



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

Motor Vehicles, Automobiles, 36-Month Closed End Lease (T-1436)

Bid Number: 06-X-38086

Date Issued: 2/21/06

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
 - c. Bidder Data Sheet
 - d. Information provided by the contractor in RFP Specific Forms, including:
 - I. Not applicable.
 - II. Not applicable.
 - III. R3 – Warranty Coverage
 - IV. Not applicable.
 - V. R5 – Manufacturer's Data Sheet
2. Vendor information sheet
3. Contract items by vendor
4. Contract items by price lines (in numerical order)

Note:

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

<http://www.state.nj.us/treasury/purchase/mvcontracts.htm>

SPECIFICATIONS

FOR

**Motor Vehicles, Automobiles, 36-Month Closed End Lease
(T-1436)**

Bid Number: 06-X-38086

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 36-month closed-end leasing of mid-size automobiles, as specified in the RFP. (See 2.2 – Contract Specific Definitions.)

The intent of this RFP is to award a contract for each of the eight groups to that responsible bidder whose bid proposal, conforming to this RFP is most advantageous to the State, price and other factors considered.

The New Jersey Standard Terms & Conditions located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38086.shtml> will apply to all contracts or lease 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 same unless the RFP specifically indicates otherwise.

The State intends to extend the awarded contract 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 contractor(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

In March 2002, under existing term contract T-1436, the following contracts were established for a 36-month closed end lease. The following contract prices are provided for reference only.

<u>Description</u>	<u>Contract Pricing</u>
Monthly lease rate, Buick Century	\$319.00/month
Purchase price at end of 36-month term	\$8,865.00
Excess mileage charge (in excess of	\$.06/mile

45,000 miles)

Monthly lease rate, Chevrolet Monte Carlo	\$326.00/month
Purchase price at end of 36-month term	\$8,750.00
Excess mileage charge (in excess of 45,000 miles)	\$.06/mile

Monthly lease rate, Ford Taurus	\$383.00/month
Purchase price at end of 36-month term	\$7,550.00
Excess mileage charge (in excess of 45,000 miles)	\$.06/mile

Monthly lease rate, Honda Accord	\$349.00/month
Purchase price at end of 36-month term	\$14,500.00
Excess mileage charge (in excess of 45,000 miles)	\$.06/mile

Monthly lease rate, Nissan Altima	**New Item**
Purchase price at end of 36-month term	**New Item**
Excess mileage charge (in excess of 45,000 miles)	**New Item**

Monthly lease rate, Pontiac Grand Prix	\$341.00/Month
Purchase price at end of 36-month term	\$8,925.00
Excess mileage charge (in excess of 45,000 miles)	\$.06/mile

Monthly lease rate, Mercury Milan	**New Item**
Purchase price at end of 36-month term	**New Item**
Excess mileage charge (in excess of 45,000 miles)	**New Item**

Monthly lease rate, Chrysler Sebring	**New Item**
Purchase price at end of 36-month term	**New Item**
Excess mileage charge (in excess of 45,000 miles)	**New Item**

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/t1436.shtml>

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

It is the policy of the Purchase Bureau to accept questions and inquiries from potential bidders electronically via web form. To submit a question, please go to the Quicklinks Q&A button on the Advertised Solicitation, Current Bid Opportunities webpage or to

<http://ebid.nj.gov/QA.aspx?solnumber=06-X-38086>

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the web form. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

1.3.1.1 QUESTION PROTOCOL

Questions should be addressed in writing via the procedure set forth above. Questions should be directly tied to the RFP by the writer and questions should be 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.

Answers to electronic questions will be posted as addenda on the Purchase Bureau website (see Section 1.4.1 of this RFP for further information). Bidders shall not contact the Using Agency directly, in person, by telephone or by email, concerning this RFP.

1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

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

1.3.2 MANDATORY SITE VISIT

Not applicable.

1.3.2 OPTIONAL SITE VISIT

Not applicable.

1.3.3 MANDATORY PRE-BID CONFERENCE

Not applicable.

1.3.4 OPTIONAL PRE-BID CONFERENCE

Not applicable.

1.3.5 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. You must submit a bid proposal in order to be considered for contract award. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE RIGHT PLACE WILL BE REJECTED. THE DATE, TIME AND LOCATION ARE:**

<u>DATE:</u>	See the cover page.
<u>TIME:</u>	2:00 pm
<u>LOCATION:</u>	<p>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</p> <p>Directions to the Purchase Bureau can be found on the following website: http://www.state.nj.us/treasury/purchase/directions.shtml</p>

1.3.6 RESERVED

1.4 ADDITIONAL INFORMATION

1.4.1 REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum.

ALL RFP ADDENDA WILL BE PUBLISHED AT THE PURCHASE BUREAU WEB SITE. TO ACCESS ADDENDA THE BIDDER MUST SELECT THE BID NUMBER ON THE PURCHASE BUREAU 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 ADDENDUM AS A PART OF THIS RFP

Any addendum to this RFP shall become part of this RFP and part of any contract awarded as a result of this RFP.

1.4.3 ISSUING OFFICE

This RFP is issued by the Purchase Bureau, Division of Purchase and Property.

1.4.4 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. By submitting a bid proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, as to all of the requirements of this RFP.

1.4.5 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.

1.4.6 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 shall so advise the bidder. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State will not honor attempts by bidders either to designate their entire bid proposal as proprietary and/or to claim copyright protection for their entire proposal.**

All bid proposals, with the exception of information determined by the State to be proprietary, are available for public inspection.

Interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

1.4.7 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 being made to the bidder.

1.4.8 JOINT VENTURE

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

1.5 BIDDER'S SIGNATURE

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

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

The following definitions shall 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. An amendment is not effective until signed by the Director, Division of Purchase and Property.

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 - An agreement where two firms partner to respond to an RFP as a prime contractor, neither is a subcontractor of the other, and both agree to be responsible for performance.

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 needs of [the] Using Agency[ies], as identified herein.

Shall or Must - Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement shall result in the rejection of a bid proposal, as materially non-responsive.

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

State - State of New Jersey

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 Law and Public Safety, Department of Transportation, Department of Environmental Protection, Department of Corrections, Department of Human Services 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 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 - User. 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-1436, for example. A term contract, if agreed by the contractor, is extended to all State and non-State agencies.

Lease – 36-month closed-end lease. Any reference, implied or explicit, to lease, acquisition, or purchase in this RFP, including the Standard Terms and Conditions, shall mean 36-month closed-end lease for the purpose of this RFP.

Unit - Vehicle ("automobile", "product", "commodity" or "item"), Automobile, Mid-Size, as specified herein, made available for a 36-month closed end lease as a new, unused unit under a contract established as a result of this RFP.

GVWR - Gross Vehicle Weight Rating; the maximum legal weight carrying capacity of a vehicle, including its own weight, as published by the vehicle/chassis manufacturer (prime unit manufacturer). GVWR shall not exceed the sum of front and rear GAWRs.

GAWR - Gross Axle Weight Rating; the maximum legal weight carrying capacity of axle components, including their own dry weights, as published by the vehicle/chassis manufacturer (prime unit manufacturer). GAWR shall not exceed the capacity of the least rated axle component.

Dry Weight - Curb weight or tare weight of a vehicle - weight of an empty vehicle, without any payload, driver and passenger, with fluids filled to half capacity.

Payload - Weight carrying capacity of a vehicle, excluding its dry weight, driver and passenger. Payload, when added to dry weight and weight of driver, passenger and half fluids, shall not exceed the GVWR. Payload is limited by the front or rear GAWR.

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

CA - Cab-to-axle, the distance from the back of cab to the centerline of rear axle.

BBC – Bumper-to-back-of-cab, the distance from the front-most edge of the front bumper to the back of cab.

BL - Body length, overall length minus BBC

RBM - Resisting bending moment, a measure of chassis frame stiffness.

Aftermarket Component - Any component - utility body, snow plow, crane, liftgate or the like - installed on the vehicle chassis (prime unit) by manufacturer or installer (aftermarket installer) other than the chassis manufacturer (prime unit manufacturer).

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

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 lease an estimated 116 automobiles as follows:

<u>Make/Model</u>	<u>Estimated Quantity</u>
Buick Century or Buick LaCrosse	36
Chevrolet Monte Carlo	6
Ford Taurus	12
Honda Accord	2
Nissan Altima	4
Pontiac Grand Prix	24
Mercury Milan	29
Chrysler Sebring Sedan	3

3.1.2 The total amount of all contract leases during the contract term 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 contract utilization. The State, however, reserves the right to bid for any specific large volume lease 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.

3.2.2 through 3.2.3 RESERVED.

3.2.4 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.

3.2.5 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 Each unit outlined in this specification is for a specific vehicle make and model. No alternate make or model will be accepted.

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

3.2.8 through 3.2.11 Reserved.

3.2.12 **IMPORTANT NOTE:** Bidders are strongly advised not to take any deviations or substitutions. **Any material deviations shall result in rejection of the bid proposal as non-responsive.**

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. Failure to supply the required information in the prescribed manner may disqualify the bid proposal.

3.2.12.2 A bidder shall list and explain in detail all deviations or substitutions taken in its bid proposal, in the space provided in [Technical Compliance Declaration \(Form R-4\)](#), which is a part of the RFP Specific Forms located on the Advertised Solicitation web page (Current Bid Opportunities). 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 the bidder to list any deviations or substitutions in conspicuous manner, as prescribed in 3.2.12.2 of the RFP. Discreet bid proposals with concealed or stealthy deviation or substitution shall 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, through legal means or fraudulent activity, such as hacking, 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 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 Administration Unit ("CCA") maintains 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. No deviation or substitution will be permitted after bid opening.

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

3.2.13 Reserved.

3.2.14 Inspections:

3.2.14.1 The State reserved the right to inspect the bidder'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-acceptance requirements, refer to 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.

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

3.2.14.7 The State reserves the right to inspect the bidder's and/or aftermarket installer(s)' facility. This provision applies during the bid evaluation period and contract execution

3.2.15 Reserved.

3.2.16 The bidder shall provide the vehicle as a certified low emission vehicle (LEV) or cleaner, if available from the manufacturer at no extra charge. Bidders are required to provide flexible fuel engine (FFV), if available at no extra charge.

3.2.17 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

3.3.1 Monthly lease rate shall include the following:

3.3.1.1 2005 model year or later 4-door sedan (except 2-door Chevrolet Monte Carlo) equipped with the following:

3.3.1.1.1 Type: 2005 model year or later 4-door sedan (except Chevrolet Monte Carlo, which is 2-

door)

- 3.3.1.1.2 Seating capacity: 5/6
- 3.3.1.1.3 3.3.1.1 Engine: gasoline, 6-cylinder
- 3.3.1.1.4 Automatic transmission
- 3.3.1.1.5 Air Conditioning
- 3.3.1.1.6 Anti-lock braking system (ABS)
- 3.3.1.1.7 Driver and passenger side front air bags
- 3.3.1.1.8 Power steering
- 3.3.1.1.9 Windows: tinted, all windows
- 3.3.1.1.10 Rear window defroster
- 3.3.1.1.11 Outside rearview mirrors, left and right
- 3.3.1.1.12 Intermittent windshield wipers
- 3.3.1.1.13 Seats: cloth
- 3.3.1.1.14 Mats: manufacturer's front and rear (carpet type, not rubber)
- 3.3.1.1.15 Floor: fully carpeted
- 3.3.1.1.16 AM/FM radio with clock
- 3.3.1.1.17 Antenna
- 3.3.1.1.18 Tires: all-season, steel belted, radial (manufacturer's standard spare tire and rim, mounted, to be included)
- 3.3.1.1.19 Wheel Covers: manufacturer's standard
- 3.3.1.1.20 Moldings: manufacturer's standard
- 3.3.1.2 Usage: 45,000 miles for 36 months.
- 3.3.1.3 Transportation charges: To and from using agency location, at the beginning and end of the lease.
- 3.3.1.4 Each vehicle furnished must be protected to -20° F, with a permanent type anti-freeze, and delivered with at least 1/2 tank of fuel.

3.3.2 Purchase Price at the End of 36-Month Closed-End Lease:

- 3.3.2.1 Bidders must provide the purchase price at the end of 36-month closed-end lease, failure to do so shall result in a bid rejection for the affected group.

3.3.3 Excess Mileage Charge:

3.3.3.1 Bidders must provide excess mileage charge (per mile) for the usage that exceeds 45,000 miles over 3-year lease term, failure to do so shall result in a bid rejection for the affected group.

3.3.4 Monthly Preventive Maintenance Charge:

3.3.4.1 Bidders should provide monthly preventive maintenance service charge for the services suggested by the manufacturer.

3.3.4.2 Bidders should add up costs of all preventive maintenance services during the lease term and any extension thereof, including 15,000, 30,000 and 60,000 miles services, to derive average monthly maintenance charge.

3.3.4.3 Monthly preventive maintenance charge shall not include transportation costs. Contract users will deliver and pick up vehicle to/from contractor's location.

3.3.5 Purchase Price Adjustment Rate:

3.3.5.1 Bidders should provide purchase price adjustment rate per month per vehicle, which would be added to or deducted from the purchase price at the end of 36-month lease for each month deducted from or added to the specified 36 months lease term, respectively, to determine purchase price at the end of any term between 30 and 42 months.

3.3.5.2 For example, if purchase price at the end of 36-month lease is \$5,000 and purchase price adjustment rate is \$250, then:

1. Purchase price at the end of 37 months lease period would be \$4,750 (\$5,000 less \$250)
2. Purchase price at the end of 35 months lease period would be \$5,250 (\$5,000 plus \$250)
3. Purchase price at the end of 42 months lease period would be \$3,500 (\$5,000 less [6 times 250])
4. Purchase price at the end of 30 months lease period would be \$6,500 (\$5,000 plus [6 times 250])

3.3.5.3 Purchase price at the end of 42nd and later month, if so extended, will be same.

3.3.6 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.

3.3.7 IMPORTANT NOTE: 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 make and model noted on the price line bid whether explicitly specified herein or not. The bidder shall not delete manufacturer's standard item using any aftermarket option. **No exception shall be permitted to this requirement.**

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 through 3.3.10 Reserved.

3.3.11 Brand Names: The make and models specified herein are the only ones that will be acceptable. **No alternate make/model will be considered.**

3.3.12 Guarantee/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 period of one (1) year from the date of acceptance by the agency. Bidders will provide detailed information on standard warranty which exceeds the specified one-year warranty, using [Warranty Coverage \(Form R-3\)](#), which is a part of the RFP Specific Forms located on the Advertised Solicitation web page (Current Bid Opportunities).

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

3.3.13.1 [Vehicle Registration and Licensing](#)

3.3.13.2 [New Vehicle Inspection Sticker](#)

3.4 VEHICLE SPECIFICATIONS, PART II – VEHICLE SPECIFIC REQUIREMENTS

3.4.1 GROUP 1 - BUICK CENTURY OR BUICK LACROSSE (PRICE LINES 1 THROUGH 3)

3.4.1.1 Monthly lease rate for a 36-month closed-end lease for 36 Buick Century or Buick LaCrosse (Price line 1) - [\(See 3.3.1\)](#)

3.4.1.2 Purchase price at the end of lease (Price line 2) - [\(See 3.3.2\)](#)

3.4.1.3 Excess mileage charge (Price line 3) – [\(See 3.3.3\)](#)

3.4.1.4 Monthly preventive maintenance charge (Price line 4) – [\(See 3.3.4\)](#)

3.4.1.5 Purchase price adjustment rate (Price line 5) – [\(See 3.3.5\)](#)

3.4.2 GROUP 2 – CHEVROLET MONTE CARLO (PRICE LINES 6 THROUGH 8)

3.4.2.1 Monthly lease rate for a 36-month closed-end lease for 6 Chevrolet Monte Carlo (Price line 6) - [\(See 3.3.1\)](#)

3.4.2.2 Purchase price at the end of lease (Price line 7) - [\(See 3.3.2\)](#)

3.4.2.3 Excess mileage charge (Price line 8) – [\(See 3.3.3\)](#)

3.4.2.4 Monthly preventive maintenance charge (Price line 9) – [\(See 3.3.4\)](#)

3.4.2.5 Purchase price adjustment rate (Price line 10) – [\(See 3.3.5\)](#)

3.4.3 GROUP 3 – FORD TAURUS (PRICE LINES 11 THROUGH 13)

3.4.3.1 Monthly lease rate for a 36-month closed-end lease for 12 Ford Taurus (Price line 11) - [\(See](#)

[3.3.1\)](#)

3.4.3.2 Purchase price at the end of lease (Price line 12) - ([See 3.3.2\)](#)

3.4.3.3 Excess mileage charge (Price line 13) – ([See 3.3.3\)](#)

3.4.3.4 Monthly preventive maintenance charge (Price line 14) – ([See 3.3.4\)](#)

3.4.3.5 Purchase price adjustment rate (Price line 15) – ([See 3.3.5\)](#)

3.4.4 GROUP 4 – HONDA ACCORD (PRICE LINES 16 THROUGH 18)

3.4.4.1 Monthly lease rate for a 36-month closed-end lease for 2 Honda Accord (Price line 16) - ([See 3.3.1\)](#)

3.4.4.2 Purchase price at the end of lease (Price line 17) - ([See 3.3.2\)](#)

3.4.4.3 Excess mileage charge (Price line 18) – ([See 3.3.3\)](#)

3.4.4.4 Monthly preventive maintenance charge (Price line 19) – ([See 3.3.4\)](#)

3.4.4.5 Purchase price adjustment rate (Price line 20) – ([See 3.3.5\)](#)

3.4.5 GROUP 5 – MERCURY MILAN (PRICE LINES 21 THROUGH 23)

3.4.5.1 Monthly lease rate for a 36-month closed-end lease for 29 Mercury Milan (Price line 21) - ([See 3.3.1\)](#)

3.4.5.2 Purchase price at the end of lease (Price line 22) - ([See 3.3.2\)](#)

3.4.5.3 Excess mileage charge (Price line 23) – ([See 3.3.3\)](#)

3.4.5.4 Monthly preventive maintenance charge (Price line 24) – ([See 3.3.4\)](#)

3.4.5.5 Purchase price adjustment rate (Price line 25) – ([See 3.3.5\)](#)

3.4.6 GROUP 6 – NISSAN ALTIMA (PRICE LINES 26 THROUGH 28)

3.4.6.1 Monthly lease rate for a 36-month closed-end lease for 4 Nissan Altima (Price line 26) - ([See 3.3.1\)](#)

3.4.6.2 Purchase price at the end of lease (Price line 27) - ([See 3.3.2\)](#)

3.4.6.3 Excess mileage charge (Price line 28) – ([See 3.3.3\)](#)

3.4.6.4 Monthly preventive maintenance charge (Price line 29) – ([See 3.3.4\)](#)

3.4.6.5 Purchase price adjustment rate (Price line 30) – ([See 3.3.5\)](#)

3.4.7 GROUP 7 – CHRYSLER SEBRING (PRICE LINES 31 THROUGH 33)

- 3.4.7.1 Monthly lease rate for a 36-month closed-end lease for 3 Chrysler Sebring (Price line 31) - [\(See 3.3.1\)](#)
- 3.4.7.2 Purchase price at the end of lease (Price line 32) - [\(See 3.3.2\)](#)
- 3.4.7.3 Excess mileage charge (Price line 33) – [\(See 3.3.3\)](#)
- 3.4.7.4 Monthly preventive maintenance charge (Price line 34) – [\(See 3.3.4\)](#)
- 3.4.7.5 Purchase price adjustment rate (Price line 35) – [\(See 3.3.5\)](#)

3.4.8 GROUP 8 – PONTIAC GRAND PRIX (PRICE LINES 36 THROUGH 38)

- 3.4.8.1 Monthly lease rate for a 36-month closed-end lease for 24 Pontiac Grand Prix (Price line 36) - [\(See 3.3.1\)](#)
- 3.4.8.2 Purchase price at the end of lease (Price line 37) - [\(See 3.3.2\)](#)
- 3.4.8.3 Excess mileage charge (Price line 38) – [\(See 3.3.3\)](#)
- 3.4.8.4 Monthly preventive maintenance charge (Price line 39) – [\(See 3.3.4\)](#)
- 3.4.8.5 Purchase price adjustment rate (Price line 40) – [\(See 3.3.5\)](#)

3.5 CONTRACT IMPLEMENTATION

3.5.0.1 Reserved.

3.5.1 Placing Orders for Contract Units:

3.5.1.1 IMPORTANT NOTE: This term contract permits users to lease the contract unit only. **Any option that is not specified in this RFP is not permitted.**

3.5.1.1.1 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.

3.5.1.2 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 options such as extended warranties and vehicle treatments (rust-proofing, undercoating, etc.), which are not specified in this RFP, shall be offered.

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

3.5.1.5 Reserved.

3.5.1.6 IMPORTANT NOTE: An offer to lease non-contract unit against two or more purchase orders, one for the contract unit and one or more for non-contract options, 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 Sales literature and color charts shall be made available to agencies and NJ State inspectors on an "as requested" basis.

3.5.1.8 Reserved.

3.5.2 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.

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 to all awardees, along with Notice of Acceptance (of bid proposal), upon contract establishment.

3.5.3.2 Contractors 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 and 3.5.3.5 Reserved.

3.5.4 Inspection of Units:

3.5.4.1 It shall be the contractor's responsibility to make the following arrangements for the ordering agency's inspection of each vehicle prior to delivery and acceptance of the vehicles by the agency. The contractor will assume responsibility for arranging 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, if any. The contractor will be required to submit a copy of any "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, as applicable: purchase order, line sheet, 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 installed.

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

3.5.4.2.1 The contractor shall notify the ordering agency by fax that the vehicles are ready for inspection. The fax must contain at a minimum the number of vehicles prepped and ready for inspection.

3.5.4.2.2 Within five (5) working days of the contractor's notification, the ordering agency will send a team of qualified inspectors to the contractor's facility to accomplish the inspection of the vehicle(s)

before delivery to the agency. Upon arrival at the facility, the contractor will assign a mechanic, a runner and a delivery bay to the inspector. It is the contractor's responsibility to properly itemize, organize and segregate all vehicles. 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 located at the contractor's facility.

3.5.4.3 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 Windshield wipers inoperative.
- 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 options 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, snowplow, crane and liftgate.

3.5.4.5 Inspected units which do not comply with these or other requirements will be rejected. All rejected items 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, without incurring any cost or fees.

3.5.4.6 No additional freight or transportation charges are permitted under this contract.

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 The inspected vehicles will be delivered promptly, within five (5) working days of passing inspection, to the ordering agency. 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 as instructed by the ordering agency, by prior arrangement only, during working hours, except on legal holidays.

3.5.5.5 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, any line set tickets, invoice and key sets (if applicable).

3.5.5.6 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 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 Arrangements shall be made for the final inspection, prior to delivery, by the contractor with the ordering agency. 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 for rejection. If rejected, the contractor will try to rectify the problem 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 Title, Licensing and Inspection:

3.5.5.13.1 During the term of the leasing agreement, the State shall have possession of and the right to use the vehicle. All vehicles shall be registered in the State of New Jersey and using agency as co-ownership (no fee license) during the term of the contract. Any certificate or other documents of title required shall likewise be in the name of the contractor. The contractor shall incur all costs, fees, and expenses required in the licensing and registering. It is the intent of this proposal to make clear that all taxes imposed upon ownership or operations shall be paid by the contractor.

3.5.5.13.2 The contractor must have the automobile inspected and a current New Jersey Inspection sticker affixed to the vehicle before delivery.

The contractor shall assume all liability for loss or damage to the vehicle until it is in the care, custody and control of the State. The care, custody and control shall mean when the unit is delivered to the State agency, delivery receipt is signed by authorized State employee of the said agency and the vehicle is inspected and authorization for payment is made.

3.5.5.14 and 3.5.5.15 Reserved.

3.5.5.16 New Vehicle Inspection:

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 bid rejection.

3.5.6 Training: Reserved.

3.5.7 Warranty:

3.5.7.1 Manufacturer's standard warranty will be supplied with each unit at the time of delivery and shall be in typed form. 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 code regulations and safety standards.

3.5.8 Warranty Requirements:

3.5.8.1 The bidder will ensure that the manufacturer whose products are bid must have a servicing dealer or service location within a distance of Trenton, New Jersey, deemed to be reasonable by the State, for warranty service/repair. 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 delivery 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, 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 Sums due for leasing shall be payable on the last day of each calendar month in which the said payment is due during the terms of the agreement or within 10 days of receipt of the billing, whichever shall be later. If a vehicle is delivered to the State on or before the fifteenth day of a month; monthly payment due under the contract shall commence in that month; if delivery is made on or after the sixteenth day of a month, monthly payment shall commence the following month. First month/last month partial billing will be based on the prorated daily basis. Final month billing will terminate within 24 hours of using agency's call for pickup, not from the date of pick up. Vehicles will be picked up within five (5) working days of notification.

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 the 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:

3.5.11.1 The contractor will be required to notify the Purchase Bureau of the manufacturer's order cut-off date, if any, as soon as that date is made available to the contractor. Cut-off Date Notification (Form B) must be faxed to Fleet Engineering Unit at 609-292-5396 (alternate fax: 609-292-0490). 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: Failure to fax the notification on time may be considered a violation of the contract terms and conditions, resulting into termination of contract for cause.

3.5.11.3 All orders placed by the published cut-off date 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 lease" with purchase order to follow.

3.5.12 Insurance – Loss or Destruction:

3.5.12.1 The State will provide all insurance for bodily injury, property damage, as well as coverage for physical damage, to all contracted vehicles. The physical damage shall be measured as the wholesale trade-in market value of the vehicle at the time of loss, theft or damage minus any salvage value.

3.5.12.2 The State will provide insurance coverage as follows:

Bodily Injury	Single limit
Property Damage	\$1,000,000
Comprehensive	Actual cash value
Collision	\$250.00 deductible

3.5.12.3 The State will issue a document of self insurance to the user.

3.5.12.4 If any vehicle is lost, stolen or damaged beyond repair, the State will promptly notify the contractor and this agreement will be deemed terminated with respect to the affected vehicle and the State shall remit to the contractor the prevailing N.A.D.A wholesale trade-in market value minus any salvage value of the affected vehicle.

NOTE: The lease payment for any vehicle that is lost, stolen or damaged beyond repair will terminate at the point in time when the contractor is apprised of the loss/damage through verbal contact from a representative of the using agency with written confirmation to follow.

3.5.13 The State shall carry out in-house maintenance for all contracted vehicles.

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder must follow instructions contained in this RFP and on the [signatory page](#) in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The signatory page of this RFP shall be signed by an authorized representative of the bidder. However, if the bidder is a limited partnership, the signatory page of this RFP must be signed by a general partner. If the bidder is a joint venture, the signatory page of this RFP must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

Pricing and information sheets must be completed in their entirety. Failure to comply with this requirement may result in rejection of the bid proposal.

No changes or white-outs will be permitted on the specification sheets, unless each change is initialed and dated in ink by the bidder.

4.2 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](#). 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 MUST BE LABELED WITH THE BID IDENTIFICATION NUMBER AND FINAL BID OPENING DATE.** (See RFP [signatory page](#)).

4.3 NUMBER OF BID PROPOSAL COPIES

Each bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. Each bidder is to also submit **one (1) full, complete and exact copy** of the original. The copies requested are necessary in the evaluation of the bid proposal. Bidders 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 PROPOSAL CONTENT/SUBMITTALS

Bidders must submit the following:

CONTENTS	RFP SECTION REFERENCE	COMMENTS
Signatory Page	4.4.1.1	Signatory page, signed and completed. http://www.state.nj.us/treasury/purchase/bid/attachments/38086signature.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
	4.4.1.4	MacBride Principles Certification
	4.4.1.5	Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate
http://www.state.nj.us/treasury/purchase/bid/attachments/38086forms.pdf		
Bidder Data Sheet	4.4.1.6	Bidder Data Sheet http://www.state.nj.us/treasury/purchase/bid/attachments/38086bdp.pdf
Cooperative Purchasing Form	4.4.1.7	Cooperative Purchasing Form http://www.state.nj.us/treasury/purchase/bid/attachments/38086cp.pdf
RFP Specific Forms 4.4.2.1	4.4.2.1.3	Warranty Coverage (Form R-3)
	4.4.2.1.4	Technical Compliance Declaration (Form R-4)
	4.4.2.1.5	Manufacturer's Data Sheet (Form R-5)
http://www.state.nj.us/treasury/purchase/bid/attachments/38086-r.pdf		
Price Sheet(s) Product Literature	4.4.3	Price Sheet(s) http://www.state.nj.us/treasury/purchase/bid/attachments/38086ps.pdf
	4.4.2.2	Product Literature/Manufacturer's Specifications
Business Registration	4.5	Business Registration from Division of Revenue NJ Standard Terms & Conditions: Section 1.1 http://www.state.nj.us/treasury/purchase/bid/summary/06x38086.shtml

4.4.1 GENERAL FORMS

The bidder must complete and submit the following forms located on the [Advertised Solicitation, Current Bid Opportunities webpage](#).

4.4.1.1 SIGNATORY PAGE

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

4.4.1.2 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation or partnership, the bidder must complete the attached Ownership Disclosure Form. A 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.

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.

4.4.1.4 MACBRIDE PRINCIPLES CERTIFICATION

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another vendor.

The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage.

4.4.1.5 AFFIRMATIVE ACTION

The bidder must complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a State contract.

The Affirmative Action Forms are located on the Advertised Solicitation, Current Bid Opportunities webpage.

4.4.1.6 BIDDER DATA SHEET

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

4.4.1.6.1 REFERENCE DATA SHEETS - SATISFACTORY CUSTOMER SERVICE

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

4.4.1.6.2 MANDATORY CONTRACTOR DATA SHEET - TERMINATED CONTRACTS

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

4.4.1.7 COOPERATIVE PURCHASING FORM

The bidder must submit duly completed Cooperative Purchasing Form, with its bid proposal, which is located on the Advertised Solicitation, Current Bid Opportunities webpage.

4.4.2.1 RFP SPECIFIC FORMS

The bidder must complete and submit the following forms located on the Advertised Solicitation, Current Bid Opportunities webpage.

4.4.2.1.1 AND 4.4.2.1.2 RESERVED.

4.4.2.1.3 WARRANTY COVERAGE (FORM R-3)

Refer to 3.3.12

4.4.2.1.4 TECHNICAL COMPLIANCE DECLARATION (FORM R-4)

Refer to 3.2.12.2

4.4.2.1.5 MANUFACTURER'S DATA SHEET (FORM R-5)

Bidders will provide manufacturer's information with the bid proposal, using Manufacturer's Data Sheet (Form R-5), which is a part of the RFP Specific Forms located on the Advertised Solicitation web page (Current Bid Opportunities).

4.4.2.2 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.

4.4.3 COST PROPOSAL/PRICE SHEET(S)

The bidder must submit its pricing using the State supplied price sheet(s) located on the Advertised Solicitation web page (Current Bid Opportunities). 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.

4.4.4 METHOD OF BIDDING

4.4.4.1 For a bid proposal to be considered, the bidder must provide all submittals listed in 4.4 ("Proposal Content") – Signatory Page, Standard RFP Forms, Bidder Data Sheet, Cooperative Purchasing Form, RFP Specific Forms, Price Sheet and Product Literature – and satisfy Business Registration requirement.

4.4.4.2 There is a total of eight specific make and model specified for a 36-month closed end lease, creating a total of eight groups and forty-one price lines. Each unit is specified in two parts: Vehicle Specifications – Common Specifications (3.3) and Vehicle Specifications – Vehicle Specific Requirements (3.4). Thus, price bid for the specified unit shall include, among other items (delivery, inspection, etc.), costs of Common Specifications and Vehicle Specific Requirements.

4.4.4.3.1 Bidders must bid fixed price on all price lines except the last price line, which is reserved for payment. Bidders will leave the last price line blank.

4.4.4.3.2 Each group consists of the following three price line items: monthly lease rate, purchase price at the end of 36 months and excess mileage charge. Bidders must bid on each of these price lines to be qualified for the group. The other two price line items – monthly preventive maintenance charge and monthly adjustment rate – are not included in the group, which means that bidders are not required to bid on these two "non-mandatory" lines to be qualified for the group. Bidders, however, are advised to bid on these two "non-mandatory" price lines. In case of a tie-bid situation, a bidder bidding on these two price lines will have higher ranking.

4.4.4.3.3 Price lines are grouped for bid evaluation purposes only. Grouping will have no bearing once contract is awarded. Using agencies will be able to use, for example, price line 1 item only.

4.4.4.3.4 Bidders must bid on all price lines in a group to be considered for the group.

4.4.4.3.5 Award for each group shall be made based on, among other criteria specified in 6.1 of the RFP, the group price, which shall be a sum of total prices bid on the three price lines included in the group. Awardee of a group will also be awarded the two non-mandatory price lines – monthly preventive maintenance charge and monthly adjustment rate price lines – if prices bid on these two non-mandatory price lines are reasonable and doing so is in the best interest of the State.

4.4.4.3.6 Group 1 – Buick Century or Buick LaCrosse, for example, shall be awarded based on, among other criteria, group 1 price – sum of total prices on price lines 1 through 3. Price lines 4 and 5 will be awarded to group 1 awardee, if prices bid are reasonable and if doing so is in the best interest of the State.

4.4.4.5 **I M P O R T A N T N O T E:** Bidders must provide complete and accurate information, as required on the price line and throughout this RFP, and submit the required literature for each unit bid.

4.4.4.6 Quantity shown on each price line item is only an estimate. The State does not guarantee any maximum, minimum or average quantity per order or per contract.

4.4.4.7 In the event that no bid proposal offers reasonable price, the Director may determine to cancel the RFP, if deemed in the best interest of the State.

4.4.4.8 **I M P O R T A N T N O T E:** Bidders are strongly advised not to take any deviation or substitution. **Any material deviation shall result in rejection of the bid proposal as non-responsive.**

4.4.4.9 The State reserves the right to request all information necessary to evaluate a 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.

4.4.4.10 Prices 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 proposal to be disqualified for that price line item and the group that price line item is part of.

4.4.4.11 **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.

4.4.4.12 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.

4.4.4.13 Notwithstanding any other provision to the contrary, including the Cooperative Purchasing form included in this RFP, any contract resulting from this RFP will be made available to quasi-State agencies, as defined in NJSA 52:27b-56.1.

4.5 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 Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Section 1.1 of the New Jersey Standard Terms and Conditions, located on the [Advertised Solicitation, Current Bid Opportunities webpage](#), and Section 5.2 of this RFP provide additional information concerning this requirement.

4.6 EXECUTIVE ORDER 134

Refer to Section 5.18 of this RFP for more details concerning this requirement.

4.7 BID BOND

Not applicable.

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

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

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

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 New Jersey Standard Terms and Conditions located on the [Advertised Solicitation, Current Bid Opportunities webpage](#).

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the New Jersey Standard Terms and Conditions, and any addendum to this RFP, the addendum shall govern.

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

5.2 BUSINESS REGISTRATION

The following shall supplement the New Jersey Standard Terms and Conditions pertaining to Business Registration set forth in [Advertised Solicitation, Current Bid Opportunities webpage](#).

“Affiliate” means any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. An entity controls another entity if it owns, directly or individually, more than 50% of the ownership in that entity.

“Business organization” means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof;

“Business registration” means a business registration certificate issued by the Department of the Treasury or such other form or verification that a contractor or subcontractor is registered with the Department of Treasury;

“Contractor” means a business organization that seeks to enter, or has entered into, a contract to provide goods or services with a contracting agency;

“Contracting agency” means the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, or any independent State authority, commission, instrumentality or agency, or any State college or university, any county college, or any local unit; with respect to this Contract, the contracting agency shall mean the Division;

“Subcontractor” means any business organization that is not a contractor that knowingly provides goods or performs services for a contractor or another subcontractor in the fulfillment of a contract.

A contractor shall submit a copy of its business registration at the time of submission of its bid proposal in response to this RFP.

A subcontractor shall provide a copy of its business registration to any contractor who shall forward it to the contracting agency. No contract with a subcontractor shall be entered into by any contractor unless the subcontractor first provides proof of valid business registrations.

The contractor shall provide written notice to all subcontractors that they are required to submit a copy of their business registration to the contractor. The contractor shall maintain a list of the names of any subcontractors and their current addresses, updated as necessary during the course of the contract performance. The contractor shall submit to the contracting agency a copy of the list of subcontractors, updated as necessary during the course of performance of the contract. The contractor shall submit a complete and accurate list of the subcontractors to the contracting agency before a request for final payment is made to the using agency.

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.

5.3 CONTRACT TERM AND EXTENSION OPTION

5.3.1 The term of the contract will be for the period shown on the signatory page of the RFP. However, due to manufacturer-imposed restriction on fleet vehicle ordering, the contractor will not be able to accept an order after the manufacturer's published order cut-off date. In a case where the

contractor is able to offer the contracted or later model year vehicle of configuration meeting or exceeding the contract specifications at the same contract terms, conditions and pricing after the manufacturer's cut-off date but before contract expiration date, the contractor is encouraged to do so by first notifying the Purchase Bureau of its intention. The Purchase Bureau will send revised contract to the contractor and upload new information to its website, if the offer includes later model year vehicle. No vehicles, whatsoever, can be sold after the contract expiration date.

5.3.2 Failure to comply with the terms of the contract may be the basis for termination of contract, 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.

5.3.3 The Director reserves the right to terminate any contract in accordance with section 3.5 of the standard terms and conditions of State contracts.

5.3.4 In accordance with 3.2 of the Standard Terms and Conditions, with mutual agreement between the contractor and the State, the contract may be extended for a period of five years, no more than one year for a given extension, if deemed in the best interest of the State as determined by the Director. No contract shall be extended without the contractor's written consent to do so. If deemed in the best interest of the State, the aforementioned period of five years may be further extended with mutual agreement between the contractor and the State. A contractor is advised to provide all necessary documents with its proposal to extend the contract. Prior to any contract extension, a complete and in-depth evaluation of the contractor's proposal for contract extension shall be carried out. Such contract extension proposal evaluation shall be no different than the bid evaluation carried out prior to any contract award. All laws, criteria, terms and conditions that govern any bid evaluation prior to any contract award shall also apply to the evaluation of the contractor's proposal to extend the contract, including, but not limited to, 3.18 and 3.19 of the standard terms and conditions. The State reserves the right to request any information on price concessions, price reductions, rebates, monetary benefits or promotional programs offered by the manufacturer to secure any contract extension, and verify the information provided by the contractor with the manufacturer or any third party. During such evaluation of the contractor's proposal to extend the contract, however, the contractor may elect to withdraw its contract extension proposal, allowing five working days prior to effective date of the contract extension. In some exceptional situation of abnormal, unprecedented volatility, the State may consider a marginal price increase, in which case the contractor shall provide 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, but not limited to, Bidder's Signature (1.5), Contract Utilization (3.1) and Cost Proposal (4.4.3).

5.4 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, 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.

5.5 AVAILABILITY OF FUNDS

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes is made. No legal liability on the part of the State for payment of any money shall arise unless funds are made available each fiscal year to the using agency by the Legislature.

5.6 CONTRACT AMENDMENT

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

5.7 PROCEDURAL REQUIREMENTS AND AMENDMENTS

5.7.1 The contractor shall comply with procedural instructions that may be issued from time to time by the Director.

5.7.2 During the period of the contract, no contractual changes are permitted, unless approved in writing by the Director.

5.7.3 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.

5.8 THROUGH 5.9 RESERVED

5.10 REMEDIES FOR NON-PERFORMANCE

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. In this event, the Director may 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.

5.11 THROUGH 5.13 RESERVED

5.14 PERFORMANCE BOND

Not Applicable.

5.15 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.

5.16 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as required by in paragraph 3.19 of the NJ Standard Terms and Conditions, located on the [Advertised Solicitation, Current Bid Opportunities webpage](#), contractor must provide, upon contract completion or when requested by the State, to the Purchase Bureau buyer assigned, a record of all lease transactions made under its contract award resulting from this Request for Proposal. This reporting requirement only includes sales to quasi-State using agencies and, if permitted under the terms of the contract, lease transactions to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. 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 using the Contract Activity Report (Form C). The Purchase Bureau will provide blank Form C to all awardees, along with Notice of Acceptance (of bid proposal), upon contract establishment.

Submission of purchase orders, confirmations 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.

5.17 CONTRACTOR'S RESPONSIBILITIES

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

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

5.18 FORM OF COMPENSATION AND PAYMENT

This Section supplements Section 4.5 of the New Jersey Standard Terms and Conditions located on the [Advertised Solicitation, Current Bid Opportunities webpage](#). The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

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

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

5.18.1 PAYMENT TO CONTRACTOR – OPTIONAL METHOD

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 using 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 the MasterCard. Additional information can be obtained from banks or merchant service companies.

5.19 REQUIREMENTS OF EXECUTIVE ORDER 134

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Executive Order 134 was signed on September 22, 2004 ("EO 134"). Pursuant to the requirements of EO 134, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

5.19.1 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. It also 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 26 U.S.C.A. 527 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.

5.19.2 BREACH OF TERMS OF EXECUTIVE ORDER 134

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 this Order, (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 EO 134; (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 EO 134; 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 EO 134.

5.19.3 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 Executive Order 134 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.

5.19.4 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 execution 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.

6.0 PROPOSAL EVALUATION/CONTRACT AWARD

6.1 EVALUATION

For a product bid that has been determined to be in compliance with this RFP, the contract shall be awarded on the basis of the following criteria, not necessarily listed in the order of importance:

6.1.1 Group price bid.

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

6.1.3 Delivery schedule bid.

IMPORTANT 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, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

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

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

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

6.3 CONTRACT AWARD

6.3.1 A single award shall be made for each group with reasonable promptness by written notice to that responsible bidder whose bid, conforming to the RFP, will be the most advantageous to the State, price and other factors considered. There shall be a total of eight awards, one for each group.

6.3.2 The State reserves the right to cancel this RFP if it is in the best interest of the State to do so.

State of New Jersey

Standard Terms and Conditions

Applicable to all advertised DPP Procurements unless otherwise indicated

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.

- 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.

- 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.

State of New Jersey

Standard Terms and Conditions

Applicable to all advertised DPP Procurements unless otherwise indicated

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. Commercial General Liability Insurance: 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 Commercial General Liability Insurance policy 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 Commercial General Liability Insurance occurrence coverage forms 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
 - \$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.

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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 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.

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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 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.

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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.
- 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.

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- 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.

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.

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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.

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.

BIDDER'S DATA PACKET

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly note here that it is doing so:

CUSTOMER SERVICE CONTACT DATA

Name of individual that may be contacted at all times if information, service, or problem solving is required by the Using Agency. This service shall be available at no additional charge.

Name: <u>GREG MCINTYRE</u>			Telephone Number: [REDACTED]
Address: <u>5700 WHEELWRIGHT WAY</u>			Fax Number: [REDACTED]
City: <u>HAYMARKET</u>	State: <u>VA</u>	Zip: <u>03106</u>	Years experience: <u>25 YR.</u>
			Identify accounts serviced:

REFERENCE - SATISFACTORY CUSTOMER SERVICE

Supply the name(s) and contact information of present customers you are servicing for contracts of a similar size and scope to those required by this RFP.

	Firm Name	# of Years a Customer	Contact Name	Phone #
1	STATE OF NY	5	BEVERLY MOORE	[REDACTED]
2	GSA	5	IRA HERMAN	[REDACTED]
3	STATE OF N.J.	3	GEORGE JONES	[REDACTED]
4				
5				

TERMINATED CONTRACTS

Provide a list of contracts, if any, your firm has been terminated from during the last three years along with the reason that your contract was terminated. List name of contact person and phone number of the firm which terminated your firm's contract.

	Firm Name	Contact Name	Phone #	Reason for Termination
1	NONE			
2				
3				

Signature:

Date:

BIDDER'S DATA PACKET

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly note here that it is doing so:

CUSTOMER SERVICE CONTACT DATA

Name of individual that may be contacted at all times if information, service, or problem solving is required by the Using Agency. This service shall be available at no additional charge.

Name: <u>Karrie-Linn Velms</u>	Telephone Number: <u>[REDACTED]</u>
Address: <u>440 Washington Ave</u>	Fax Number: <u>[REDACTED]</u>
City: <u>North Haven CT</u> State: <u>CT</u> Zip: <u>06473</u>	Years experience: <u>11</u>
	Identify accounts serviced: <u>GSA, US Navy, New York State</u>

REFERENCE - SATISFACTORY CUSTOMER SERVICE

Supply the name(s) and contact information of present customers you are servicing for contracts of a similar size and scope to those required by this RFP.

	Firm Name	# of Years a Customer	Contact Name	Phone #
1	New York State OGS	7	[REDACTED]	[REDACTED]
2	Fort McCoy, WI	2	[REDACTED]	[REDACTED]
3	Mississippi National Guard	2	[REDACTED]	[REDACTED]
4	District of Columbia, Public Works	4	[REDACTED]	[REDACTED]
5	Food and Drug Admin.	2	[REDACTED]	[REDACTED]

TERMINATED CONTRACTS

Provide a list of contracts, if any, your firm has been terminated from during the last three years along with the reason that your contract was terminated. List name of contact person and phone number of the firm which terminated your firm's contract.

	Firm Name	Contact Name	Phone #	Reason for Termination
1				
2	<u>None</u>			
3				

Signature:

Karrie-Linn Velms

Date:

November 21, 2005

BIDDER'S DATA PACKET

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly note here that it is doing so:

CUSTOMER SERVICE CONTACT DATA

Name of individual that may be contacted at all times if information, service, or problem solving is required by the Using Agency. This service shall be available at no additional charge.

Name: THOMAS PERANTEAU			Telephone Number: [REDACTED]
Address: 1820 RT 38, PO BOX 619			Fax Number: [REDACTED]
City: LUMBERTON	State: NJ	Zip: 08048	Years experience: 17
			Identify accounts serviced: 5

REFERENCE - SATISFACTORY CUSTOMER SERVICE

Supply the name(s) and contact information of present customers you are servicing for contracts of a similar size and scope to those required by this RFP.

	Firm Name	# of Years a Customer	Contact Name	Phone #
1	GILES & RANSOME INC	20	BILL HALLMAN	[REDACTED]
2	PENN CITY ELEVATOR CO	15	RICK TEMPLETON	[REDACTED]
3	BANCROFT NEUROHEALTH	15	CHRIS AHA	[REDACTED]
4	STATE OF NJ	12	MIKE FRIEL	[REDACTED]
5	NJ STATE POLICE	12	BOB TISCIONE	[REDACTED]

TERMINATED CONTRACTS

Provide a list of contracts, if any, your firm has been terminated from during the last three years along with the reason that your contract was terminated. List name of contact person and phone number of the firm which terminated your firm's contract.

	Firm Name	Contact Name	Phone #	Reason for Termination
1				
2				
3				

Signature: 

Date: 12/12/05

BIDDER'S DATA PACKET

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly note here that it is doing so:

CUSTOMER SERVICE CONTACT DATA

Name of individual that may be contacted at all times if information, service, or problem solving is required by the Using Agency. This service shall be available at no additional charge.

Name: <u>Jerry Duff</u>	Telephone Number: [REDACTED]
Address: <u>2127 Essey Ct</u>	Fax Number: [REDACTED]
City: <u>Crofton</u> State: <u>md</u> Zip: <u>21114</u>	Years experience: <u>34</u>
	Identify accounts serviced: <u>I manage over 4000 leased vehicles.</u>

We are a FSA approved lease vendor
- Contract # GS30F0019P

REFERENCE - SATISFACTORY CUSTOMER SERVICE

Supply the name(s) and contact information of present customers you are servicing for contracts of a similar size and scope to those required by this RFP.

	Firm Name	# of Years a Customer	Contact Name	Phone #
1	<u>Pennsylvania Rating Bureau</u>	<u>34</u>	<u>Linda Izard</u>	[REDACTED]
2	<u>Southern Management</u>	<u>25</u>	<u>Bonnie Green</u>	[REDACTED]
3	<u>BFPE Inc.</u>	<u>20</u>	<u>Bill Jenkins</u>	[REDACTED]
4	<u>Earbeck Corp.</u>	<u>20</u>	<u>Jim Earbeck</u>	[REDACTED]
5	<u>USAL Services</u>	<u>30</u>	<u>Elmer Jones</u>	[REDACTED]

TERMINATED CONTRACTS

Provide a list of contracts, if any, your firm has been terminated from during the last three years along with the reason that your contract was terminated. List name of contact person and phone number of the firm which terminated your firm's contract.

	Firm Name	Contact Name	Phone #	Reason for Termination
1				
2	<u>We have never had a lease terminated</u>			
3				

Signature:

Jerry Duff

Date:

11/29/05

Form R-3 - Warranty Coverage

Pursuant to Sections 3.3.12 and 4.4 of the RFP, bidders must provide detailed information on standard warranty which exceeds the specified one-year warranty for each vehicle bid, as follows (as applicable). Each aftermarket component shall be included.

Prime Unit: ALL GM VEHICLES

Make/Model: BUICK LACROSSE Months: 36 Miles: 36,000

Powertrain:

Engine: Months: 36 Miles: 36,000

Transmission: Months: 36 Miles: 36,000

Corrosion: Months: 6 YR Miles: 100,000

Exclusions or limitations or deductibles _____

APPROVED

Prime Unit:

Make/Model: CHEVY MONTECARLO Months: 36 Miles: 36,000

Powertrain:

Engine: Months: 36 Miles: 36,000

Transmission: Months: 36 Miles: 36,000

Corrosion: Months: 6 YR Miles: 100,000

Exclusions or limitations or deductibles _____

NOT APPROVED

Prime Unit:

Make/Model: PONTIAC GRAND PRIX Months: 36 Miles: 36,000

Powertrain:

Engine: Months: 36 Miles: 36,000

Transmission: Months: 36 Miles: 36,000

Corrosion: Months: 6 YR Miles: 100,000

Exclusions or limitations or deductibles _____

NOT APPROVED

Form R-3 - Warranty Coverage

Pursuant to Sections 3.3.12 and 4.4 of the RFP, bidders must provide detailed information on standard warranty which exceeds the specified one-year warranty for each vehicle bid, as follows (as applicable). Each aftermarket component shall be included.

Prime Unit:Make/Model: HONDA ACCORD Months: 36 Miles: 36,000**Powertrain:**Engine: Months: 36 Miles: 36,000Transmission: Months: 36 Miles: 36,000Corrosion: Months: 5 YR Miles: 50,000

Exclusions or limitations or deductibles _____

Prime Unit:Make/Model: CHRYSLER SEBRING Months: 36 Miles: 36,000**Powertrain:**Engine: Months: 36 Miles: 36,000Transmission: Months: 36 Miles: 36,000Corrosion: Months: 5 YR Miles: 100,000

Exclusions or limitations or deductibles _____

Prime Unit:Make/Model: MERCURY MILAN Months: 36 Miles: 36,000**Powertrain:**Engine: Months: 36 Miles: 36,000Transmission: Months: 36 Miles: 36,000Corrosion: Months: 5 YR Miles: UNLIMITED

Exclusions or limitations or deductibles _____

NOT APPROVED**NOT APPROVED****APPROVED**

Form R-3 - Warranty Coverage

Pursuant to Sections 3.3.12 and 4.4 of the RFP, bidders must provide detailed information on standard warranty which exceeds the specified one-year warranty for each vehicle bid, as follows (as applicable). Each aftermarket component shall be included.

Prime Unit:Make/Model: NISSAN ALTIMA Months: 36 Miles: 36,000**Powertrain:**Engine: Months: 5 YR Miles: 60,000Transmission: Months: 5 YR Miles: 60,000Corrosion: Months: 5 YR Miles: 50,000

Exclusions or limitations or deductibles _____

APPROVED**Prime Unit:**

Make/Model: _____ Months: _____ Miles: _____

Powertrain:

Engine: Months: _____ Miles: _____

Transmission: Months: _____ Miles: _____

Corrosion: Months: _____ Miles: _____

Exclusions or limitations or deductibles _____

Prime Unit:

Make/Model: _____ Months: _____ Miles: _____

Powertrain:

Engine: Months: _____ Miles: _____

Transmission: Months: _____ Miles: _____

Corrosion: Months: _____ Miles: _____

Exclusions or limitations or deductibles _____

Form R-3 - Warranty Coverage

Pursuant to Sections 3.3.12 and 4.4 of the RFP, bidders must provide detailed information on standard warranty which exceeds the specified one-year warranty for each vehicle bid, as follows (as applicable). Each aftermarket component shall be included.

Prime Unit:Make/Model: Buick Lacrosse CX Months: _____ Miles: _____**Powertrain:**

Engine: _____ Months: _____ Miles: _____

Transmission: Months: 48 Miles: 50,000Corrosion: Months: 48 Miles: 50,000Exclusions or limitations or deductibles none**Prime Unit:**Make/Model: Chevrolet Monte Carlo LS Months: _____ Miles: _____**Powertrain:**Engine: _____ Months: 36 Miles: 36,000Transmission: Months: 36 Miles: 36,000Corrosion: Months: 72 Miles: 100,000Exclusions or limitations or deductibles none**Prime Unit:**Make/Model: Ford Taurus SE Months: _____ Miles: _____**Powertrain:**

Engine: _____ Months: _____ Miles: _____

Transmission: Months: 36 Miles: 36,000Corrosion: Months: 60 Miles: unlimitedExclusions or limitations or deductibles none

Form R-3 - Warranty Coverage

Pursuant to Sections 3.3.12 and 4.4 of the RFP, bidders must provide detailed information on standard warranty which exceeds the specified one-year warranty for each vehicle bid, as follows (as applicable). Each aftermarket component shall be included.

Prime Unit:

Make/Model: Honda Accord EX-L Months: _____ Miles: _____

Powertrain:

Engine: Months: 36 Miles: 36,000

Transmission: Months: 36 Miles: 36,000

Corrosion: Months: 60 Miles: 60,000

Exclusions or limitations or deductibles _____

None

APPROVED**Prime Unit:**

Make/Model: Mercury Milan 3.0 Months: _____ Miles: _____

Powertrain:

Engine: Months: 36 Miles: 36,000

Transmission: Months: 36 Miles: 36,000

Corrosion: Months: 60 Miles: Unlimited

Exclusions or limitations or deductibles _____

None

NOT APPROVED**Prime Unit:**

Make/Model: Nissan Altima Months: _____ Miles: _____

Powertrain:

Engine: Months: 60 Miles: 60,000

Transmission: Months: 60 Miles: 60,000

Corrosion: Months: _____ Miles: _____

Exclusions or limitations or deductibles _____

None

NOT APPROVED

Honda Certified Used Cars

Warranty



Every Honda Certified Used Car comes with peace of mind because of one of the most extensive used-car warranties in the business.

It covers major engine and transmission components, except for standard maintenance items, body glass and interior.

Honda will repair or replace any covered part that is defective in material or workmanship under normal use. There is a \$0 deductible and the following major systems/components are covered:

Limited Warranty Coverage

1 YR/ 12,000 MI.	2 YRS/ 24,000 MI.	3 YEARS/ 36,000 MI.	4 YEARS/ 48,000 MI.	5 YEARS	6 YEARS	7 YEARS/ 100,000 MI.
Powertrain Equipment						
New Cars*			Certified Used**			
Non-powertrain Equipment						
New Cars*			Certified Used**			

Powertrain

Covered for seven years or 100,000 miles (whichever comes first) from the vehicle's original in-service date.

Non-Powertrain Equipment

Covered for 12 months or 12,000 miles (whichever comes first) from the original warranty expiration date or, if the original warranty has expired, from the Honda Certified Used Cars purchase date.

Powertrain Items Covered

- Engine
- Drive System
- Transmission

Non-Powertrain Equipment Items Covered

- Steering
- Suspension
- Electrical
- Air Conditioning
- Heating and Cooling
- Fuel System
- Switches
- Audio Repairs (Honda audio systems only)
- Sensors

*Body corrosion and some emissions components and seat belts are covered longer. See your vehicle's original warranty information booklets for specific items.

**If the new-car limited warranty has already expired upon delivery, the 12-month/12,000-mile coverage starts on the day you buy or lease the car.

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Form R-3 - Warranty Coverage

Pursuant to Sections 3.3.12 and 4.4 of the RFP, bidders must provide detailed information on standard warranty which exceeds the specified one-year warranty for each vehicle bid, as follows (as applicable). Each aftermarket component shall be included.

Prime Unit:Make/Model: BUICK LACROSSE Months: 48 Miles: 50,000**Powertrain:**Engine: NOT APPROVEDTransmission: Months: 48 Miles: 50,000Corrosion: Months: 48 Miles: 50,000

Exclusions or limitations or deductibles _____

Prime Unit:Make/Model: CHEV MONTE CARLO Months: 36 Miles: 36,000**Powertrain:**Engine: NOT APPROVEDTransmission: Months: 36 Miles: 36,000Corrosion: Months: 72 Miles: 100,000

Exclusions or limitations or deductibles _____

Prime Unit:Make/Model: FORD TAURUS Months: 36 Miles: 36,000**Powertrain:**Engine: Months: 36 Miles: 36,000 **APPROVED**Transmission: Months: 36 Miles: 36,000Corrosion: Months: 72 Miles: 100,000

Exclusions or limitations or deductibles _____

Form R-3 - Warranty Coverage

Pursuant to Sections 3.3.12 and 4.4 of the RFP, bidders must provide detailed information on standard warranty which exceeds the specified one-year warranty for each vehicle bid, as follows (as applicable). Each aftermarket component shall be included.

Prime Unit:

Make/Model: Pontiac Grand Prix Months: 36 Miles: 45,000

Powertrain:

Engine: Months: 36 Miles: 36,000

Transmission: Months: 36 Miles: 36,000

Corrosion: Months: 72 Miles: 100,000

Exclusions or limitations or deductibles _____

APPROVED**Prime Unit:**

Make/Model: Honda Accord LX Months: 36 Miles: 45,000

Powertrain:

Engine: Months: 36 Miles: 36,000

Transmission: Months: 36 Miles: 36,000

Corrosion: Months: 60 Miles: 50,000

Exclusions or limitations or deductibles _____

NOT APPROVED**Prime Unit:**

Make/Model: Vision Altima SE Months: _____ Miles: _____

Powertrain:

Engine: Months: _____ Miles: _____

Transmission: Months: _____ Miles: _____

Corrosion: Months: 60 Miles: unlimited

Exclusions or limitations or deductibles _____

NOT APPROVED

Form R-3 - Warranty Coverage

Pursuant to Sections 3.3.12 and 4.4 of the RFP, bidders must provide detailed information on standard warranty which exceeds the specified one-year warranty for each vehicle bid, as follows (as applicable). Each aftermarket component shall be included.

Prime Unit:

Make/Model: Chrysler Sebring Touring Months: 36 Miles: 45,000

Powertrain:

Engine: Months: 36 Miles: 36,000

Transmission: Months: 36 Miles: 36,000

Corrosion: Months: 60 Miles: 100,000

Exclusions or limitations or deductibles _____

APPROVED**Prime Unit:**

Make/Model: _____ Months: _____ Miles: _____

Powertrain:

Engine: Months: _____ Miles: _____

Transmission: Months: _____ Miles: _____

Corrosion: Months: _____ Miles: _____

Exclusions or limitations or deductibles _____

Prime Unit:

Make/Model: _____ Months: _____ Miles: _____

Powertrain:

Engine: Months: _____ Miles: _____

Transmission: Months: _____ Miles: _____

Corrosion: Months: _____ Miles: _____

Exclusions or limitations or deductibles _____

Form R-5 - Manufacturer's Data Sheet

Pursuant to Section 4.4 (specifically 4.4.2.1.5) of the RFP, 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:

Make: CHEV, PONT. & BUICK Model: MONT CARLO, GRAND PRIX & LACROSSE

Name: ELLIOTT EICHENHOLZ

Manufacturer: GM

APPROVED

Address: FOXBOROUGH MA 02035

Phone: 800 321 0164 x6869 Fax: 508 698 9722

E-mail address: ELLIOTT.EICHENHOLZ@gm.com

Make: MERCURY Model: MILAN

Name: CATHY MORRISSEY

Manufacturer: FORD - MERCURY

APPROVED

Address: ROBURN MA

Phone: 508 767 0519

Fax: _____

E-mail address: C.MORRISSEY@FORD.COM

Make: CHRYSLER Model: SABRINE

Name: DAVID DUGAN

Manufacturer: CHRYSLER

NOT APPROVED

Address: BOSTON MA

Phone: 508 261 2158

Fax: _____

E-mail address: djd20@dcx.com

Make: HONDA Model: ACCORD

Name: JOHN SULLIVAN

Manufacturer: HONDA

Address: TORRANCE, CA

Phone: 310 783 2000 Fax:

E-mail address: N/A

NOT APPROVED

Make: NISSAN Model: ALTIMA

Name: CLINT RICHEY

Manufacturer: NISSAN

Address: GARDENA, CA

Phone: 310 771-5844 Fax: 310 771-6234

E-mail address: CLINT.RICHEY@NISSAN-USA.COM

APPROVED

MERCHANTS AUTOMOTIVE GROUP, INC.

Form R-5 - Manufacturer's Data Sheet

Pursuant to Section 4.4 (specifically 4.4.2.1.5) of the RFP, 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:

Make: Buick Model: LaCrosse CXName: Mr. Eddie MessengerManufacturer: General MotorsAddress: 1 Pepsi Way, Somers NY 10589Phone: 800 321 0164, box 5050 Fax: 914 244 4644E-mail address: eddie.messenger@gm.com**NOT APPROVED**Make: Chevrolet Model: Monte Carlo LSName: Mr. Eddie MessengerManufacturer: General MotorsAddress: 1 Pepsi Way Somers NY 10589Phone: 800 321 0164 box 5050 Fax: 914 244 4644E-mail address: eddie.messenger@gm.com**APPROVED**Make: Ford Model: Taurus SEName: Mr. Donald CobbManufacturer: Ford Motor CompanyAddress: 352 Turnpike Rd, Suite 306 Southborough, MA 01772Phone: 508 490 6187 Fax: 508 490 1646E-mail address: dcobb@ford.com**NOT APPROVED**

Form R-5 - Manufacturer's Data Sheet

Pursuant to Section 4.4 (specifically 4.4.2.1.5) of the RFP, 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:

Make: Honda Model: Accord LXV6

Name: Mr Stephen Engle

Manufacturer: American Honda

Address: 115 Gaither Dr, MT. Laurel NJ

Phone: 856 866 3615 Fax: _____

E-mail address: Stephen-engle@ahm.honda.com

APPROVED

Make: Mercury Model: Milan 3.0

Name: Mr

Manufacturer: _____

Address: 352 Turnpike Rd Suite 306, Southborough MA 01772

Phone: 508 490 6187 Fax: 508 490 6046

E-mail address: dcobh@ford.com

NOT APPROVED

Make: Nissan Model: Altima SE

Name: Mr

Manufacturer: _____

Address: 5714 Westview Dr, Orange CA 92869

Phone: 714 633-6444 Fax: _____

E-mail address: bob.topor@nissan-usa.com

NOT APPROVED

Form R-5 - Manufacturer's Data Sheet

Pursuant to Section 4.4 (specifically 4.4.2.1.5) of the RFP, 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:

Make: BUICK Model: LACROSSE
Name: Brad
Manufacturer: BUICK
Address: 851 Duportail Rd Wayne, PA 19087
Phone: 610-212-1289 Fax: 610-738-0837
E-mail address: brad.beauchamp@gm.com

NOT APPROVED

Make: CHEVROLET Model: MONTE CARLO
Name: Brad
Manufacturer: CHEVROLET
Address: 851 Duportail Rd Wayne, PA 19087
Phone: 610-212-1289 Fax: 610-738-0837
E-mail address: brad.beauchamp@gm.com

NOT APPROVED

Make: FORD Model: TAURUS
Name: Gene Morabito
Manufacturer: FORD
Address: 256 Eagleview Blvd Exton, PA 19341
Phone: 610-873-6355 Fax: 610-873-2785
E-mail address: gmorabito@ford.com

APPROVED

Form R-5 - Manufacturer's Data Sheet

Pursuant to Section 4.4 (specifically 4.4.2.1.5) of the RFP, 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:

Make: Pontiac Model: Grand Prix
Name: Anderson Pontiac
Manufacturer: General Motors
Address: Howard & 25th St. Baltimore, MD 21218
Phone: 410-467-8800 Fax: 410-554-1540
E-mail address: _____

APPROVED

Make: Honda Model: Accord LX
Name: Sussman Honda
Manufacturer: _____
Address: Jenkintown & Barber Roads Jenkintown, PA 19046
Phone: 215-887-1800 Fax: 215-887-7795
E-mail address: _____

NOT APPROVED

Make: Nissan Model: Altima SE
Name: Bob Bell Nissan
Manufacturer: _____
Address: 849 W. Street Road Warrinsette, PA 18974
Phone: 215-674-9300 Fax: 215-672-5534
E-mail address: _____

NOT APPROVED

Form R-5 - Manufacturer's Data Sheet

Pursuant to Section 4.4 (specifically 4.4.2.1.5) of the RFP, 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:

Make: Chrysler Model: Sebring Touring
Name: Northeast Auto Outlet
Manufacturer: Daimler Chrysler Motors
Address: Grant Avenue & Academy Road Philadelphia, PA
Phone: 215-969-3159 Fax: 215-969-3160
E-mail address: _____

APPROVED

Make: _____ Model: _____
Name: _____
Manufacturer: _____
Address: _____
Phone: _____ Fax: _____
E-mail address: _____

Make: _____ Model: _____
Name: _____
Manufacturer: _____
Address: _____
Phone: _____ Fax: _____
E-mail address: _____