized to purchase under this contract are to make arrangements for vehicle inspection directly with the contractor. Inspection shall be made within (5) five working days after notification by the contractor. All vehicles must be delivered to each ordering agency's designated destination at no additional cost.

3.5.4.4 Major reasons for rejection of units include, but are not limited to:

- 3.5.4.4.1 Grinding noise in wheels (wheel bearings).
- 3.5.4.4.2 Improperly aligned wheels.
- 3.5.4.4.3 Damaged rims.
- 3.5.4.4.4 Any spare tire-rim not mounted on vehicle.
- 3.5.4.4.5 Leakage of oil.
- 3.5.4.4.6 Transmission leaking fluid at transmission cooler lines or transmission seals.
- 3.5.4.4.7 Leakage at rear end.
- 3.5.4.4.8 Leaking radiator.
- 3.5.4.4.9 Fuel leaks.
- 3.5.4.4.10 Restrictions in fuel system.
- 3.5.4.4.11 Leakage in any part of the exhaust system.
- 3.5.4.4.12 Improper anti-freeze level.
- 3.5.4.4.13 Excessively noisy brakes or excessive brake pedal travel.
- 3.5.4.4.14 Oil pan damage.
- 3.5.4.4.15 Inoperative windshield wipers.
- 3.5.4.4.16 Windshield washer not functioning properly.
- 3.5.4.4.17 Windshield washer fluid empty/bottle leaking.
- 3.5.4.4.18 Transmission malfunctions.
- 3.5.4.4.19 Lack of grease fittings in ball joints, U-joints, etc., if factory standard.
- 3.5.4.4.20 Horn blowing while driving or inoperative.
- 3.5.4.4.21 Gauges or dials missing/malfunctioning.
- 3.5.4.4.22 Vehicle pulls to one side.
- 3.5.4.4.23 Seat belts not operating properly.
- 3.5.4.4.24 Keys not working properly.
- 3.5.4.4.25 Door locks inoperative.
- 3.5.4.4.26 Oil dipstick missing or rust on dipstick.
- 3.5.4.4.27 Appropriate new vehicle inspection sticker not furnished on windshield.
- 3.5.4.4.28 Lights - running, turn, backup, brake, side indicators, and indicator lights not working properly.
- 3.5.4.4.29 Lenses missing on interior/exterior lights or water in lenses.
- 3.5.4.4.30 Any manufacturing deficiencies which permit water leakage into passenger compartment.
- 3.5.4.4.31 Windows not operating properly.
- 3.5.4.4.32 Vehicle not properly prepped in accordance with the manufacturer's pre-delivery specifications.
- 3.5.4.4.33 Vehicle not configured with all equipment and items specified in the contract and on the purchase order.
- 3.5.4.4.34 Body dents, scratches and other defects.
- 3.5.4.4.35 Body paint defects.
- 3.5.4.4.36 Water leak through roof.
- 3.5.4.4.37 Any defects in equipment installation.
- 3.5.4.4.38 Electrical system problem.
- 3.5.4.4.39 Any defects in after-market components, such as truck body, snow plow, crane and liftgate.

3.5.4.5 Inspected units which do not comply with these or other requirements will be rejected. All rejected units will be corrected and the corrected unit(s) will be presented for re-inspection within ten (10) working days. The ordering agency may cancel the purchase order if the contractor fails to correct any problem.

3.5.4.6 No additional freight or transportation charges are permitted under this contract. (See "Important Note" in 3.5.5).

3.5.5 DELIVERY AND FINAL ACCEPTANCE

3.5.5.1 The contractor is to make arrangements for delivery of vehicle(s) within 15 calendar days of contractor's receipt of vehicle(s) from the manufacturer. All vehicles must be delivered within 30 calendar days of contractor's receipt of vehicle(s) from the manufacturer.

3.5.5.2 Failure to comply with these terms of the contract may be the basis for cancellation of the contract and/or the debarment or suspension of the contractor from contracting with the State of New Jersey pursuant to N.J.A.C. 17:12-6 et seq. and/or disqualification of the contractor from award of future State contracts.

3.5.5.3 State of New Jersey: The inspected vehicle(s) will be delivered promptly, within five (5) working days of passing inspection to the NJ agency, referenced by the "ship to" address on the purchase order, by the contractor. For each vehicle delivered against the State's line of credit account, a copy of the letter approving the purchase must be submitted with the vehicle to enable verification of the order and to expedite payment. The preferred mode of delivery will be by vehicle transporter (carrier), tilt body vehicle. However, other modes may be permitted only with the consent of the ordering agency.

3.5.5.4 All deliveries of vehicles will be made in accordance with the following schedule, legal holidays excepted.

3.5.5.4.1 New Jersey Dept. of the Treasury, Transportation Services Receiving Unit, Distribution Center, 1620 Stuyvesant Ave., West Trenton, NJ 08628, (609) 530-4247: 8:00 am to 12:00 noon and 1:00 pm to 3:00 pm, Monday thru Thursday and on Friday by prior arrangement only. The Bureau of Transportation Services may specify alternate delivery sites, when necessary.

3.5.5.5 All deliveries of units must be made upon approval and as instructed by the ordering agency, during working hours, except on legal holidays.

3.5.5.6 No vehicle will be accepted at the final delivery point without all supporting documentation and paperwork completed and delivered with the units, which include the certificate of origin, warranty, odometer/engine hour statement (if applicable), specified manuals, invoice and key sets (if applicable). No unit will be considered accepted until it has undergone final inspection at the delivery point.

3.5.5.7 No more than ten (10) vehicles per day and fifty (50) vehicles per week (based on a 5-day work week) will be accepted at each delivery site. When necessary, and with the consent of both the agency and the contractor, the number of vehicles delivered per day may be increased.

3.5.5.8 For delivery to New Jersey State agencies, where authorized by the purchase order, arrangements shall be made for the inspection prior to delivery, by the contractor with the agency concerned. Delivered vehicles will be inspected within ten (10) working days. If a vehicle has been accepted, the warranty shall commence on the date of final acceptance, or if a vehicle has been rejected, the contractor will be notified. The notice will indicate the reason(s) for rejection. If rejected, the contractor will try to rectify the problem(s) at the ordering agency site. If the problem cannot be corrected at the agency site, the rejected unit must be removed by the contractor at its own expense. The contractor shall present the corrected unit for re-inspection within ten (10) working days. Again, no additional freight or transportation charges are permitted.

3.5.5.9 All vehicles must be delivered with the manufacturer suggested retail price label affixed to the window. The label shall not be removed prior to delivery to the New Jersey agency.

3.5.5.10 All delivered vehicles must be clean both inside and outside. Manufacturer's standard items, such as hubcaps, floor mats, jack and lug wrench or the like, shall be provided, installed, by the contractor prior to delivery.

3.5.5.11 Complete instructions on the care and maintenance of the vehicle and a demonstration on its operation will be given by the contractor at the time of delivery and acceptance to the agency, if so desired.

3.5.5.12 The contractor shall devise a method whereby the delivery location of the vehicle is identified on the factory order, so that recall notices will indicate the delivery location for each vehicle.

3.5.5.13 The manufacturer's certificate of origin will be made out to the State of New Jersey, and presented at the time of delivery. Purchase order number and requisition number must be indicated on the upper left hand corner. Do not furnish the New Jersey Certificate of Title (certificate of ownership). The State will title the vehicle upon receipt of the manufacturer's certificate of origin.

3.5.5.14 Vehicles are to be delivered with a 3" x 5" index card or other label/card, visible through the windshield, bearing the following information, in typed or printed form:

Contractor's name
Purchase order number (if applicable)
Requisition number
Stock number
Serial number

Note: Vehicles without this information will not be accepted.

3.5.5.15 No advertising shall appear on any vehicle delivered under the terms of the contract. Further, the contractor will not affix the dealer name to the vehicle. Vehicles delivered to final destinations with dealer's advertising will be rejected.

3.5.5.16 New Car Inspection Sticker:

3.5.5.16.1 No vehicle will be accepted without a New Jersey Motor Vehicle new car inspection sticker in place as prescribed by law, correctly punched to the month of delivery and acceptance. Out of State bidders must comply with this requirement without any additional cost or delay. Failure to comply with this provision will result in the rejection of the bid proposal.

3.5.6 Reserved.

3.5.7 WARRANTIES

3.5.7.1 The manufacturer's standard warranty will be supplied with each unit at the time of delivery and shall be in typed form. The warranty commences with the acceptance of the unit at the delivery site and following the final inspection.

3.5.7.2 The contractor shall guarantee that the vehicle and all component parts shall comply with the latest Federal safety standards and New Jersey Motor Vehicle Commission regulations and safety standards.

3.5.8 WARRANTY REQUIREMENTS

3.5.8.1 The bidder will ensure that the manufacturer whose products are bid has a servicing dealer or service location within a reasonable distance from Trenton, NJ, deemed reasonable by the State, for warranty service/repair/recall. Users of this contract should contact the contractor in cases where warranty service/repair is to be performed at a place other than the original place of purchase to arrange for a servicing dealer within a closer proximity to their location.

3.5.8.2 The contractor is responsible for any warranty service/repair/recall, which will be at contractor's own expense. Events beyond contractor's control, such as lack of parts due to strikes and unforeseen acts of God, shall constitute valid reasons for delay in making necessary repairs. However, the State shall make such determination.

3.5.8.3 Manufacturer's Warranty Form: The contractor is to provide the appropriate forms, for completion of the delayed entry warranty by the ordering agency.

3.5.9 PAYMENT

3.5.9.1 Invoices will be processed for payment only after final acceptance of the units by the ordering agency and the delivery ticket has been signed off by an authorized representative of the ordering agency. Partial payments may be made for unit(s) accepted, if billed separately. Timely payment discounts will be taken if offered by the contractor. The State reserves the right to make payments directly or through a third party.

3.5.9.2 The State reserves the right to order units through a line of credit. For these orders, the contractor will receive a letter from the Director in lieu of a purchase order. Line of credit letters must be accepted by the contractor on the same basis as regular purchase orders. All terms and conditions that apply to purchase orders will apply to line of credit letters. Payment for both purchase orders and line of credit letters will be processed in accordance with 4.5 and 4.6 of this RFP's standard terms and conditions.

3.5.10 Any complaint filed by the agency, through the Purchase Bureau's "Formal Complaint Report" (Form PB-36), will be thoroughly investigated by CCAU. Ultimate resolution by the Director will be final and, if against the contractor, will become part of the contractor's vendor performance file, which may be considered in decisions relating to contract termination or in the evaluation of future bid proposals submitted and shared with other government entity.

3.5.11 MANUFACTURER'S CUT-OFF DATE

It is understood that a vehicle manufacturer's cut-off date will render the contract unusable unless rolled over to the next model year.

3.5.11.1 Important Note: The contractor must notify the Purchase Bureau of the manufacturer's order cut-off date, as soon as that date is made available by the vehicle manufacturer to the contractor, but no later than two weeks prior to the cut-off date. Cut-off Date Notification (Form B) must be faxed to Fleet Engineering Unit at 609-292-5396 (alternate fax: 609-292-0490). **Failure to do so may affect any consideration of future award(s).** The Purchase Bureau will post all vehicle order cut-off dates (Master Notification - Vehicle Manufacturers' Cut-off Dates), to its web site (<http://www.state.nj.us/treasury/purchase/mnmaster.pdf>). The Purchase Bureau will provide blank Form B to all awardees, along with Notice of Acceptance (of bid proposal), upon contract establishment. Should an awardee be notified by a vehicle manufacturer of a cut-off date after the bid opening and after a notification by the Purchase Bureau through a letter of intent to award, but before contract award has been finalized, the awardee will be obligated to notify the Purchase Bureau in writing. Manufacturer's written confirmation must be submitted with each Form B submittal.

3.5.11.2 Note: Contractor's failure to fax the notification on time may be considered a violation of the contract terms and conditions resulting in termination of the contract for cause.

3.5.11.3 All orders placed by the published cut-off date from either the State or cooperative purchasing participants must be accepted by the contractor. These orders may be hand delivered, or faxed with

hard-print purchase orders to follow. The State also reserves the right to order by means of "a letter of intent to purchase" with purchase order to follow.

3.5.11.4 Important Note: The State will consider any request for a contract roll-over to the next model year after the passing of the vehicle manufacturer's cut-off date, at the same contract pricing, specifications, terms and conditions or better. In absence of such roll-over, after the passing of the vehicle manufacturer's cut-off date, the State reserves the right to terminate any unusable contract(s), in accordance with Section 3.5a (Contract Termination for Convenience) of the Standard Terms and Conditions, to facilitate the reprourement process to establish new model year vehicle contract(s). Such contract termination will not affect the contractor's standing with the State.

3.5.11.5 If a manufacturer is unable to build a vehicle for which an order has been placed by the manufacturer's cut-off date, the contractor must immediately notify the Purchase Bureau by fax or e-mail. As a minimum, the letter shall provide the following information. Failure to do so may result in contract cancellation.

3.5.11.5.1 Purchase order number or line of credit letter date

3.5.11.5.2 The make, model and quantity of vehicles ordered

3.5.11.5.3 Whether the manufacturer has offered to price-protect and build these vehicles for the next model year.

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/09x20389.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 **one (1) full, 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

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/09x20389.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/09x20389.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/09x20389.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/09x20389.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/09x20389.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/09x20389.shtml>.

4.4.4 SUBMITTALS

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/09x20389.shtml>.

4.4.4.2 RFP SPECIFIC INFORMATION

4.4.4.2.1 LIST OF AFTERMARKET INSTALLERS

[Refer to 3.2.11](#)

4.4.4.2.2 RESERVED.

4.4.4.2.3 WARRANTY COVERAGE

[Refer to 3.3.12](#)

4.4.4.2.4 TECHNICAL COMPLIANCE DECLARATION

[Refer to 3.2.12](#)

4.4.4.2.5 MANUFACTURER'S INFORMATION

Bidders must complete and supply the name, address, phone number, fax number and e-mail address of prime unit and any aftermarket component manufacturers' regional representatives for each vehicle bid:

[Information has been provided by each contactor and will be made available upon request.](#)

4.4.4.3 PRODUCT LITERATURE/MANUFACTURER'S SPECIFICATIONS

The bidder is required to submit illustrated literature, warranty documents, manufacturer's specification sheets and all necessary data on the unit it proposes to furnish. All submittals shall be properly

labeled, showing the bidder's name and bid number. The bidder should also provide manufacturer's drawing, schematics and blueprints, if available.

4.4.4.4 COOPERATIVE PURCHASING

The bidder should complete the attached Cooperative Purchasing Form indicating willingness or unwillingness to extend State contract pricing and terms to Cooperative Purchasing partners.

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 METHOD OF BIDDING

4.4.7.1 Bidders must provide/satisfy the following:

CONTENTS	RFP SECTION REFERENCE	COMMENTS
Signatory Page	4.4.1.1	Signatory page, signed and completed. https://wwwnet1.state.nj.us/Webdocs/Treasury/DPP/eBid/09-X-20389Coversheet.pdf
Standard RFP Forms 4.4.1	4.4.1.2	Ownership Disclosure Form
	4.4.1.3	Disclosure of Investigations and Actions Involving Bidder
	4.4.3.1	MacBride Principles Certification
	4.4.3.2	Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate
https://wwwnet1.state.nj.us/Webdocs/Treasury/DPP/eBid/StandardDocuments.pdf		
Bidder Data Sheet	4.4.4.1	Bidder Data Sheet https://wwwnet1.state.nj.us/Webdocs/Treasury/DPP/eBid/BiddersDataPacket.pdf
Cooperative Purchasing Form	4.4.4.4	Cooperative Purchasing Form https://wwwnet1.state.nj.us/Webdocs/Treasury/DPP/eBid/CooperativePurchase.pdf
RFP Text	4.4.4.2.1	List of Aftermarket Installers (3.2.11)
	4.4.4.2.3	Warranty Coverage (3.3.12)
	4.4.4.2.4	Technical Compliance Declaration (3.2.12)
	4.4.4.2.5	Manufacturer's Information
https://wwwnet1.state.nj.us/Webdocs/Treasury/DPP/eBid/09-X-20389RFP.pdf		
Price Sheet(s)	4.4.6	Price Sheet(s) https://wwwnet1.state.nj.us/Webdocs/Treasury/DPP/eBid/09-X-20389Pricesheet.pdf
Product Literature	4.4.4.3	Product Literature/Manufacturer's Specifications
Business Registration	4.4.2.1	Business Registration from Division of Revenue NJ Standard Terms & Conditions: Section 1.1

4.4.7.2 There are five (5) vehicle Sections/groups in this RFP, which are itemized in the table of contents at the beginning of this RFP. Each Section/group shall be awarded individually, creating a total of five (5) awards.

4.4.7.3 Bidders can bid on one, several or all sections, using price lines on the price sheet.

4.4.7.4 Bidders shall bid a firm, fixed price on each price line.

4.4.7.5 **IMPORTANT NOTE:** Introductory 2009 model year vehicles are excluded from this RFP and will not be considered for award. Only models introduced a full model year prior to 2009 models will be accepted for consideration.

4.4.7.6 **IMPORTANT NOTE:** Even if a bidder is an incumbent contractor and/or had obtained a Business Registration Certificate from the Division of Revenue previously, the bidder needs to be sure that it is still, indeed, registered at the time of bid opening in order for its bid proposal to be considered responsive. It is strongly suggested that the bidder verifies its Business Registration Certificate status at the following web site: https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp or by contacting the Division of Revenue hotline at 609 292-1730.

4.4.7.7 through 4.4.7.13 Reserved.

4.4.7.14 Each vehicle is specified in two parts of the technical specifications of this RFP: Vehicle Specifications, Part I – Common Specifications (3.3) and Vehicle Specifications, Part II – Vehicle Specific Requirements (3.4). Thus, price bid for any vehicle shall include, among other items, such as delivery and inspection, costs of Common Specifications and Vehicle Specific Requirements.

4.4.7.15 For a bid proposal to be considered and awarded, the bidder must provide all submittals listed in 4.4.7.1 – Signatory Page, Standard RFP Forms, Bidder Data Sheet, RFP specific information (RFP text), Price Sheet and Product Literature – and satisfy Business Registration requirement.

4.4.7.16 **IMPORTANT NOTE:** Bidders are strongly advised not to take any deviation or substitution.

4.4.7.17 **IMPORTANT NOTE:** Bidders are reminded of the requirement stated in 4.3. Bidders failing to provide one (1) full, complete and exact copy of the original bid proposal will be charged the cost incurred by the State in producing the requested copy. Both the original bid proposal and copy bid proposal should include all required submittals along with all documents downloaded (and duly completed) from the DPP web site **in the following order:** Signatory page, any Addenda to the RFP, Standard RFP text, Ownership Disclosure Form, Affirmative Action Forms, MacBride Principles Certification, Disclosure of investigations and Actions Involving Bidder, Bidder's Data Packet, Cooperative Purchasing Form, Business Registration documentation, Price Sheets and product literature/manufacturer's specifications (Section 4.4.4.3).

4.4.7.18 Bidders must provide complete and accurate information throughout this RFP, in the spaces provided, including spaces provided on each price line; for example, make, model and model year. Failure to do so may result in a bid rejection. Bidders are cautioned to thoroughly review the information provided before submitting the bid proposal.

4.4.7.19 If a bidder identifies the unit offered, as required on the price line, but does not provide the required literature, the State reserves the right to request all information necessary to evaluate the bid proposal from the bidder. The bidder must respond to such request within twenty-four (24) hours from the time the bidder is notified. If the information requested is not received within twenty-four (24) hours, the bid proposal will be rejected. **A bid proposal which does not identify the unit bid, as required on the price line, shall be rejected.**

4.4.7.20 The bidder's signature guarantees that prices bid will govern for the entire contract period, if awarded, and any extensions thereof. The bidder also acknowledges that, notwithstanding any reference to price escalation clauses, FOB shipping point, and shipping charges contained in the preprinted price lists, catalogs, and/or literature, such references will not be part of any State contract awarded as a result of this RFP.

4.4.7.21 Price bid shall be legible. Any alteration or appearance of alteration must be initialed by the authorized person. Any missing or illegible price or price correction or appearance of price alteration without bidder's qualifying initials shall cause the bid to be disqualified for that price line item and the group that price line item is part of.

4.4.7.22 **NOTE:** Bidders are advised to initial prices bid regardless of price alteration, to avoid bid rejection due to causes mentioned in requirement 5.0 on the signatory page of this RFP, including, but not limited to, appearance of alteration.

4.4.7.23 Quantity (third column - "quantity") shown on each price line is for bid evaluation purposes only. Estimated contract amount for each section is provided in 1.2 (Background), as % contract utilization of a total estimated amount listed on the signatory page. The State guarantees neither any

minimum or average or maximum quantity per order nor total quantity during contract term, including any extension thereof.

4.4.7.24 Bid proposals may be withdrawn, modified, and re-submitted prior to bid opening. Modifications submitted in any other manner will not be considered. No bid proposal can be withdrawn after the bid opening without the State's approval to do so. The State may subject a bidder requesting bid withdrawal after bid opening to penalty for any damages incurred by the State for processing and evaluating the bid proposal.

4.4.7.25 Notwithstanding any other provision to the contrary, including the cooperative purchasing form included in this RFP (pbcop1, rev 8/96), any contract resulting from this RFP will be made available to quasi-State agencies, as defined in NJSA 52:27b-56.1. Bidders should note that all other non-State agencies will be precluded from using any contracts resulting from this RFP if the bidder does not agree in its bid proposal to extend the contract to these entities.

4.4.7.26 Important Note: A new contract established for the next model year will automatically terminate any existing unusable current model year contract.

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/09x20389.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 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 one year. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20389.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 three (3) one-year periods, by the mutual written consent of the contractor and the Director.

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 120 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 Agencies are authorized to order and the contractors 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 reveals 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 RESERVED.

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 07/27/07, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20389.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 necessary listed in order of importance:

6.1.1 Price/Total Cost of Ownership (TCO) :

Bids will be evaluated using a Total Cost of Ownership (TCO) model with all future cash flows discounted at 5.1%.

TCO=Bid Price + Fuel Cost + Maintenance Cost + Repair Cost – Salvage Value

All elements other than bid price will be calculated from data supplied by Vincentric, LLC, an independent supplier of fleet management data:

Fuel Cost— Vincentric estimate based upon EPA mileage ratings, the State's current contract cost of fuel and a 3% annual inflation factor.

Maintenance Cost—Vincentric estimate based upon manufacturers recommended maintenance intervals.

Repair Cost—Vincentric estimate based upon the cost of a \$0 deductible extended service contract that would pay for repairs during the vehicle's lifecycle.

Salvage Value = (invoice price – government fleet incentive) – Depreciation, whereas the bid price (bid price minus any government incentive) will be inserted into the Vincentric tool in place of “Vincentric Fleet Price” value.

All of the above elements assume:

- Five year vehicle life.
- Vehicles are driven 20,000 miles per year (55% city, 45% highway).
- Fuel prices in each year of the contract are:
 - Year 1 \$1.21
 - Year 2 \$1.25
 - Year 3 \$1.29
 - Year 4 \$1.33
 - Year 5 \$1.37
- Discount rate of 5.1%.

A sample bid evaluation sheet in Excel has been published at <http://www.state.nj.us/treasury/purchase/bid/summary/09x20389.shtml>.

If at the time of bid evaluation, data is not available for the latest model year, data from the most current model year and/or data from the comparable available model for which data is available will be used in the evaluation. In the case of model year, most current model year data may be substituted for either that particular vehicle or for the entire class of vehicles.

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.

6.1.4 Delivery schedule bid

6.1.5 Bidders compliance with the submission requirements

Note: The State reserves the right to reject any or all bid proposals with excessive pricing. The State reserves the right to rebid the term contract. If deemed in the best interest of the State, bidders bidding excessive pricing may be invited to reconsider their pricing.

Note: The State reserves the right to request any information necessary to carry out the bid evaluation, confirm that the bid proposal submitted is complete and accurate and/or clarify any ambiguity in the bid proposal. Bidders shall provide the required information within twenty-four (24) hours of notification of such request. Failure to do so may necessitate rejection of the bid proposal as non-responsive.

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.

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

A single award for each section shall be made with reasonable promptness by written notice to that responsible bidder, whose bid proposal, conforming to this RFP, is most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest 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.

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STANDARD TERMS AND CONDITIONS:

- I. Unless the bidder is specifically instructed otherwise In the Request for Proposal, the following terms and conditions will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the Request for Proposal (RFP) and should be read in conjunction with same unless the RFP specifically indicates otherwise. If a bidder proposes changes or modifications or takes exception to any of the State's terms and conditions, the bidder must so state specifically in writing in the bid proposal. Any proposed change, modification or exception in the State's terms and conditions by a bidder will be a factor in the determination of an award of a contractor purchase agreement.
- II. All of the State's terms and conditions will become a part of any contract(s) or order(s) awarded as a result of the Request for Proposal, whether stated in part, in summary or by reference. In the event the bidder's terms and conditions conflict with the State's, the State's terms and conditions will prevail, unless the bidder is notified in writing of the State's acceptance of the bidder's terms and conditions.
- III. The statutes, laws or codes cited are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.
- IV. If awarded a contract or purchase agreement, the bidder's status shall be that of any independent principal and not as an employee of the State.

1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

- 1.1 BUSINESS REGISTRATION** –Effective September 1, 2004, pursuant to an amendment to N.J.S.A. 52:32-44, State and local entities (including the Division of Purchase and Property) are prohibited from entering into a contract with an entity unless the contractor has provided a copy of its business registration certificate (or interim registration) as part of its bid submission. Failure to submit a copy of the Business Registration Certificate within the bid proposal may be cause for rejection of the bid proposal.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State. This requirement shall apply to all contracts awarded on and after September 1, 2004. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.htm>

- 1.2 ANTI-DISCRIMINATION** - All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.
- 1.3 PREVAILING WAGE ACT** - The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the bidder's signature on the proposal is also his guarantee that he and any subcontractors he might employ to perform the work covered by this proposal will comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.
- 1.3(a) PUBLIC WORKS CONTRACTOR REGISTRATION ACT** - The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractors who bid on or engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464 or <http://www.nj.gov/labor/lsses/pubcon.html>.
- 1.4 AMERICANS WITH DISABILITIES ACT** - The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101 et seq.

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- 1.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.
- 1.6 OWNERSHIP DISCLOSURE** - Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.
- 1.7 COMPLIANCE - LAWS** - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.
- 1.8 COMPLIANCE - STATE LAWS** - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.
- 1.9 COMPLIANCE - CODES** - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.

2. LIABILITIES

- 2.1 LIABILITY - COPYRIGHT** - 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 his contract.
- 2.2 INDEMNIFICATION** - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.
- 2.3 INSURANCE** - The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The Contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof, naming the State as an Additional Insured and shall contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to:

STATE OF NEW JERSEY
Purchase Bureau – Bid Ref. #

The insurance to be provided by the contractor shall be as follows:

- a. Comprehensive General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Comprehensive General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as Additional Insureds. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed Comprehensive General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage.
- b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:
\$1,000,000 BODILY INJURY, EACH OCCURRENCE

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\$1,000,000 DISEASE EACH EMPLOYEE
\$1,000,000 DISEASE AGGREGATE LIMIT

3. TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU

3.1 CONTRACT AMOUNT - The estimated amount of the contract(s), when stated on the Advertised Request for Proposal form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.

3.2 CONTRACT PERIOD AND EXTENSION OPTION - If, in the opinion of the Director of the Division of Purchase and Property, it is in the best interest of the State to extend a contract entered into as a result of this Request for Proposal, the contractor will be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the contract. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

3.3 BID AND PERFORMANCE SECURITY

- a. Bid Security - If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17: 12- 2.4. Acceptable forms of bid security are as follows:
 1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.
 2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:
 - a. Issue an award notice for those offers accepted by the State;
 - b. Return all bond securities to those who have not been issued an award notice.

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc. If the contractor fails to execute the required contractual documents and bonds within thirty (30) calendar days after receipt of award notice, the contractor may be found in default and the contract terminated by the State. In case of default, the State reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the New Jersey Administrative Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

- b. Performance Security - If performance security is required, the successful bidder shall furnish performance security in such amount on any award of a term contractor line item purchase, see N.J.A.C. 17: 12- 2.5. Acceptable forms of performance security are as follows:
 1. The contractor shall be required to furnish an irrevocable security in the amount listed in the Request for Proposal payable to the Treasurer, State of New Jersey, binding the contractor to provide faithful performance of the contract.
 2. The performance security shall be in the form of a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

The Performance Security must be submitted to the State within 30 days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit

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performance security may result in cancellation of contract for cause pursuant to provision 3.5b,1, and nonpayment for work performed.

3.4 VENDOR RIGHT TO PROTEST - INTENT TO AWARD - Except in cases of emergency, bidders have the right to protest the Director's proposed award of the contract as announced in the Notice of Intent to Award, see N.J.A.C. 17:12-3.3. Unless otherwise stated, a bidder's protest must be submitted to the Director within 10 working days after receipt of written notification that its bid has not been accepted or that an award of contract has been made. In the public interest, the Director may shorten this protest period, but shall provide at least 48 hours for bidders to respond to a proposed award. In cases of emergency, stated in the record, the Director may waive the appeal period. See N.J.A.C. 17: 12- 3 et seq.

3.5 TERMINATION OF CONTRACT

a. For Convenience

Notwithstanding any provision or language in this contract to the contrary, the Director may terminate at any time, in whole or in part, any contract entered into as a result of this Request for Proposal for the convenience of the State, upon no less than 30 days written notice to the contractor.

b. For cause:

1. Where a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seq., the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
2. Where a contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping etc., so that the Director is repeatedly required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.

c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.

d. In the event of termination under this section, the contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

3.6 COMPLAINTS - Where a bidder has a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to 3.5b a bidder may be bypassed for this award. See N.J.A.C. 17:12-2.8.

3.7 EXTENSION OF CONTRACT QUASI-STATE AGENCIES - It is understood and agreed that in addition to State Agencies, Quasi-State Agencies may also participate in this contract. Quasi-State Agencies are defined in N.J.S.A. 52:27B-56.1 as 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.

3.8 EXTENSION OF CONTRACTS TO POLITICAL SUBDIVISIONS, VOLUNTEER FIRE DEPARTMENTS AND FIRST AID SQUADS, AND INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION - N.J.S.A. 52:25-16.1 permits counties, municipalities and school districts to participate in any term contract(s), that may be established as a result of this proposal.

N.J.S.A. 52:25-16.2 permits volunteer fire departments, volunteer first aid squads and rescue squads to participate in any term contract(s) that may be established as a result of this proposal.

N.J.S.A. 52:25-16.5 permits independent institutions of higher education to participate in any term contract(s) that may be established as a result of this proposal, provided that each purchase by the Independent Institution of higher education shall have a minimum cost of \$500.

In order for the State contract to be extended to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education the bidder must agree to the extension and so state in his bid. proposal. The extension to counties municipalities, school districts, volunteer fire

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departments, first aid squads and Independent Institutions of higher education must be under the same terms and conditions, including price, applicable to the State.

3.9 EXTENSIONS OF CONTRACTS TO COUNTY COLLEGES - N.J.S.A. 18A:64A - 25. 9 permits any college to participate in any term contract(s) that may be established as a result of this proposal.

3.10 EXTENSIONS OF CONTRACTS TO STATE COLLEGES - N.J.S.A. 18A:64- 60 permits any State College to participate in any term contract(s) that may be established as a result of this proposal.

3.11 SUBCONTRACTING OR ASSIGNMENT - The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.

In the event the bidder proposes to subcontract for the services to be performed under the terms of the contract award, he shall state so in his bid and attach for approval a list of said subcontractors and an Itemization of the products and/or services to be supplied by them.

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the State.

3.12 MERGERS, ACQUISITIONS - If, subsequent to the award of any contract resulting from this Request for Proposal, the contractor shall merge with or be acquired by another firm, the following documents must be submitted to the Director, Division of Purchase & Property.

- a. Corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.
- b. State of New Jersey Bidders Application reflecting all updated information including ownership disclosure, pursuant to provision 1.5.
- c. Vendor Federal Employer Identification Number.

The documents must be submitted within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in termination of contract pursuant to provision 3.5b.

If subsequent to the award of any contract resulting from this Request for Proposal, the contractor's partnership or corporation shall dissolve, the Director, Division of Purchase & Property must be so notified. All responsible parties of the dissolved partnership or corporation must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment should be made until all parties to the dissolved partnership or corporation submit the required documents to the Director.

3.13 PERFORMANCE GUARANTEE OF BIDDER - The bidder hereby certifies that:

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated in the Request For Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.
- d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.

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- f. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

3.14 DELIVERY GUARANTEES - Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the Request for Proposal.

The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice.

Items delivered must be strictly in accordance with the Request for Proposal.

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the Request for Proposal, the using agency may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.

3.15 DIRECTOR'S RIGHT OF FINAL BID ACCEPTANCE - The Director reserves the right to reject any or all bids, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie bids will be awarded by the Director in accordance with N.J.A.C.17:12-2.1D.

3.16 BID ACCEPTANCES AND REJECTIONS - The provisions of N.J.A.C. 17:12-2.9, relating to the Director's right, to waive minor elements of non-compliance with bid specifications and N.J.A.C. 17: 12- 2.2 which defines causes for automatic bid rejection, apply to all proposals and bids.

3.17 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES - The State reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.

The State may also consult with clients of the bidder during the evaluation of bids. Such consultation is intended to assist the State in making a contract award which is most advantageous to the State.

3.18 STATE'S RIGHT TO REQUEST FURTHER INFORMATION - The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the bidder's financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain, in detail, how the bid price was determined.

3.19 MAINTENANCE OF RECORDS - The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the State upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.

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3.20 ASSIGNMENT OF ANTITRUST CLAIM(S) - The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this contract.

In connection with this assignment, the following are the express obligations of the contractor;

- a. It will take no action which will in any way diminish the value of the rights conveyed or assigned hereunder.
- b. It will advise the Attorney General of New Jersey:
 1. in advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action;
 2. immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
- c. It will notify the defendants in any antitrust suit of the fact of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice will be sent to the Attorney General of New Jersey.

Furthermore, it is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

4. TERMS RELATING TO PRICE QUOTATION

4.1 PRICE FLUCTUATION DURING CONTRACT - Unless otherwise noted by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director of Purchase and Property must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions will result in cancellation of contract for cause, pursuant to provision 3.5b.1.

4.2 DELIVERY COSTS - Unless otherwise noted in the Request for Proposal, all prices for items in bid proposals are to be submitted F.O.B. Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's using agency or designated purchaser.

F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.

4.3 C.O.D. TERMS - C.O.D. terms are not acceptable as part of a bid proposal and will be cause for rejection of a bid.

4.4 TAX CHARGES - The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

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4.5 PAYMENT TO VENDORS - Payment for goods and/or services purchased by the State will only be made against State Payment Vouchers. The State bill form in duplicate together with the original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery. Responsibility for payment rests with the using agency which will ascertain that the contractor has performed in a proper and satisfactory manner in accordance with the terms and conditions of the award. Payment will not be made until the using agency has approved payment.

For every contract the term of which spans more than one fiscal year, the State's obligation to make payment beyond the current fiscal year is contingent upon legislative appropriation and availability of funds.

The State of New Jersey now offers State contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State Agency's use of the p-card, however, is optional. P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions utilizing the p-card will usually result in payment to a contractor in three days. A Contractor should take note that there will be a transaction processing fee for each p-card transaction. To participate, a contractor must be capable of accepting MasterCard. For more information, call your bank or any merchant services company.

4.6 NEW JERSEY PROMPT PAYMENT ACT - The New Jersey Prompt Payment Act N.J.S.A. 52:32-32 et seq. requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the state prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds \$5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

4.7 RECIPROCITY - In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17: 12- 2. 13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for their bidders.

5. CASH DISCOUNTS - Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest bid.

- a. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services received a properly signed and executed State Payment Voucher form and, when required, a properly executed performance security, whichever is latest.
- b. The date on the check issued by the State in payment of that Voucher shall be deemed the date of the State's response to that Voucher.

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6. STANDARDS PROHIBITING CONFLICTS OF INTEREST - The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraph 6a through 6e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.

7. NOTICE TO ALL BIDDERS SET-OFF FOR STATE TAX NOTICE

Please be advised that, pursuant to P.L 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

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8. **APPLICABLE LAW** - This contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles.