



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

Stake Body Truck, Cabover, 35,000 lb. GVWR with 16' Body & Accessories (T-2537)

Bid Number: 07-X-38905

Date Issued: 5/1/07

Using Agency

State of New Jersey
Cooperative Purchasing Members

The NOA consists of the following:

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

Note:

1. For information pertinent to this contract and all other New Jersey motor vehicle contracts (both road and off-road vehicles), visit the motor vehicle contracts website at the following address (lowercase):
<http://www.state.nj.us/treasury/purchase/mvcontracts.htm>

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the State Agencies, Quasi-State Agencies and other Cooperative Purchasing Program participants. The purpose of this RFP is to solicit bid proposals for Stake Body Truck, Cabover, 35,000 lb. GVWR with 16' Body and Accessories. (See 2.0 Definitions.)

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

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

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

1.2 BACKGROUND

In August 2003, as part of term contract T-2174, the following award was made for a similar stake body truck, except that the stake body awarded last time included 33,000 lb. GVWR chassis and 20' body in lieu of 35,000 lb. chassis and 16' body specified in this RFP. This information is provided as a reference only; no guarantee is made as to similarity, or lack of it, between the two vehicles.

Commodity code/brand	Contract Price
33,000 lb. GVWR Cabover Chassis	\$46,960.00

Make/Model: 2004 GMC TT7F042

Option: 20 ft. Stake Body	\$6,514.00
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Make/Model: Omaha Standard HD20'6"
Installer: Cliffside Body Corp.

Option: Generator, Safety Lights & Accessories	\$17,000.00
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Generator Make/Model: Genset 5000 watt
in lockable vented compartment at rear
curbside

Lightbar Make/Model: Whelen Edge LFL-
Liberty Cab roof mounted with switch
control box

Arrowboard Make/Model: Superior Signal
Power Tilt mounted on headboard 24" X
48" 15 lamp with in-cab control

Work Lights Make/Model: (2) 12V
Halogen on 4' telescopic pole selectable
spot/flood one on each side on forward
end of platform (removable)

Safety Lights Make/Model: Two pair LED
flashing amber - controlled by cab
mounted switch box

Intercom Make/Model: 2-Way voice
station - three slave stations and one
master in cab - Atkinson Dynamic
Intercoms

Traffic Cone Stations Cutout in stake
body with basket - includes ladder safety
bar and safety lanyard

Ballast: Modify platform for impact
attenuator installation including ballast
weight to comply with 19,842 lb. less the
supplied chassis curb weight of 10,538 lb.

External Speaker: Waterproof for future
radio

Impact Attenuator Brackets: Install for
Traffix Devices model Scorpion 1000
impact attenuator including Cole Hersee
12063 trailer light plug

Option: One Set of Parts, Service and Operation and Maintenance Manuals	\$600.00
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Option: Special Monotone Paint Color in lieu of Manufacturer's Standard Paint Color.	\$500.00
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1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

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

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

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

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

1.3.2 SUBMISSION OF BID PROPOSAL

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

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

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

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

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

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

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

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

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

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

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

1.4.2 BIDDER RESPONSIBILITY

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

1.4.3 COST LIABILITY

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

1.4.4 CONTENTS OF BID PROPOSAL

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

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

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

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

1.4.5 PRICE ALTERATION

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

1.4.6 BID ERRORS

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

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

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

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

Department of the Treasury
Purchase Bureau, PO Box 230
33 West State Street – 9th Floor
Trenton, New Jersey 08625-0230
Attention: Supervisor, Business Unit

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

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

1.4.7 JOINT VENTURE

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

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

The following definitions 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 after contract award. An amendment is not effective until signed by the Director, Division of Purchase and Property or his/her designee.

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

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

Contractor - The contractor is the bidder awarded a contract.

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

Division - The Division of Purchase and Property.

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

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

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

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

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

State - State of New Jersey

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

2.2 CONTRACT SPECIFIC DEFINITIONS

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

Non-State Agency - Any using Agency other than the State agencies (Cooperative Purchasing participants). 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.

Ordering Agency - Any using agency placing a purchase order based upon 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.

Term Contract – Recurring contract. The contract established as a result of this RFP will be a term contract, established for the period shown on the signatory page, and reproced (new contracts established) prior to the contract expiration date, to provide continuation of service. A term contract is normally identified with a contract index number (T#), T-2537 for example. A term contract, if agreeable to the contractor, is extended to all State and non-State agencies.

Unit - Vehicle ("truck", "commodity" or "item"), Stake Body Truck, Cabover, 35,000 lb. GVWR with 16' Body and Accessories, as specified herein, made available for outright purchase 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. 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. 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 - trailer body, winch, liftgate or the like - installed on the vehicle chassis (prime unit) by a manufacturer or an 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 procure the specified unit as a service to the Department of Transportation (“DOT”), and other State agencies and Cooperative Purchasing participants. It is strongly anticipated that the DOT will purchase thirteen (13) units (1032273, 06-DCN-0094).

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

3.2 CONTRACT SPECIFIC REQUIREMENTS

3.2.1 Bidders 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 and 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 The unit outlined in this specification is for a standard manufacturer's product line available to the general public. This RFP is intended to be non-restrictive to allow bidders to bid any unit make, which is equal in performance to the one specified herein.

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

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

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

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

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

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

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

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

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

3.2.11.5 List of Aftermarket Installers:

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

Cliffside Body Corporation
130 Broad Avenue, Fairview, NJ 07022
Phone: (201) 945-3970, Fax: (201) 945-7534

Ziebart (H M J Autocar, Inc.)
90 Route 23 N, Riverdale, NJ 07557
Phone: (973) 831-9595, Fax: (973) 831-8236

3.2.12 TECHNICAL COMPLIANCE DECLARATION

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 (**"Deviation or Substitution" spaces provided at the end of each item in Section 3.4 of the RFP**). Failure to supply the required information in the prescribed manner may disqualify the bid proposal.

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

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

3.2.12.4 It is the responsibility of bidders, when taking any deviation or offering a substitute, to furnish proof via manufacturer's drawing, blueprints, specifications, certifications, etc., that such deviation or substitution 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 Brand Names: Brand names have been kept to a minimum in this RFP; but if a brand name is given, unless specified otherwise, the term "or approved equal" is considered to follow the brand name. Wherever a brand name is used, it is meant to denote the minimum level of quality and performance. Any item supplied as an "equal" must be approved by the State during the bid evaluation and prior to an award. It shall be understood that specifying a brand name, components or equipment in this specification shall not relieve the contractor from its responsibility to produce the vehicle in accordance with the performance warranty and contractual requirements, industry standards and practices, Federal and New Jersey safety Standard and Regulations, Society of Automotive Engineers (SAE) Standards and other applicable standards.

3.2.14 Post-Order Pre-Production Meeting and Inspections:

3.2.14.1 The contractor shall coordinate and attend a post-order pre-production meeting, if required by the ordering agency, at a location convenient to the ordering agency, to provide all necessary information prior to building any prototype unit or scheduling the production.

3.2.14.2 Only after the post-order meeting, if required by the ordering agency, and subsequent approval from the ordering agency shall the contractor begin the production.

3.2.14.3 The contractor shall coordinate with the ordering agency for a pre-paint inspection for each unit ordered, if required by the ordering agency.

3.2.14.4 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 Section [3.5](#) of this RFP.

3.2.14.5 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.

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

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

3.2.17 Bidders shall provide the vehicle as a certified low emission vehicle (LEV) or cleaner if available from the manufacturer at no extra charge.

3.2.18 Unless specified otherwise, bidders shall not delete a manufacturer's standard equipment or feature, even if the equipment or feature is not specified explicitly.

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

3.3 VEHICLE SPECIFICATIONS – GENERAL PROVISIONS

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

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

3.3.3 Finish: The unit and all its components are to be cleaned and painted with a manufacturer's standard primer and finished with the manufacturer's standard lead-free paint color. All paint shall be same shade. The ordering agency will specify the manufacturer's standard one-tone paint color at the time of ordering.

3.3.4 Weight Chart:

Front axle	7,769 lb.
Rear axle	7,076 lb.
Total	14,845 lb.

Front axle	8,532 lb.
Rear axle	11,310 lb.
Total	19,842 lb.

Front	_____	lb.
Rear	_____	lb.
Total	_____	lb.

Make/Model: GMC TT7F042

Wheelbase: [170"](#) Cab-to-axle: [139"](#)

Front Component Ratings:

Component	Rating lbs.
Front axle	12,000
Front springs/ suspension	12,000
Front tires/ rims	12,350
Front G.A.W.R. 12,000 (least rated front component)	

Rear Component Ratings:

Component	Ratings lbs.
Rear axle	23,000
Rear springs/ suspension	23,500
Rear tires/ rims	23,360
Rear G.A.W.R. 23,000 (least rated rear component)	

G.V.W.R. [35,000](#) lb.
(Not to exceed a sum of front GAWR and rear GAWR)

3.3.5 Manuals: The contractor shall supply one line set sheet for each unit. A unit shall comprise each and every assembly system and/or component. In addition to the line set sheet, the contractor shall provide the operation and maintenance manuals for each and every assembly system and/or component that makes up the unit. The contractor shall also include any other manuals that the manufacturer provides as the standard manuals.

Examples of, but not necessarily limited to, assembly system and /or component include:

- A) Engine
- B) Drive system
- C) Electrical system

The manuals shall be delivered to the ordering agency, upon delivery of the first unit. Failure to supply these manuals shall hold up processing of invoices for payment.

Note: These manuals are required as a part of base unit purchase (Price line 1) and are not part of the "Optional Manuals" specified in Section 3.4.4 (Price line 4).

3.3.6 Training: Complete instructions on the operation and maintenance of each unit and a demonstration on the operation of the unit shall be given by the contractor, if requested by the ordering agency. Training is to include driver training with instruction on proper operation of the vehicle. Basic preventive maintenance of the vehicle is to also be included in this training session. This demonstration shall be a formal training session and shall be arranged with the contractor, conducted within two (2) weeks of delivery of the first unit, at the convenience of the ordering agency. The training session shall be conducted at the location of delivery or at any field location, within the State of New Jersey.

3.3.7 Guarantee/Warranty: The contractor must guarantee that the unit 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, perform their functions adequately, and operate 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 are to indicate standard warranty which exceeds the specified one year period:

3.3.7.1 Cabover Chassis:

Coverage: [Free from defect in material or workmanship](#)

Warranty period: [2 years/unlimited mileage](#)

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

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

Deductible: [0](#)

3.3.7.2 Corrosion:

Coverage: [Rust through](#)

Warranty period: [5 years/unlimited mileage](#)

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

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

Deductible: [0](#)

3.3.7.3 Engine:

Coverage: [Engine malfunction from defect in material or workmanship](#)

Warranty period: [3 years/unlimited mileage](#)

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

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

Deductible: [0](#)

3.3.7.4 Transmission:

Coverage: [Repairs and replacement to correct any transmission malfunction from defect in material or workmanship](#)

Warranty period: [2 years/unlimited mileage](#)

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

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

Deductible: [0](#)

3.3.7.5 Stake Body:

Coverage: [Free from defects in material and workmanship](#)

Warranty period: [3 years or 36,000 miles](#)

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

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

Deductible: [0](#)

3.3.7.6 Generator:

Coverage: [Free from defects in material and workmanship](#)

Warranty period: [one year](#)

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

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

Deductible: [0](#)

3.3.7.7 Light Bar:

Coverage: [User direct – free from defects in material or workmanship](#)

Warranty period: [2 years on light bar/ 5 years on power supplies](#)

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

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

Deductible: [0](#)

3.3.7.8 Arrowboard:

Coverage: [Free from defects in material or workmanship](#)

Warranty period: [One year](#)

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

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

Deductible: [0](#)

3.3.7.8 Work Lights:

Coverage: [Parts failure or malfunction due to design, construction or defects in workmanship](#)

Warranty period: [2 years, excluding bulbs](#)

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

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

Deductible: [0](#)

3.3.7.10 Safety Lights:

Coverage: [Free from defects in workmanship and materials](#)

Warranty period: [Limited lifetime](#)

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

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

Deductible: [0](#)

3.3.8 The contractor must supply the following at the time of delivery:

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

3.3.8.2 [Diesel Emission Approval Sticker](#)

3.4 VEHICLE SPECIFICATIONS – TECHNICAL PROVISIONS

IMPORTANT NOTE: Bidders must provide all information required throughout this section, including deviation/substitution, in the spaces provided.

3.4.1 35,000 LB. GVWR CABOVER CHASSIS (PRICE LINE: 1)

3.4.1.1 Dimensions and Capacities:

GVWR----- 35,000 lb.

GAWR----- Front: 12,000 lb.
Rear: 23,000 lb.

WB----- 159" – 188"

Deviation or Substitution: [None.](#)

3.4.1.2 Axles:

Front -Type ----- Heat treated, forged steel I-beam with oil filled wheel hubs
Capacity----- To meet GAWR

Rear – Type----- Single reduction
Capacity----- To meet GAWR.
Ratio----- To be selected during or after award

Top Speed----- 65 mph with full load

Rear axle to have synthetic lubricant.

Rear axle ratio to be selected to permit a top speed of 65 mph.

Bidders to list rear axle ratio bid: [5.29](#)

Bidders to list other rear axle ratios available at no extra cost:

[4.88](#) [3.36](#) [3.55](#) [3.70](#) [3.90](#) [4.11](#) [4.33](#) [4.63](#) [5.57](#) [6.17](#) [6.50](#) [7.17](#)

Deviation or Substitution: [None.](#)

3.4.1.3 Brakes:

Parking – Type-----	Transmission mounted or spring set mounted at rear wheels.
Location-----	Rear axle
Service – Type-----	Air-to-brake chambers design with separate air compressor. Low air pressure buzzer is to be included.

Note:

1. Brakes are to be equipped with automatic slack adjusters.
2. Brakes are to incorporate non-asbestos type brake linings and dust shields.
3. Air dryer with heater and thermostat and automatic drain valve are to be provided.
4. Anti-lock braking system is to be provided.

Deviation or Substitution: [None.](#)

3.4.1.4 Cab:

Cab - Type-----	Cab-over-engine (tilt-forward)
Capacity-----	Two (2) personnel
Seats -----	Bucket type. Driver's seat is to be air suspension type with 3" of adjustment up and down and 3" of adjustment fore and aft. Both seats are to be equipped with safety belts.

All steel cab with tinted safety glass windows, internal door locks on all doors and external keyed locks. All doors are to have safety latches. Windshield washers, dual electric horns, dual sun visors, dome light, ashtray, dual armrests, tinted windshield, ventilators, light switches, ignition (keyed alike doors) and clearance lights are to be supplied. Two (2) complete sets of keys are to be supplied. Maximum interior noise suppression package available is to be included.

Gauges-----	Ammeter or voltmeter, oil pressure, water temperature, fuel, speedometer, odometer, tachometer and engine hour meter.
-------------	---

Note: Engine hour meter that is wired to a normally open oil pressure sensing switch, or other suitable means, is preferred so meter will operate only while engine is running and not merely by the ignition switch.

Outside Grab Handles (quantity)-----	Two (2), one each side of cab.
--	--------------------------------

Outside Rearview	Two (2), one on each side of cab, heated retractable type with 7" x 16"
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Mirrors-----	mirror head with 8" round auxiliary convex mirror, mounted below main mirror assembly. Brackets are to clear the width of the body.
Windshield Wipers-----	Left and right - to have intermittent control.
Type-----	Heavy duty electric or air.
Capacity-----	To be of sufficient capacity to handle continuous snow load.
Heater and Defroster-----	Heavy duty, fresh air type.
Air Conditioning--	Manufacturer's standard or optional.
Radio-----	AM/FM with clock.
Fire Extinguisher-	Mounted in cab with 5 BC rating.
Running Boards and/or Steps-----	To be properly braced so they do not deflect under personnel load, bracing to meet approval of using agency. Step area is to be covered with safety tread. Height from ground to top of safety tread on first step of running boards/step tank is to be 21" maximum.
Weight Labeling--	Lower right hand corner, driver's side door is to be labeled in 3" high red letters on a white background (e.g.): GVWR: 35,000 lb. Dry weight: _____ lb.

GVWR is to be determined by the bidder's bid, and is not to exceed the sum of the front GAWR and rear GAWR. Dry weight is to be determined by the contractor weighing the first completed unit on each order.

Deviation or Substitution: [None.](#)

3.4.1.5 Cooling System:

Radiator – Type----- Heavy duty increased capacity tubular type.

The cooling system is to be capable of maintaining a safe operating temperature over extended idling periods and is to be protected with long-life anti-freeze to -20° F. The long-life coolant is to be supplied. This coolant is to have 300,000 mile life with the use of coolant extender.

Silicone water and heater hoses are to be included.

Deviation or Substitution: [None.](#)

3.4.1.6 Electrical System:

Alternator (volts)-----	12 volts
Alternator (amps)-----	130 amps
Starter (volts)-----	12 volts

Battery-----	2 or 3, 12-volt
Battery CCA (cold cranking amps)-----	1250 total CCA at 0° F.
Rear Lights-----	Dual stoplight, taillights, directional lights, and 4-way flashers. Back-up lights and lighted rear license plate holder are to be supplied.
Front Lights-----	Dual single sealed beam headlights, roof marker lights, directional signals, 4-way flashers and parking lights.

A fuse panel must be conveniently accessible. All electrical wires are to be heavy duty plastic covered enclosed in loom(s). All exposed electrical junctions and junction blocks are to be enclosed with a boot for protection against salt and road chemicals.

Note: The electrical system is to be guaranteed by a bidder to be of ample capacity to handle total electrical load with auxiliary lights added by agency.

Back-up Alarm-----	Backup warning device is to automatically adjust to background noise level - 87 through 112 db (ECCO Smart Alarm model SA 914 or approved equal).
--------------------	---

Deviation or Substitution: [None.](#)

3.4.1.7 Engine:

Type-----	Diesel, 6 cylinder
Horsepower-----	230 HP
Torque-----	660 lb. ft.

Bidders to provide the following:

Horsepower: [230](#) @ [2200](#) RPM

Torque: [660](#) lb. ft. @ [1450](#) RPM

Governed RPM: [2400](#)

Block Heater-----	Electrical block heater mounted in block, 1,000 watt, 110- volt with flush mounted NEMA 5-15 configuration body receptacle (male), with spring loaded weather cap to be provided. The system is to be supplied with a 25 foot grounded 12 gauge, UL listed extension cord, conforming to OSHA requirements for outdoor and indoor use. The female connection of the cord is to fit the weather cap assembly. Block heater cab connection is to be located on driver's side of vehicle in front of or under driver's side door.
-------------------	--

Note: Engine block heater weatherproof receptacle is to be sealed by spraying the rear wire connecting terminals with Armor #17 (or Krylon or equivalent) clear plastic (care should be taken not to spray the receptacle contact prongs). Rear wire covering boot is to be sealed at

both ends with silicone rubber adhesive sealant (Mopar #4318025 or equivalent) or appropriate caulk to seal the boot to the receptacle housing and to the wire lead.

- Exhaust----- Horizontal discharge pipe, driver or passenger side of vehicle. The exhaust system is to include heavy duty mounting brackets, elbows, piping, expansion joints and heat shielding as needed.
- Engine Shutdown----- Automatic engine shutdown with automatic override (Kysor or Engine Watch Dog or approved equal) for low oil pressure and high water temperature. System is to have low oil pressure and high engine temperature warning light and audible alarm. These functions may be controlled by engine electronic control module ("ECM").

Deviation or Substitution: [None.](#)

3.4.1.7 Frame:

- Main rail----- Channel steel with reinforcement
- RBM----- 1,350,000 lb. in.
- Bumper----- Front, full width

Bidders are to list the frame rail section modulus (SM) and resisting bending moment (RBM) that it proposes to furnish.

Combined SM per side: [24.23](#) cu. in.

RBM per side: [1,938,000](#) lb. in.

Deviation or Substitution: [None.](#)

3.4.1.9 Fuel System:

- Tank - Capacity----- 45 gallon

Spin-on filter or cartridge with heated water/fuel separator is to be provided between the fuel tank and pump. The heater is to be properly fused.

The fuel tank is to be properly and clearly labeled "diesel only" in 1" high letters and is to have locking type fuel fill cap with a minimum of two (2) keys. Each unit is to be delivered to using agency with at least 1/2 tank of fuel.

Deviation or Substitution: [None.](#)

3.4.1.10 Steering:

- Type----- Power

Deviation or Substitution: [None.](#)

3.4.1.11 Suspension:

Front – Type----- Tapered leaf springs

Capacity ----- To meet GAWR

Rear– Type----- Tapered leaf of extended leaf springs with auxiliary springs, if available

Capacity----- To meet GAWR

Heavy duty shock absorbers on all axles and front and rear stabilizer bar are to be supplied.

Deviation or Substitution: [None.](#)

3.4.1.12 Transmission:

Type----- Automatic - electronic

Transmission - Make: [Allison](#) Model: [3000 RDS series](#)

Speeds – forward----- 5 minimum

Speeds – reverse----- 1

Bidders to list each gear ratio:

Forward gears: [1st 3.49](#) [2nd 1.86](#) [3rd 1.41](#) [4th 1.00](#) [5th 0.75](#)

Reverse gear: [5.03](#)

Transmission to have synthetic lubricant for extended change intervals of 100,000 miles/48 months (Allison/Castrol Transynd fluid). Dipstick is to be labeled with fluid designation.

Deviation or Substitution: [None.](#)

3.4.1.13 Wheels:

Type----- Steel disc, hub-piloted

Quantity----- Seven (7), including spare

Deviation or Substitution: [None.](#)

3.4.1.14 Tires:

Type----- Tubeless, radial highway tread on front; on/off road or mud/snow on rear

Quantity----- Seven (7) total (includes spare)

Size----- 11R22.5

Ply Rating----- To meet GAWR

Tire revolutions per mile: [496](#)

Front and rear wheel flaps are to be provided.

Manufacturer's recommended tire pressure is to be stenciled in black paint over each tire on fender or body in 1" high letters. The spare tire is to be mounted on spare wheel.

Deviation or Substitution: [None.](#)

3.4.1.15 Chassis Equipment:

The following tools are to be provided with each unit.

- A. One pinch bar, 30" Snap-On Tools No. 2430-A or approved equal
- B. One tire pressure gauge 10-230 psi Sears Craftsman No. 28HT-1072 or approved equal
- C. Cross type rim wrench (to fit lug nuts and dual wheel studs lugs of truck bid)
- D. Emergency warning triangles, Grote model 71422 or approved equal, to meet FMVSS No.125, one set of three, packed in a storage case, mounted in cab where designated by using agency.

Deviation or Substitution: [None.](#)

3.4.2 OPTION: 16' STAKE BODY (PRICE LINE: 2)

3.4.2.1 Body Construction and Dimensions (dimensions approximate):

Length-----	192"
Width (overall)-----	96" (fender extensions to be utilized if body does not cover rear tires)
Rub rails-----	Body sides to be banded with 12-gauge preformed rub rails
Longitudinal sills-----	7" structural channel
Cross sills-----	12 gauge steel spaced on 12" centers
Floor-----	1-½" finished dense kiln-dried pine (treated with pentachlorophenol), and covered with 3/16" diamond plate steel. <u>Note: Wood floor only or steel floor only is not acceptable.</u>
Headboard-----	To be 56" high. Posts are to be made of 10 gauge smooth steel with punched hole window supported by 4" structural channel. Headboard is to be welded to stake body.
Stakes and Stake Racks-----	40" high. Constructed of 14 gauge steel, sectional for easy on/off handling. Stake racks are to be full perimeter of body and have interlocking features.
Lights-----	Corner marker and rear identification lights to be recessed in rub-rails.
Mud Flaps-----	Rubber construction to be mounted in back of rear wheels. No

advertising permitted. Note: Mud flaps are not to obscure taillights in any way.

Ladder----- 18" wide step covered with safety tread, properly reinforced. To be located on both sides of stake body. Grab handles to be located to permit entry to platform floor.

Storage compartment-- Frame-mounted, passenger side of body. It is to be 12-gauge steel with drain holes. Approximate dimensions - 48' long and 18" deep. Door is to be hinged at bottom with lockable recessed handle. Compartment is to be keyed alike with two (2) keys.

Deviation or Substitution: [None.](#)

3.4.2.2 Reflective Striping:

The unit is to be striped with 3M grade 2" wide, red/white conspicuity tape per the following:

- A. Horizontal stripes along side rub rail - full length, typical both sides.
- B. Horizontal stripes on front fender over tire, as close to 48" above ground as possible - typical both sides.
- C. Horizontal stripe, full width at top of headboard (rear facing).
- D. Vertical stripes, four, on rear rack upright stakes.
- E. Horizontal stripes on inside of truck door, one section of white/red with white facing hinge at bottom of door - typical all doors.

Deviation or Substitution: [None.](#)

3.4.3 OPTION: GENERATOR, SAFETY LIGHTS AND ACCESSORIES (PRICE LINE: 3)

3.4.3.1 Generator:

Self contained electric start 5,000-watt generator is to be secured to the rear most curbside of the body. The generator is to be easily removable. A ventilated hinged, lockable enclosure to provide security is to be supplied. The generator is to slide out of enclosure to allow easy access for fueling and maintenance. Controls are to be accessible from the rear curbside ground location. A lock with two (2) keys is to be provided.

Make: [Gen Pro](#) Model: [GPN 50EH](#)

Deviation or Substitution: [None.](#)

3.4.3.2 Light Bar:

One (1) light bar, Whelen Edge LFL-Liberty or equal, is to be permanently mounted on the headboard above cab roof level. The light bar is to be approximately 48" long and is to include four (4) corner amber linear LED flashing lamps, four (4) rear facing amber flashing linear LED lamps and four (4) forward facing amber linear LED flashing lamps. Dome is to be amber. A cab mounted, indicator type switch, clearly labeled, is to be provided.

Make: [Whelen](#) Model: [Liberty](#)

Deviation or Substitution: [None.](#)

3.4.3.3 Arrow Board:

One (1) power tilt LED arrow board is to be mounted on rear of the headboard on a suitable bracket. The arrow board is not to obscure the light bar from the rear in this position. The arrow board is to be 24" x 48", aluminum, 15 lamps, power tilt and is to be controlled by a cab-mounted controller. Wanco model WFBP4-A-03 or approved equal.

Make: [Wanco](#) Model: [WFBP4-A-03](#)

Deviation or Substitution: [None.](#)

3.4.3.4 Work Lights:

Two (2) work lights, 12-VDC, halogen, selectable spot/floodlight, on a 4' telescoping aluminum pole, are to be provided, installed one (1) each side on the forward end of the stake body. A suitable waterproof switch at each location is to be provided. The work lights are to be easily removable for storage. The work lights are to stow on front side of headboard below headboard level.

Make: [Havis Shields](#) Model: [KWIKRAISE CD-FX-12](#)

Deviation or Substitution: [None.](#)

3.4.3.5 Rear Safety Lights:

Four (4) amber LED rear facing flashing safety lights are to be provided. The safety lights are to be controlled by a cab mounted switch and are to be installed recessed in steel enclosures on the rear of the unit so that two are visible from the sides and two are visible from the rear when the impact attenuator is stowed or deployed. Each pair is to flash simultaneously.

Make: [Trucklite](#) Model: [60120Y](#)

Deviation or Substitution: [None.](#)

3.4.3.6 Intercom:

An intercom system with a cab mounted master controller and a waterproof 2-way voice station at each traffic cone placement station is to be provided.

Make: [Atkinson Dynamics](#) Model: [AD-26](#)

Deviation or Substitution: [None.](#)

3.4.3.7 Traffic Cone Placement Station:

A cutout in the stake body deck is to be provided on each side of the stake body on the forward end of the body, approximately 24" x 30". Cutout, when not in use, is to be covered by a hinged section of deck. A grab handle is to be installed on underside of cover. In each cutout, a steel platform is to be constructed with an open safety grate floor suitable for a person to place and remove traffic cones from the stake body deck to the pavement when the vehicle is slowly moving. Steps and grab handles are to be provided to allow safe easy movement from the deck

to the platform. A tie off point for a safety harness lanyard is to be supplied. A locking bar with a positive engagement latch approximately where the deck rub rail is removed which can be opened to allow movement from the platform to the pavement is to be provided. A hinged intermediate bar just below rub rail with bolted on spring latch is to be supplied.

Deviation or Substitution: [None.](#)

3.4.3.8 Ballast:

The unit when complete with impact attenuator (approximately 1000+ lb.) installed must weigh approximately 19,842 lb. The unit is to be ballasted to meet this approximate weight. A ballast is to in no way to interfere with the operation of the unit or reduce available deck space. The ballast is to be located so the unit is balanced and neither axle is overloaded (when in stowed or operating position) and is to be secure so as to present no hazard should the crash cushion be impacted.

NOTE: The ballast is typically deck plate fastened to the body floor.

Deviation or Substitution: [None.](#)

3.4.3.9 External Speaker:

An external speaker, waterproof, 10-watt minimum rating for an agency installed mobile radio is to be installed on the rear of the cab or stake body headboard. The speaker cable is to be routed to a cab mounted on/off double throw type switch and left un-terminated in a 5' coil on cab floor.

Make: [Bogen](#) Model: [IH-8A](#)

Deviation or Substitution: [None.](#)

3.4.3.10 Truck Mounted Impact Attenuator Brackets:

Two (2) 5/8 thick plates are to be welded at the rear of the truck frame for mounting a removable attenuator (crash barrier). The two 9" wide plates are to be strengthened with 2" x 4" x 1/4" gussets welded to the plates and the side of the truck frame rail. The plates are to extend down to 12" from the ground.

Drawings showing a typical attenuator mounting structure are attached.

NOTE: BEFORE ADDING PLATES, IT WILL BE NECESSARY THAT BOTH RAILS OF THE TRUCK FRAME BE OF EQUAL LENGTH.

The rear of the truck frame rails are to be prepared for the agency installation of a Traxx Devices Inc. Scorpion 10000 Impact Attenuator. The instructions require the frame rails to be even and no more than 4" from the end of the body. A 7-wire trailer connector receptacle (Cole-Hersee No 12063-06 or approved equal with Cole-Hersee 11178 socket boot or approved equal) wired to SAE and ATA color code and standards is to be provided. The center pin is to be wired to backup light circuit.

Deviation or Substitution: [None.](#)

3.4.4 OPTION: ONE SET OF PARTS, SERVICE AND O&M MANUALS (PRICE LINE: 4)

Important Note: These tractor manuals are in addition to those specified in 3.3.5 "Manuals".

Additional Manuals: Bidders must supply the following number of additional manuals for each and every assembly system and/or component that makes up the unit:

1 - Set of parts manuals (illustrations and text) bound or with binders, or on CD-ROM, if unavailable bound.

1 - Set of complete shop repair (factory service) manuals bound or with binders or on CD-ROM, if unavailable bound. (To include hydraulic and electrical schematics.)

1 - Set of complete operation and routine maintenance manuals

Examples of, but not necessarily limited to, assembly system and/or component includes:

- A) Engine
- B) Drive System
- C) Electrical System

The manuals shall be delivered directly to the agency upon delivery of the first unit. Failure to supply these manuals shall hold up processing of invoices for payment.

Deviation or Substitution: [None.](#)

**3.4.5 OPTION: SPECIAL MONOTONE PAINT COLOR IN LIEU OF MANUFACTURER'S
STANDARD PAINT COLOR (PRICE LINE: 5)**

NJDOT Unit:

The unit and all its components are to be cleaned and painted with one (1) coat of DuPont #1858 primer, and finished with two (2) coats of the color DuPont Centari #7744-A lime yellow, in lieu of a manufacturer's standard paint color (see 3.3.3 "Finish"). All paint shall be same shade.

Other Agency Units:

Using agency is to select color at time of order.

Deviation or Substitution: [None.](#)

3.5 CONTRACT IMPLEMENTATION

3.5.0.1 Note: In the event of manufacturer's price decrease and/or model rebate during the contract period, the State shall receive full benefit of such price reduction on any subsequent order placed during the contract period, in accordance with 4.1 (price fluctuation during the contract) of the Standard Terms and Conditions. The State reserves the right to request any information on price concessions, price reductions, monetary benefits, rebates or any promotional programs offered by the manufacturer, and verify the information provided by the contractor with the manufacturer or any third party any time during the term of the contract. The State must be notified, in writing, of any price reduction or rebate within five (5) days of the effective date. In 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 Pricing (4.4.6).

3.5.1 PLACING ORDERS FOR CONTRACT UNITS

3.5.1.1 **I M P O R T A N T N O T E:** This term contract does not permit users to order any option that is not specified in this RFP.

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

3.5.1.1.2 **I M P O R T A N T N O T E:** The contractor shall not accept any purchase order issued by any State agency other than the Purchase Bureau without a written authorization from the Purchase Bureau. This provision does not apply to orders issued by quasi-State and local agencies (cooperative purchasing participants).

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

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

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

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

3.5.1.6 **I M P O R T A N T N O T E:** An offer to sell a non-contract unit against two or more purchase orders, one for the contract unit and one or more for non-contract 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.

3.5.2 PRODUCT BROCHURE

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

3.5.2.2 The State reserves the right to communicate with the contractor and request any information regarding the 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 Verification of receipt of purchase order should be forwarded to each ordering agency for each order accepted.

3.5.3.2 through 3.5.3.4 Reserved.

3.5.3.5 Written confirmation shall mean that the contractor has received the purchase order, has reviewed it for compatibility with unit currently on contract, has resolved any non-compatibility problems with the ordering agency, has entered the order with the manufacturer and that the manufacturer has accepted the order.

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

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 inspection of each unit prior to the acceptance of the unit by the ordering agency. Prior to presentation for inspection, it shall be the contractor's responsibility to pre-inspect each unit.

3.5.4.2 The contractor shall notify the ordering agency by fax, that the vehicle is ready for inspection.

3.5.4.2.1 Subsequent to receiving proper fax notification, the inspector from the ordering agency shall arrive at the contractor's facility within five (5) working days. Upon the inspector's arrival at the facility, the contractor will assign a mechanic, a runner and a delivery bay to the agency inspector. It is the contractor's responsibility to properly itemize, organize and segregate all vehicles intended for orders pertaining to the State of New Jersey. The above areas of responsibility must be accomplished in order to facilitate an expeditious and orderly inspection flow. This will also allow discrepancies to be corrected while the inspector is at the contractor's facility.

3.5.4.3 Non-State agencies are to make arrangements for vehicle inspection directly with the contractor. All vehicles must be delivered to each ordering agency's designated destination at no additional cost.

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

- 3.5.4.4.1 Grinding noise in wheels (wheel bearings).
- 3.5.4.4.2 Improperly aligned wheels.
- 3.5.4.4.3 Damaged rims.
- 3.5.4.4.4 Any spare tire-rim not mounted on vehicle.
- 3.5.4.4.5 Leakage of oil.
- 3.5.4.4.6 Transmission leaking fluid at transmission cooler lines or transmission seals.
- 3.5.4.4.7 Leakage at rear end.
- 3.5.4.4.8 Leaking radiator.
- 3.5.4.4.9 Fuel leaks.
- 3.5.4.4.10 Restrictions in fuel system.
- 3.5.4.4.11 Leakage in any part of the exhaust system.
- 3.5.4.4.12 Improper anti-freeze level.
- 3.5.4.4.13 Excessively noisy brakes or excessive brake pedal travel.
- 3.5.4.4.14 Oil pan damage.
- 3.5.4.4.15 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 or hydraulic system problem.
- 3.5.4.4.39 Any defects in after-market components, such as truck body, snow plow, crane and liftgate.

3.5.4.5 Inspected units which do not comply with these or other requirements will be rejected. All rejected items will be corrected and the corrected unit(s) 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 within ten (10) working days.

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 All deliveries of unit(s) will be made as instructed by the ordering agency, during working hours, except on legal holidays.

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

3.5.5.3 Arrangements for the final inspection shall be made prior to delivery, by the contractor with the ordering agency. Delivered units will be inspected within five (5) working days. If a unit has been accepted, the warranty shall commence on the date of final acceptance, or if a unit has been rejected, the contractor will be notified. The notice will indicate the reason(s) for rejection. If rejected, the contractor will try to rectify the problem(s) at the ordering agency site. If problem(s) 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. No additional freight or transportation charges are permitted.

3.5.5.4 All delivered units must be clean both inside and outside. Manufacturer's standard items shall be provided, installed if applicable, by the contractor prior to delivery.

3.5.5.5 Manufacturer's Certificate of Origin: The manufacturer's certificate of origin will be made out to the State of New Jersey (or as instructed by the ordering agency, if the ordering agency is not a State agency), and presented at the time of delivery. A purchase order number must be indicated on the upper left hand corner. Do not furnish the New Jersey certificate of title (certificate of ownership). The ordering agency will title the unit upon receipt of the manufacturer's certificate of origin.

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

3.5.5.7 New Vehicle Inspection or Diesel Emission Approval Sticker:

3.5.5.7.1 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, or appropriate diesel emission approval sticker. Out of State bidders must comply with this requirement without any additional cost or delay. Failure to comply with this provision will result in the rejection of the bid proposal.

3.5.6 TRAINING: See [3.3.6](#)

3.5.7 WARRANTY

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

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

3.5.8 WARRANTY REQUIREMENTS

3.5.8.1 Bidders will ensure that the manufacturer whose products are bid has a servicing dealer or service location within a reasonable distance from Trenton, NJ, reasonableness to be determined 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 purchase to arrange for a servicing dealer within a closer proximity to their location.

3.5.8.2 The contractor is responsible for any warranty service/repair, which will be at contractor's own expense. Events beyond the 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 The contractor is to provide the appropriate forms, for completion of the delayed entry warranty by the ordering agency.

3.5.9 PAYMENT

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

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

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

4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

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

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

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page (<http://www.state.nj.us/treasury/purchase/bid/summary/07x38905.shtml>). Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 NUMBER OF BID PROPOSAL COPIES

Bidders must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. Bidders should 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 bidders make and retain a copy of its bid proposal.

4.4 BID PROPOSAL CONTENT

4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage (<http://www.state.nj.us/treasury/purchase/bid/summary/07x38905.shtml>). The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the

Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract.

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x38905.shtml>.

4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x38905.shtml>.

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

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

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

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

Refer to Section 1.1 of the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x38905.shtml>

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

4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/07x38905.shtml>.

4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to complete the attached Affirmative Action Employee Information Report. However, if the bidder has already received a New Jersey Affirmative Action Certificate or has evidence

that the bidder is operating under a federally approved or sanctioned affirmative action program, then the bidder is to submit either the New Jersey Affirmative Action Certificate or evidence of the federally approved affirmative action program. This requirement is a precondition to entering into a State contract. The Affirmative Action Form is located on the Advertised Solicitation, Current Bid Opportunities webpage
<http://www.state.nj.us/treasury/purchase/bid/summary/07x38905.shtml>.

4.4.4 SUBMITTALS

4.4.4.1 BIDDER EXPERIENCE - DATA SHEETS

The bidder must provide all of the information requested in the Bidder's Data Packet located on the Advertised Solicitation, Current Bid Opportunities webpage:
<http://www.state.nj.us/treasury/purchase/bid/summary/07x38905.shtml>.

4.4.4.2 RFP SPECIFIC INFORMATION

4.4.4.2.1 LIST OF AFTERMARKET INSTALLERS

[Refer to 3.2.11](#)

4.4.4.2.2 WEIGHT CHART

[Refer to 3.3.4](#)

4.4.4.2.3 WARRANTY COVERAGE

[Refer to 3.3.7](#)

4.4.4.2.4 TECHNICAL COMPLIANCE DECLARATION

[Refer to 3.2.12](#)

4.4.4.2.5 MANUFACTURER'S INFORMATION

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

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

4.4.4.3 PRODUCT LITERATURE/MANUFACTURER'S SPECIFICATIONS

The bidder is required to submit illustrated literature, warranty documents, manufacturer's specification sheets and all necessary data on the unit it proposes to furnish. All submittals shall be properly labeled, showing the bidder's name and bid number. The bidder should also provide manufacturer's drawing, schematics and blueprints, if available.

4.4.4.4 COOPERATIVE PURCHASING

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

4.4.5 FINANCIAL CAPABILITY OF THE BIDDER

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

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

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

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

4.4.6 PRICING

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

(See 4.4.7 - Method of Bidding - on the next page.)

4.4.7 METHOD OF BIDDING

4.4.7.1 Bidders must provide/satisfy the following:

CONTENTS	RFP SECTION REFERENCE	COMMENTS
Signatory Page	4.4.1.1	Signatory page, signed and completed. https://wwwnet1.state.nj.us/Webdocs/Treasury/DPP/eBid/07-X-38905Coversheet.pdf
Standard RFP Forms 4.4.1	4.4.1.2	Ownership Disclosure Form
	4.4.1.3	Disclosure of Investigations and Actions Involving Bidder
	4.4.3.1	MacBride Principles Certification
	4.4.3.2	Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate
https://wwwnet1.state.nj.us/Webdocs/Treasury/DPP/eBid/StandardDocuments.pdf		
Bidder Data Sheet	4.4.4.1	Bidder Data Sheet https://wwwnet1.state.nj.us/Webdocs/Treasury/DPP/eBid/BiddersDataPacket.pdf
Cooperative Purchasing Form	4.4.4.4	Cooperative Purchasing Form https://wwwnet1.state.nj.us/Webdocs/Treasury/DPP/eBid/CooperativePurchase.pdf
RFP Text	4.4.4.2.1	List of Aftermarket Installers (3.2.11)
	4.4.4.2.2	Weight Chart (3.3.4)
	4.4.4.2.3	Warranty Coverage (3.3.7)
	4.4.4.2.4	Technical Compliance Declaration (3.2.12)
	4.4.4.2.5	Manufacturer's Information
https://wwwnet1.state.nj.us/Webdocs/Treasury/DPP/eBid/07-X-38905RFP.pdf		
Price Sheet(s)	4.4.6	Price Sheet(s) https://wwwnet1.state.nj.us/Webdocs/Treasury/DPP/eBid/07-X-38905Pricesheet.pdf
Product Literature	4.4.4.3	Product Literature/Manufacturer's Specifications
Business Registration	4.4.2.1	Business Registration from Division of Revenue NJ Standard Terms & Conditions: Section 1.1

4.4.7.2 There are five (5) price lines, which are itemized in the table of contents at the beginning of this RFP. All five (5) price lines are grouped to create a single award. If a bid proposal is rejected, or determined to be non-responsive, for any of the price line 1 through 5 items, the entire bid proposal shall be rejected, or determined to be non-responsive.

4.4.7.3 Price lines are grouped for bid evaluation purposes only. Using agencies shall be able to order price line 1 item (cabover chassis) only or price line 1 item with any compatible combination of optional items listed on price lines 2 through 5. The contractor shall not offer any other price line items alone, if price line 1 item is not ordered. The contract resulting from this RFP is not intended to be a parts contract.

4.4.7.4 The unit is specified in two parts of the technical specifications of this RFP: Vehicle Specifications, General Provisions (3.3) and Vehicle Specifications, Technical Provisions (3.4). Thus,

the price bid for the unit shall include, among other items, such as delivery and inspection, costs of General Provisions and Technical Provisions.

4.4.7.5 IMPORTANT NOTE: 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.**

4.4.7.6 Bidders shall provide complete and accurate information throughout this RFP, in the spaces provided, including, but not limited to, spaces provided on all price lines on the price sheets. Failure to do so may result in a bid rejection. Bidders are cautioned to thoroughly review the information they have provided, before submitting the bid proposal. Any erroneous information provided on the base vehicle price lines by the contractor shall affect how the manufacturer's option is ordered.

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

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

4.4.7.9 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 the bidder's qualifying initials shall cause the bid to be disqualified for that price line item and the group that price line item is part of.

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

4.4.7.11 Quantity (third column - "quantity") shown on each price line is for bid evaluation purposes only. The State guarantees neither any minimum or average or maximum quantity per order nor total quantity during the contract term, including any extension thereof.

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

4.4.7.13 IMPORTANT NOTE: Bidders are reminded of the requirement stated in 4.3. Bidders failing to provide one (1) full, complete and exact copy of the original bid proposal will be charged the cost incurred by the State in producing the requested copy.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

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

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage:
<http://www.state.nj.us/treasury/purchase/bid/summary/07x38905.shtml>.

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

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

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of one year. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP:

<http://www.state.nj.us/treasury/purchase/bid/summary/07x38905.shtml>. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of three (3) one-year periods, by the mutual written consent of the contractor and the Director.

5.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than 120 days beyond the expiration date of the contract.

5.4 CONTRACT AMENDMENT

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

5.5 CONTRACTOR'S WARRANTY

- a) The Contractor is responsible for the quality, technical accuracy, timely completion and delivery of all deliverables and other services to be furnished by the Contractor under the Contract. The Contractor agrees to perform in a good, skillful and timely manner all services set forth in the Contract.
- b) The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services and deliverables furnished under the Contract. The approval of interim deliverables furnished under the Contract shall not in any way relieve the Contractor of fulfilling all of its obligations under the Contract. The acceptance or payment for any of the services rendered under the Contract shall not be construed as a waiver by the State or Agency, of any rights under the agreement or of any cause of action arising out of the Contractor's performance of the Contract.
- c) The acceptance of, approval of or payment for any of the services performed by the Contractor under the Contract shall not constitute a release or waiver of any claim the State or Agency, has or may have for latent defects or errors or other breaches of warranty or negligence.

5.6 ITEMS ORDERED AND DELIVERED

The Using Agencies are authorized to order and the contractors are authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using

Agency [Agencies] reveals [reveal] that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or as a basis not to award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the Agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

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

5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

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

5.8 RESERVED.

5.9 CLAIMS

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

5.10 CONTRACT ACTIVITY REPORT

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

<http://www.state.nj.us/treasury/purchase/bid/summary/07x38905.shtml>, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-State governmental entity of which the State of New Jersey is a member.

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

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

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

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

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

6.0 PROPOSAL EVALUATION

6.1 EVALUATION CRITERIA

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

6.1.1 Group price – a sum of total prices on price lines 1 through 5 - bid.

6.1.2 Experience of the bidder

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

6.1.4 Delivery schedule bid

6.1.5 Compliance with the submission requirements, such as tractor manufacturer's published options price list and manufacturer's certification

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

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

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

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

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

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

6.3 BID DISCREPANCIES

In evaluating bids:

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

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

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

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

7.1.1.1 DEFINITIONS

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

- a) Contribution – means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.
- b) Business Entity – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition of a business entity includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund,

or political party committee; and (iv) if a business entity is a natural person, that person's spouse or child, residing in the same household.

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

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

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

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

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

7.1.1.4 STATE TREASURER REVIEW

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract

that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

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

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

7.2 FINAL CONTRACT AWARD

A single award for the group (price lines 1 through 5) shall be made with reasonable promptness by written notice to that responsible bidder, whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

7.3 INSURANCE CERTIFICATES

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

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the contractor will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and email address.

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the

contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.

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STANDARD TERMS AND CONDITIONS:

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

1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

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

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

- 1.2 ANTI-DISCRIMINATION** - All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.

- 1.3 PREVAILING WAGE ACT** - The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act.

- 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.

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1.7 COMPLIANCE - LAWS - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

1.8 COMPLIANCE - STATE LAWS - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.

1.9 COMPLIANCE - CODES - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.

2. LIABILITIES

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

2.2 INDEMNIFICATION - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

2.3 INSURANCE - The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The Contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof, naming the State as an Additional Insured and shall contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to:

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

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

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

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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.

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

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

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

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

4. TERMS RELATING TO PRICE QUOTATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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