



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

## **NOTICE OF AWARD (NOA)**

**FOR**

### **Alternative Fuel Vehicle (AFV), Cargo Van, Flexible Fuel (T-2096)**

**Bid Number: 05-X-36797**

**REVISED: 8/30/05**

This NOA consists of the following:

1. Original request for proposal (RFP) specifications
2. Information inserted in the above (as provided in the bid proposal by the contractors)
3. Vendor information sheet
4. Contract items by vendor
5. Contract items by price lines (in numerical order)

Note:

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

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

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# SPECIFICATIONS

FOR

## Alternative Fuel Vehicle (AFV), Cargo Van, Flexible Fuel (T-2096)

**Bid Number: 05-X-36797**

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INDEX OF LIGHT DUTY VEHICLE CONTRACTS:  
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- T-0098 - MOTOR VEHICLES, LAW ENFORCEMENT
- T-0099 - VEHICLES, AUTOMOBILES, SEDANS/STATION WAGONS
- T-0100 - VEHICLES, TRUCKS, PICKUP, COMPACT
- T-1385 - MOTOR VEHICLES, ALTERNATE FUEL VEHICLES (AFV), SEDANS
- T-2006 - VEHICLES, PASSENGER VANS, 7/8/12/15-PASSENGER
- T-2007 - VEHICLES, SPORT UTILITY (SUV)
- T-2094 - HYBRID GASOLINE-ELECTRIC VEHICLE (HEV), SEDAN, 4-DR, FRONT WHEEL DRIVE
- T-2097 - ALTERNATIVE FUEL VEHICLE, SPORT UTILITY VEHICLE, LAW ENFORCEMENT, FLEX FUEL
- T-2098 - ALTERNATIVE FUEL VEHICLES, SPORT UTILITY VEHICLES, FLEXIBLE FUEL
- T-2099 - VEHICLES, TRUCKS, PICKUP, CLASS 1
- T-2100 - VEHICLES, TRUCKS, CLASS 2, PICKUP/UTILITY, WITH SNOW PLOW OPTION
- T-2101 - VEHICLES, TRUCKS, CLASS 3, PICKUP/UTILITY/DUMP, WITH SNOW PLOW OPTION
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### INDEX:

## **1.0 INFORMATION FOR BIDDERS:**

### **1.1 PURPOSE AND INTENT**

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

The purpose of this RFP is to solicit bid proposals for the purchase of new 2005 or later model year specified unit.

**This RFP requires a bidder to bid, in addition to the specified vehicle, the manufacturer's published option, at a percentage discount off manufacturer's suggested retail price/list price (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 Standard Terms & Conditions, Appendix 1 of this RFP, 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 vendor(s), is making the use of any contract resulting from this RFP available to non-State Agencies, the State makes no representation as to the acceptability of any State RFP terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.**

### **1.2 BACKGROUND**

This is the first time that an RFP has been developed to establish a term contract for the specified unit.

NOTE: Contract awarded as a result of this RFP will become part of term contract T-2096.

### **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 all vendors. Written questions should be e-mailed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

Attn: Sepi Ghorbani

E- Mail: [Sepideh.Ghorbani@treas.state.nj.us](mailto:Sepideh.Ghorbani@treas.state.nj.us)

Fax Number: (609) 292-0490

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.

#### **1.3.1.1 QUESTION PROTOCOL**

Questions should be submitted in writing to the attention of the assigned Purchase Bureau buyer. Written questions should be directly tied to the RFP by the writer. 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.

Short procedural inquiries may be accepted by telephone by the Purchase Bureau buyer, however, oral explanations or instructions given over the telephone shall not be binding on the State. Vendors shall not contact the using agency directly, in person, by telephone, or by e-mail 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 ten (10) days prior to the bid opening date.

#### **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.

### **1.4 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 ISSUED ON 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. The buyer noted in Section 1.3.1 is the sole point of contact between the vendor and the State for purposes of this RFP.

### **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**

The entire content of every bid proposal will be publicly opened and will become a matter of public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal. All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment to inspect bid proposals received in response to this RFP by contacting the Purchase Bureau buyer.

### **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 must be supplied by each party to the joint venture.

## **1.5 BIDDER'S SIGNATURE**

The bidder's signature guarantees that prices set forth within the manufacturer's preprinted price lists and/or catalogs will govern for the period of the contract. The bidder also acknowledges that, notwithstanding any reference to price escalation clauses, FOB shipping point, and shipping charges contained in the preprinted price lists, catalogs, and/or literature, such references 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.

**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

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

## **2.2 CONTRACT SPECIFIC DEFINITIONS**

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

**Non-State Agency** - Any using agency other than the State Agency. Any quasi-State Agency or political subdivision is a non-State Agency.

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

**Unit** - Vehicle, ("van", "unit", "product", "commodity" or "item"), Alternative Fuel Vehicle (AFV), Cargo Van, Flexible Fuel, as specified herein.

**Flexible Fuel Vehicles** - Flexible fuel vehicles (FFV) are the vehicles that are specifically manufactured to be capable of running on E85, a blend of 85% denatured ethanol and 15% gasoline, or any mixture of the two up to the 85% ethanol limit.

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

**SAE** - Society of Automotive Engineers

**NJDMV** - New Jersey 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 cover sheet of this RFP (shown at the top of the cover sheet) 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 Has the bidder, its parent company or any of its subsidiaries or related companies ever received a fine or other action of a disciplinary nature from the vehicle manufacturer represented by the bidder in this bid?

No

3.2.3 Has the bidder, its parent company or any of its subsidiaries or related companies ever been the subject of a claim by a public entity for violations of any contract provision, including price?

No

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.

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 Reserved.

3.2.12 A bidder shall list and explain in detail all deviations taken in its bid proposal. All deviations are to be neatly printed or typed. In the event no deviation is denoted, the State will assume that it will receive exactly what the specifications stipulate. **A bidder is strongly advised to not take any deviations. Any material deviation shall subject the bid proposal to rejection.**

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.

3.2.13.1 If the 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.

3.2.13.2 It is the responsibility of the bidder, when 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 deviations or substitutions will be permitted after receipt of the bid proposal.

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

3.2.14 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.

3.2.15 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.

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

3.2.17 The bidder is required to have, and maintain throughout the contract term and any extensions(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.

3.2.18 The State reserves the right to inspect the bidder's facility. This provision applies during the evaluation period, the contract term and any extension(s) thereof.



3.2.19 The bidder shall provide the vehicle as a certified low emission vehicle (LEV) or cleaner. 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).

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

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

**3.2.22 Undercoating:** Manufacturer's standard undercoating is acceptable.

**3.2.23 Finish:** Ordering agency will specify manufacturer's standard one-tone paint color at the time of ordering.

**3.2.24 Reserved.**

**3.2.25 Manuals:** The contractor shall supply vehicle operation and maintenance manuals and any other manual that the vehicle manufacturer provides as a standard manual.

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.

**3.2.26 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 using agency. Training is to include driver training with instruction on proper operation of the vehicle. Basic preventive maintenance of the vehicle to also be included in this training session. This demonstration shall be a formal training session and shall be arranged at the time of delivery of the first unit. The training session shall be conducted at the location of delivery or at any field location, within the State of New Jersey.

**3.2.27 Reserved.**

**3.2.28 Guarantee/Warranty:** The contractor must guarantee that the unit and all its component parts will comply with the current, applicable Federal Motor Vehicle Safety Standards (FMVSS) and New Jersey State motor vehicle code regulations, 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.

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

1. [Manufacturer's Certificate of Origin](#)
2. [New Vehicle Inspection Sticker](#)

Deviation or Substitution: None.

### **3.3 VEHICLE SPECIFICATIONS – COMMON SPECIFICATIONS**

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

**3.3.2 IMPORTANT NOTE:** It is imperative that a bidder furnish any items (parts, components, equipment, features, controls, materials, performances, capacities, ratings, designs and/or accessories) considered manufacturer's standard and/or 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 items can be deleted using manufacturer's delete option. Unless specified otherwise, bidders shall not delete manufacturer's standard item using manufacturer's delete option or any aftermarket option. A CD player included in manufacturer's standard vehicle, for example, shall not be deleted even though a CD player is not specified in this RFP and even if manufacturer's CD player delete option is available for credit. No exception shall be permitted to this requirement.

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

**3.3.4** Each vehicle furnished must be protected to -20 degrees F, with a permanent type anti-freeze and summer coolant.

**3.3.5** Price bid shall include all transportation charges to the delivery points for the ordering agency.

**3.3.6** Vehicle provided shall be Dodge 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. Dealer installation shall be in accordance with the practices recommended by the manufacturer and shall not adversely affect manufacturer's warranty.

### **3.4 VEHICLE SPECIFICATIONS – TECHNICAL PROVISIONS**

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#### **3.4.1 Alternative Fuel Vehicle (AFV), Cargo Van, Flexible Fuel**

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Alternative Fuel Vehicle (AFV), Cargo Van, Flexible Fuel, (to be configured as per 3.4.1.1)  
(Price Line: 1)

##### **3.4.1.1 Alternative Fuel Vehicle (AFV), Cargo Van, Flexible Fuel:**

3.4.1.1.1 Wheelbase: 113"

3.4.1.1.2 Engine: 6 cylinder, 3.3 liter, flexible fuel

3.4.1.1.3 Fuel Tank: 20 gallon total capacity.

3.4.1.1.4 Passenger Capacity: Two (2)

3.4.1.1.5 Cargo Volume: 146 cu. ft.

3.4.1.1.6 Transmission: 4-speed automatic

3.4.1.1.7 Air conditioning: Manufacturer's standard or optional

### **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 will 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.

### **3.5.1 Placing Orders for Contract Units**

3.5.1.1 **IMPORTANT NOTE:** This term contract permits all users to order the contract vehicle with manufacturer's published options as outlined in the specifications.

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 buyer noted on the cover sheet of this RFP.

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 (rustproofing, 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 unit(s) 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 Verification of receipt of purchase order should be forwarded to each ordering agency for each order accepted using "Form A", which must be completed and forwarded to each purchaser under this section for every vehicle order accepted, as follows:

3.5.3.1.1 For State Agencies:

NJ 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](mailto: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.

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

3.5.3.3 Reserved.

3.5.3.4 Written confirmation of purchase order receipt and factory order entry must be provided to the appropriate governmental representative for vehicles purchased by submitting the "Form A" to political subdivisions and independent authorities.

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

3.5.3.6 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 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 a 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 NJ 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 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 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 NJ Dept. of the Treasury, Transportation Services Receiving Unit, Distribution Center, 1620 Stuyvesant Ave., W. 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 NJ 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 NJ 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 it's 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.

3.5.5.16.2 Bidder accepts the terms of this provision:

Yes.

**3.5.6 Training:** [See 3.2.26.](#)

**3.5.7 Warranties:**

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: 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 vehicle(s) by the ordering agency and the delivery ticket has been signed off by an authorized representative of the Central Motor Pool or other authorized governmental representative for vehicles purchased by political subdivisions or independent authorities. Partial payments may be made for vehicle(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. 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.

## **4.0 PROPOSAL PREPARATION AND SUBMISSION:**

### **4.1 GENERAL**

The bidder must follow instructions contained in this RFP and on the bid cover sheet in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The cover sheet (page 3) of this RFP shall be signed by an authorized representative of the bidder. However, if the bidder is a limited partnership, the cover sheet of this RFP must be signed by a general partner. If the bidder is a joint venture, the cover sheet 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 cover sheet. 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, FINAL BID OPENING DATE AND THE BUYER'S NAME.**

**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 should 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**

The bid proposal should be submitted as follows:

- Forms (Section 4.4.1)

CONTENTS	RFP SECTION REFERENCE	COMMENTS
<b>Forms</b>	Cover sheet	Completed and signed cover sheet (Page 3 of this RFP)
	4.4.1.1	Ownership Disclosure Form (Attachment 1)
	4.4.1.2	MacBride Principles Certification (Attachment 2)
	4.4.1.3	Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate (Attachment 3)
	Appendix 1 - 1.1 of the Standard Terms & Conditions	Business Registration from Division of Revenue
	Appendix 3, 4 and 5	Executive Order 134 Forms

**4.4.1 FORMS**

**4.4.1.1 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.

**4.4.1.2 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.

**4.4.1.3 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.

#### **4.4.1.4 MANUFACTURER'S INFORMATION**

Bidders are to provide below the name, address, phone number, fax number and e-mail address of the manufacturer's regional representative(s):

The contractor provided manufacturer's information, which will be made available upon request.

#### **4.4.1.5 BID BOND**

Not applicable.

#### **4.4.1.6 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 WILL BE CAUSE FOR AUTOMATIC REJECTION OF THE BID PROPOSAL.**

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

Refer to Appendix 1, Section 1.1 of the Standard Terms and Conditions and Section 5.2 of this RFP for additional information concerning this requirement.

#### **4.4.1.7 EXECUTIVE ORDER 134**

**FAILURE TO SUBMIT A COMPLETED EXECUTIVE ORDER 134 CERTIFICATION (APPENDIX 3) WITH THE BID PROPOSAL WILL RESULT IN AUTOMATIC REJECTION OF THE BID PROPOSAL.**

Refer to Section 5.18 of this RFP and Appendix 3 for more details concerning this requirement.

#### **4.4.2 SUBMITTALS**

##### **4.4.2.1 PRODUCT LITERATURE, ETC.**

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.

##### **4.4.2.2 BIDDER DATA SHEET**

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

Bidder has provided the required information, which will be made available upon request.

##### **4.4.2.3 REFERENCE DATA SHEETS - SATISFACTORY CUSTOMER SERVICE**

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

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

Information provided by the contractor is on file and will be made available upon request.

#### **4.4.2.4 MANDATORY CONTRACTOR DATA SHEET - TERMINATED CONTRACTS**

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

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

None.

#### **4.4.2.5 MANUFACTURER'S CUT-OFF DATE**

4.4.2.5.1 The contractor(s) will be required to notify the Purchase Bureau of the manufacturer's order cut-off date, as soon as that date is made available to the contractor. Notification must be faxed separately to Manan Desai at 609-292-5396 (alternate: 609-292-0490). However, should a contractor be notified of the manufacturer's cut-off date after the contractor has been formally notified by a letter of intent to award, but before contract awards have been finalized, the intended awardee will be obligated to notify the Director in writing. Manufacturer's written confirmation must be submitted with all letters of notification.

4.4.2.5.2 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.

4.4.2.5.3 All orders placed by either the State or political participants before the end of the announced manufacturer's cut-off date must be accepted by the contractor(s). These orders may be hand delivered or faxed. The State also reserves the right to fax orders via "letters of intent" with purchase order(s) to follow.

4.4.2.5.4 In case where the manufacturer is unable to build vehicles for which orders have been placed by the contractor prior to manufacturer's cut-off dates, the contractor must immediately notify the Director of the Division of Purchase and Property in writing by fax regarding this situation. As a minimum, the letter shall provide the following information.

4.4.2.5.4.1 Purchase order number or line of credit letter date

4.4.2.5.4.2 The make, model and quantity of vehicles ordered

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

4.4.2.5.4.4 Failure to do so may result in cancellation of your contract.

#### **4.4.2.6 FINANCIAL CAPABILITY OF THE BIDDER**

If required by the State, the bidder shall provide proof of its financial capacity and capabilities to undertake and successfully complete the contract. To satisfy this requirement, the bidder shall submit a certified financial statement, including applicable notes, reflecting the bidder's assets, liabilities, net worth, revenues, expense, profit or loss and cash flow for the most recent calendar year or the bidder's most recent fiscal year; or if a certified financial statement is not available, then either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statement. In addition, if required by the State, the bidder must submit a bank reference.

#### **4.4.3 COST PROPOSAL**

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

#### **4.4.4 METHOD OF BIDDING**

4.4.4.1 There is one (1) vehicle section/group in this RFP. A single award shall be made for the group.

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

4.4.4.3 The group contains two price lines, one for the base vehicle and one for vehicle manufacturer's published options. (Please, refer to price lines 1 and 2, which represent group 1 price lines.) A bidder shall bid fixed price on base vehicle price line and percentage discount off options' MSRP on manufacturer's published options price line.

**Note: Again, there are only two price lines, price lines 1 and 2, which will be awarded as a single award. The resulting award shall be made part of term contract T-2096.**

4.4.4.4 As explained in "Proposal Evaluation/Contract Award" (6.0), the price bid for the base vehicle and the % discount bid (% discount off manufacturer's published options' MSRP) on manufacturer's published options' price line shall determine 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(s) of manufacturer's published options, using contract price, % discount and MSRP of the manufacturer's published options purchased.

4.4.4.5 If a bidder does not bid on manufacturer's published options price line, its bid proposal shall be rejected.

4.4.4.6 **IMPORTANT NOTE:** This RFP permits only manufacturer's published options offered for a given trim line and manufacturer's body code. No other options that change trim line and/or manufacturer's body code of the vehicle bid shall be offered. No "XLT" trim line options, for example, shall be offered with "XL" trim line vehicle. No "4WD" option shall be offered, for instance, with a two wheel drive vehicle. No exceptions shall be permitted.

4.4.4.7 Reserved.

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

4.4.4.8.1 User will be able to purchase one or more compatible manufacturer's published options, along with a purchase of one base vehicle (price line 1), using price line 2, by deducting contract discount from a sum of purchased manufacturer's options' MSRP.

4.4.4.9 User will also be able to purchase any available manual transmission option and/or any available air conditioning delete option and/or any other available manufacturer's delete/deduct options by utilizing manufacturer's published options' price 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 available manual transmission and/or air conditioning delete options will be rare.

4.4.4.10 A bidder shall provide, included with its bid proposal, a manufacturer's published list of options with corresponding MSRP (list prices) 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 be uploaded to the Purchase Bureau's website. Failure to provide the required list may cause a bid rejection for the affected group.

4.4.4.11 The bidder should offer all manufacturer's published options and not cross-out any options from the manufacturer's published list. Any bid proposal with crossed-out options to gain unfair advantage shall be subject to rejection for the affected group.

4.4.4.12 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 the examples in item 6.0 "Proposal Evaluation/Contract Award".)

4.4.4.13 In the event that no bid proposal offers a reasonable discount off the MSRP 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.

4.4.4.14 Unit price and discount off MSRP for the manufacturer's published options bid shall be legible. Any alteration or appearance of alteration must be initialed by the authorized person. Any missing or illegible price/discount or price correction or appearance of price alteration without bidder's qualifying initials shall cause the bid proposal to be disqualified for that price line item and, in turn, the group that price line item is a part of.

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

4.4.4.16 Quantity (third column-"quantity") shown on the price line on the price sheet 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.

4.4.4.17 The bidder shall provide complete and accurate information throughout this RFP, in the spaces provided, including, but not limited to, spaces provided on all price lines on the price sheets; for example, make, model, model year, trim line, manufacturer's body code, and optional package/option bid. Failure to do so may result in a bid rejection. If no optional package/option is provided, the bidder will write "none" in the space provided. If the bidder leaves "optional package/option bid" spaces blank, it will be assumed that the bidder is not providing any optional package or any option. If the bidder has provided any optional package/option in the base vehicle, the bidder shall so list in the spaces provided for "optional package/option bid" and should cross out the optional package/option provided in the manufacturer's published list of options, with authorized initials next to it. The bidder is cautioned to thoroughly review the information it has provided, specifically the information on the base vehicle price line in a group, before submitting its bid proposal. Any erroneous information provided on the base vehicle price line in a group by a contractor shall affect how the manufacturer's options are ordered.

4.4.4.18 If the bidder identifies the unit offered by denoting make, model, model year, trim line, body code and options offered, as required on the price line, but does not provide the required literature, or provides the required literature, but does not identify the unit offered, the State reserves the right to request all information necessary from the bidder to evaluate its bid proposal. 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 Reserved

4.4.4.20 The first page (face) of this RFP shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the bid must be signed by a general partner. If the bidder is a joint venture, the bid must be signed by a principal of each party to the joint venture. Failure to comply shall result in the rejection of the bid.

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

4.4.4.22 **I M P O R T A N T N O T E:** Again, the bidder is strongly advised not to take any deviations or substitutions. Any material deviations shall result in rejection of the bid proposal as non-responsive.

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.

## **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 Standard Terms and Conditions of the RFP Appendix 1.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the 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 Standard Terms and Conditions pertaining to Business Registration set forth in, Appendix 1, Section 1.1.

“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 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;

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

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 front page of this RFP. However, the contractor cannot accept or process an order under this term contract after the manufacturer's cut-off date, unless the vehicle ordered is exactly configured as specified in this RFP. No vehicles, whatsoever, can be sold after the contract expiration date.

5.3.2 Failure to comply with these 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, Division of Purchase and Property, 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 maximum period of three 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. 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.

## **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 ITEMS ORDERED AND DELIVERED**

The Using Agency[ies] are authorized to order and the contractor is authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agency reveals that item other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director in the termination of the contract or in the award of any subsequent contract. The Director may take such steps as are necessary to have the item returned by the Agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

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

## **5.9 RESERVED**

## **5.10 REMEDIES FOR NON-PERFORMANCE**

In the event that the contractor fails to comply with any 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.

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, or any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

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

## **5.11 THROUGH 5.13 RESERVED**



## **5.14 PERFORMANCE BOND**

Not applicable.

## **5.15 CLAIMS AND REMEDIES**

5.15.1 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, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, Et Seq.

5.15.2 Remedies: Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

5.15.3 Remedies for Non-Performance: In the event the contractor fails to comply with any material contract requirement, 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.

## **5.16 CONTRACT ACTIVITY REPORT**

In conjunction with the standard record keeping requirements of this contract, as listed in paragraph 3.19 of this RFP's standard terms and conditions, the contractor must provide, on a yearly basis, to the Purchase Bureau buyer assigned, a record of all purchases made by the non-State Agencies under its contract. This information must be provided in a tabular format such that an analysis can be made to determine the following:

This information must be provided using "Form C" so that analysis can be made to determine the following:

- Contractor's total sales volume under contract, subtotaled by product.

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

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

Failure to submit these mandated reports will be a factor in future award decisions.

## **5.17 RESERVED**

## **5.18 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:

5.18.1 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. Currently, contributions in excess of \$400 during a reporting period are deemed “reportable” under these laws. As of January 1, 2005, that threshold will be 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.

#### 5.18.2 Breach of Terms of Executive Order 134 Deemed Breach of Contract:

It shall be a breach of the terms of the contract for the Business Entity to (i) make or solicit a contribution in violation of this Order, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of EO 134; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of EO 134; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of EO 134.

#### 5.18.3 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. Accordingly, the Business Entity shall submit with its bid proposal Executive Order 134 Certification(s) in the form set forth in [Appendix 3](#) attached hereto, certifying that no contributions prohibited by Executive Order 134 have been made by the Business Entity. A separate Certification is required for each person or organization defined above as a Business Entity. Failure to submit the Certification(s) with the Bid Proposal shall be cause for automatic rejection of the bid proposal.

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall report 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, in the form of the Disclosure attached hereto as [Appendix 4](#). A separate Disclosure is required for each person or organization defined above as a Business Entity. 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 Disclosure(s) within five (5) business days of the State’s request.

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. A copy of the

Continuing Disclosure of Political Contributions is attached hereto as [Appendix 5](#). A separate disclosure is required for each person or organization defined above as a business entity.

#### 5.18.4 State Treasurer Review:

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

## 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 Price index for each group of vehicles (group price index). Price index for each 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 option utilization factor (fixed value of 3% for all groups of vehicles), TBP is total price bid on the base vehicle price line in a group (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 in various meetings, an educated and calculated assumption is made that an average purchaser, in an average purchase, will buy manufacturer's options worth 3% of the base vehicle price. For example, a purchase that includes base vehicle price of \$15,000 is expected to also include \$450 worth total manufacturer's options.)

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

For example, price lines 1 and 2 constitute one group, which shall be awarded separately based upon their group price index.

Group price index for price lines 1 and 2 =  $(1 \times UBP1) + \{0.03 \times TBP1 \times (1 - PC2/100)\}$ ;  
where UBP1 is unit price bid on price line 1, 0.03 is options utilization factor (fixed, 3%, for all groups), TBP1 is 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 1 group).

For example, a bidder bids \$15,000 unit price on price line 1, and 10% discount on price line 2. Bidder's price index for the Section 1 group shall be:

$$\begin{aligned} & (1 \times 15,000) + \{0.03 \times 1 \times 15,000 \times (1 - 10/100)\} \\ & = 15,000 + \{0.03 \times 15,000 \times (1 - 0.10)\} \\ & = 15,000 + \{0.03 \times 15,000 \times 0.90\} \\ & = 15,000 + 405 \\ & = 15,405 \end{aligned}$$

In the above example, if the bidder had offered 12% discount off manufacturer's suggested retail prices for manufacturer's options (price line 2), its price index for Section 1 group would have been 15,396, as follows:

$$\begin{aligned} & (1 \times 15,000) + \{0.03 \times 1 \times 15,000 \times (1 - 12/100)\} \\ & = 15,000 + \{0.03 \times 15,000 \times 0.88\} \\ & = 15,000 + 396 \\ & = 15,396 \end{aligned}$$

### 6.1.2 Experience of the bidder

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

### 6.1.4 Delivery schedule bid.

**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 the group (base vehicle and its options - price lines 1 and 2) shall be made with reasonable promptness by written notice to that responsible bidder whose bid, conforming to the invitation for bids, 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.