

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

Automotive Parts For Heavy Duty Vehicles (Class 5 Or Higher, Over 15,000 lb GVWR) (T-2085)

Bid Number: 09-X-39895

Date Issued: 9/6/07

Using Agency

State of New Jersey
Cooperative Purchasing Members

The NOA consists of the following:

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

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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 Automotive Parts for Heavy Duty Vehicles (class 5 or higher, over 15,000 lb. GVWR, see 2.0 Definitions.)

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

The NJ Standard Terms and Conditions version 07/27/07 will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

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

1.2 BACKGROUND

1.2.1 This is a reprocurement of the Parts for Heavy Duty Trucks and Buses over 11,500 lbs. GVWR Excluding Repairs (T-2085) term contract, presently due to expire on August 31, 2008. Bidders who are interested in the current contract specifications and pricing information may review the current contract at <http://www.state.nj.us/treasury/purchase/noa/contracts/t2085.shtml>.

1.2.2 Parts covered under the following term contracts are excluded from this RFP:

1. Automotive Parts and Accessories for Light Duty Vehicles (AutoZone, M0065, <http://www.state.nj.us/treasury/purchase/noa/contracts/m0065.shtml>)

2. Batteries, Storage, Auto/Truck and Equipment (T0066, <http://www.state.nj.us/treasury/purchase/noa/contracts/t0066.shtml>)

3. Automotive Lubricants: Engine/Gear Oils, Greases, ATF & Hydraulic Oil (T0097, <http://www.state.nj.us/treasury/purchase/noa/contracts/t0097.shtml>)

4. Spark Plugs, Filters and PCV Valves (T0117, <http://www.state.nj.us/treasury/purchase/noa/contracts/t0117.shtml>)

5. Tires and Tubes (T0123, <http://www.state.nj.us/treasury/purchase/noa/contracts/t0123.shtml>)

6. Antifreeze and Windshield Washer Fluid (T0963, <http://www.state.nj.us/treasury/purchase/noa/contracts/t0963.shtml>)

7. Tools, Hand – Various Agencies (T0226,
<http://www.state.nj.us/treasury/purchase/noa/contracts/t0226.shtml>)

8. Power Tools and Accessories (T0227,
<http://www.state.nj.us/treasury/purchase/noa/contracts/t0227.shtml>)

This convenience term contract is designed to meet the quantitative, expeditious and cost efficient local delivery, parts interchangeability, standardization and compatibility requirements of over 2,800 State agencies and cooperative purchasing participants for thousands of heavy duty vehicle parts. This RFP will provide multiple contracts for each OEM or non-OEM group (price line item) of parts in each of the three regions - North, Central and South - to accommodate varying needs of the contract users, thereby increasing the total contract utilization and, in turn, providing better pricing for future contract reprocurement. As stated in Section 3.4 of this RFP (Contract Implementation – Ordering Process), this RFP will only provide convenience contracts with the best pricing for each OEM or non-OEM group in each region, but is not intended to replace an extensive contract selection process to be carried out by a contract user for each purchase transaction prior to issuance of a purchase order.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

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

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

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

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

1.3.2 SUBMISSION OF BID PROPOSAL

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

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

Directions to the Purchase Bureau can be found at the following web address:
<http://www.state.nj.us/treasury/purchase/directions.htm>

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

Procedural inquiries on this RFP may be directed to RFP.procedures@treas.state.nj.us. This e-mail address may also be used to submit requests to review bid documents. The State will not respond to substantive questions related to the RFP or any other contract via this e-mail address.

To submit an RFP or contract related question, go to the Current Bidding Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>.

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

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

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

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

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

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

1.4.2 BIDDER RESPONSIBILITY

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

1.4.3 COST LIABILITY

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

1.4.4 CONTENTS OF BID PROPOSAL

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

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

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

All bid proposals, with the exception of information determined by the State or the Court to be proprietary, are available for public inspection. Interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

1.4.5 PRICE ALTERATION

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

1.4.6 BID ERRORS

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

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

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

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

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

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

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

1.4.7 JOINT VENTURE

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

1.5 PRICE LIST AND/OR CATALOG PRICING

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

2.0 DEFINITIONS

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

2.1 GENERAL DEFINITIONS

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

Amendment - A change in the scope of work to be performed by the contractor after contract award. An amendment is not effective until signed by the Director, Division of Purchase and Property or his/her designee.

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

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

Contractor - The contractor is the bidder awarded a contract.

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

Division - The Division of Purchase and Property.

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

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

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

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

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

State - State of New Jersey

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

2.2 CONTRACT SPECIFIC DEFINITIONS

State Agency - Any department or agency, which is a part of the New Jersey State government, such as the Department of Transportation, Department of Environmental Protection, Department of Corrections, Department of Human Services, Department of Law and Public Safety and Department of

the Treasury. For a complete list of all State agencies, visit the State website at (lowercase): www.state.nj.us.

Non-State Agency - Any using agency other than the State agencies (Cooperative Purchasing participants). Any quasi-State agency (New Jersey Turnpike, for example) or political sub-division is a non-State Agency. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-State governmental entity of which the State of New Jersey is a member.

Ordering Agency - Any using agency placing a purchase order based upon the contract resulting from this RFP. All State and non-State agencies are authorized to use the contract resulting from this RFP, if the contractor agrees to extend its contract to political sub-divisions. If not, only State and quasi-State agencies will be the authorized users.

Term Contract - Recurring contract. The contract established as a result of this RFP will be a term contract, established for the period shown on the signatory page, and reprocurd (new contracts established) prior to the contract expiration date, to provide continuation of service. Term contract is normally identified with a contract index number (T#), T-2085, for example. A term contract, if agreeable to the contractor, is extended to all State and non-State agencies.

OEM (Original Equipment Manufacturer) Parts - OEM parts are new parts, which are designed, manufactured and/or approved by the original equipment manufacturer and supplied by its dealer/distribution network for use in its equipment. Ford OEM parts, for example, are the parts designed, manufactured and/or approved by Ford Motor Co. and supplied by its dealer/ distribution network for use in its trucks. All OEM parts in this RFP are covered under Category 1 (price lines 1 through 17).

Non-OEM Parts - Non-OEM parts are new replacement parts, which are designed, manufactured and approved by a manufacturer other than OEM. Non-OEM parts supplied under contracts resulting from this RFP must meet or exceed quality of OEM parts and comply with all OEM recommendations for replacement parts. Non-OEM parts must be shipped in the replacement manufacturer's original standard package. All non-OEM parts in this RFP are covered under Categories 2 through 14 (price lines 18 through 187, except for the ones for rebuilt parts).

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. This RFP covers all vehicles over 15,000 lb. GVWR -- class 5 (Ford F550 or GMC/Chevrolet/Dodge 5500, for example) or higher.

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

3.1 OEM/ NON-OEM PARTS METHODOLOGY

3.1.1 This RFP covers the following 187 OEM and non-OEM brands of heavy duty vehicle parts, arranged in 14 categories and represented by 187 price lines (see price sheets), in three regions - North, Central and South.

3.1.2 Each of the 187 brands of heavy duty vehicle parts constitutes one OEM or non-OEM group, represented by one price line item. Two awards shall be made for each OEM/non-OEM group for each region.

3.1.3 through 3.1.4 Reserved

3.1.5 **Warranty:**

All parts except rebuilt parts furnished must be new and in the manufacturer's original standard package. Parts provided shall be guaranteed against faulty material and workmanship in accordance with the manufacturer's standard warranty and are not to be contrary to any OEM specifications and/or recommendations for replacement parts and repairs. Any faulty part must be replaced by the contractor at no additional cost. ([See 5.5 for further warranty requirements.](#))

3.1.6 Delivery:

The contractor is to make arrangements for delivery of parts upon receipt of a purchase order. All parts must be delivered in accordance with the contractor's delivery schedule.

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.

All deliveries of parts will be made in accordance with the following schedule, legal holidays excepted:

8:00 am to 12:00 noon and 1:00 pm to 3:00 pm, Monday thru Friday. Delivery location will be the one specified in the purchase order. Using agencies may specify alternate delivery sites, when necessary.

All deliveries must be made upon approval and as instructed by the using agency, during working hours, except on legal holidays.

No parts will be accepted at the final delivery point without all supporting documentation and paperwork completed and delivered with the parts, which include the copy of purchase order, payment voucher, invoice and warranty documentation. No parts will be considered accepted until it has undergone final inspection at the delivery point.

3.1.7 Payment:

Invoices will be processed for payment only after final acceptance of the parts by the using agency and the delivery ticket has been signed off by an authorized representative of the ordering agency. Partial payments may be made for parts 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.

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

(See [4.4.7 for Method of Bidding](#), [6.1 for Evaluation Criteria](#) and [7.2 for award methodology](#).)

3.2 REGIONAL JURISDICTION

3.2.1 Each of the three regions - North, Central and South - is defined as follows. Bidders shall bid for one of the following region(s): North, Central, South, North and Central, Central and South, North and South, or Statewide (all three regions). Bidders must service all counties within the region bid. Any bid proposal for a part of a region - for a county or counties that do not cover the entire region - shall be rejected.

<u>Region</u>	<u>Counties</u>
North	Bergen, Essex, Hudson, Morris, Passaic, Sussex, Union and Warren

Central	Hunterdon, Mercer, Middlesex, Monmouth, Ocean and Somerset
South	Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester and Salem

3.2.2 If OEM's or parts manufacturer's list of areas covered under each region does not agree with the list in Section 3.2.1 of the RFP, the bidder shall provide the manufacturer's list of areas covered under each region on a separate sheet. If requested, the bidder shall provide manufacturer's certification listing all areas covered under each region. If deemed in the best interest of the State, the manufacturer's list of areas covered under each region may be adopted, for the brand bid, superseding the list of areas specified in Section 3.2.1 of the RFP.

(Section 3.3 - BRANDS AND CATEGORIES OF HEAVY DUTY VEHICLE PARTS - follows on the next page.)

3.3 BRANDS AND CATEGORIES OF HEAVY DUTY VEHICLE PARTS

<u>BRAND/DESCRIPTION</u>	<u>GROUP/PRICE LINE NUMBER</u>	<u>NUMBER OF AWARDS PER REGION</u>
<u>CATEGORY 1: OEM (GROUP 1, PRICE LINES 1 – 17)</u>		
Blue Bird	1	2
Chevrolet	2	2
Collins	3	2
Ford	4	2
Freightliner	5	2
General Motors	6	2
IC Corporation	7	2
International	8	2
Isuzu	9	2
Mack	10	2
Startrans	11	2
Sterling	12	2
Supreme	13	2
Thomas	14	2
UD (Nissan)	15	2
Volvo	16	2
Wolfington	17	2
CATEGORY 1 (OEM) TOTAL		34
<u>CATEGORY 2: General (GROUP 2, PRICE LINES 18 – 60)</u>		
Dayco	18	2
ACDelco	19	2
Aeroquip	20	2
Arvin/Meritor	21	2
Bosch	22	2
Bus Parts Warehouse	23	2
Buyer's Products	24	2
CCC Rebuilt	25	2
Dana-Spicer	26	2

<u>BRAND/DESCRIPTION</u>	<u>GROUP/PRICE LINE NUMBER</u>	<u>NUMBER OF AWARDS PER REGION</u>
<u>CATEGORY 2: General (GROUP 2, PRICE LINES 18 – 60) Continuation</u>		
Delphi	27	2
Eaton Fuller	28	2
Exide	29	2
Federal Mogul/Abex	30	2
Fleetrite	31	2
Goodyear	32	2
Grote	33	2
Haldex	34	2
HDA	35	2
Jasper Rebuilt	36	2
Lawson	37	2
M. W. Trailer	38	2
Midland	39	2
NAPA	40	2
National	41	2
Neapco	42	2
Nelson	43	2
Parker	44	2
Perkins	45	2
Pioneer	46	2
Pollack	47	2
Racor	48	2
Redneck	49	2
Rockwell	50	2
Schwitzer	51	2
Stemco	52	2
Truck-Lite	53	2
Universal	54	2
Vehicle Safety Manufacturing (VSM)	55	2

<u>BRAND/DESCRIPTION</u>	<u>GROUP/PRICE LINE NUMBER</u>	<u>NUMBER OF AWARDS PER REGION</u>
<u>CATEGORY 2: General (GROUP 2, PRICE LINES 18 – 60) Continuation</u>		
Velvac	56	2
Waltco	57	2
Warren	58	2
Whiting	59	2
Wilson	60	2
CATEGORY 2 (GENERAL) TOTAL		86
<u>CATEGORY 3: Engines/Exhaust (GROUP 3, PRICE LINES 61 – 74)</u>		
Auto-Jet	61	2
Caterpillar	62	2
Clevite	63	2
Cummins	64	2
Detroit Diesel	65	2
Donaldson	66	2
Fiat	67	2
Grand Rock	68	2
Iveco	69	2
RMP Rebuilt	70	2
Shuttleworth	71	2
Standyne	72	2
Truck-Ex	73	2
Walker	74	2
CATEGORY 3 (Engines/Exhaust) TOTAL		28
<u>CATEGORY 4: Transmissions (GROUP 4, PRICE LINE – 75)</u>		
Allison	75	2
CATEGORY 4 (Transmissions) TOTAL		2
<u>CATEGORY 5: Brakes (GROUP 5, PRICE LINES 76 – 91)</u>		
Anchor	76	2
Bendix	77	2
Carlisle	78	2

<u>BRAND/DESCRIPTION</u>	<u>GROUP/PRICE LINE NUMBER</u>	<u>NUMBER OF AWARDS PER REGION</u>
CATEGORY 5: Brakes (GROUP 5, PRICE LINES 76 – 91) Continuation		
D&W	79	2
Dayton	80	2
Euclid	81	2
Gray Rock	82	2
Gunite	83	2
Lealand	84	2
Marathon	85	2
MGM	86	2
Performance	87	2
Raybestos	88	2
United	89	2
Wagner	90	2
Webb	91	2
CATEGORY 5 (Brakes) TOTAL		32
CATEGORY 6: Suspension (GROUP 6, PRICE LINES 92 – 100)		
Firestone	92	2
Flagg	93	2
Gaff	94	2
Hendrickson	95	2
Monroe	96	2
Moog	97	2
Neway	98	2
Reyco	99	2
TRW	100	2
CATEGORY 6 (Suspension) TOTAL		18

<u>BRAND/DESCRIPTION</u>	<u>GROUP/PRICE LINE NUMBER</u>	<u>NUMBER OF AWARDS PER REGION</u>
<u>CATEGORY 7: Electrical (GROUP 7, PRICE LINES 101 – 117)</u>		
3M	101	2
Autolite	102	2
Blue Streak	103	2
Code 3	104	2
Cole Hersee	105	2
Cooper Bussman	106	2
Del City	107	2
Delco Remy	108	2
Ecco	109	2
Goodall	110	2
Leece-Neville	111	2
Nippondenso	112	2
Phillips	113	2
Preco	114	2
Prestolite	115	2
Tectran	116	2
Whelen	117	2
CATEGORY 7 (Electrical) TOTAL		34
<u>CATEGORY 8: Van & Dump Bodies (GROUP 8, PRICE LINES 118 - 130)</u>		
Bibeau	118	2
Brandon	119	2
Commercial Intertek	120	2
Galion	121	2
Heil/Duraclass	122	2
Lewisohn	123	2
Morgan	124	2
OX Bodies	125	2
R&S Godwin	126	2
Rugby	127	2
Stahl	128	2
Tamaqua	129	2

<u>BRAND/DESCRIPTION</u>	<u>GROUP/PRICE LINE NUMBER</u>	<u>NUMBER OF AWARDS PER REGION</u>
<u>CATEGORY 8: Van & Dump Bodies (GROUP 8, PRICE LINES 118 – 130)</u> <u>Continuation</u>		
Thiele	130	2
CATEGORY 8 (Van & Dump Bodies) TOTAL		26
<u>CATEGORY 9: Lift Gates (GROUP 9, PRICE LINES 131 – 140)</u>		
Alligator	131	2
Anthony	132	2
Eagle	133	2
Leyman	134	2
Maxon	135	2
Ricon	136	2
Thieman	137	2
Todco	138	2
Tommy Gate	139	2
Ultron	140	2
CATEGORY 9 (Lift Gates) TOTAL		20
<u>CATEGORY 10: Winches (GROUP 10, PRICE LINES 141 – 144)</u>		
Chelsea	141	2
Northern	142	2
Ramsey	143	2
Warn	144	2
CATEGORY 10 (Winches) TOTAL		8
<u>CATEGORY 11: Trailers (GROUP 11, PRICE LINES 145 – 157)</u>		
Armor Deck	145	2
Butler	146	2
Cross Country	147	2
Deyton Axle	148	2
Eager Beaver	149	2

<u>BRAND/DESCRIPTION</u>	<u>GROUP/PRICE LINE NUMBER</u>	<u>NUMBER OF AWARDS PER REGION</u>
CATEGORY 11: Trailers (GROUP 11, PRICE LINES 145 – 157) Continuation		
Fleetwarehouse	150	2
Franklin	151	2
Great Dane	152	2
Hecht	153	2
Hudson	154	2
Pequea	155	2
Towmaster	156	2
Trail-Eze	157	2
CATEGORY 11 (Trailers) TOTAL		26
CATEGORY 12: Radiator, Belts & Hoses (GROUP 12, PRICE LINES 158 – 163)		
A-1	158	2
Alliance	159	2
Gates	160	2
Modine	161	2
Proliance	162	2
Weatherhead	163	2
CATEGORY 12 (Radiator, Belts & Hoses) TOTAL		12
CATEGORY 13: Bearings, Seals & Gaskets (GROUP 13, PRICE LINES 164 - 181)		
BCA	164	2
BCG	165	2
Bower	166	2
BTC	167	2
Power-Rite	168	2
Chicago Rawhide	169	2
Commercial	170	2
CR	171	2
Mailhot	172	2
Custom Hoist	173	2

3.4 CONTRACT IMPLEMENTATION (ORDERING PROCESS)

<u>BRAND/DESCRIPTION</u>	<u>GROUP/PRICE LINE NUMBER</u>	<u>NUMBER OF AWARDS PER REGION</u>
<u>CATEGORY 13: Bearings, Seals & Gaskets (GROUP 13, PRICE LINES 164 - 181)</u>		
<u>Continuation</u>		
Felpro	174	2
Hyast	175	2
Hoover	176	2
Permatex	177	2
SKF	178	2
Timken	179	2
TRN	180	2
Victor	181	2
CATEGORY 13 (Bearings, Seals & Gaskets) TOTAL		36
<u>CATEGORY 14: Refrigeration (GROUP 14, PRICE LINES 182 - 187)</u>		
Bergstrom	182	2
Carrier	183	2
Johnsen	184	2
Kysor	185	2
Red Dot	186	2
Thermo King	187	2
CATEGORY 14 (Refrigeration) TOTAL		12

3.4.1 Contract users shall make purchases from that contractor whose contract terms and conditions are most advantageous, price and other factors considered. To ensure compliance, contract users shall carry out a contract selection process prior to issuance of a purchase order. Contract users shall initiate a contract purchase project by preparing clear and unambiguous project requirements, based solely upon their needs. At the time of auditing, contract users will be required to demonstrate that the establishment of the project requirements is free from any bias or inclination against or in favor of any contractor. Using its project requirements, current catalog/price list provided by the contractor and contract discount, a contract user shall determine the final purchase price for each contract in a given group. All contracts must be considered. The contract user may send its request for a determination of the final purchase price by sending its project requirements to all contractors in a given group (price line item). The contract user must select a contract and place its order for parts for heavy duty vehicles in the given group with the contractor offering the lowest price that best meets its program requirements. The contract user must document all phases of its contract selection process for each purchase under any contract resulting from this RFP. In most cases, the using agencies are expected to select the primary contractor.

3.4.2 All documentation shall be preserved and presented to auditors upon request. This RFP is designed to only establish convenience contracts and not to replace the contract selection process outlined in 3.4.1. **No exception shall be permitted.**

Note: The Division's Contract Compliance and Audit Unit (CCAU) may conduct an audit of any contract user's purchase transactions and documentation any time during and after the contract term.

3.4.3 For ease, efficiency and expediency in a contract selection process, contract users are advised to adopt an electronic communication channel, in addition to keeping the latest catalog/price list ready for each contracted brand in a given category. Contract users should compile a group of e-mail addresses of all contractors so that a request for the final purchase price can be "broadcast" e-mailed to all contractors. Contract users and contractors should password-protect their electronic correspondence, to ensure the integrity of the procurement process.

3.4.4 Contract users shall report all purchases made under contracts resulting from this RFP to the CCAU upon request. The report shall include the reasons for selecting a particular contract and identify the contract user, parts description, State contract and line #, quantity purchased and total purchase order price.

4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

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

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

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page

<http://www.state.nj.us/treasury/purchase/bid/summary/09x39895.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 NUMBER OF BID PROPOSAL COPIES

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

4.4 BID PROPOSAL CONTENT

4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/09x39895.shtml>. The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

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

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/09x39895.shtml>.

4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/09x39895.shtml>.

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

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

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

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

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/09x39895.shtml>

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

4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/09x39895.shtml>.

4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to submit a copy of Certificate of Employee Information or a copy of Federal Letter of Approval verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. If the bidder has neither document of Affirmative Action evidence, then the bidder must complete the attached Affirmative Action Employee Information Report (AA-302). This requirement is a precondition to entering into a State contract. The Affirmative Action Employee Information Report (AA-302) is located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/09x39895.shtml>.

4.4.4 SUBMITTALS

4.4.4.1 BIDDER EXPERIENCE - DATA SHEETS

The bidder must provide all of the information requested in the Bidder's Data Packet located on the Advertised Solicitation, Current Bid Opportunities webpage:
<http://www.state.nj.us/treasury/purchase/bid/summary/09x39895.shtml>.

4.4.4.2 MANUFACTURER'S CATALOG AND PRICE LIST

4.4.4.2.1 The bidder must submit the manufacturer's latest preprinted price list, as of the bid opening date, for each brand/price line item bid, along with any available catalog. In addition, the bidder is encouraged to submit its price list(s) in the form of a CD in PDF or text format. However, the preprinted hard copy paper price list must be included with the bid proposal.

4.4.4.2.2 All catalogs and price lists submitted must be properly labeled, showing the bidder's name and bid number. Manufacturer's list prices included in its catalog are acceptable in lieu of the required price list.

4.4.4.2.3 In the event that two or more bidders submit different price lists for the same brand, the most recent price list will be adopted as the basis for contract award.

4.4.4.2.4 If a manufacturer's price list is not published, then the manufacturer's prices listed on its letterhead and dated with authorized signature are acceptable. It is advised that the manufacturer's letterhead include the bid number.

4.4.4.2.5 If the price list submitted has more than one price list column, it will be the bidder's responsibility to "blank out" all columns except the lowest price column, to which the discount shall be applied to obtain the net purchase price. Bidders shall not change any prices on a manufacturer's price list. The State reserves the right to require bidders bidding the same brand to provide or adopt the manufacturer's latest and uniform price list. Price lists made up by a bidder are not acceptable and will be rejected.

4.4.4.2.6 Any references to price increases, shipping charges, etc. on the price lists will not be considered.

4.4.4.2.7 A bidder's signature guarantees that prices set forth within the submitted price list will govern for the first year term of the contract. Prior to the second year of the contract term, the State will permit contractors to submit any revised price lists to be applicable for the second year term of the contract. Similarly, prior to the third year of the contract term, the State will permit contractors to submit any revised price lists to be applicable for the third year term of the contract. Any revised price list for each brand awarded must be received by the State no later than two months prior to the beginning of the new term. For example, if a contract is established on October 1, 2008, the original price list submitted with the bid proposal will govern until September 30, 2009. Any revised price list that would govern, if approved by the State, from October 1, 2009 through September 30, 2010 must be submitted no later than July 31, 2009. Similarly, any revised price list that would govern, if approved by the State, from October 1, 2010 through September 30, 2011 must be submitted no later than July 31, 2010. Any submission received after the due date will not be accepted and the contractor must continue to accept orders for the next year based on the manufacturer's price list in effect. All requests for a price list revision must be submitted in writing and are subject to the State's approval. The State will permit a submission of any revised price lists no later than two months prior to the end of every year, to be effective the next year, in case of any contract extension, utilizing the same process as outlined previously.

4.4.4.2.8 Excluding any approved price list revisions, all contract terms, conditions, specifications and pricing, including the contract discount, shall remain in effect for the term of the contract and any extension thereof.

4.4.4.2.9 Contractors must provide a copy of the manufacturer's price list in effect to using agencies if so requested.

4.4.4.3 MANUFACTURER'S, DISTRIBUTOR'S AND/OR BIDDER'S CERTIFICATIONS

As specified in Section 4.4.7, the bidder must provide the applicable certification authorizing it to supply the brand of parts bid.

4.4.4.4 COOPERATIVE PURCHASING

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

4.4.5 FINANCIAL CAPABILITY OF THE BIDDER

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

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

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

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

4.4.6 PRICING

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

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

4.4.7 METHOD OF BIDDING

4.4.7.1 Bidders must provide/satisfy the following:

CONTENTS	RFP SECTION REFERENCE	COMMENTS
Signatory Page	4.4.1.1	Signatory page, signed and completed. https://wwwnet1.state.nj.us/Webdocs/Treasury/DPP/eBid/09-X-39895Coversheet.pdf
Standard RFP Forms 4.4.1	4.4.1.2	Ownership Disclosure Form
	4.4.1.3	Disclosure of Investigations and Actions Involving Bidder
	4.4.3.1	MacBride Principles Certification
	4.4.3.2	Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate
https://wwwnet1.state.nj.us/Webdocs/Treasury/DPP/eBid/StandardDocuments.pdf		
Bidder Data Sheet	4.4.4.1	Bidder Data Sheet https://wwwnet1.state.nj.us/Webdocs/Treasury/DPP/eBid/BiddersDataPacket.pdf
Cooperative Purchasing Form	4.4.4.4	Cooperative Purchasing Form https://wwwnet1.state.nj.us/Webdocs/Treasury/DPP/eBid/CooperativePurchase.pdf
Manufacturer's Catalog, Price List and Certification(s)	4.4.4.2 4.4.4.3	Manufacturer's latest pre-printed price list and any catalog and the required certification(s)
https://wwwnet1.state.nj.us/Webdocs/Treasury/DPP/eBid/09-X-39895RFP.pdf		
Price Sheet(s)	4.4.6	Price Sheet(s) https://wwwnet1.state.nj.us/Webdocs/Treasury/DPP/eBid/09-X-39895Pricesheet.pdf
Business Registration	4.4.2.1	Business Registration from Division of Revenue NJ Standard Terms & Conditions: Section 1.1

4.4.7.2 With the exception of category 1 (OEM), all categories of heavy duty vehicle parts include non-OEM parts. Each category of a total of 14 categories includes various brands of parts, as listed in Section 3.3 of the RFP. Each brand (group) is represented by a price line item. Bidders shall bid firm, fixed % discount off manufacturer's latest price list, by entering the percentage discount bid in the "DISCOUNT %" column (fifth column from the left) on each price line on price sheets. A bidder's entry in the "DISCOUNT %" column shall be considered a percentage (%). For example, entry of "50" shall be considered "50%" and that of "0.50" shall be considered "0.50%". If a bidder provides region and price list information but leaves the "DISCOUNT %" column blank on any parts price line, it shall be considered that the bidder provided no bid proposal for that price line item. Multiple or series or range of discounts (including plus and minus discounts), volume discounts, mark-up pricing (+5%, for example) or fixed price (firm dollar amount) on any parts line will not be acceptable. However, bidders are encouraged to offer volume discounts, using a letterhead or like as a supplement to the RFP.

4.4.7.3 Reserved

4.4.7.4 Bidders shall provide the required information on each price line bid, including region served, price list number, price list date and price list type (retail, wholesale or jobber's price list) information.

4.4.7.5 Reserved

4.4.7.6 Each brand/group/price line item in a category shall be awarded separately (see Section 3.3 for the list of brands and categories.) Two awards, one primary and one secondary, shall be made for each price line item. For example, two awards, one primary and one secondary, shall be made for the first price line item (Blue Bird brand in category 1). As shown in Section 3.3, a total of 34 awards shall be made for category 1.

4.4.7.7 On each price line on price sheets, bidders shall enter one of the following region(s) in the "REGION SERVED" field in the "COMMODITY-SERVICE DESCRIPTION" column (second column from the left): North, Central, South, North and Central, Central and South, North and South, or Statewide (all three regions).

4.4.7.8 Bidders providing a bid proposal for OEM parts (category 1) must submit a certification from the manufacturer (OEM) of each brand bid that the bidder is authorized to supply its OEM parts. For example, bidders bidding on price line 8 must provide a certification from International/Navistar that the bidder is authorized to supply International brand OEM parts.

4.4.7.9 Bidders providing a bid proposal for non-OEM parts (category 2 through 14) must submit a certification from the parts manufacturer or distributor of each brand bid that the bidder is authorized to supply its parts bid and that non-OEM parts bid meet or exceed quality of OEM parts and comply with all OEM recommendations for replacement parts. For example, bidders bidding on price line 19 must provide a certification from ACDelco that the bidder is authorized to supply ACDelco brand parts.

4.4.7.10 through 4.4.7.11 Reserved

4.4.7.12 Bidders must submit parts manufacturer's latest price list for the brand bid.

4.4.7.13 Bidders must bid responsively on each price line to be considered for an award. For example, bidders must submit the latest catalog/price list and manufacturer's/distributor's certification for each brand bid.

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

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

4.4.7.15 For a bid proposal to be considered and awarded, the bidder must provide all submittals listed in 4.4.7.1 – Signatory Page, Standard RFP Forms, Bidder Data Sheet, RFP specific information (manufacturer's latest pre-printed price list and any catalog and all required certifications) and Price Sheets – and satisfy the Business Registration requirement.

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

4.4.7.17 IMPORTANT NOTE: Even if a bidder is an incumbent contractor and/or had obtained a Business Registration Certificate from the Division of Revenue previously, the bidder needs to be sure that it is still, indeed, registered at the time of bid opening in order for its bid proposal to be considered responsive. It is strongly suggested that the bidder verifies its Business Registration Certificate status at the following web site: https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp or by contacting the Division of Revenue hotline at 609 292-1730.

4.4.7.18 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.

4.4.7.19 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 NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x39895.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and the NJ Standard Terms and Conditions version 07/27/07, and any Addendum to this RFP, the Addendum shall govern.

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

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of three (3) years. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x39895.shtml>. If delays in the procurement process result in a change to the anticipated contract effective date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of three (3) one-year periods, by the mutual written consent of the contractor and the Director.

5.3 CONTRACT TRANSITION

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

5.4 CONTRACT AMENDMENT

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

5.5 CONTRACTOR'S WARRANTY

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

5.6 ITEMS ORDERED AND DELIVERED

The Using Agencies are authorized to order and the contractors are authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agencies reveal that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or as a basis not to award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the Agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

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

5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

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

5.8 MANUFACTURING/PACKAGING REQUIREMENTS

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

5.8.2 All products shall be manufactured and packaged under modern sanitary conditions in accordance with Federal and State law and standard industry practice.

5.8.3 All products are to be packaged in sizes as specified in this RFP and shall be packaged in such a manner as to ensure delivery in first class condition and properly marked for identification. All shipments must be comprised of original cartons associated with the commercial industry represented by the actual product contained within each carton. Deliveries containing re-used, re-labeled, re-worked or alternate cartons are subject to rejection by the Using Agency at the contractor's expense.

5.9 CLAIMS

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

5.10 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as required by in paragraph 3.19 of the NJ Standard Terms and Conditions version 07/27/07, located on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/09x39895.shtml>, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-State governmental entity of which the State of New Jersey is a member.

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

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

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

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

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

6.0 PROPOSAL EVALUATION

6.1 EVALUATION CRITERIA

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

6.1.1 % discount off list prices for the brand bid.

6.1.2 Experience of the bidder.

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

6.1.4 Delivery schedule bid.

6.1.5 Compliance with the submission requirements, such as price list and manufacturer's/ distributor's certification.

The State reserves the right to reject any or all bid proposals with excessive pricing. No or minimal discount coupled with excessive list prices may result in what the State will deem excessive pricing. The State reserves the right to rebid the term contract, if deemed in the best interest of the State. If deemed in the best interest of the State, bidders bidding excessive pricing may be invited to reconsider their pricing.

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 as noted below, vendor contact with the State is still not permitted.

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

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

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

6.3 BID DISCREPANCIES

In evaluating bids:

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

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

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

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

7.1.1.1 DEFINITIONS

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

a) Contribution – means a contribution reportable as a recipient under “The New Jersey Campaign Contributions and Expenditures Reporting Act.” P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition of a business entity includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse or child, residing in the same household.

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

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

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

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

State's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

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

7.1.1.4 STATE TREASURER REVIEW

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

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

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

7.2 FINAL CONTRACT AWARD

Two awards, one primary and one secondary, shall be made for each region for each of the 187 brands/price line items, with reasonable promptness, by written notice to those responsible bidders, whose bid proposals, conforming to this RFP, are most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

7.3 INSURANCE CERTIFICATES

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

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

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

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

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor,

directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

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

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor cannot resolve a dispute with contract users.



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE
Governor

R. DAVID ROUSSEAU
State Treasurer

SEPTEMBER 3, 2008

BIDDER: _____

To: All Interested Vendors

RE: RFP #: 09-X-39895 (T-2085) - AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB. GVWR)

Bid Due Date: **September 17, 2008** (2:00 p.m.)

ADDENDUM #1

The following constitutes Addendum #1 to the above referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions. **(Page # 2)**

Part 2: Additions, Deletions, Clarifications and Modifications to the RFP. **(Page # 7)**

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

Bidder: _____

PART 1

ANSWERS TO QUESTIONS

**AUTO. PARTS FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB. GVWR)
Bid Number: 09-X-39895 (T-2085)**

#	Page #	RFP Section Ref.	Question	Answer
1.	-	-	Does a vendor have to be on the State contract for parts to bid on this RFP?	No.
2.	22	4.4.4.2	Can a bidder provide pricing on a CD only -- without preprinted hard copy paper price list?	If the manufacturer offers a preprinted price list, the bidder must provide that with its bid proposal. However, if the manufacturer only offers its price list on CD, the State will accept it, provided that the bidder submits <u>the manufacturer's certification</u> that it does not make available any preprinted price list and that it is only available on CD.
3.	22	4.4.4.2	Can a bidder combine all manufacturers' price lists on a single CD?	No, bidders must provide a separate CD for each price list.
4.	26	4.4.7.8 4.4.7.9	Can a website listing of a distributor count as manufacturer certification for selling the product line?	No. In accordance with Sections 4.4.7.8 and 4.4.7.9, bidders must submit a certification from the manufacturer of each brand bid that the bidder is authorized to supply its parts.
5.	23	4.4.5	Is the inclusion of two years of financials mandatory or optional?	The financial statement requirement is not mandatory. However, in accordance with Section 4.4.5, the State may require bidders to submit this information at a later date.
6.	22 25	4.4.4.2 4.4.7.2	What does a vendor do if a manufacturer only has a cost sheet? What do you submit?	The State will accept the manufacturer's invoice price list (cost sheet), <u>with a certification from the manufacturer</u> that no retail price list is available. In such instance, the bidder will bid % mark-up on invoice prices (costs) in the fifth column from left ("DISCOUNT %") on each price line, and indicate in the "PRICE LIST TYPE" field on each price line that it is providing a invoice price (cost) list.

#	Page #	RFP Section Ref.	Question	Answer
7.	22	4.4.4.2	Can a bidder price the individual truck parts lines at cost plus from the Ford Commercial Truck parts pricing CD?	No, bidders must submit manufacturer's retail prices on CD, if preprinted price list is not available.
8.	22	4.4.4.2.4	If the manufacturer does not publish a "suggested list price" sheet, how should we bid it?	In accordance with Section 4.4.4.2.4, "If a manufacturer's price list is not published, then the manufacturer's prices listed on its letterhead and dated with authorized signature are acceptable. It is advised that the manufacturer's letterhead include the bid number."
9.	4	1.1	We have been awarded this bid for Parker Hannifin parts in the past. But we have never received one order!!! How do we actually get business? Who buys from this contract?	About 2,800+ State, quasi-State and local agencies, as described in Section 1.1, will be able to utilize contracts resulting from this RFP. However, there is always a marginal possibility that a contractor may not get any business if none of these using agencies require any contracted brand parts.
10.	12-19	3.3	Can we add Arvin/Meritor, Gabriel Shock absorbers, TRW, Automann and Parker Hannifin?	Arvin/Meritor is already listed under Category 2 (price line 21, page 12). Similarly, TRW is listed under Category 6 (price line 100, page 15) and Parker under Category 2 (price line 44, page 13). The list of 187 brands that the RFP includes is compiled based on feedback provided by major using agencies. Including a brand name that agencies do not use will only create a contract with no business transaction.
11.	15	3.3	There isn't any separate listing for truck and trailer springs, as was the case the last bidding cycle.	This RFP reflects a major restructuring of all previous RFPs, in response to feedback provided by user community to simplify contract administration. Category 6 of the RFP (price lines 92 - 100, page 15) includes truck, bus and trailer suspension.
12.	-	-	Why were bidders not allowed more time to respond?	To ensure contract continuity (current contracts are expiring on 11/30/08), it was necessary to schedule the bid opening on 09/10/08. However, addendum # 2 will revise the bid opening date to 09/17/08, thereby providing one more week to bidders. It is noteworthy that addendum # 2 also revises the eQ&A cut-off date to 09/02/08.

#	Page #	RFP Section Ref.	Question	Answer
13.	11	3.2.1	Can a bidder bid for a selected county or two?	No, Section 3.2.1 requires a bidder to bid for the entire region or regions.
14.	15	3.3	Price Line 87, Category 5 (page 15), Section 3.3 of the RFP lists Performance brand. Is that Performance Friction of Clover, South Carolina?	Yes.
15.	-	-	We represent two companies. We would like to see both recognized and named upon any award. What's the proper bidding procedure?	Both vendors should bid, following all RFP instructions carefully and thoroughly. http://www.state.nj.us/treasury/purchase/doingbusiness.shtml provides further guidance.
16.	-	-	We have three stores in the State one in Flanders, Toms River and Pennsauken. Should we do three bids or do we list them all on one bid?	It will be the bidder's decision. It is possible to have a parent company bid and, if awarded, have three stores administer the contract, in which case, orders and payments will be received by the parent company -- the bidder. Or, alternatively, each store can bid individually, in which case, each store will administer, if awarded, its separate contract and receive orders and payments individually.
17.	23	4.4.4.2.7	How do we handle price increases, which are now happening frequently due to volatile raw material prices?	For bid submission purposes, in accordance with Section 4.4.4.2.1, bidders must submit the manufacturer's latest price list, as of the bid opening date. After award, contractors will be permitted to adopt the manufacturer's most recent price list available at the time of ordering, provided that the manufacturer certifies the authenticity of the price list. At the time of ordering, contractors must provide the manufacturer's contact name, phone number and e-mail address information along with its price quotation and/or invoice, for using agencies to verify the list price. Failure to comply with this requirement shall constitute a serious contract violation, subject to a contract termination for cause in accordance with Section 3.5(b) of the Standard Terms and Conditions of the RFP.

#	Page #	RFP Section Ref.	Question	Answer
18.	10	3.1.1	Can we bid another brand which is not currently listed in the RFP?	No.
19.	22	4.4.4.2.5	We are bidding on starters, alternators and solenoids from certain warehouse distributors. We have complete price list on all electrical parts including but not limited to what we are bidding on. Can we submit the individual pages from the price list that include the items we are bidding on and omit the pages not applicable to our bid or must we submit the whole price list?	Bidders must provide all parts offered by the manufacturer under the brand bid, as applicable to the category under which the brand bid is listed. This will require the bidders to provide the entire price list for the brand bid. In accordance with Section 4.4.4.2.5, "Price lists made up by a bidder are not acceptable and will be rejected." Bidders are reminded that only bid proposals for the brands listed in the RFP are acceptable.
20.		Bidder's Data Packet	It is not clear what information is required in the field titled "Identify accounts serviced:" in Bidders Data Packet form. Are you requesting a list of the companies that the business has provided service to?	What is required is a list of the companies that the contact person has serviced.
21.	22 25	4.4.4.2 4.4.7.1	Do we have to submit a catalog for each item bid at the time of bidding, or upon request after the bid is open and awarded?	In accordance with Section 4.4.4.2 and 4.4.7.1, catalogs/price lists for each brand bid must be submitted with the bid proposal.
22.	22	4.4.4.2.1	If a manufacturer does not offer a published price list, but has one that can be e-mailed/ downloaded and printed with its letterhead, is it acceptable as a bid submission? If so, who needs to certify it?	Yes, provided that the manufacturer certifies that it does not make the price list available in preprinted, CD or like format. The manufacture must certify the authenticity of the downloaded and printed (computer-generated) price list. The manufacturer may choose to combine all its certifications, including authorizing the bidder to supply its parts and authenticity and format of the price list, in one certification.
23.	-	-	Do all of the price sheets (113) have to be submitted, or only those which we want to bid on?	Only those price sheets which include the brands bid are required to be duly completed and submitted.

#	Page #	RFP Section Ref.	Question	Answer
24.	22	4.4.4.2	Due to the volatile nature of certain raw materials, there are a few manufacturers who have made price lists unavailable in any form. As a distributor for these manufacturers, we are required to call for current pricing when ever a part is to be purchased. How should a bidder proceed when a parts price list is not available?	Due to the ever changing times, specifically market volatility, this RFP has been made more flexible than ever before, to ensure fairness and promote competition, which fact is illustrated in the State's acceptance of retail price list in CD or like format and even the acceptance of invoice price list (cost sheet). But submission of a price list remains a core requirement. Failure to submit a price list will render the bid proposal non-responsive for the affected brand bid.
25.	12-19	3.3	Price line item 111 brand Leece-Neville and item 115 brand Prestolite are both represented by the same manufacturer. Do we bid on both or would the State combine both lines as one?	Bidders should bid on both price lines.
26.	26	4.4.7.9	An OEM dealer who sells brands listed in Category 2-14 (non-OEM) but the parts come from the OEM suppliers (Bendix, Delco, etc) would you need a separate certificate for each brand?	Yes, if non-OEM parts are supplied through non-OEM network.
27.	22	4.4.4.2.5	What happens when a CD-ROM price list has more than one column of prices and one cannot blank out columns? How can you lock into a discount? The discount will be different between the two columns.	In accordance with Section 4.4.4.2.5, the discount bid will be applied to the lowest price column in order to obtain the net purchase price.
28.	15	3.3	Can we add Dayton brand in Category 6 (Suspension)?	Category 6 already includes TRW brand (price line item # 100), which listing is considered as Dayton/TRW brand, due to their merger. Bidders can bid Dayton/TRW brand suspension parts using price line item # 100.

#	Page #	RFP Section Ref.	Question	Answer
29.	22	4.4.4.2.5	By the inclusion of NAPA, will you accept any auto parts stores price sheets with their company heading? If not, why is NAPA included on your list? The acceptance of price sheets with NAPA on them is the same as providing price sheets with my company name on them. Will you allow my company's price sheets or will you remove NAPA from the list?	The list of 187 brands that the RFP includes is compiled based on feedback provided by major using agencies. "Price lists made up by a bidder are not acceptable and will be rejected."
30.	21	4.4.1	When submitting the bid, do you want copies of everything that is downloaded or only the forms that are needed to be completed and the price sheets? Or is it necessary to send 2 copies of all the downloaded information?	The Bid Package should Include 2 copies of all forms as requested in accordance with Section 4.4.1 as follows: Signatory Page, Addendum 01, 02 & 03, Standard RFP text, Ownership Disclosure Forms, Affirmative Action Forms, Bidder's Data Packet, Cooperative Purchasing Form, Price Sheets (only those price sheets which include the brands bid are required to be submitted) and Manufacturer's Certifications.
31.	2	Addendum #2	I can supply a CD but I do not know the time frame. Can this bid be extended past 9/17?	Pursuant to Addendum #02 posted on our website August 28, 2008, (Addendum # 2 - Revised Bid Opening Date & Additional Bid Information) the Bid Submission Due Date was revised from 09/10/08 to 09/17/08 and remains in effect.
32.	22	4.4.4.2.1	Do we need manufacturers' certifications for each brand that we bid even though they are all through our OEM pricing disc from Ford Commercial Truck Division of Ford or just one certification from Ford stating that we are the OEM for these parts?	Yes. However, the manufacturer may choose to combine all its certifications, including authorizing the bidder to supply its parts and authenticity and format of the price list, in one certification.
33.			Our company sells products under a national name brand. Many of the non-OEM brands specified in categories 2 through 14 are in fact sold under our 'national brand', with only minor differences in packaging. Our part numbers are the same as the brands listed. Pricing levels are the same too. With adequate proof, and the proper manufacturers' certifications, can we bid these non-OEM lines using our in-house price sheets and catalogs?	

#	Page #	RFP Section Ref.	Question	Answer
34.			We are an Isuzu dealer in NJ, but we have a satellite store in PA which is a Nissan (UD) dealer. Can we bid UD parts through them, with ourselves as contract administrator? Both dealerships are owned by the same person and all billing would be done through the NJ store.	Yes.

PART 2

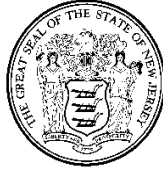
ADDITIONS, DELETIONS, CLARIFICATIONS AND MODIFICATIONS TO THE RFP

**AUTO. PARTS FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB. GVWR)
Bid Number: 09-X-39895 (T-2085)**

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1	8	1.5	Section 1.5 is deleted in its entirety.
2	22	4.4.4.2.6	Section 4.4.4.2.6 is revised to read: "The bidder's signature guarantees that prices set forth within the manufacturer's price lists and/or catalogs will govern until the manufacturer issues a new revised price list. The bidder also acknowledges that, notwithstanding any reference to price escalation clauses, FOB shipping point, and shipping charges contained in the price lists, catalogs, and/or literature, such references will not be part of any State contract awarded as a result of this RFP."
3	19	3.4.1	Line # 8, fifth sentence, of Section 3.4.1 is revised to read, "Using its project requirements, current catalog/price list -- current at the time of ordering -- provided by the contractor and contract discount/mark-up, a contract user shall determine the final purchase price for each contract in a given group." The following is added at the end of Section 3.4.1: "At the time of ordering, contract users must ensure that the contractor has provided the manufacturer's contact name, phone number and e-mail address information along with its price quotation and/or invoice, for list price verification. Contract users are advised to randomly verify the list prices with the manufacturer."
4	22	4.4.4.2.1	Section 4.4.4.2.1 is revised to read: "The bidder must submit the manufacturer's latest, as of the bid opening date, preprinted price list, if available, for each brand/price line item bid, along with any available catalog. In addition, the bidder is encouraged to submit its price list in the form of a CD in PDF or text format. If the manufacturer only offers its price list on CD or through e-mail or web site (computer-generated), the State will accept such format, provided that the bidder submits <u>the manufacturer's certification</u> that it does not make available any preprinted price list and that it is only available in the format submitted. In addition, the manufacturer must certify the authenticity of the information submitted. The manufacturer may choose to combine all its certifications, including authorizing the bidder to supply its parts and authenticity and format of the price list, in one certification. The bidder must submit a separate CD for each brand bid."

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
5	23	4.4.4.2.7	<p>Section 4.4.4.2.7 is deleted in its entirety and replaced by the following: "Bidders must provide all parts offered by the manufacturer under the brand bid, as applicable to the category under which the brand bid is listed. This will require the bidders to provide the entire price list for the brand bid. Bidders are reminded that only bid proposals for the brands listed in the RFP are acceptable."</p>
6	23	4.4.4.2.8	<p>Section 4.4.4.2.8 is revised to read, "Excluding any price list revisions, all contract terms, conditions, specifications and pricing, including the contract discount/mark-up, shall remain in effect for the term of the contract and any extension thereof."</p>
7	22	4.4.4.3	<p>Section 4.4.4.3 is revised to read,</p> <p>"As specified in Sections 4.4.4.2 and 4.4.7, the bidder must provide the following certifications from the manufacturer of the brand bid:</p> <ol style="list-style-type: none"> 1. Certification that the bidder is authorized to supply the brand bid, 2. Certification, If applicable, that a preprinted price list is not available and that it is only available in the format submitted, 3. Certification that the manufacturer's price list submitted is authentic, and 4. Certification, if applicable, that a retail price list is not available and that the only price list available is invoice price list (cost sheet.) <p>The manufacturer's certification must include the contact name, phone number and e-mail address information, for verification purposes. The manufacturer may combine all required certifications in one."</p>
8	25	4.4.7.2	<p>Line # 10, eighth sentence, Section 4.4.7.2 is revised to read, "Multiple or series or range of discounts (including plus and minus discounts), volume discounts, or fixed price (firm dollar amount) on any price line will not be acceptable."</p>
9	25	4.4.7.3	<p>Section 4.4.7.3 is revised to read, "The State will accept the manufacturer's invoice price list (cost sheet), <u>with a certification from the manufacturer</u> that no retail price list is available. In such instance, the bidder will bid % mark-up (by entering +5% or 5% mark-up, for example) on invoice prices (costs) in the fifth column from left ("DISCOUNT %") on each price line, and indicate in the "PRICE LIST TYPE" field on each price line that it is providing a invoice price (cost) list."</p>

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
10	25	4.4.7.4	Section 4.4.7.4 is revised to read, "Bidders shall provide the required information on each price line bid, including region served, price list number, price list date and price list type (retail, wholesale, jobber's, or invoice -- cost sheet -- price list) information."
11	30	6.1.1	Section 6.1.1 is revised to read, "% discount off list prices or % mark-up on invoice prices (cost) for the brand bid."
12	30	6.1.5	The second paragraph of Section 6.1.5 is revised to read, "The State reserves the right to reject any or all bid proposals with excessive pricing. No or minimal discount coupled with excessive list prices or excessive mark-up coupled with excessive invoice prices (cost) may result in what the State will deem excessive pricing. The State reserves the right to rebid the term contract, if deemed in the best interest of the State. If deemed in the best interest of the State, bidders bidding excessive pricing may be invited to reconsider their pricing."



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE
Governor

R. DAVID ROUSSEAU
State Treasurer

AUGUST 28, 2008

BIDDER: _____

To: All Interested Vendors

Re: RFP #: 09-X-39895 (T-2085) - Automotive Parts for Heavy Duty Vehicles (Class 5 or Higher, Over 15,000 lb. GVWR)

Bid Due Date: **September 17, 2008** (2:00 p.m.)

ADDENDUM #2

The following constitutes Addendum #1 to the above referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions. **Not Applicable**

Part 2: Additions, Deletions, Clarifications and Modifications to the RFP. **(Page # 2)**

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

Bidder: _____

PART 1

ANSWERS TO QUESTIONS

**AUTO. PARTS FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB. GVWR)
Bid Number: 09-X-39895 (T-2085)**

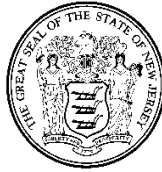
Not Applicable

PART 2

ADDITIONS, DELETIONS, CLARIFICATIONS AND MODIFICATIONS TO THE RFP

**AUTO. PARTS FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB. GVWR)
Bid Number: 09-X-39895 (T-2085)**

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1	Signatory Page	1	The Bid Submission Due Date has been revised from September 10, 2008 to September 17, 2008.
2	1 of 33	-	The Q&A Cut-off Date has been extended to September 2, 2008.



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE
Governor

R. DAVID ROUSSEAU
State Treasurer

SEPTEMBER 4, 2008

BIDDER: _____

To: All Interested Vendors

RE: RFP #: 09-X-39895 (T-2085) - AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB. GVWR)

Bid Due Date: **September 17, 2008** (2:00 p.m.)

ADDENDUM #3

The following constitutes Addendum #3 to the above referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions. **(Page # 2)**

Part 2: Additions, Deletions, Clarifications and Modifications to the RFP. **(Page # 4)**

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

PART 1

ANSWERS TO QUESTIONS

**AUTO. PARTS FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB. GVWR)
Bid Number: 09-X-39895 (T-2085)**

#	Page #	RFP Section Ref.	Question	Answer
1	21 and 25	4.4.1 and 4.4.7	When submitting the bid, do you want copies of everything that is downloaded or only the forms that are needed to be completed and the price sheets? Or is it necessary to send 2 copies of all the downloaded information?	The bid submission must include one complete original bid proposal and one full, complete and exact copy of the original bid proposal. Each set should include all required submittals along with all documents downloaded (and duly completed) from the DPP web site in the following order: Signatory Page, Addendum 03, 02 & 01, Standard RFP text, Ownership Disclosure Form, Affirmative Action Forms, McBride Principles Certification, Disclosure of Investigations and Actions Involving Bidder, Bidder's Data Packet, Cooperative Purchasing Form, Business Registration documentation, Price Sheets (only those price sheets which include the brands bid are required to be submitted) and, for each brand bid, Manufacturer's Certifications, price lists and catalogs.
2	22	4.4.4.2.1	Do we need manufacturers' certifications for each brand that we bid even though they are all through our OEM pricing disc from Ford Commercial Truck Division of Ford or just one certification from Ford stating that we are the OEM for these parts?	Yes. However, you can bid on price line 4 (Ford brand) only with Ford's certification, and, if awarded, provide all parts supplied by Ford. A Ford dealership bidding on price lines 4 and 75 (Allison) must provide Ford and Allison certifications.
3	12-19	3.3	Our company sells products under a national name brand. Many of the non-OEM brands specified in categories 2 through 14 are in fact sold under our national brand, with only minor differences in packaging. Our part numbers are the same as the brands listed. Pricing levels are the same too. With adequate proof, and the proper manufacturers' certifications, can we bid these non-OEM lines	No, your bid proposal for any other brand will be considered non-responsive. However, if your brand is listed in Categories 2 through 14, you can bid for the price line item that lists your brand, by including your price lists and catalogs, along with other requirements. For example, Category 2, price line item 40 is for NAPA brand. NAPA dealer can bid on price line 40 by submitting NAPA price lists, catalogs and NAPA's certification. For a NAPA dealer to bid on any other price line, it must include that brand manufacturer's certification and price lists, along with other requirements. As mentioned in the

#	Page #	RFP Section Ref.	Question	Answer
			using our in-house price sheets and catalogs?	answer to question # 10 in addendum # 1, the RFP only lists those brands that major using agencies need. For the purposes of this RFP, NAPA, which packages and/or sells various parts under its own brand name with its own price lists and catalogs, is considered a brand manufacturer/distributor. A certification duly prepared on NAPA's letterhead will be accepted as a valid manufacturer's certification for price line item 40 (NAPA brand).
4	-	-	We are an Isuzu dealer in NJ, but we have a satellite store in PA which is a Nissan (UD) dealer. Can we bid UD parts through them, with ourselves as contract administrator? Both dealerships are owned by the same person and all billing would be done through the NJ store.	Yes, if the New Jersey store can provide Nissan's certification under its own name. If not, both should bid separately.
5	22	4.4.4.2	GM supplies all pricing information electronically to dealers' computer system. How would its dealers supply the required price lists?	*The State will accept a bid proposal, as a valid bid proposal for the brand bid, from dealers of all such manufacturers, provided that a bid proposal includes a manufacturer's certification that it does not make available its price lists in pre-printed, CD or downloadable/printable format and that it only supplies pricing information electronically to dealers' computer system.

* See PART 2 on the following page.

PART 2

ADDITIONS, DELETIONS, CLARIFICATIONS AND MODIFICATIONS TO THE RFP

**AUTO. PARTS FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB. GVWR)
Bid Number: 09-X-39895 (T-2085)**

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1	22	4.4.4.2	The State will accept a bid proposal, as a valid bid proposal for the brand bid, from dealers of all those manufacturers that only supply all pricing information electronically to their dealers' computer system, provided that a bid proposal includes a manufacturer's certification that it does not make available its price lists in pre-printed, CD or downloadable/printable format.

The bid opening date of September 17, 2008 remains unchanged.

State of New Jersey Standard Terms and Conditions

Applicable to all advertised DPP Procurements unless otherwise indicated

STANDARD TERMS AND CONDITIONS:

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

1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

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

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

- 1.2 ANTI-DISCRIMINATION** - All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.
- 1.3 PREVAILING WAGE ACT** - The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the bidder's signature on the proposal is also his guarantee that he and any subcontractors he might employ to perform the work covered by this proposal will comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.
- 1.3(a) PUBLIC WORKS CONTRACTOR REGISTRATION ACT** - The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractors who bid on or engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464 or <http://www.nj.gov/labor/lss/lspubcon.html>.
- 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.

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- 1.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.
- 1.6 OWNERSHIP DISCLOSURE** - Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.
- 1.7 COMPLIANCE - LAWS** - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.
- 1.8 COMPLIANCE - STATE LAWS** - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.
- 1.9 COMPLIANCE - CODES** - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.

2. LIABILITIES

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

STATE OF NEW JERSEY
Purchase Bureau – Bid Ref. #

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

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

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\$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

State of New Jersey

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Applicable to all advertised DPP Procurements unless otherwise indicated

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

State of New Jersey

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Applicable to all advertised DPP Procurements unless otherwise indicated

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.

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- 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.

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

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

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

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

4. TERMS RELATING TO PRICE QUOTATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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