



Request for Proposal 06-X-38265

For: Truck, Pickup, Compact, Extended Cab, 2-Door, 6' Body, 2WD

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	09/15/2005	
Mandatory Pre-bid Conference (Refer to RFP Section 1.3.3 for important details about the new electronic bid option.)	NOT APPLICABLE	
Mandatory Site Visit (Refer to RFP Section 1.3.2 for more information.)	NOT APPLICABLE	
Bid Submission Due Date (Refer to RFP Section 1.3.5 for more information.)	10/04/2005	02:00 PM

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

Set-Aside	Status	Category
Small Business	<input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> I
	<input type="checkbox"/> Entire Contract	<input type="checkbox"/> II
	<input type="checkbox"/> Sub Contracting Only	<input type="checkbox"/> III

RFP Issued By

Using Agencies

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

State of New Jersey
Cooperative Purchasing Members

Date: 08/31/05

1.0 INFORMATION FOR BIDDERS 4

1.1 PURPOSE AND INTENT 4

1.2 BACKGROUND 4

1.3 KEY EVENTS 5

 1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD 5

 1.3.1.1 QUESTION PROTOCOL 5

 1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES 5

 1.3.2 MANDATORY SITE VISIT 5

 1.3.2 OPTIONAL SITE VISIT 5

 1.3.3 MANDATORY PRE-BID CONFERENCE 5

 1.3.4 OPTIONAL PRE-BID CONFERENCE 5

 1.3.5 SUBMISSION OF BID PROPOSAL 5

 1.3.6 RESERVED 6

1.4 ADDITIONAL INFORMATION 6

 1.4.1 REVISIONS TO THIS RFP 6

 1.4.2 ADDENDUM AS A PART OF THIS RFP 6

 1.4.3 ISSUING OFFICE 6

 1.4.4 BIDDER RESPONSIBILITY 6

 1.4.5 COST LIABILITY 7

 1.4.6 CONTENTS OF BID PROPOSAL 7

 1.4.7 PRICE ALTERATION 7

 1.4.8 JOINT VENTURE 7

1.5 BIDDER'S SIGNATURE 7

2.0 DEFINITIONS 7

2.1 GENERAL DEFINITIONS 7

2.2 CONTRACT SPECIFIC DEFINITIONS 8

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK 9

3.1 CONTRACT UTILIZATION 9

3.2 CONTRACT SPECIFIC REQUIREMENTS 9

3.3 VEHICLE SPECIFICATIONS, PART I – COMMON SPECIFICATIONS 12

3.4 VEHICLE SPECIFICATIONS, PART II – VEHICLE SPECIFIC REQUIREMENTS 14

3.5 CONTRACT IMPLEMENTATION 14

4.0 PROPOSAL PREPARATION AND SUBMISSION 21

4.1 GENERAL 21

4.2 PROPOSAL DELIVERY AND IDENTIFICATION 21

4.3 NUMBER OF BID PROPOSAL COPIES 21

4.4 PROPOSAL CONTENT/SUBMITTALS 22

 4.4.1 GENERAL FORMS 22

 4.4.1.1 SIGNATORY PAGE 22

 4.4.1.2 OWNERSHIP DISCLOSURE FORM 22

 4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER 23

 4.4.1.4 MACBRIDE PRINCIPLES CERTIFICATION 23

 4.4.1.5 AFFIRMATIVE ACTION 23

 4.4.1.6 BIDDER DATA SHEET 23

 4.4.1.6.1 REFERENCE DATA SHEETS - SATISFACTORY CUSTOMER SERVICE 23

 4.4.1.6.2 MANDATORY CONTRACTOR DATA SHEET - TERMINATED CONTRACTS 23

 4.4.1.7 COOPERATIVE PURCHASING FORM 23

 4.4.2.1 RFP SPECIFIC FORMS 23

 4.4.2.1.1 LIST OF AFTERMARKET INSTALLERS (FORM R-1) 24

 4.4.2.1.2 WEIGHT CHART (FORM R-2) 24

 4.4.2.1.3 WARRANTY COVERAGE (FORM R-3) 24

 4.4.2.1.4 TECHNICAL COMPLIANCE DECLARATION (FORM R-4) 24

 4.4.2.1.5 MANUFACTURER'S DATA SHEET (FORM R-5) 24

 4.4.2.2 PRODUCT LITERATURE/MANUFACTURER'S SPECIFICATIONS 24

 4.4.3 COST PROPOSAL/PRICE SHEET(S) 24

 4.4.4 METHOD OF BIDDING 24

 4.5 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE 27

 4.6 EXECUTIVE ORDER 134 27

4.7 BID BOND.....27

4.8 FINANCIAL CAPABILITY OF THE BIDDER.....27

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS 27

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS 28

5.2 BUSINESS REGISTRATION..... 28

5.3 CONTRACT TERM AND EXTENSION OPTION 29

5.4 CONTRACT TRANSITION..... 29

5.5 AVAILABILITY OF FUNDS..... 30

5.6 CONTRACT AMENDMENT 30

5.7 PROCEDURAL REQUIREMENTS AND AMENDMENTS..... 30

5.8 THROUGH 5.9 RESERVED 30

5.10 REMEDIES FOR NON-PERFORMANCE 30

5.11 THROUGH 5.13 RESERVED 30

5.14 PERFORMANCE BOND 30

5.15 CLAIMS..... 30

5.16 CONTRACT ACTIVITY REPORT 30

5.17 CONTRACTOR'S RESPONSIBILITIES..... 31

5.18 FORM OF COMPENSATION AND PAYMENT 31

 5.18.1 PAYMENT TO CONTRACTOR – OPTIONAL METHOD.....32

5.19 REQUIREMENTS OF EXECUTIVE ORDER 134..... 32

 5.19.1 DEFINITIONS.....32

 5.19.2 BREACH OF TERMS OF EXECUTIVE ORDER 13432

 5.19.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS.....33

 5.19.4 STATE TREASURER REVIEW.....33

6.0 PROPOSAL EVALUATION/CONTRACT AWARD 33

6.1 EVALUATION 33

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL..... 34

6.3 CONTRACT AWARD..... 35

1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the State Agencies, Quasi-State Agencies and other Cooperative Purchasing Program participants.

The purpose of this RFP is to solicit bid proposals for the purchase of a new 2006 or later model year specified unit. (See 2.0 Definitions.)

This RFP requires a bidder to bid, in addition to the specified vehicle, the manufacturer's published options, at a percentage discount off manufacturer's suggested retail prices/list prices (MSRP). As explained in "Method of Bidding" (4.4.4), and "Proposal Evaluation/Contract Award" (6.0), the discount bid off the MSRP for the manufacturer's published options shall affect the price index, based upon which, among other criteria, an award shall be made.

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.

The New Jersey Standard Terms & Conditions located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38265.shtml> 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 same unless the RFP specifically indicates otherwise.

The State intends to extend the awarded contract to the Purchase Bureau's Cooperative Purchasing partners. These partners include quasi-State agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges.

Although the State, with the assent of the contractor(s), is making the use of any contract resulting from this RFP available to non-State Agencies, the State makes no representation as to the acceptability of any State RFP terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.

1.2 BACKGROUND

In October 2002, as a part of term contract T-0100 (Trucks, Pickup, Compact), the following contract was established for 2003 model year compact, extended cab 2WD pickup truck, and later extended for 2004/2005 model year:

<u>Section</u>	<u>Description</u>	<u>Contract #</u>	<u>Contract Price</u>
3 (12.3)	Dodge Dakota Club Cab 2WD	A57380	\$12,846.00
	Vehicle Manufacturer's Published Option	A57380	10%

All information pertinent to these awards is available at the Purchase Bureau's Vehicle Contracts website: <http://www.state.nj.us/treasury/purchase/noa/contracts/t0100.shtml>

IMPORTANT NOTE: Once awarded, contract established as a result of this RFP will be made part of the existing term contract T-0100. Contracts for other Sections, Sections 1, 2, 4, 5 and 6, have already been extended to include 2006 model year vehicles.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

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

<http://ebid.nj.gov/QA.aspx?solnumber=06-X-38265>

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

1.3.1.1 QUESTION PROTOCOL

Questions should be addressed in writing via the procedure set forth above. Questions should be directly tied to the RFP by the writer and questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

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

1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

The cut-off date for questions and inquiries relating to this RFP is September 15, 2005. Addenda, if any, to this RFP will be posted to the Purchase Bureau website (see Section 1.4.1 of this RFP for further information).

1.3.2 MANDATORY SITE VISIT

Not applicable.

1.3.2 OPTIONAL SITE VISIT

Not applicable.

1.3.3 MANDATORY PRE-BID CONFERENCE

Not applicable.

1.3.4 OPTIONAL PRE-BID CONFERENCE

Not applicable.

1.3.5 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the following location by the required time. You must submit a bid proposal in order to be considered for contract award. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE RIGHT PLACE WILL BE REJECTED. THE DATE, TIME AND LOCATION ARE:**

DATE:	10/04/05
TIME:	2:00 pm
LOCATION:	<p>BID RECEIVING ROOM - 9TH FLOOR PURCHASE BUREAU DIVISION OF PURCHASE AND PROPERTY DEPARTMENT OF THE TREASURY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NJ 08625-0230</p> <p>Directions to the Purchase Bureau can be found on the following website: http://www.state.nj.us/treasury/purchase/directions.shtml</p>

1.3.6 RESERVED

1.4 ADDITIONAL INFORMATION

1.4.1 REVISIONS TO THIS RFP

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

ALL RFP ADDENDA WILL BE PUBLISHED AT THE PURCHASE BUREAU WEB SITE. TO ACCESS ADDENDA THE BIDDER MUST SELECT THE BID NUMBER ON THE PURCHASE BUREAU BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

[HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML.](http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml)

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

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

1.4.2 ADDENDUM AS A PART OF THIS RFP

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

1.4.3 ISSUING OFFICE

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

1.4.4 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP. By submitting a bid proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, as to all of the requirements of this RFP.

1.4.5 COST LIABILITY

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

1.4.6 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and shall so advise the bidder. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State will not honor attempts by bidders either to designate their entire bid proposal as proprietary and/or to claim copyright protection for their entire proposal.**

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

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

1.4.7 PRICE ALTERATION

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

1.4.8 JOINT VENTURE

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

1.5 BIDDER'S SIGNATURE

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

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

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

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

Amendment - A change in the scope of work to be performed by the contractor. An amendment is not effective until signed by the Director, Division of Purchase and Property.

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

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

Contractor - The contractor is the bidder awarded a contract.

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

Division - The Division of Purchase and Property.

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

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

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

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

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

State - State of New Jersey

2.2 CONTRACT SPECIFIC DEFINITIONS

State Agency - Any department or Agency, which is a part of the New Jersey State government, such as the Department of 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 Agency. Any quasi-State Agency or political sub-division is a non-State Agency.

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

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

Term Contract - Recurring contract. Contract established as a result of this RFP will be a term contract, established for a period of one year and reproced (new contracts established) prior to the contract expiration date, to provide continuation of service. Term contract is normally identified with a contract index number (T#), T-2100, for example. A term contract, if agreed by the contractor, is extended to all State and non-State agencies.

Unit - Vehicle ("truck", "product", "commodity" or "item"), Truck, Pickup, Compact, Extended Cab, 2-Door, 6' Body, 2WD, as specified herein.

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

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

SAE - Society of Automotive Engineers

ASTM - American Society for Testing Materials

MVC 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 State agencies and cooperative purchasing participants.

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

3.2 CONTRACT SPECIFIC REQUIREMENTS

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

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

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

3.2.9 The bidder shall ensure that the manufacturer whose product is bid has a servicing dealer or service location within a reasonable distance from Trenton, NJ, deemed reasonable by the State, for warranty service 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 the List of Aftermarket Installers (Form R-1, <http://www.state.nj.us/treasury/purchase/bid/attachments/38265-r.pdf>), which is a part of the RFP Specific Forms located on the Advertised Solicitation web page (Current Bid Opportunities) <http://www.state.nj.us/treasury/purchase/bid/summary/06x38265.shtml>

The bidder must include a list of aftermarket installer(s), other than the prime unit manufacturer, who will supply or install all aftermarket options required. If the bidder is a dealer or distributor for the aftermarket equipment, the bidder must so state in the List of Aftermarket Installers (Form R-1) and will be solely responsible for the equipment, installation and warranty. If a bid proposal does not provide an aftermarket installer(s) list and/or dealer declaration, the State reserves the right to request such information from the bidder. The bidder must respond to such request within twenty-four (24) hours. If the information requested is not received within twenty-four (24) hours, the bid proposal shall be rejected.

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

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

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

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

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

3.2.12.1 If a bidder takes any deviation or provides any substitutions, the bidder will make modifications to the descriptive literature included with the bid proposal and list those modifications in the corresponding spaces of the bid proposal. Failure to supply the required information in the prescribed manner may disqualify the bid proposal.

3.2.12.2 A bidder shall list and explain in detail all deviations or substitutions taken in its bid proposal, in the space provided in Technical Compliance Declaration (Form R-4, <http://www.state.nj.us/treasury/purchase/bid/attachments/38265-r.pdf>), which is a part of the RFP Specific Forms located on the Advertised Solicitation web page (Current Bid Opportunities) at <http://www.state.nj.us/treasury/purchase/bid/summary/06x38265.shtml>. All deviations or substitutions are to be neatly printed or typed. If no deviation or substitution is taken, the word "NONE" is to be neatly printed or typed in the space provided. In the event no deviation or substitution is noted, the State will assume that it will receive exactly what the specifications stipulate. Failure to list deviations or substitutions in the prescribed manner may disqualify the bid proposal.

3.2.12.3 It is the responsibility of the bidder to list any deviations or substitutions in conspicuous manner. Discreet bid proposals with concealed or stealthy deviation or substitution shall be disqualified. Alteration or modification of the RFP terms, conditions or specifications in a furtive manner, including manipulation of electronic RFP document through software tools, document format conversion or printer driver shall cause bid rejection. Such alteration or manipulation of the RFP document, through legal means or fraudulent activity – hacking, is a serious violation of the RFP terms, specifically Section 1.7 and 1.8 of the Standard Terms and Conditions, and shall cause, if awarded due to lack of consideration of concealed deviation or substitution, contract termination, debarment or suspension of the contractor from contracting with the State pursuant to NJAC 17:12-6 et seq. and disqualification of the contractor from award of future State contracts. The Division's Contract Compliance and Administration Unit ("CCAU") maintains vendor performance file, which may be shared with other local, State and Federal agencies.

3.2.12.4 It is the responsibility of the bidder, when taking any deviation or offering a substitute, to furnish proof via manufacturer's drawing, blueprints, specifications, certifications, etc., that such is equal or superior to the vehicle specified. No deviation or substitution will be permitted after bid opening.

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

3.2.13 **IMPORTANT NOTE:** The bidder must provide complete and accurate information as required on a price line in a prescribed manner, which shall include make, model, model year, trim line, manufacturer's body code and options. If the bidder lists make, model, model year, trim line and manufacturer's body code only and does not list any option, it shall mean that the bidder is only providing manufacturer's standard vehicle offered under that make, model, model year, trim line and manufacturer's body code. If the bidder is required to provide an optional automatic transmission, for example, to be responsive bidder and the bidder does not list "automatic transmission" in the "options" spaces provided on the price line, the bid proposal shall be determined non-responsive and hence

rejected. It is important that the bidder lists make, model, model year, trim line, manufacturer's body code and all options bid completely and accurately. **No exception shall be permitted to this requirement.**

3.2.14 Inspections:

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

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

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

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

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

3.2.16 The bidder shall provide the vehicle as a certified low emission vehicle (LEV) or cleaner, if available from the manufacturer at no extra charge. The bidder shall provide order option code (clean fuel fleet option) in the space provided (optional package/option bid) on the base vehicle price line on the price sheet. Bidders are required to provide flexible fuel engine (FFV), if available at no extra charge.

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

3.3 VEHICLE SPECIFICATIONS, PART I – COMMON SPECIFICATIONS

3.3.1 Each vehicle shall include the following:

3.3.1.1 Air conditioning

3.3.1.2 Automatic transmission

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

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

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

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

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

3.3.7 Weight Chart: Bidders will submit weight chart with the bid proposal, using Weight Chart (Form R-2, <http://www.state.nj.us/treasury/purchase/bid/attachments/38265-r.pdf>), which is a part of the RFP Specific Forms located on the Advertised Solicitation web page (Current Bid Opportunities) at <http://www.state.nj.us/treasury/purchase/bid/summary/06x38265.shtml>.

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

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

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

3.3.11 Brand Names: Brand names have been kept to minimum in this RFP; but if a brand name is given, 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 should be understood that specifying a brand name, components and/or equipment in this specification shall not relieve the contractor from its responsibility to produce the vehicle in accordance with the performance warranty and contractual requirements.

3.3.12 Guarantee/Warranty: The contractor must guarantee that the vehicle and all its component parts will comply with the current, applicable Federal Motor Vehicle Safety Standards (FMVSS) and New Jersey State Motor Vehicle Code Regulations, performs their functions adequately, and operates successfully without undue wear or vibration. The contractor agrees to immediately replace and install free of charge any part that may break or fail by reason of defective material or workmanship within a period of one (1) year from the date of acceptance by the agency. Bidders will provide detailed information on standard warranty which exceeds the specified one-year warranty, using Warranty Coverage (Form R-3, <http://www.state.nj.us/treasury/purchase/bid/attachments/38265-r.pdf>), which is a part of the RFP Specific Forms located on the Advertised Solicitation web page (Current Bid Opportunities) <http://www.state.nj.us/treasury/purchase/bid/summary/06x38265.shtml>

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

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

3.3.13.2 [New Vehicle Inspection Sticker](#)

3.4 VEHICLE SPECIFICATIONS, PART II – VEHICLE SPECIFIC REQUIREMENTS

[As stated in 1.2 – Background, Section 1 (3.4.1), 2 (3.4.2), 4 (3.4.4), 5 (3.4.5) and 6 (3.4.6) contracts have been extended to include 2006 model year vehicles.]

3.4.3 Section 3: Truck, Pickup, Compact, Extended Cab, 2-Door, 2WD (Price Line: 1)

3.4.3.1 GVWR: 4,900 lb. Wheelbase: 125"

3.4.3.2 Engine: Gas – Five (5) or Six (6) cylinder, 3.0 liter

3.4.3.3 Fuel Tank: 19 gallon capacity

3.4.3.4 Pickup Body: Approx. 6 ft. bed, style-side design (no side step).

3.4.3.5 (Common Specifications – 3.3)

3.4.3.6 Manufacturer's options (price line: 2)

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 Bidder's Signature (1.5) and Cost Proposal (4.4.3).

3.5.1 Placing Orders for Contract Units:

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

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

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

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

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

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

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

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

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

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

3.5.3 Confirmation of Orders:

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

3.5.3.1.1 For State Agencies:

New Jersey Treasury Transportation Services
Central Motor Pool (CMP), PO Box 233
605 South Broad St., Trenton, N.J. 08625
Attn: Jackie Morgan
Phone Number: 609-984-0087
Fax Number: 609-292-1384
E-mail: Jackie.Morgan@treas.state.nj.us

3.5.3.1.2 For Political Subdivisions:

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

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

3.5.3.3 Purchase order confirmation must accompany factory order entry.

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

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

3.5.4 Inspection of Units:

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

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

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

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

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

A. The number of vehicles prepped and ready for inspection

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

3.5.4.3 Other governmental entities authorized to purchase under this contract are to make arrangements for vehicle inspection directly with the contractor. Inspection shall be made within (5) five working days after notification by 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 system problem.

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

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

3.5.5 Delivery and Final Acceptance:

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

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

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

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

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

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

3.5.5.6 No vehicle will be accepted at the final delivery point without all supporting documentation and paperwork, completed and delivered with the 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.

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

3.5.5.8 For delivery to New Jersey State agencies, where authorized by the purchase order, arrangements shall be made for the inspection prior to delivery, by the contractor with the agency concerned. Delivered vehicles will be inspected within ten (10) working days. If a vehicle has been accepted, the warranty shall commence on the date of final acceptance, or if a vehicle has been rejected, the contractor will be notified. The notice will indicate the reason(s) for rejection. If rejected, the contractor will try to rectify the problem(s) at the ordering agency site. If 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. Again, no additional freight or transportation charges are permitted.

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

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

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

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

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

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

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

Note: Vehicles without this information will not be accepted.

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

3.5.5.16 New Car Inspection Sticker:

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

3.5.6 Training: See [3.3.10](#)

3.5.7 Warranty:

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

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

3.5.8 Warranty Requirements:

3.5.8.1 The bidder will ensure that the manufacturer whose products are bid must have a servicing dealer or service location within a distance of Trenton, NJ, deemed to be reasonable by the State, for warranty service/repair. Users of this contract should contact the contractor in cases where warranty

service/repair is to be performed at a place other than the original place of 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 contractor's control, such as lack of parts due to strikes and unforeseen acts of God shall constitute valid reasons for delay in making necessary repairs. However, the State shall make such determination.

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

3.5.9 Payment:

3.5.9.1 Invoices will be processed for payment only after final acceptance of the unit(s) by 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.

3.5.11 Manufacturer's Cut-off Date:

3.5.11.1 The contractor will be required to notify the Purchase Bureau of the manufacturer's order cut-off date, as soon as that date is made available by the vehicle manufacturer to the contractor. Cut-off Date Notification (Form B) must be faxed to Manan Desai at 609-292-5396 (alternate fax: 609-292-0490). The Purchase Bureau will post all vehicle order cut-off dates, under Master Notification, to its vehicle web site (<http://www.state.nj.us/treasury/purchase/mvcontracts.htm>). The Purchase Bureau will provide blank Form B to all awardees, along with Notice of Acceptance (of bid proposal), upon contract establishment. Should an awardee be notified by a vehicle manufacturer of a cut-off date after the bid opening and after a notification by the Purchase Bureau through a letter of intent to award, but before contract award has been finalized, the awardee will be obligated to notify the Purchase Bureau in writing. Manufacturer's written confirmation must be submitted with each Form B submittal.

3.5.11.2 Note: Failure to fax the notification on time may be considered a violation of the contract terms and conditions resulting into termination of contract for cause.

3.5.11.3 All orders placed by the published cut-off date from either the State or cooperative purchasing participants must be accepted by the contractor. These orders may be hand delivered, or faxed with hard-print purchase orders to follow. The State also reserves the right to order by means of "a letter of intent to purchase" with purchase order to follow.

3.5.11.4 In a case where the contractor is able to offer the contracted or later model year vehicle of configuration meeting or exceeding the contract specifications at the same contract terms, conditions and pricing after the manufacturer's cut-off date but before contract expiration date, the contractor is

encouraged to do so by first notifying the Purchase Bureau of its intention. The Purchase Bureau will send revised contract to the contractor and upload new information to its website, if the offer includes later model year vehicle. No vehicles, whatsoever, can be sold after the contract expiration date.

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

3.5.11.5.1 Purchase order number or line of credit letter date

3.5.11.5.2 The make, model and quantity of vehicles ordered

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

3.5.12 Contract Activity Report: See 5.16.

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder must follow instructions contained in this RFP and on the signatory page (<http://www.state.nj.us/treasury/purchase/bid/summary/06x38265.shtml>) in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

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

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

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

4.2 PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page (<http://www.state.nj.us/treasury/purchase/bid/summary/06x38265.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 MUST BE LABELED WITH THE BID IDENTIFICATION NUMBER AND FINAL BID OPENING DATE.** (See RFP signatory page at <http://www.state.nj.us/treasury/purchase/bid/summary/06x38265.shtml>).

4.3 NUMBER OF BID PROPOSAL COPIES

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

4.4 PROPOSAL CONTENT/SUBMITTALS

Bidders must submit the following:

CONTENTS	RFP SECTION REFERENCE	COMMENTS
Signatory Page	4.4.1.1	Signatory page, signed and completed. http://www.state.nj.us/treasury/purchase/bid/attachments/38265signature.pdf
Standard RFP Forms 4.4.1	4.4.1.2	Ownership Disclosure Form http://www.state.nj.us/treasury/purchase/bid/attachments/38265forms.pdf
	4.4.1.3	Disclosure of Investigations and Actions Involving Bidder http://www.state.nj.us/treasury/purchase/bid/attachments/38265forms.pdf
	4.4.1.4	MacBride Principles Certification http://www.state.nj.us/treasury/purchase/bid/attachments/38265forms.pdf
	4.4.1.5	Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate http://www.state.nj.us/treasury/purchase/bid/attachments/38265forms.pdf
Bidder Data Sheet	4.4.1.6	Bidder Data Sheet http://www.state.nj.us/treasury/purchase/bid/attachments/38265bdp.pdf
Cooperative Purchasing Form	4.4.1.7	Cooperative Purchasing Form http://www.state.nj.us/treasury/purchase/bid/attachments/38265cp.pdf
RFP Specific Forms 4.4.2.1	4.4.2.1.1	List of Aftermarket Installers (Form R-1) http://www.state.nj.us/treasury/purchase/bid/attachments/38265-r.pdf
	4.4.2.1.2	Weight Chart (Form R-2) http://www.state.nj.us/treasury/purchase/bid/attachments/38265-r.pdf
	4.4.2.1.3	Warranty Coverage (Form R-3) http://www.state.nj.us/treasury/purchase/bid/attachments/38265-r.pdf
	4.4.2.1.4	Technical Compliance Declaration (Form R-4) http://www.state.nj.us/treasury/purchase/bid/attachments/38265-r.pdf
	4.4.2.1.5	Manufacturer's Data Sheet (Form R-5) http://www.state.nj.us/treasury/purchase/bid/attachments/38265-r.pdf
Price Sheet(s) Product Literature	4.4.3	Price Sheet(s) http://www.state.nj.us/treasury/purchase/bid/attachments/38265ps.pdf
	4.4.2.2	Product Literature/Manufacturer's Specifications
Business Registration	4.5	Business Registration from Division of Revenue NJ Standard Terms & Conditions: Section 1.1 http://www.state.nj.us/treasury/purchase/bid/summary/06x38265.shtml

4.4.1 GENERAL FORMS

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

<http://www.state.nj.us/treasury/purchase/bid/summary/06x38265.shtml>.

4.4.1.1 SIGNATORY PAGE

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

4.4.1.2 OWNERSHIP DISCLOSURE FORM

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

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage.

4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage.

4.4.1.4 MACBRIDE PRINCIPLES CERTIFICATION

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

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

4.4.1.5 AFFIRMATIVE ACTION

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

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

4.4.1.6 BIDDER DATA SHEET

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

4.4.1.6.1 REFERENCE DATA SHEETS - SATISFACTORY CUSTOMER SERVICE

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

4.4.1.6.2 MANDATORY CONTRACTOR DATA SHEET - TERMINATED CONTRACTS

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

4.4.1.7 COOPERATIVE PURCHASING FORM

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

4.4.2.1 RFP SPECIFIC FORMS

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

4.4.2.1.1 LIST OF AFTERMARKET INSTALLERS (FORM R-1)

Refer to 3.2.11

4.4.2.1.2 WEIGHT CHART (FORM R-2)

Refer to 3.3.7

4.4.2.1.3 WARRANTY COVERAGE (FORM R-3)

Refer to 3.3.12

4.4.2.1.4 TECHNICAL COMPLIANCE DECLARATION (FORM R-4)

Refer to 3.2.12.2

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

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

4.4.2.2 PRODUCT LITERATURE/MANUFACTURER'S SPECIFICATIONS

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

4.4.3 COST PROPOSAL/PRICE SHEET(S)

The bidder must submit its pricing using the State supplied price sheet(s) located on the Advertised Solicitation web page (Current Bid Opportunities). Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

4.4.4 METHOD OF BIDDING

4.4.4.1 There is one (1) vehicle Section/group in this RFP: Section 3 group with price line items 1 and 2, grouped to create a single award. The resulting contract shall be made part of the existing term contract T-0100 as Section 3 contract.

4.4.4.2 Bidders must bid on each price line item in a group to be a qualified bidder for the group.

4.4.4.3 Price line 1 is for Section 3 base vehicle, where bidders must bid a fixed price, and price line 2 is for vehicle manufacturer's published options for Section 3 vehicle, where bidders must bid a fixed percentage discount off options' MSRP (list price).

4.4.4.4 As explained in the "Proposal Evaluation/Contract Award" (6.0), the price bid for the base vehicle and the % discount bid for manufacturer's published options for the vehicle in the group shall

determine a price index for the group. The price index is determined for bid evaluation purposes only, based upon which, among other specified criteria, a contract shall be awarded. The price index, however, shall have no bearing once the contract is awarded. User shall purchase base vehicle only or base vehicle with any compatible combination of manufacturer's published options, using contract price, contract discount and MSRP of the manufacturer's published options purchased.

4.4.4.5 If a bidder does not bid on the discount line (manufacturer's published options price line), its bid proposal for the group shall be rejected.

4.4.4.5.1 IMPORTANT NOTE: This RFP only permits published options offered by a manufacturer for a trim line and manufacturer's body code bid. No other options, which change trim line and/or manufacturer's body code of the vehicle bid, shall be considered. No "XLT" trim line options, for example, shall be offered with "XL" trim line vehicle. No "2WD" option shall be offered, for instance, with a four wheel drive vehicle. **No exceptions shall be permitted.**

4.4.4.6 Price lines are grouped for bid evaluation purposes only. Users will be able to purchase a base vehicle only, or base vehicle with one or more compatible vehicle manufacturer's published options. Users, however, will not be able to purchase manufacturer's published option only, without making a base vehicle purchase.

4.4.4.7 Users will be able to purchase compatible manufacturer's published options, along with a purchase of a base vehicle, using manufacturer's options' price line (discount line). Compatible manufacturer's options can be purchased, along with a purchase of a base vehicle (price line 1), using price line 2, by adding base vehicle contract price to a net total amount of purchased options. The net total amount of the purchased options will be obtained by deducting a contract discount from a sum of the purchased options' MSRP.

4.4.4.8 Users will also be able to purchase, if available, manual transmission, air conditioning delete option or any other delete/deduct option, by utilizing manufacturer's published options' price line (discount line); in which case, the contract discount shall be applied to a sum of purchased options' MSRP and the net result shall be deducted from the base vehicle contract price. It is, however, expected that a purchase of manual transmission or air conditioning delete option will be rare.

4.4.4.9 A bidder shall provide, included with its bid proposal, a manufacturer's published list of options with corresponding MSRP for the vehicle bid, which shall be verified with Chrome Corporation's PC Carbook and manufacturer's data provided through independent channel. Upon establishment of a contract, manufacturers' published list of options with MSRP shall become a part of the Notice of Award (NOA) and shall be uploaded to the Purchase Bureau's website. Failure to provide the required list may cause a bid rejection for the affected group.

4.4.4.10 Bidders should cross-out, from the manufacturer's published list, any options included in the base vehicle bid, offer rest of the options at the discount bid. Bidders are strongly advised to not cross-out any options to gain unfair advantage, which shall be subject to rejection for the affected group.

4.4.4.11 MSRP is used for reference benchmark only. The State is not expecting to purchase options at the MSRP. The State is expecting a significant discount off the MSRP for the manufacturer's published options. (Refer to 1.2 – Background – and the examples in item 6.0 "Proposal Evaluation/ Contract Award".)

4.4.4.12 In the event that no bid proposal offers a reasonable discount for the manufacturer's published options, the Director may determine to award the base vehicle only, if deemed in the best interest of the State. In such case, the manufacturer's options price line shall be removed from the bid evaluation criteria for the affected group and award shall be made based upon, among other bid evaluation criteria, a total price bid on base vehicle price line.

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

4.4.4.14 For a bid proposal to be considered, the bidder must provide all submittals listed in 4.4 (Proposal Content) – signatory page, standard RFP forms, RFP specific forms, price sheet and product literature.

4.4.4.15 **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.**

4.4.4.16 In a situation of conflicting unit price and total price bid, the unit price shall prevail.

4.4.4.17 Bidders must provide complete and accurate information throughout this RFP, in the spaces provided, including spaces provided on each price line; for example, make, model, model year, trim line, manufacturer's body code, manufacturer's options and dealer's options. Failure to do so may result in a bid rejection. Bidders should provide manufacturer's code and detailed description for each option bid in the space provided on each price line to avoid any misunderstanding. If no option is provided, the bidder will write "none" in the space provided. If a bidder leaves option space blank, it will be assumed that the bidder is not providing any option, which shall cause the bid proposal to be non-responsive if the specified requirement is available as an option for the vehicle bid. For example, if the vehicle bid comes with standard manual transmission and if the bidder does not list automatic transmission in the manufacturer's option space, its bid proposal shall be determined to be non-responsive. **No exception shall be permitted.** Bidders are cautioned to thoroughly review the information provided before submitting the bid proposal.

4.4.4.18 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 both the unit bid and does not include the required literature shall be rejected.

4.4.4.19 Again, bidders shall provide the vehicle as a low emission vehicle (LEV) or cleaner or flex fuel engine (FFV), if available at no extra charge.

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

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

4.4.4.22 Quantity (third column-"quantity") shown on each price line is for bid evaluation purposes only. The State doesn't guarantee any minimum or average or maximum quantity per order, nor total quantity during contract term, including any extension thereof.

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

bid withdrawal after bid opening to penalty for any damages incurred by the State for processing and evaluating the bid proposal.

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

4.5 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

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

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

Refer to Section 1.1 of the New Jersey Standard Terms and Conditions located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38265.shtml>, and Section 5.2 of this RFP for additional information concerning this requirement.

4.6 EXECUTIVE ORDER 134

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

4.7 BID BOND

Not applicable.

4.8 FINANCIAL CAPABILITY OF THE BIDDER

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

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

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

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

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

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the New Jersey Standard Terms and Conditions located on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/06x38265.shtml>.

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

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

5.2 BUSINESS REGISTRATION

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

<http://www.state.nj.us/treasury/purchase/bid/summary/06x38265.shtml>.

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

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

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

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

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

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

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

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

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

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State.

5.3 CONTRACT TERM AND EXTENSION OPTION

5.3.1 The term of the contract will be for the period shown on the signatory page of the RFP. However, due to manufacturer-imposed restriction on fleet vehicle ordering, the contractor will not be able to accept an order after the manufacturer's published order cut-off date. In a case where the contractor is able to offer the contracted or later model year vehicle of configuration meeting or exceeding the contract specifications at the same contract terms, conditions and pricing after the manufacturer's cut-off date but before contract expiration date, the contractor is encouraged to do so by first notifying the Purchase Bureau of its intention. The Purchase Bureau will send revised contract to the contractor and upload new information to its website, if the offer includes later model year vehicle. No vehicles, whatsoever, can be sold after the contract expiration date.

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

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

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

5.4 CONTRACT TRANSITION

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

5.5 AVAILABILITY OF FUNDS

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

5.6 CONTRACT AMENDMENT

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

5.7 PROCEDURAL REQUIREMENTS AND AMENDMENTS

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

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

5.7.3 The State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

5.8 THROUGH 5.9 RESERVED

5.10 REMEDIES FOR NON-PERFORMANCE

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

5.11 THROUGH 5.13 RESERVED

5.14 PERFORMANCE BOND

Not Applicable.

5.15 CLAIMS

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

5.16 CONTRACT ACTIVITY REPORT

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

<http://www.state.nj.us/treasury/purchase/bid/summary/06x38265.shtml>, contractor must provide, at the end of model year cut-off date, to the Purchase Bureau buyer assigned, a record of all purchases made by non-State agencies under the contract award resulting from this Request for Proposal. This excludes purchases made by all State agencies. This reporting requirement only includes sales to quasi-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. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

This information must be provided using the Contract Activity Report (Form C). The Purchase Bureau will provide blank Form C to all awardees, along with Notice of Acceptance (of bid proposal), upon contract establishment.

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

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

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

5.17 CONTRACTOR'S RESPONSIBILITIES

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

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

5.18 FORM OF COMPENSATION AND PAYMENT

This Section supplements Section 4.5 of the New Jersey Standard Terms and Conditions located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38265.shtml>. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

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

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to

the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

5.18.1 PAYMENT TO CONTRACTOR – OPTIONAL METHOD

The State of New Jersey now offers State contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card, however, are optional.

P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions using the p-card will usually result in payment to a contractor in three days.

A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the MasterCard. Additional information can be obtained from banks or merchant service companies.

5.19 REQUIREMENTS OF EXECUTIVE ORDER 134

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

5.19.1 DEFINITIONS

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

- a) Contribution – means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.
- b) Business Entity – means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. It also includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under 26 U.S.C.A. 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse or child, residing in the same household.

5.19.2 BREACH OF TERMS OF EXECUTIVE ORDER 134

It shall be a breach of the terms of the contract for the Business Entity to (i) make or solicit a contribution in violation of this Order, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or

with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of EO 134; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of EO 134; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of EO 134.

5.19.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by Executive Order 134 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

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

5.19.4 STATE TREASURER REVIEW

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

6.0 PROPOSAL EVALUATION/CONTRACT AWARD

6.1 EVALUATION

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

6.1.1 Group price index. Price index for the group shall be a sum of total amount on base vehicle price line (fixed price) and $\{U \times TBP \times (1 - PC/100)\}$; where U is an option utilization factor (fixed value of 2%), TBP is a total price bid on the base vehicle price line (base vehicle unit price bid multiplied by the specified quantity of base vehicle), and PC is % discount bid (% discount off MSRP for manufacturer's published options) on manufacturer's options price line.

(Note: Based upon the consumption statistics from the last five years and the input provided by the State agencies, quasi-agencies and other cooperative purchasing participants, an educated and calculated assumption is made that an average purchaser, in an average purchase, will buy manufacturer's options worth 2% of the base vehicle price. For example, a purchase that includes base vehicle price of \$12,000 is expected to also include \$240 worth total manufacturer's options.)

i.e., Group price index = (total amount bid on base vehicle price line) + $\{U \times TBP \times (1 - PC/100)\}$.

For example, Section 3 vehicle and its options (price lines 1 and 2) constitute Section 3 group, which shall be awarded based upon its group price index.

Section 3 (price lines 1 and 2) group price index = $(1 \times UBP1) + \{0.02 \times TBP1 \times (1 - PC2/100)\}$; where UBP1 is an unit price bid on price line 1, 0.02 is options utilization factor (fixed, 2%, for the group), TBP1 is a total price bid on price line 1 ($1 \times UBP1$), and PC2 is % discount bid (% discount off MSRP for manufacturer's published options) on price line 2 (manufacturer's published option price line for Section 3 group).

For example, if the bidder bids \$12,000 unit price on price line 1 and 10% discount on price line 2, its price index for the Section 3 group shall be:

$$\begin{aligned} &(1 \times 12,000) + \{0.02 \times 1 \times 12,000 \times (1 - 10/100)\} \\ &= 12,000 + \{0.02 \times 12,000 \times (1 - 0.10)\} \\ &= 12,000 + \{0.02 \times 12,000 \times 0.90\} \\ &= 12,000 + 216 \\ &= 12,216 \end{aligned}$$

In the above example, if the bidder had offered 18% discount off MSRP for manufacturer's options (price line 2), its price index for Section 3 group would have been 14,459.20, as follows:

$$\begin{aligned} &(1 \times 12,000) + \{0.02 \times 1 \times 12,000 \times (1 - 18/100)\} \\ &= 12,000 + \{0.02 \times 12,000 \times (1 - 0.18)\} \\ &= 12,000 + \{0.02 \times 12,000 \times 0.82\} \\ &= 12,000 + 196.80 \\ &= 12,196.80 \end{aligned}$$

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

6.1.3 Delivery schedule bid.

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

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or

information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

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

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

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

6.3 CONTRACT AWARD

6.3.1 A single award for Section 3 (base vehicle and its options) shall be made with reasonable promptness by written notice to that responsible bidder whose bid, conforming to the RFP, will be the most advantageous to the State, price and other factors considered.

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