



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**

**Ford Escape, Hybrid, 2WD/4WD, 2006 Model Year  
(T-2297)**

**Bid Number: 05-X-37115**

Date Issued: 7/15/05

Using Agency

State of New Jersey  
Cooperative Purchasing Members

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

## Ford Escape, Hybrid, 2WD/4WD, 2006 Model Year (T-2297)

**Bid Number: 05-X-37115**

**ISSUED: JULY 29, 2004**  
**RE-ISSUED: JULY 15, 2005**

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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 - ALTERNATIVE FUEL VEHICLES (AFV), DEDICATED CNG AND FLEXIBLE FUEL
- 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-2096 - ALTERNATIVE FUEL VEHICLE (AFV), CARGO VAN, FLEXIBLE FUEL
- T-2097 - ALTERNATIVE FUEL VEHICLE (AFV), SPORT UTILITY VEHICLE (SUV), LAW ENFORCEMENT, 2WD, FLEXIBLE FUEL
- T-2098 - ALTERNATIVE FUEL VEHICLE (AFV), SPORT UTILITY VEHICLES (SUV), 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
- T-2102 - VEHICLES, TRUCKS, CLASS 4, UTILITY/DUMP, WITH SNOW PLOW OPTION
- T-2103 - VEHICLES, CARGO VANS, CLASS I/II/III, REGULAR/EXTENDED
- T-2254 - CHEVROLET SUBURBAN, 4WD, WITH OPTIONAL EQUIPMENT
- T-2297 - HYBRID GASOLINE-ELECTRIC VEHICLE (HEV), FORD ESCAPE, 2WD/4WD
- T-2298 - HYBRID GASOLINE-ELECTRIC VEHICLE (HEV), PICKUP, CHEVROLET SILVERADO 1500 2WD/4WD

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## 1.0 INFORMATION FOR BIDDERS

### 1.1 PURPOSE AND INTENT

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

The purpose of this RFP is to solicit bid proposals for the purchase of new 2006 or later model year Ford Escape Hybrid, 2WD/4WD.

**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 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.

### 1.3 KEY EVENTS

#### 1.3.1 QUESTIONS AND INQUIRIES

It is the policy of the Purchase Bureau to accept questions and inquiries from all vendors. Written questions should be mailed, e-mailed or faxed 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

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.

## **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** - SUV, ("vehicle", "truck", "product", "commodity" or "item"), Ford Escape, Hybrid, 2WD/4WD, 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 equals 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, 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.

**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 units as a service to cooperative purchasing participants.

3.1.2 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. 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 Subcontracting is permitted. Any intent to subcontract must be described in 3.2.11.5 with a list of subcontractor(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 3.2.11.5 and will be solely responsible for the equipment, installation and warranty. If a bid proposal does not provide a subcontractor(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 subcontractor(s)' compliance with all terms and conditions of this RFP. The contractor will assume sole responsibility for any payments due the subcontractor(s). Nothing contained in the RFP shall be construed as creating any contractual relationship between any subcontractor(s) and the State.

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

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

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

3.2.11.5 List of Subcontractors:

Name, address, phone number, fax number and e-mail address of subcontractor(s):

None.

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 material deviations which will subject the bid proposal to rejection.**

3.2.13 **No other make and model shall be considered.**

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. Bidders may use a subcontractor's location to satisfy this requirement, provided such disclosure is made in the bid proposal. As stated in 3.2.11, any use of subcontractor(s) shall not relieve the contractor from its obligations under the contract established as a result of this RFP.

3.2.18 The State reserves the right to inspect the bidder's and/or subcontractor(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 super ultra low emission vehicle (SULEV) or cleaner.

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.

### **3.3 VEHICLE SPECIFICATIONS - GENERAL PROVISIONS:**

**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.

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

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

3.3.1.3 Price(s) bid shall include all transportation charges to the delivery points for State and quasi agencies and political subdivisions, which may be anywhere in New Jersey or around New Jersey.

3.3.1.4 All vehicles covered under this RFP are to be the manufacturer's standard vehicles with the necessary upgrades and/or accessories. All accessories are to be factory installed or supplied by the manufacturer. Dealer installation is permitted, if an accessory is not available installed from the manufacturer.

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

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

**3.3.4 Reserved.**

**3.3.5 Manuals:** The contractor shall supply manufacturer's standard operation and maintenance manual with each unit. The contractor shall also include any other manuals that the manufacturers provide as the standard manuals.

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.

**3.3.6 Training:** Complete instructions on the operation and maintenance of each unit and a demonstration on the operation of the unit shall be given by the contractor, if requested by the 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.

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

A bidder shall indicate manufacturer's standard bumper-to-bumper warranty:

Months: 36 Miles: 36,000

The bidder shall also indicate manufacturer's standard powertrain warranty:

Engine: Months: 36 Miles: 36,000

Transmission: Months: 36 Miles: 36,000

Indicate manufacturer's standard warranty on corrosion:

Months: 60 Miles: Unlimited.

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.

### **3.4 VEHICLE SPECIFICATIONS - TECHNICAL PROVISIONS:**

#### **3.4.1 Section 1: Hybrid SUV, 4-Door, 2WD, 2006 Model Year, Ford Escape (price lines 1 and 2)**

##### **3.4.1.1 Hybrid SUV, 4-Door, 2WD, 2006 Model Year, Ford Escape (price line 1)**

3.4.1.1.1 Front wheel drive, 2006 Ford Escape, U95, 300A series

3.4.1.1.2 GVWR: 4,000 lbs, Wheelbase: 103"

3.4.1.1.3 Engine: 2.3 liter, 4-cylinder, 133 HP, 129 lb. ft.

3.4.1.1.4 Electric Motor: 70 kw (93HP), Battery Pack: 330 volts

3.4.1.1.5 Transmission: Automatic, continuously variable, electronically controlled

3.4.1.1.6 Fuel Tank: 15 gal.

3.4.1.1.7 Air Conditioning: Manufacturer's air conditioning

### 3.4.1.2 Manufacturer's Option for Hybrid SUV, 2WD (price line 2)

This price line is for manufacturer's options in the same trim line (hybrid), body code (U95) and order series/package code (300A) only. Options that change contract vehicle's trim line, body code or package code are excluded; no exception shall be permitted. Bidders shall bid % discount off options MSRP.

### 3.4.2 Section 2: Hybrid SUV, 4-Door, 4WD, 2006 Model Year, Ford Escape (price lines 3 and 4)

#### 3.4.2.1 Hybrid SUV, 4-Door, 4WD, 2006 Model Year, Ford Escape (price line 3)

3.4.2.1.1 Four wheel drive, Ford Escape, U96, 400A series

3.4.2.1.2 GVWR: 4,000 lbs, Wheelbase: 103"

3.4.2.1.3 Engine: 2.3 liter, 4-cylinder, 133 HP, 129 lb. ft.

3.4.2.1.4 Electric Motor: 70 kw (93HP), Battery Pack: 330 volts

3.4.2.1.5 Transmission: Automatic, continuously variable, electronically controlled

3.4.2.1.6 Fuel Tank: 15 gal.

3.4.2.1.7 Air Conditioning: Manufacturer's air conditioning

#### 3.4.2.2 Manufacturer's Option for Hybrid SUV, 4WD (price line 4)

This price line is for manufacturer's options in the same trim line (hybrid), body code (U96) and order series/package code (400A) only. Options that change contract vehicle's trim line, body code or package code are excluded; no exception shall be permitted. Bidders shall bid % discount off options MSRP.

## **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 vehicles 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 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.

**3.5.2** 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 the attached "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, Transportation Service Specialist  
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 Sample of "Form A" is also attached with this RFP.

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 3.3.6.

**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.** (See RFP cover sheet).

### **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

#### **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 Reserved.**

##### **4.4.1.5 BID BOND**

Not applicable.

#### **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:

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

Chas. S. Winner Inc. D/A Winner Ford  
250 Haddonfield-Berlin Road  
Cherry Hill, NJ 08034

Contact person: Len Polistina  
Phone: 856-427-2796 Fax: 856-428-4718

E-mail: [lpolistina@winnerford.com](mailto:lpolistina@winnerford.com)

#### **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, which 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 (blank "Cut-off Date Notification"- Form B is attached) 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 are two (2) sections of vehicles and their options (groups), which are itemized in the table of contents at the beginning of this RFP, and four (4) price lines. Each group shall be awarded individually, creating a total of two (2) awards.

4.4.4.2 A bidder must bid on each price line item in a group to be a qualified bidder for that group. A bidder can bid on one, several or all groups, using price lines on the price sheet(s) attached at the end of this RFP.

4.4.4.3 Each group contains two price lines, one for the base vehicle and one for vehicle manufacturer's published options. (Please, refer to the price lines, say, price lines 1 and 2, which represent section 1 group 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.

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 (% 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 for that group. The bidder can bid various discounts for various groups.

4.4.4.6 Each vehicle is specified in two parts of the technical specifications of this RFP: Vehicle Specifications - General Provisions (3.3) and Vehicle Specifications - Technical Provisions (3.4). Thus, price bid for any vehicle shall include, among other items (delivery, inspection, etc.), costs of (General) specifications and relevant vehicle specific (Technical) specifications.

4.4.4.7 Price lines are grouped for bid evaluation purposes only. User will be able to purchase base vehicle only, or 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 User will be able to purchase one or more compatible manufacturer's published options, along with a purchase of one base vehicle, using manufacturer's options' price line. In above example (Section 1), one or more compatible manufacturer's options can be purchased, 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 and/or any available air conditioning delete and/or any other available manufacturer's delete/deduct options by utilizing manufacturer's published options' price line; in which case, 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 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 each group of vehicles bid, which shall be verified with Chrome Corporation's PC Carbook and manufacturer's data provided through independent channel. Upon establishment of contract, manufacturers' published list of options with MSRP shall become part of the Notice of Award (NOA) and be uploaded to the Purchase Bureau's website. Failure to provide the required lists may cause bid rejection for the affected group of vehicles.

4.4.4.11 If a bidder chooses not to offer any manufacturer's published option(s), it shall cross-out the option(s) not offered from the manufacturer's published list provided with its bid proposal, with authorized initials next to crossed-out option(s). Bidder, however, should limit the number of such crossed-out options to a minimum. Any bid proposal with a pattern of excessive crossed-out options or crossed-out options with no justification, to gain unfair advantage, shall be subject to rejection for the affected group(s).

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 for each group of vehicles. (Refer to the examples in item 6.0 "Proposal Evaluation/Contract Award" - of this RFP.)

4.4.4.13 In the event no bid proposal offers a reasonable discount off the MSRP for the manufacturer's published options for a particular group of vehicles, 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 of vehicles 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 to be disqualified for that price line item and, in turn, the group that price line item is 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 each price line on the price sheets 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 a 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 a 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 cross out the optional package/option provided in the manufacturer's published list of options, with authorized initials next to it. A 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 the contractor shall affect how the manufacturer's option is ordered.

4.4.4.18 If a bidder identifies the unit offered by denoting make, model and model year, 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 to evaluate the bid 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 A bidder shall provide the vehicle as a certified super ultra low emission vehicle (SULEV) or cleaner.

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:** 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**

See Standard Terms & Conditions, Appendix 1, Section 1.1.

## **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.

## **6.0 PROPOSAL EVALUATION/CONTRACT AWARD**

### **6.1 EVALUATION CRITERIA**

The following criteria will be used to evaluate each bid:

6.1.1 Compliance with technical specifications.

6.1.2 Compliance with terms and conditions of the RFP.

6.1.3 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 14% 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 14% of the base vehicle price. For example, a purchase that includes base vehicle price of \$20,000 is expected to also include \$2,800 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, Section 1 vehicle and its options (price lines 1 and 2) constitute one group, which shall be awarded separately based upon their group price index.

Section 1 (price lines 1 and 2) group price index =  $(1 \times \text{UBP1}) + \{0.14 \times \text{TBP1} \times (1 - \text{PC2}/100)\}$ ;  
where UBP1 is unit price bid on price line 1, 0.14 is options utilization factor (fixed, 14%, for all groups), TBP1 is total price bid on price line 1 ( $1 \times \text{UBP1}$ ), 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 \$18,000 unit price on price line 1, and 10% discount on price line 2. Bidder's price index for the Section 1 group shall be:

$$\begin{aligned} & (1 \times 18,000) + \{0.14 \times 1 \times 18,000 \times (1 - 10/100)\} \\ & = 18,000 + \{0.14 \times 18,000 \times (1 - 0.10)\} \\ & = 18,000 + \{0.14 \times 18,000 \times 0.90\} \\ & = 18,000 + 2,268 \\ & = 20,268 \end{aligned}$$

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 sections 1 group would have been 20,494.80, as follows:

$$\begin{aligned} & (1 \times 18,000) + \{0.14 \times 1 \times 18,000 \times (1 - 12/100)\} \\ & = 18,000 + \{0.14 \times 18,000 \times 0.88\} \\ & = 18,000 + \{2,217.60\} \\ & = 20,217.60 \end{aligned}$$

6.1.4 Past performance under State of New Jersey contracts.

6.1.5 Delivery schedule bid in 16.0 (cover page of this RFP).

**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 each group of vehicle and its options 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. There will be a total of two awards, one for Section 1 and one for Section 2.

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.

## **APPENDIX 1 NJ STATE STANDARD TERMS AND CONDITIONS**

### **STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS**

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

#### **1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS**

- 1.1 BUSINESS REGISTRATION** –Effective September 1, 2004, pursuant to an amendment to N.J.S.A. 52:32-44, State and local entities (including the Division of Purchase and Property) are prohibited from entering into a contract with an entity unless the contractor has provided a copy of its business registration certificate (or interim registration) as part of its bid submission. Failure to submit a copy of the Business Registration Certificate within the bid proposal may be cause for rejection of the bid proposal.  
  
The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the “Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State. This requirement shall apply to all contracts awarded on and after September 1, 2004. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.htm>
- 1.2 ANTI-DISCRIMINATION** - All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.
- 1.3 PREVAILING WAGE ACT** - The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act.
- 1.4 AMERICANS WITH DISABILITIES ACT** - The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101 et seq.
- 1.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-I et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.
- 1.6 OWNERSHIP DISCLOSURE** - Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.
- 1.7 COMPLIANCE - LAWS** - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

- 1.8 COMPLIANCE - STATE LAWS** - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.
- 1.9 COMPLIANCE - CODES** - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.

## **2. LIABILITIES**

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

STATE OF NEW JERSEY  
Purchase Bureau – Bid Ref. #

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

- a. a Commercial General Liability policy as broad as the standard coverage forms in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage.

The limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

- b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

\$1,000,000 BODILY INJURY, EACH OCCURRENCE  
\$1,000,000 DISEASE EACH EMPLOYEE  
\$1,000,000 DISEASE AGGREGATE LIMIT

## **3. TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU**

- 3.1 CONTRACT AMOUNT** - The estimated amount of the contract(s), when stated on the Advertised Request for Proposal form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.
- 3.2 CONTRACT PERIOD AND EXTENSION OPTION** - If, in the opinion of the Director of the Division of Purchase and Property, it is in the best interest of the State to extend a contract entered into as a result of this Request for Proposal, the contractor will be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the contract. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

### **3.3 BID AND PERFORMANCE SECURITY**

- a. Bid Security - If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17: 12- 2.4. Acceptable forms of bid security are as follows:
1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:
  - a. Issue an award notice for those offers accepted by the State;
  - b. Return all bond securities to those who have not been issued an award notice.

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

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

The Performance Security must be submitted to the State within 30 days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit performance security may result in cancellation of contract for cause pursuant to provision 3.5b,1, and nonpayment for work performed.

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

### **3.5 TERMINATION OF CONTRACT**

- a. For Convenience

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

- b. For cause:

1. Where a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seq., the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
2. Where a contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping etc., so that the Director is repeatedly required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
- c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.
- d. In the event of termination under this section, the contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

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

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

agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

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

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

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

In order for the State contract to be extended to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education the bidder must agree to the extension and so state in his bid. proposal. The extension to counties municipalities, school districts, volunteer fire departments, first aid squads and Independent Institutions of higher education must 'be under the same terms and conditions, including price, applicable to the State.

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

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

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

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

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

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

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

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

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

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

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated in the Request For Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.

- d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
  - e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
  - f. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
  - g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.
- 3.14 DELIVERY GUARANTEES** - Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the Request for Proposal.

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

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

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

- 3.15 DIRECTOR'S RIGHT OF FINAL BID ACCEPTANCE** - The Director reserves the right to reject any or all bids, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie bids will be awarded by the Director in accordance with N.J.A.C.17:12-2.1D.
- 3.16 BID ACCEPTANCES AND REJECTIONS** - The provisions of N.J.A.C. 17:12-2.9, relating to the Director's right, to waive minor elements of non-compliance with bid specifications and N.J.A.C. 17: 12- 2.2 which defines causes for automatic bid rejection, apply to all proposals and bids.
- 3.17 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES** - The State reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.
- The State may also consult with clients of the bidder during the evaluation of bids. Such consultation is intended to assist the State in making a contract award which is most advantageous to the State.
- 3.18 STATE'S RIGHT TO REQUEST FURTHER INFORMATION** - The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the bidder's financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain, in detail, how the bid price was determined.
- 3.19 MAINTENANCE OF RECORDS** - The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the, State upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.

#### **4. TERMS RELATING TO PRICE QUOTATION**

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

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

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

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

F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional



transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.

- 4.3 C.O.D. TERMS** - C.O.D. terms are not acceptable as part of a bid proposal and will be cause for rejection of a bid.
- 4.4 TAX CHARGES** - The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.
- 4.5 PAYMENT TO VENDORS** - Payment for goods and/or services purchased by the State will only be made against State Payment Vouchers. The State bill form in duplicate together with the original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery. Responsibility for payment rests with the using agency which will ascertain that the contractor has performed in a proper and satisfactory manner in accordance with the terms and conditions of the award. Payment will not be made until the using agency has approved payment.

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

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

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

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

- 4.7 RECIPROCITY** - In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17: 12- 2. 13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for their bidders.
- 5. CASH DISCOUNTS** - Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest bid.
- a. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services received a properly signed and executed State Payment Voucher form and, when required, a properly executed performance security, whichever is latest.
  - b. The date on the check issued by the State in payment of that Voucher shall be deemed the date of the State's response to that Voucher.
- 6. STANDARDS PROHIBITING CONFLICTS OF INTEREST** - The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).
- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.
  - b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
  - c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or

employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraph 6a through 6e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.

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

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

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