



## Request for Proposal 15-X-23440

**For:** Maintenance and Repair Services for Heavy Duty Vehicles (Class 5 or Higher, Over 15,000 lb. GVWR) (T-2108)

Event	Date	Time
<b>Bidder's Electronic Question Due Date</b> (Refer to <a href="#">RFP Section 1.3.1</a> for more information.)	9/17/14	5:00 PM
<b>Mandatory Pre-Proposal Conference</b>	NOT APPLICABLE	
<b>Mandatory Site Visit</b>	NOT APPLICABLE	
<b>Proposal Submission Date</b> (Refer to <a href="#">RFP Section 1.3.2</a> for more information.)	10/3/14	2:00 PM

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

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

RFP Issued By

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

Using Agencies

State of New Jersey  
Cooperative Purchasing Members

Date: 8/29/14

Bidder: \_\_\_\_\_

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## **1.0 INFORMATION FOR BIDDERS**

### **1.1 PURPOSE AND INTENT**

This Request for Proposal (RFP) is issued by the Procurement Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the State Agencies, and Cooperative Purchasing Program participants. The purpose of this RFP is to solicit proposals for Maintenance and Repair Services for Heavy Duty Vehicles (Class 5 or Higher, Over 15,000 lb. GVWR).

The intent of this RFP is to award contracts to those responsible bidders whose proposals, conforming to this RFP are most advantageous to the State, price and other factors considered. The State, however, 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 State of NJ Standard 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 this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

The State intends to extend the contracts awarded to the Division'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. In order for the State contract to be extended to cooperative purchasing partners, the bidder must agree to the extension by executing the Cooperative Purchase Form attached to this RFP. Also refer to Section 4.4.6 of this RFP. 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 Maintenance and Repair Services for Heavy Duty Vehicles (Class 5 or Higher, over 15,000 lb. GVWR) T-2108 term contract, presently due to expire on February 28, 2015. 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/t2108\\_09-x-20137.shtml](http://www.state.nj.us/treasury/purchase/noa/contracts/t2108_09-x-20137.shtml).

1.2.2 Repairs/services covered under the following term contracts are excluded from this RFP:

1. Maintenance and Repair Services for Vehicles with 15,000 lb. GVWR or Less (T0126, [http://www.state.nj.us/treasury/purchase/noa/contracts/t0126\\_10-x-20973.shtml](http://www.state.nj.us/treasury/purchase/noa/contracts/t0126_10-x-20973.shtml)).
2. Vehicle Collision Repairs for New Jersey Department of Treasury and State Police Only (T0704, [http://www.state.nj.us/treasury/purchase/noa/contracts/t0704\\_12-x-21941.shtml](http://www.state.nj.us/treasury/purchase/noa/contracts/t0704_12-x-21941.shtml)).
3. Towing and Roadside Services: Motor Vehicles, NJCMP and Various Agencies (T2171, [http://www.state.nj.us/treasury/purchase/noa/contracts/t2171\\_12-x-22504.shtml](http://www.state.nj.us/treasury/purchase/noa/contracts/t2171_12-x-22504.shtml)).

4. Automotive Glass and Windshield Repair (T0084,  
[http://www.state.nj.us/treasury/purchase/noa/contracts/t0084\\_11-x-21591.shtml](http://www.state.nj.us/treasury/purchase/noa/contracts/t0084_11-x-21591.shtml)).
5. Inspection/Testing of Aerial Lift Truck (T1503,  
[http://www.state.nj.us/treasury/purchase/noa/contracts/t1503\\_12-x-22391.shtml](http://www.state.nj.us/treasury/purchase/noa/contracts/t1503_12-x-22391.shtml)).
6. Parts and Repairs for Lawn and Grounds Equipment (T2187,  
[http://www.state.nj.us/treasury/purchase/noa/contracts/t2187\\_10-x-21171.shtml](http://www.state.nj.us/treasury/purchase/noa/contracts/t2187_10-x-21171.shtml)).
7. Parts and Repairs for Road Maintenance Equipment (T2188,  
[http://www.state.nj.us/treasury/purchase/noa/contracts/t2188\\_14-x-23107.shtml](http://www.state.nj.us/treasury/purchase/noa/contracts/t2188_14-x-23107.shtml)).
8. Parts Only for Heavy Duty Trucks and Buses (Over 15,000 lb. GVWR, T2085,  
[http://www.state.nj.us/treasury/purchase/noa/contracts/t2085\\_09-x-39895.shtml](http://www.state.nj.us/treasury/purchase/noa/contracts/t2085_09-x-39895.shtml)).
9. Marine Craft: Boat, Motor Trailer Parts/Repairs/Accessories & Purchases (T0969,  
[http://www.state.nj.us/treasury/purchase/noa/contracts/t0969\\_14-x-23348.shtml](http://www.state.nj.us/treasury/purchase/noa/contracts/t0969_14-x-23348.shtml)).

1.2.3 This convenience term contract is designed to meet the quantitative, expeditious and cost efficient local maintenance and repair services, parts interchangeability, standardization and compatibility requirements of over 2,800 State agencies and cooperative purchasing participants for thousands of heavy duty vehicle maintenance and repair services. This RFP will provide multiple contracts for each OEM or non-OEM group (price line item) of maintenance and repair services 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. It 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.

1.2.4 IMPORTANT NOTE: Bidders are advised to thoroughly review the RFP, as many changes have been made since this was last bid, in September 2008. Bidders should especially note Section 4.4.3.2 requirement to provide **with its proposal** any manufacturer's certification of authorization to provide OEM repair services.

### **1.3 KEY EVENTS**

#### **1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD**

The Division will electronically accept questions and inquiries from all potential Bidders via the web at <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.

**Note: Questions regarding the State of NJ Standard Terms and Conditions and exceptions to mandatory requirements must be posed during this Electronic Question and Answer period and should contain the Bidder's suggested changes.**

A Bidder must not contact the Using Agency directly, in person, by telephone or by e-mail, 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 Division's website after the cut-off date. (See RFP Section 1.4.1 for further information.)

### **1.3.2 SUBMISSION OF PROPOSAL**

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

PROPOSAL RECEIVING ROOM – 9TH FLOOR  
PROCUREMENT 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 Division are available on the web at  
<http://www.state.nj.us/treasury/purchase/directions.shtml>.

Note: Bidders using U.S. Postal Service regular or express mail services should allow additional time since the U.S. Postal Service does not deliver directly to the Procurement Bureau.

Procedural inquiries concerning this RFP may be directed to [RFP.procedures@treas.state.nj.us](mailto:RFP.procedures@treas.state.nj.us). This e-mail address also may be used to submit requests to review proposal 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>.

### **1.3.3 ELECTRONIC BIDDING (EBID)**

This RFP provides to the bidder the opportunity to electronically submit its proposal. A new electronic bidding – “eBid” – application is being made available to vendors to promote an easier, more efficient method to submit proposals.

#### **On-line Electronic Proposal Training Sessions:**

Online electronic proposal training for the eBid process is available on the web at <https://wwwnet1.state.nj.us/treasury/dpp/ebid/>. The bidder is strongly encouraged to utilize the on-line training session before attempting to submit an eBid. It will be the bidder's responsibility to ensure that the eBid has been properly submitted.

### **1.3.4 ELECTRONIC SIGNATURES**

Bidders submitting proposals through the eBid system may sign the following forms electronically by typing the name of the authorized signatory in the “Signature” block as an alternative to downloading, physically signing the form, scanning the form and uploading the form to the eBid system:

- Ownership Disclosure Form;
- Disclosure of Investigations and Other Actions Involving Bidder Form; and

- Disclosure of Investment Activities in Iran Form

This practice applies only to proposals submitted through the eBid system and the forms listed above. Both electronic signatures and scanned physical signatures will be accepted, provided that the forms are otherwise properly completed.

#### **1.4 ADDITIONAL INFORMATION**

##### **1.4.1 ADDENDA: REVISIONS TO THIS RFP**

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

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, THE BIDDER MUST SELECT THE PROPOSAL NUMBER ON THE WEB PAGE AT

<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 Division's "Bidding Opportunities" website on a daily basis from time of RFP issuance through the proposal submission opening.

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

##### **1.4.2 BIDDER RESPONSIBILITY**

The bidder assumes sole responsibility for the complete effort required in submitting a proposal in response to this RFP. No special consideration will be given after 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 proposal in response to this RFP.

##### **1.4.4 CONTENTS OF PROPOSAL**

Your proposal can be released to the public during the protest period established pursuant to N.J.A.C. 17:12-3.3, or under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq., (OPRA) or the common law right to know. As provided in N.J.A.C. 17:12-1.2(b):

Subsequent to the proposal submission opening, all information submitted by bidders in response to a solicitation is considered public information, notwithstanding any disclaimers to the contrary submitted by a bidder, except as may be exempted from public disclosure by OPRA and the common law.

Any proprietary and/or confidential information in your proposal will be redacted by the State. A bidder may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when the bidder has a good faith legal and or factual basis for such assertion. The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the bidder accordingly. The location in the proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal.** In the event of any challenge to the

bidder's assertion of confidentiality with which the State does not concur, the bidder shall be solely responsible for defending its designation.

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.

#### **1.4.5 PROPOSAL SUBMISSION**

On the date and time proposals are due under the RFP, all information concerning the proposals submitted may be publicly announced and those proposals, except for information appropriately designated as proprietary and/or confidential, shall be available for inspection and copying. In those cases where negotiation is contemplated, only the names and addresses of the bidders submitting proposals will be announced and the contents of the proposals shall remain proprietary and/or confidential until the Notice of Intent to Award is issued by the Director.

#### **1.4.6 PRICE ALTERATION IN HARD COPY PROPOSALS**

Proposal 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.

#### **1.4.7 PROPOSAL ERRORS**

In accordance with N.J.A.C. 17:12-2.11, "Proposal Errors," a bidder may withdraw its proposal as described below.

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

If, after the proposal submission opening but before contract award, a bidder discovers an error in its proposal, the bidder may make a written request to the Supervisor of the Proposal Review 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. After the proposal submission opening, while pursuant to the provisions of this section, you may request to withdraw your proposal and the Director may, in her discretion allow you to withdraw it, the Division also may take notice of repeated or unusual requests to withdraw by a bidder and take those prior requests to withdraw into consideration when evaluating the bidder's future bids or proposals.

All proposal withdrawal requests must include the proposal identification number and the final proposal submission date and be sent to the following address:

Department of the Treasury  
Procurement Bureau  
PO Box 230  
33 West State Street – 9<sup>th</sup> Floor  
Trenton, New Jersey 08625-0230  
Attention: Supervisor, Proposal Review Unit



If during a proposal 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 (5) days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its proposal shall be considered withdrawn, and no further consideration shall be given it.

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

#### **1.4.8 JOINT VENTURE**

If a joint venture is submitting a proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's proposal. Authorized signatories from each party comprising the joint venture must sign the proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder form, Disclosure of Investment Activities in Iran form, and Affirmative Action Employee Information Report must be supplied for each party to a joint venture. NOTE: Each party comprising the joint venture must also possess a valid Business Registration Certificate ("BRC") issued by the Department of the Treasury, Division of Revenue prior to the award of a contract. Refer to Section 4.4.2.1 of this RFP.

#### **1.4.9 RECIPROCITY FOR JURISDICTIONAL BIDDER PREFERENCE**

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 its bidders. For states having preference laws, regulations, or practices, New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Purchasing Officials, or the National Institute of Governmental Purchasing to invoke reciprocal actions. The State may obtain additional information as it deems appropriate to supplement the stated survey information.

The bidder may submit information related to preference practices enacted for a local entity outside the State of New Jersey. This information may be submitted in writing as part of the proposal response, including name of the locality having the preference practice, as well as identification of the county and state, and should include a copy of the appropriate documentation, i.e., resolution, regulation, law, notice to bidder, etc. It is the responsibility of the bidder to provide documentation with the proposal or submit it to the Director, Division of Purchase and Property within five (5) working days of the public proposal submission date. Written evidence for a specific procurement that is not provided to the Director within five (5) working days of the public proposal submission date will not be considered in the evaluation of that procurement, but will be retained and considered in the evaluation of subsequent procurements.

#### **1.4.10 PROPOSAL ACCEPTANCES AND REJECTIONS**

N.J.A.C. 17:12-2.7, the Director's right to waive minor irregularities or omissions in a proposal and N.J.A.C. 17:12-2.2 which defines causes for proposal rejection, apply to all proposals. In addition, pursuant to N.J.S.A. 52:34-12, the Director retains the right to reject all proposals if it is in the public interest.

### **2.0 DEFINITIONS**

#### **2.1 GENERAL DEFINITIONS**

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

**Addendum** – Written clarification or revision to this RFP issued by the Division of Purchase and Property.

**Amendment** – An alteration or modification of the terms of a contract between the State and the Contractor(s). An amendment is not effective until it is signed by the Director or Deputy Director, Division of Purchase and Property.

**Bidder** – An individual or business entity submitting a proposal in response to this RFP.

**Contract** – This RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP, as accepted by the State.

**Contractor** – The bidder awarded a contract resulting from this RFP.

**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.

**Evaluation Committee** – A committee established or Division staff member assigned by the Director to review and evaluate proposals submitted in response to this RFP and to recommend a contract award to the Director.

**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, not mandatory.

**Project** – The undertaking or services that are the subject of this RFP.

**Request for Proposal (RFP)** – This document which establishes the bidding and contract requirements and solicits proposals to meet the purchase needs of the using Agencies as identified herein.

**Shall or Must** – Denotes that which is a mandatory requirement. Failure to meet a mandatory material requirement will result in the rejection of a proposal as non-responsive.

**Should** – Denotes that which is recommended, not mandatory.

**Small business** – Pursuant to N.J.A.C. 17:13-1.2, "small business" means a business that meets the requirements and definitions of "small business" and has applied for and been approved by the New Jersey Division of Revenue, Small Business Enterprise Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one of the three following categories: (A) 0 to \$500,000 (Category I); (B) \$500,001 to \$5,000,000 (Category II); and (C) \$5,000,001 to \$12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III).

**State** – State of New Jersey.

**State Contract Manager** – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work, as set forth in Sections 8.1, 8.1.1 and 8.1.2.

**Subcontractor** – An entity having an arrangement with a State contractor, where by the State contractor uses the products and/or services of that entity to fulfill some of its obligations under its State contract, while retaining full responsibility for the performance of all of its [the contractor's] obligations under the contract, including payment to the subcontractor. The subcontractor has no legal relationship with the State, only with the contractor.

**Transaction** - The payment or remuneration to the contractor for services rendered or products provided to the State pursuant to the terms of the contract, including but not limited to the following: purchase orders, invoices, hourly rates, firm fixed price, commission payments, progress payments and contingency payments.

**Using Agency[ies]** – A State department or agency, a quasi-State governmental entity, or a Cooperative Purchasing Program participant, authorized to purchase products and/or services under a contract procured by the Division.

## **2.2 CONTRACT SPECIFIC DEFINITIONS**

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

**Non-State Agency** - Any using agency other than the State 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 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 reprocedured (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-2108, for example. A term contract, if agreeable to the contractor, is extended to all State and non-State agencies.

**Minor Maintenance and Repairs** - Preventive maintenance services, such as lube oil and filter replacement and tire rotation, and repairs, such as windshield wiper repairs, will be considered minor services. Only upon mutual agreement between the ordering agency and the contractor on number of minor service labor hours shall the service work begin.

**Major Maintenance and Repairs** - Preventive maintenance services, such as tune-up and engine/transmission/brake service, and repairs, such as engine and transmission repairs, will be considered major services. Only upon mutual agreement between the ordering agency and the contractor on number of major service labor hours shall the service work begin.

**OEM (Original Equipment Manufacturer) Maintenance and Repairs** - Maintenance and repair services provided by an OEM dealer, routinely, but not necessarily, using OEM parts. All OEM maintenance and repair services in this RFP are covered under Categories 1 and 2 (price lines 1 through 38).

**OEM 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.

**Non-OEM Maintenance and Repairs** – Repairs provided by a non-OEM dealer, routinely, but not necessarily, using non-OEM parts. All non-OEM maintenance and repair services in this RFP are covered under Categories 3 through 16 (price lines 39 through 52).

**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.

**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 maintenance and repairs for all vehicles over 15,000 lb. GVWR -- class 5 (Ford F550 or GMC/Chevrolet/Dodge 5500, for example) or higher.

**Heavy Duty Vehicles** – For the purposes of this RFP, heavy duty vehicles are defined as those over 15,000 lb. GVWR.

**Drivetrain** - All the individual components beyond the engine up to the wheels (e.g., clutch, drive shaft, differential, driven axles, etc.), but not the engine or transmission.

**Powertrain** - An engine and transmission combination.

**Chassis** – The frame, wheels, engine, and mechanical parts of a motor vehicle, to which the body is attached. For the purposes of this RFP, chassis is meant to include all facets of the vehicle including the vehicle's drivetrain and powertrain.

**Aftermarket equipment/Component** - Any equipment/component -- utility body, snow plow, crane, liftgate or other equipment/component -- installed on the vehicle chassis by manufacturer or installer other than the chassis manufacturer.

**Service** - Any preventive maintenance and/or repair work specified in this RFP. The repair service will include replacement, adjustment and/or overhaul of minor and major components of heavy duty vehicles covered under this RFP.

### **3.0 COMMODITY DESCRIPTION/SCOPE OF WORK**

#### **3.1 MINOR/MAJOR OEM/ NON-OEM SERVICE METHODOLOGY**

3.1.1 This RFP covers all minor and major OEM and non-OEM maintenance and repairs, represented by 16 categories and 52 price lines (see Section 3.3), in three regions -- North, Central and South.

3.1.2 OEM maintenance and repairs are covered under Categories 1 (minor) and 2 (major) and non-OEM Categories 3 through 16 -- Categories 3 (minor) and 4 (major) for chassis maintenance, Categories 5 (minor) and 6 (major) for chassis repairs and Categories 7 through 16 for aftermarket equipment/component repairs.

3.1.3 Four awards shall be made for each OEM group/price line item (1 through 38) for each region. Ten awards shall be made for each non-OEM group/price line item (39 through 52) for

each region. Price line item 53 will be awarded to all those who are awarded any of price line items 1 through 52.

3.1.4 The last price line (price line number 53) is for agency use only, and shall only be utilized for net pricing of pre-authorized parts installed in a repair for any of the 16 categories of equipment. This term contract shall not be used for any parts only purchase. Rebuilt or re-manufactured parts may be used with a prior approval from the ordering agency.

**3.1.5 Warranty:**

Maintenance and repair services 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 part replacement and repairs. Any faulty part must be replaced by the contractor at no additional cost. At the time of ordering, the contractor shall provide warranty for the services to be performed. Upon completion of the ordered services, the contractor shall provide proper documentation specifying the warranty of the services performed and any warranty forms.

3.1.6 Bidders must have a full service repair facility with at least two repair bays.

3.1.7 Bidders must have their maintenance/repair facility in compliance with all latest applicable Federal, State and local requirements, must be licensed to operate and perform the maintenance and repair services specified in this RFP, and must possess all tools, equipment and personnel necessary to satisfactorily provide all maintenance and repair services specified in this RFP.

3.1.8 All service work must be completed within the time period bid on item # 15 of the Signatory Page from the time a vehicle is delivered for service. Unless specified otherwise, the ordering agency will inspect, on-site, all services performed before it picks up the serviced vehicle.

3.1.9 Unless instructed otherwise by the ordering agency, all parts that are removed in the maintenance/repair of a vehicle must be returned to the ordering agency upon completion of the ordered service work. Failure to do so may delay approval of invoices for payment.

3.1.10 Upon completion of the ordered service work, the contractor shall make arrangements for an on-site inspection by the ordering agency. If the ordering agency is not satisfied with the repair work, the contractor shall proceed with any corrective services. All corrective services shall be performed at no additional cost to the ordering agency. The ordering agency will return the vehicle to the contractor for further corrective services if the ordered services are not properly performed.

3.1.11 Only after diagnostic services are performed, written quotation is submitted to the ordering agency and a written authorization is secured from the ordering agency, shall the contractor begin the service work. Any repair services and/or parts that the contractor deems necessary, beyond the original repair request, must first be approved in writing by the ordering agency.

3.1.12 Contractors shall be responsible for compliance with all Federal, State and local standards and regulations. No additional charges will be accepted for the proper disposal of any used parts or fluids, such as motor oil or antifreeze.

3.1.13 Contractors shall not charge for any diagnostic services, unless the ordering agency chooses not to have the vehicle repaired at the contractor's facility where the diagnostic services were performed.

**3.1.14 Payment:**

Invoices will be processed for payment only after final acceptance of the services performed. Unless specified otherwise by the ordering agency, contractors must attach an invoice for all services performed along with a separate invoice from their parts suppliers clearly indicating the price paid for all parts used in the services performed. All parts must be billed at cost, with no additional mark-up. Partial payments may be made, 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.

3.1.15 All complaints filed by the agency, through the Procurement Bureau's "Formal Complaint Report" (Form PB-36), will be thoroughly investigated by 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 proposals submitted, and may be shared with other government entities.

3.1.16 The State reserves the right to have the CCAU audit any contractor's records of billing and payments. Failure to comply with any contract requirement may lead to a contract termination for cause under Section 5.7(b) of the Standard Terms and Conditions and may be used in consideration of any future proposals.

### **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 proposal for a part of a region - for a county or counties that do not cover the entire region - shall be rejected.

<b><u>Region</u></b>	<b><u>Counties</u></b>
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 a brand manufacturer's (OEM) and/or aftermarket equipment/component 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 - PREVENTIVE MAINTENANCE AND REPAIR SERVICES FOR HEAVY DUTY VEHICLES - follows on the next page.)**

### **3.3 BRANDS AND CATEGORIES – PREVENTIVE MAINTENANCE AND REPAIR SERVICES FOR HEAVY DUTY VEHICLES**

<b><u>BRAND/DESCRIPTION</u></b>	<b><u>GROUP/PRICE LINE NUMBER</u></b>	<b><u>NUMBER OF AWARDS PER REGION</u></b>
<b><u>CATEGORY 1: OEM Repairs and Preventive Maintenance: Minor (GROUP/PRICE LINES 1 – 19)</u></b>		
Blue Bird	1	4
Chevrolet	2	4
Collins	3	4
Ford	4	4
Freightliner	5	4
General Motors	6	4
Hino	7	4
IC Corporation	8	4
International	9	4
Isuzu	10	4
Kenworth	11	4
Mack	12	4
Startrans	13	4
Sterling	14	4
Supreme	15	4
Thomas	16	4
UD (Nissan)	17	4
Volvo	18	4
Wolfington	19	4
CATEGORY 1 OEM PM: Minor	TOTAL	<b>76</b>
<b><u>CATEGORY 2: OEM Repairs and Preventive Maintenance: Major (GROUP/PRICE LINES 20 – 38)</u></b>		
Blue Bird	20	4
Chevrolet	21	4
Collins	22	4
Ford	23	4
Freightliner	24	4
General Motors	25	4
Hino	26	4

<u>BRAND/DESCRIPTION</u>	<u>GROUP/PRICE LINE NUMBER</u>	<u>NUMBER OF AWARDS PER REGION</u>
IC Corporation	27	4
International	28	4
Isuzu	29	4
Kenworth	30	4
Mack	31	4
Startrans	32	4
Sterling	33	4
Supreme	34	4
Thomas	35	4
UD (Nissan)	36	4
Volvo	37	4
Wolffington	38	4
CATEGORY 2: OEM PM: Major TOTAL		76
<b><u>CATEGORY 3: Non-OEM Chassis Preventive Maintenance: Minor</u></b> <b><u>(GROUP/PRICE LINE: 39)</u></b>		
CATEGORY 3: Non-OEM Chassis PM: Minor TOTAL		10
<b><u>CATEGORY 4: Non-OEM Chassis Preventive Maintenance: Major</u></b> <b><u>(GROUP/PRICE LINE: 40)</u></b>		
CATEGORY 4: Non-OEM Chassis PM: Major TOTAL		10
<b><u>CATEGORY 5: Non-OEM Chassis Repairs: Minor</u></b> <b><u>(GROUP/PRICE LINE: 41)</u></b>		
CATEGORY 5: Non-OEM Chassis Repairs: Minor TOTAL		10
<b><u>CATEGORY 6: Non-OEM Chassis Repairs: Major</u></b> <b><u>(GROUP/PRICE LINE: 42)</u></b>		
CATEGORY 6: Non-OEM Chassis Repairs: Major TOTAL		10
<b><u>CATEGORY 7: Non-OEM Repairs: Refrigeration Units</u></b> <b><u>(GROUP/PRICE LINE: 43)</u></b>		
CATEGORY 7: Non-OEM Repairs: Refrigeration Units TOTAL		10
<b><u>CATEGORY 8: Non-OEM Repairs: Hoist &amp; Cranes</u></b> <b><u>(GROUP/PRICE LINE: 44)</u></b>		
CATEGORY 8: Non-OEM Repairs: Hoist & Cranes TOTAL		10
<b><u>CATEGORY 9: Non-OEM Repairs: Lift Gates</u></b> <b><u>(GROUP/PRICE LINE: 45)</u></b>		
CATEGORY 9: Non-OEM Repairs: Lift Gates TOTAL		10



<u>BRAND/DESCRIPTION</u>	<u>GROUP/PRICE LINE NUMBER</u>	<u>NUMBER OF AWARDS PER REGION</u>
<b><u>CATEGORY 10: Non-OEM Repairs: Wheelchair Lifts</u></b> <b><u>(GROUP/PRICE LINE: 46)</u></b>		
CATEGORY 10: Non-OEM Repairs: Wheelchair Lifts	TOTAL	10
<b><u>CATEGORY 11: Non-OEM Repairs: Hydraulic Systems &amp; PTO's</u></b> <b><u>(GROUP/PRICE LINE: 47)</u></b>		
CAT. 11: Non-OEM Repairs: Hydraulic Systems & PTO's	TOTAL	10
<b><u>CATEGORY 12: Non-OEM Repairs: Snow Plows &amp; Spreaders</u></b> <b><u>(GROUP/PRICE LINE: 48)</u></b>		
CAT. 12: Non-OEM Repairs: Snow Plows & Spreaders	TOTAL	10
<b><u>CATEGORY 13: Non-OEM Repairs: Winches</u></b> <b><u>(GROUP/PRICE LINE: 49)</u></b>		
CATEGORY 13: Non-OEM Repairs: Winches	TOTAL	10
<b><u>CATEGORY 14: Non-OEM Repairs: Seats</u></b> <b><u>(GROUP/PRICE LINE: 50)</u></b>		
CATEGORY 14: Non-OEM Repairs: Seats	TOTAL	10
<b><u>CATEGORY 15: Non-OEM Repairs: Truck Bodies &amp; Trailers</u></b> <b><u>(GROUP/PRICE LINE: 51)</u></b>		
CAT. 15: Non-OEM Repairs: Truck Bodies & Trailers	TOTAL	10
<b><u>CATEGORY 16: Non-OEM Repairs: Gauges</u></b> <b><u>(GROUP/PRICE LINE: 52)</u></b>		
CATEGORY 16: Non-OEM Repairs: Gauges	TOTAL	10
<b><u>(GROUP/PRICE LINE: 53)</u></b>		
<b><u>FOR AGENCY USE ONLY</u></b>		
Net price line for parts installed in a repair/service provided by a contractor. <b>Note: Bidders shall not bid on this price line.</b>		

### **3.4 CONTRACT IMPLEMENTATION (ORDERING PROCESS)**

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, price quotation provided by the contractor (number of labor hours times contract hourly rate added to parts cost), a contract user shall review and verify the final purchase price for each contract. All contracts must be considered. The contract user must select a contract and place its order 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.

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 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 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 PROPOSAL PREPARATION AND SUBMISSION**

### **4.1 GENERAL**

Proposals including supplemental terms and conditions may be accepted, but supplemental terms or conditions that conflict with those contained in this RFP or the State's NJ Standard Terms and Conditions ("RFP/SSTC"), as may be amended by addenda, or that diminish the State's rights under any contract resulting from the RFP will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. In the event that prior to notice of intent to award, the Division notifies the Bidder of any such term or condition and the conflict it poses, the Division may require the Bidder to either withdraw it or withdraw its proposal. After award of contract:

- a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP/SSTC, the term or condition of the RFP/SSTC will prevail; and
- b) if the result of the application of a supplemental term or condition included in the proposal would diminish the State's rights, the supplemental term or condition will be considered null and void.

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 proposal.

Use of URLs in a proposal should be kept to a minimum and may not be used to satisfy any material term of an RFP. If a preprinted or other document included as part of the proposal contains a URL, a printed (or if a proposal is submitted electronically, electronic) copy of the URL page shall be provided and will be considered as part of the proposal. Additional URLs on the copy of the URL page shall not be considered as part of the proposal unless a copy of those URL pages are also provided.

**The forms discussed herein and required for submission of a proposal in response to this RFP are available on the web at**  
**<http://www.state.nj.us/treasury/purchase/bid/summary/15X23440.shtml>**  
**unless noted otherwise.**

### **4.2 PROPOSAL DELIVERY AND IDENTIFICATION**

In order to be considered, a proposal must arrive at the Division in accordance with the instructions on the RFP signatory page accompanying this RFP. Bidders are cautioned to allow

adequate delivery time to ensure timely delivery of proposals. **State regulation mandates that late proposals are ineligible for consideration. THE EXTERIOR OF ALL PROPOSAL PACKAGES ARE TO BE LABELED WITH THE PROPOSAL IDENTIFICATION NUMBER AND THE FINAL PROPOSAL SUBMISSION DATE OR RISK NOT BEING RECEIVED IN TIME.**

#### **4.3 EBID VS. NON-EBID SUBMISSION INSTRUCTION**

##### **4.3.1 EBID SUBMISSION OF PROPOSAL**

If the bidder is submitting an eBid proposal, hard copy submission is not required. Instructions detailing how to enroll in and submit an eBid are available on the web at <https://wwwnet1.state.nj.us/treasury/dpp/ebid/>. If the bidder submits both an eBid and a hard copy of the bidder's proposal, the eBid proposal will prevail in the event of a discrepancy between the electronic and paper versions.

When submitting an eBid, do not use any symbols (i.e., #, @, \$, &, \*) in the filename.

##### **4.3.2 NON-EBID SUBMISSION**

The bidder must submit the following proposal copies:

**One (1) complete ORIGINAL proposal**, clearly marked as the "ORIGINAL" proposal.

**One (1) complete and exact copy**, clearly marked "COPY".

Copies are necessary in the evaluation of the proposal and for record retention purposes. A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. The bidder should make and retain a copy of its proposal.

#### **4.4 PROPOSAL CONTENT**

##### **4.4.1 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED WITH PROPOSAL**

###### **4.4.1.1 SIGNATORY PAGE**

The bidder shall complete, including signature of an authorized representative of the bidder, and submit the Signatory Page accompanying this RFP. 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 proposal.

**Note: A bidder's written signature on the Signatory Page, or entry of a Personal Identification Number (PIN) if using the eBid system, shall not serve as a certifying signature on the forms comprising the NJ STANDARD RFP FORMS document. (See 4.4.1.2)**

###### **4.4.1.1.1 MACBRIDE PRINCIPLES CERTIFICATION**

The bidder must certify pursuant to N.J.S.A. 52:34-12.2 that it is in compliance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles. Please refer to Section 2.5 of the State of NJ Standard Terms and Conditions and N.J.S.A. 52:34-12.2 for additional information about the MacBride principles.

By signing the RFP Signatory Page, or by entering its PIN if submitting an eBid proposal, the bidder/offeror is automatically certifying that either:

- a. The bidder has no operations in Northern Ireland; or
- b. The bidder has business operations in Northern Ireland and is committed to compliance with the MacBride principles.

A bidder/offeror electing not to certify to the MacBride Principles must nonetheless sign the RFP Signatory Page AND must include, as part of its proposal, a statement indicating its refusal to comply with the provisions of this Act.

#### **4.4.1.1.2 NO SUBCONTRACTOR CERTIFICATION**

For a proposal that does NOT include the use of any subcontractors, by signing the RFP Signatory Page, or by entering a PIN if submitting an eBid proposal, the bidder is *automatically* certifying that:

1. In the event the award is granted to bidder's firm and the bidder later determines at any time during the term of the contract to engage subcontractors to provide certain goods and/or services, pursuant to Section 5.8 of the State of NJ Standard Terms and Conditions, the bidder will submit a Subcontractor Utilization Plan form for approval to the Division of Purchase and Property in advance of any such engagement of subcontractors.
2. If the contract is a small business subcontracting set-aside, the bidder certifies that in engaging subcontractors, it will make a good faith effort to achieve the subcontracting set-aside goals, and will attach to the Subcontractor Utilization Plan documentation of such efforts in accordance with N.J.A.C. 17:13-4 et seq.

#### **4.4.1.1.3 NON-COLLUSION**

By submitting a proposal, the bidder certifies as follows:

- a. The price(s) and amount of its proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- b. Neither the price(s) nor the amount of its proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before proposal submission.
- c. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- d. The proposal of the firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- e. The bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

#### **4.4.1.1.4 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION**

The Treasurer has established a business ethics guide to be followed by State contractors in their dealings with the State. The guide provides further information about compliance with Section 2.8 of the State of New Jersey Standard Terms and Conditions. The guide can be found at: [http://www.state.nj.us/treasury/purchase/ethics\\_guide.shtml](http://www.state.nj.us/treasury/purchase/ethics_guide.shtml)

By signing the RFP signatory page, or by entering a pin if submitting an e-bid proposal, the bidder is automatically certifying that it has read the guide, understands its provisions and is in compliance with its provisions.

#### **4.4.1.2 NJ STANDARD RFP FORMS**

One of the downloadable RFP documents is titled NJ STANDARD RFP FORMS. It is comprised of three separate forms, two of which (Ownership Disclosure and Disclosure of Investment Activities in Iran) discussed below, must be completed, signed and submitted with the bidder's proposal. **The bidder is cautioned that failure to complete, sign and submit either of these two forms will be cause to reject its proposal as non-responsive as noted below.** If the bidder submits a hard copy proposal, each of the two forms must be physically signed.

If the bidder is submitting an electronic proposal through the Division's eBid system, there are only two acceptable forms of signature for the two forms:

1. The bidder may download the document, physically complete and sign each form, scan the completed document and then upload it, or
2. The bidder may download the document, type the name of the signatory in the space designated for certification signature in each of the forms and then upload the document.

**Note: A bidder's entry of a Personal Identification Number (PIN) shall not suffice as a certifying signature on the forms comprising the NJ STANDARD RFP FORMS document.**

##### **4.4.1.2.1 OWNERSHIP DISCLOSURE FORM**

Pursuant to N.J.S.A. 52:25-24.2, in the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete and sign the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the submitted proposal. A bidder's failure to submit the completed and signed form with its proposal will result in the rejection of the proposal as non-responsive and preclude the award of a contract to said bidder unless the Division has on file a signed and accurate Ownership Disclosure Form dated and received no more than six months prior to the proposal submission deadline for this procurement. If any ownership change has occurred within the last six months, a new Ownership Disclosure Form must be completed, signed and submitted with the proposal.

##### **4.4.1.2.2 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**

Pursuant to N.J.S.A. 52:32-58, the bidder must utilize this Disclosure of Investment Activities in Iran form to certify that neither the bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the bidder, nor one of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the bidder is unable to so certify, the bidder shall provide a detailed and precise description of such activities as directed on the form. A bidder's failure to submit the completed and signed form with its proposal will result in the rejection of the proposal as non-responsive and preclude the award of a contract to said bidder.

#### **4.4.1.3 AND 4.4.1.4 – RESERVED.**

**4.4.1.5 BID SECURITY**

Not applicable to this procurement.

**4.4.1.6 PRICING**

The bidder must submit its pricing on the State supplied Price Sheet/Schedule and supply any additional pricing information as directed in RFP Section 4.4.5.

**4.4.2 FORMS REQUIRED BEFORE CONTRACT AWARD AND THAT SHOULD BE SUBMITTED WITH THE PROPOSAL****4.4.2.1 BUSINESS REGISTRATION**

In accordance with N.J.S.A. 52:32-44(b), a bidder and its named subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue prior to the award of a contract. To facilitate the proposal evaluation and contract award process, the bidder should submit a copy of its valid BRC and those of any named subcontractors with its proposal. Refer to Section 2.1 of the State of NJ Standard Terms and Conditions.

Any bidder, inclusive of any named subcontractors, who does not have a valid business registration at the time of the proposal submission opening or whose BRC was revoked prior to the submission of the proposal should proceed immediately to register its business or seek re-instatement of a revoked BRC. Bidders are cautioned that it may require a significant amount of time to secure the re-instatement of a revoked BRC. The process can require actions by both the Division of Revenue and the Division of Taxation. For this reason, a bidder's early attention to this requirement is highly recommended. The bidder and its named subcontractors may register with the Division of Revenue, obtain a copy of an existing BRC or obtain information necessary to seek re-instatement of a revoked BRC online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

**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 proposal opening in order for its 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](https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp) or by contacting the Division of Revenue hotline at 609 292-1730.

A bidder otherwise identified by the Division as a responsive and responsible bidder, inclusive of any named subcontractors, but that was not business registered at the time of submission of its proposal must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the Division. A bidder who fails to comply with this requirement by the deadline specified by the Division will be deemed ineligible for contract award. Under any circumstance, the Division will rely upon information available from computerized systems maintained by the State as a basis to verify independently compliance with the requirement for business registration.

A bidder receiving a contract award as a result of this procurement and any subcontractors named by that bidder will be required to maintain a valid business registration with the Division of Revenue for the duration of the executed contract, inclusive of any contract extensions.

**4.4.2.2 DISCLOSURE OF INVESTIGATIONS AND ACTIONS INVOLVING BIDDER FORM**

The bidder should submit the Disclosure of Investigations and Actions Involving Bidder Form, one of the three forms in the downloadable RFP documents titled NJ STANDARD RFP FORMS with

its proposal, to provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) 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. If a bidder does not submit the form with the proposal, the bidder must comply within seven (7) business days of the State's request or the State may deem the proposal non-responsive.

#### **4.4.3 SUBMITTALS**

##### **4.4.3.1 BIDDER EXPERIENCE**

The bidder should complete ALL the information requested on the Bidder Data Sheet Form attached to this RFP so that the State is able to make a sound business judgment regarding the bidder's experience and capability to perform the contract to the State's satisfaction.

The State may require a bidder to provide additional information or documentation within five (5) working days of request by the State.

##### **4.4.3.2 MANUFACTURER'S CERTIFICATION**

As required in 4.4.7, the bidder must submit, with its proposal, the manufacturer's certification authorizing it to service vehicles for the OEM brand bid. A manufacturer's certification that the bidder is authorized to distribute the manufacturer's parts is not sufficient.

The manufacturer's certification should include the contact name, phone number, e-mail address and RFP number, for verification purposes.

##### **4.4.3.3 LABOR GUIDE/MANUAL**

The bidder should indicate the labor guide/manual used for repairs:

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NOTE: The above request is for informational purposes only and will not be used as a factor in the evaluation of proposals.

#### **4.4.4 FINANCIAL CAPABILITY OF THE BIDDER**

Upon request, in order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit certified financial statements which 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 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.

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

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

#### **4.4.5 PRICE SCHEDULE/SHEET**

In order for the State to make sound business judgments regarding products and prices offered in response to this RFP, the bidder must supply, with its proposal, the information requested on the RFP's pricing lines in sufficient detail as to allow the State to determine the firm, fixed proposal pricing and the precise product or service being offered, i.e., with no possible misinterpretation of the price or product/service being offered by the bidder. A bidder's failure to provide, within its proposal, the information deemed by the State to be essential for product identification or price determination will result in rejection of that bidder's proposal. Notwithstanding the aforementioned material obligation, in order to support the State's decision-making process, the State may require a bidder to provide additional information or documentation that has been deemed not to be material to product identification or price determination, in which case, the bidder shall, within the time limit set forth in the written request, comply with said request. Each bidder is required to hold its prices firm through issuance of contract.

##### **4.4.5.1 RESERVED.**

##### **4.4.5.2 C.O.D. TERMS**

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

##### **4.4.5.3 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 proposal.

- a. Discount periods shall be calculated starting from the next business day after the using agency has accepted the goods or services, received a properly signed and executed invoice 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 invoice shall be deemed the date of the State's response to that invoice.

#### **4.4.6 COOPERATIVE PURCHASING**

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

#### **4.4.7 METHOD OF BIDDING**



4.4.7.1 Bidders shall bid firm, fixed hourly rate for repairs in the "HOUR.RATE" column (fifth column from the left), by entering the hourly rate bid in the "HOUR.RATE" column on the specific lines on price sheets. A bidder's entry in "HOUR.RATE" column shall be considered a firm price per hour. For example, entry of "50" shall be considered "\$50 per hour". If a bidder provides region bid information but leaves "HOUR.RATE" column blank on any repairs price line, it shall be considered that the bidder provided no proposal for that price line item. Multiple or series or range of hourly rates or % discount/mark-up on any repairs line will not be accepted.

4.4.7.2 Reserved.

4.4.7.3 Each price line item shall be awarded separately (see Section 3.3 for the list of brands and categories and number of awards.)

4.4.7.4 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).

4.4.7.5 Bidders providing a proposal for OEM maintenance/repairs (categories 1 and 2) must submit, with their proposal, a certification from the manufacturer (OEM) of each brand bid that the bidder is authorized to maintain/repair its brand. For example, bidders bidding on price line 9 must provide a certification from International that the bidder is authorized to service International brand vehicles. A manufacturer's letter stating that a bidder is authorized only to distribute its parts is not acceptable.

4.4.7.6 Price line 53 is for agency use only; bidders shall not bid on this line. It is for net pricing of parts installed in a repair, pre-authorized by the ordering agency.

4.4.7.7 The State reserves the right to inspect the bidder's service facility before making an award.

4.4.7.8 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 proposal to be disqualified for that price line item and the group that the price line item is part of.

4.4.7.8.1 **NOTE:** Bidders are advised to initial prices bid regardless of price alteration, to avoid proposal 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.

4.4.7.9 Reserved.

**4.4.7.10 IMPORTANT NOTE:** Bidders are reminded of the requirement stated in 4.3.2. A bidder failing to provide one (1) complete and exact copy of the original proposal will be charged the cost incurred by the State in producing the requested copy.

4.4.7.11 Reserved.

4.4.7.12 Proposals may be withdrawn, modified, and re-submitted prior to proposal opening. Modifications submitted in any other manner will not be considered. No proposal can be withdrawn after the proposal opening without the State's approval to do so.

## **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, addenda to this RFP, the contractor's proposal, any best and final offer 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 State of NJ Standard Terms and Conditions accompanying this RFP.

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

In the event of a conflict between the provisions of this RFP, including any addendum to this RFP, and the bidder's 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 accompanying this RFP. 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 at the same terms, conditions, and pricing at the rates in effect in the last year of the contract or rates more favorable to the State.

## **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 RESPONSIBILITIES**

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

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

## **5.6 CLAIMS AND REMEDIES**

### **5.6.1 CLAIMS**

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

### **5.6.2 REMEDIES**

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

### **5.6.3 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 of NJ Standard Terms and Conditions, 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 as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

### **5.7 ITEMS ORDERED AND DELIVERED**

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. Refer to Section 6.3.a of the State of NJ Standard Terms and Conditions for additional information.

### **5.8 MANUFACTURING/PACKAGING REQUIREMENTS**

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

All products shall be manufactured and packaged under modern sanitary conditions in accordance with federal and state law and standard industry practice.

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 ELECTRONIC PAYMENTS**

With the award of this contract, the successful vendor(s) will be required to receive their payment(s) electronically. In order to receive your payments via automatic deposit from the State of New Jersey, complete and return the "Credit Authorization Agreement for Automatic Deposits (ACH Credits)" Form with an **original voided check or bank letter**. The form must include ABA number (routing or transit number), bank account number and if the bank account is a checking or savings account. The form and instructions are located on the Office of Management & Budget's website at: <http://www.state.nj.us/treasury/omb/forms/index.shtml>. The completed form along with the required voided check or bank letter should be mailed or faxed to: Department of the Treasury, Office of Management and Budget, PO Box 221, 6TH Floor – Room 674, Trenton, N.J. 08625-0221; fax: (609)-984-5210. To assist in identifying payments, the State offers vendors

access to the Vendor Payment Inquiry web application (VPI) which offers check stub information online. Contact the State of New Jersey at [AAIUNIT@treas.state.nj.us](mailto:AAIUNIT@treas.state.nj.us) to request access to this application.

### **5.10 CONTRACT ACTIVITY REPORT**

Contractor(s) must provide, on a calendar quarter basis, to the assigned Division representative, a record of all purchases made under the contract resulting from this RFP. This reporting requirement includes sales to State using agencies, political sub-divisions thereof and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, independent institutions of higher education, 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. Failure to report this mandated information may be a factor in future award decisions.

Contractors must submit the required information in Microsoft Excel format.

### **5.11 PROGRAM EFFICIENCY ASSESSMENT**

The State Using Agencies shall be charged an assessment equal to one-quarter of one percent (0.25%) of the value of all transactions under this contract. This assessment is authorized by N.J.S.A. 52:27B-56 and N.J.A.C. 17:12-1.5, to maintain the State's procurement system at a level to meet industry standards of efficiency.

## **6.0 PROPOSAL EVALUATION**

### **6.1 RIGHT TO WAIVE**

The Director reserves the right to waive minor irregularities. The Director also reserves the right to waive a requirement provided that:

- (1) the requirement is not mandated by law;
- (2) all of the otherwise responsive proposals failed to meet the requirement; and
- (3) in the sole discretion of the Director, the failure to comply with the requirement does not materially affect the procurement or the State's interests associated with the procurement.

### **6.2 DIRECTOR'S RIGHT OF FINAL PROPOSAL ACCEPTANCE**

The Director reserves the right to reject any or all proposals, 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 proposals will be awarded by the Director in accordance with N.J.A.C. 17:12-2.10.

### **6.3 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.

### **6.4 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 proposal price was determined.

### **6.5 ORAL PRESENTATION AND/OR CLARIFICATION OF PROPOSAL**

After the submission of proposals, unless requested by the State as noted below, vendor contact with the State is still not permitted.

After the proposals are reviewed, one, some or all of the bidders may be asked to clarify certain aspects of their proposals. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies or material omissions or revise or modify a proposal, except to the extent that correction of apparent clerical mistakes results in a modification.

The bidder may be required to give an oral presentation to the State concerning its proposal.

Bidders may not attend the oral presentations of 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 proposal. Action by the State in this regard should not be construed to imply acceptance or rejection of a proposal. The Division will be the sole point of contact regarding any request for an oral presentation or clarification.

### **6.6 EVALUATION CRITERIA**

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

- a) Pricing;
- b) Experience of the bidder;
- c) The bidder's past performance under similar contracts, including if applicable, the Division's vendor performance database;

The State reserves the right to reject any or all proposals with excessive pricing. The State reserves the right to rebid the term contract, if deemed in the best interest of the State.

NOTE: The State reserves the right to request any information necessary to carry out the proposal evaluation, confirm that the proposal submitted is complete and accurate and/or clarify any ambiguity in the proposal. Bidders shall provide the required information within forty-eight (48) hours of notification of such request. Failure to do so may necessitate rejection of the proposal as non-responsive.

### **6.6.1 PROPOSAL DISCREPANCIES**

In evaluating proposals, 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 correct sum of the column of figures.

### **6.6.2 EVALUATION OF THE PROPOSALS**

After the Evaluation Committee completes its evaluation, it recommends to the Director for award the responsible bidder(s) whose proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process and makes a recommendation to the Director. The Director may accept, reject or modify the recommendation of the Evaluation Committee. Whether or not there has been a negotiation process as outlined in Section 6.7 below, the Director reserves the right to negotiate price reductions with the selected bidder.

### **6.7 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)**

After evaluating proposals, the Division may enter into negotiations with one bidder or multiple bidders. The primary purpose of negotiations is to maximize the State's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one bidder or multiple bidders. Negotiations will be structured by the Division to safeguard information and ensure that all bidders are treated fairly.

Similarly, the Division may invite one bidder or multiple bidders to submit a best and final offer (BAFO). Said invitation will establish the time and place for submission of the BAFO. Any BAFO that is not equal to or lower in price than the pricing offered in the bidder's original proposal will be rejected as non-responsive and the State will revert to consideration and evaluation of the bidder's original pricing.

If required, after review of the BAFO(s), clarification may be sought from the bidder(s). The Division may conduct more than one round of negotiation and/or BAFO in order to attain the best value for the State.

After evaluation of proposals and as applicable, negotiation(s) and/or BAFO(s), the Division will recommend, to the Director, the responsible bidder(s) whose proposal(s), conforming to the RFP, is/are most advantageous to the State, price and other factors considered. The Director may accept, reject or modify the recommendation of the Division. The Director may initiate additional negotiation or BAFO procedures with the selected bidder(s).

**Negotiations will be conducted only in those circumstances where they are deemed by the Division or Director to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the bidder is advised to submit its best technical and price proposal in response to this RFP since the State may, after evaluation, make a**

**contract award based on the content of the initial submission, without further negotiation and/or BAFO with any bidder.**

All contacts, records of initial evaluations, any correspondence with bidders related to any request for clarification, negotiation or BAFO, any revised technical and/or price proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a contract is issued.

**NOTE: If the Division contemplates negotiation, proposal prices will not be publicly read at the proposal submission opening. Only the name and address of each bidder will be publicly announced at the proposal submission opening.**

## **6.8 COMPLAINTS**

A bidder with a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to Section 5.7.b of the State of NJ Standard Terms and Conditions accompanying this RFP may be bypassed for an award issued as a result of this RFP.

## **7.0 CONTRACT AWARD**

### **7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD**

#### **7.1.1 REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13 - N.J.S.A. 19:44A-20.25 (FORMERLY EXECUTIVE ORDER NO. 134) AND EXECUTIVE ORDER NO. 117 (2008)**

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 Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership 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 either Chapter 51 or Executive Order No. 117 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 means 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 Division's website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee for completion and submission to the Division 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 Division Procurement Specialist, 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 Division's website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

#### **7.1.2 SOURCE DISCLOSURE REQUIREMENTS**

Not applicable to this procurement.

### **7.1.3 AFFIRMATIVE ACTION**

The intended awardee must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Intended awardee(s) not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at [http://www.nj.gov/treasury/purchase/forms/AA\\_%20Supplement.pdf](http://www.nj.gov/treasury/purchase/forms/AA_%20Supplement.pdf).

### **7.1.4 BUSINESS REGISTRATION**

In accordance with N.J.S.A. 52:32-44(b), a bidder and its named subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue prior to the award of a contract. (Refer to Section 4.4.2.1 of this RFP for further information.)

### **7.2 FINAL CONTRACT AWARD**

Four awards for each OEM price line item (price line items 1 through 38) and ten awards for each non-OEM price line item (price line items 39 through 52) shall be made for each region, with reasonable promptness, by written notice to those responsible bidders whose proposals, conforming to this RFP, are most advantageous to the State, price, and other factors considered. If deemed in the best interest of the State, at the State's discretion, additional award(s) may be made. Any or all 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. Refer to Section 4.2 of the State of NJ Standard Terms and Conditions accompanying this RFP.

### **7.4 PERFORMANCE SECURITY**

Not applicable to this procurement.

## **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 e-mail 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 of the Contract 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.