

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

Equipment Acquisition & Installation for Marked and Unmarked Police Vehicles (T-1786)

Bid Number: 10-X-20379

Date Issued: 8/20/09

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
 - b. Standard Terms and Conditions
2. Vendor information sheet
3. Contract items by vendor
4. Contract items by price lines (in numerical order)

1.0 INFORMATION FOR BIDDERS	5
1.1 PURPOSE AND INTENT	5
1.2 BACKGROUND	5
1.3 KEY EVENTS	5
1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD	5
1.3.2 SUBMISSION OF BID PROPOSAL	5
1.4 ADDITIONAL INFORMATION	6
1.4.1 ADDENDA: REVISIONS TO THIS RFP	6
1.4.2 BIDDER RESPONSIBILITY	6
1.4.3 COST LIABILITY	6
1.4.4 CONTENTS OF BID PROPOSAL	7
1.4.5 BID OPENING	7
1.4.6 PRICE ALTERATION	7
1.4.7 BID ERRORS	7
1.4.8 JOINT VENTURE	8
2.0 DEFINITIONS	8
2.1 GENERAL DEFINITIONS	8
2.2 CONTRACT SPECIFIC DEFINITIONS	9
3.0 COMMODITY DESCRIPTION/SCOPE OF WORK	10
3.1 CONTRACT UTILIZATION	10
3.2 CONTRACT SPECIFIC REQUIREMENTS	10
3.3 VEHICLE SPECIFICATIONS, PART I – COMMON SPECIFICATIONS	13
3.4 VEHICLE SPECIFICATIONS, PART II – VEHICLE SPECIFIC REQUIREMENTS	16
3.4.1 MARKED POLICE VEHICLE - FORD CROWN VICTORIA (PRICE LINES: 1 THROUGH 10)	16
3.4.1.1 MARKED POLICE VEHICLE - FORD CROWN VICTORIA – BUNDLED EQUIPMENT (PRICE LINE: 1)	16
3.4.1.2 MARKED POLICE VEHICLE - FORD CROWN VICTORIA - OPTIONAL LIGHTBAR PACKAGE (PRICE LINE: 2)	17
3.4.1.3 MARKED POLICE VEHICLE - FORD CROWN VICTORIA - OPTIONAL CENTER CONSOLE (PRICE LINE: 3)	18
3.4.1.4 MARKED POLICE VEHICLE - FORD CROWN VICTORIA – OPTIONAL MOBILE DATA COMPUTER (PRICE LINE: 4)	18
3.4.1.5 MARKED POLICE VEHICLE - FORD CROWN VICTORIA – OPTIONAL USB SCANNER FOR ELECTRONIC TICKETING (PRICE LINE: 5)	19
3.4.1.6 MARKED POLICE VEHICLE - FORD CROWN VICTORIA – OPTIONAL MF4TE BLUETOOTH PRINTER (PRICE LINE: 6)	19
3.4.1.7 MARKED POLICE VEHICLE - FORD CROWN VICTORIA – OPTIONAL DIGITAL VIDEO RECORDER (PRICE LINE: 7)	19
3.4.1.7.1 MARKED POLICE VEHICLE - FORD CROWN VICTORIA – OPTIONAL 5-YEAR ONSITE MAINTENANCE FOR MDVR (PRICE LINE: 8)	20
3.4.1.8 MARKED POLICE VEHICLE - FORD CROWN VICTORIA – INSTALLATION COST FOR AGENCY PROVIDED ITEMS, SUCH AS LIGHTBAR, CENTER CONSOLE, ETC. (PRICE LINE: 9)	20
3.4.2 UNMARKED POLICE VEHICLE - FORD CROWN VICTORIA (PRICE LINE: 10)	20
3.4.3 UNMARKED POLICE VEHICLE - CHEVROLET IMPALA (PRICE LINE: 11)	21
3.4.4 TOTALS FOR WIRE – CAROL CABLE (FOR REFERENCE ONLY)	22
3.5 CONTRACT IMPLEMENTATION	22
4.0 BID PROPOSAL PREPARATION AND SUBMISSION	27
4.1 GENERAL	27
4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION	27
4.3 NUMBER OF BID PROPOSAL COPIES	27
4.4 BID PROPOSAL CONTENT	28
4.4.1 FORMS/PROOF OF REGISTRATION REQUIRED WITH BID PROPOSAL	28
4.4.1.1 SIGNATORY PAGE	28
4.4.1.2 OWNERSHIP DISCLOSURE FORM	28
4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER	28
4.4.1.4 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE	28
4.4.2 FORMS REQUIRED BEFORE CONTRACT AWARD AND THAT SHOULD BE SUBMITTED WITH THE BID PROPOSAL	28

4.4.2.1 MACBRIDE PRINCIPLES CERTIFICATION.....	28
4.4.3 SUBMITTALS	29
4.4.3.1 BIDDER EXPERIENCE - DATA SHEETS	29
4.4.3.2 RFP SPECIFIC INFORMATION	29
4.4.3.2.1 LIST OF AFTERMARKET INSTALLERS	29
4.4.3.2.2 THROUGH 4.4.3.2.3 RESERVED.....	29
4.4.3.2.4 TECHNICAL COMPLIANCE DECLARATION	29
4.4.3.2.5 MANUFACTURER'S INFORMATION.....	29
4.4.3.3 PRODUCT LITERATURE/MANUFACTURER'S SPECIFICATIONS	29
4.4.4 FINANCIAL CAPABILITY OF THE BIDDER	29
4.4.5 PRICING	30
4.4.6 COOPERATIVE PURCHASING.....	30
4.4.7 METHOD OF BIDDING	30
5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS	32
5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS	32
5.2 CONTRACT TERM AND EXTENSION OPTION	32
5.3 CONTRACT TRANSITION.....	32
5.4 CONTRACT AMENDMENT	32
5.5 CONTRACTOR'S WARRANTY	32
5.6 ITEMS ORDERED AND DELIVERED	33
5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS	33
5.8 RESERVED.....	33
5.9 CLAIMS.....	33
5.10 CONTRACT PRICE INCREASE (PREVAILING WAGE).....	33
5.11 PUBLIC WORKS CONTRACT – ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT	33
5.12 CONTRACT ACTIVITY REPORT	34
5.13 RESERVED	35
5.14 STATE'S OPTION TO REDUCE SCOPE OF WORK	35
5.15 SUSPENSION OF WORK.....	35
5.16 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S).....	35
6.0 PROPOSAL EVALUATION	36
6.1 EVALUATION CRITERIA:.....	36
6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL	36
6.2.1 EVALUATION OF THE BID PROPOSALS	36
6.3 BID DISCREPANCIES.....	36
6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO).....	37
7.0 CONTRACT AWARD.....	37
7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD	37
7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)	38
7.1.1.1 DEFINITIONS	38
7.1.1.2 BREACH OF TERMS OF THE LEGISLATION	38
7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS	38
7.1.1.4 STATE TREASURER REVIEW	39
7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271	39
7.1.2 SOURCE DISCLOSURE REQUIREMENTS.....	39
7.1.3 AFFIRMATIVE ACTION	39
7.2 FINAL CONTRACT AWARD.....	39
7.3 INSURANCE CERTIFICATES.....	40
7.4 PERFORMANCE BOND	40
8.0 CONTRACT ADMINISTRATION.....	40
8.1 CONTRACT MANAGER.....	40
8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES.....	40
8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER	40

**IMPORTANT NOTICE -
NEW “PAY-TO-PLAY” RESTRICTIONS TO TAKE EFFECT NOVEMBER 15, 2008**

Note: This is for informational purposes only. Certification is to be completed upon award.

Governor Jon S. Corzine recently signed Executive Order No. 117, which is designed to enhance New Jersey’s efforts to protect the integrity of government contractual decisions and increase the public’s confidence in government. The Executive Order builds on the provisions of P.L. 2005, c. 51 (“Chapter 51”), which limits contributions to certain political candidates and committees by for-profit business entities that are, or seek to become, State government vendors.

Executive Order No. 117 extends the provisions of Chapter 51 in two ways:

1. The definition of “business entity” is revised and expanded so that contributions by the following individuals also are considered contributions attributable to the business entity:
 - Officers of corporations and professional services corporations, with the term “officer” being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1), with the exception of officers of non-profit entities;
 - Partners of general partnerships, limited partnerships, and limited liability partnerships and members of limited liability companies (LLCs), with the term “partner” being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1); and
 - Spouses, civil union partners, and resident children of officers, partners, LLC members and persons owning or controlling 10% or more of a corporation’s stock are included within the new definition, except for contributions by spouses, civil union partners, or resident children to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides.
2. Reportable contributions (those over \$300.00 in the aggregate) to legislative leadership committees, municipal political party committees, and candidate committees or election funds for Lieutenant Governor are disqualifying contributions in the same manner as reportable contributions to State and county political party committees and candidate committees or election funds for Governor have been disqualifying contributions under Chapter 51.

Executive Order No. 117 applies only to contributions made on or after November 15, 2008, and to contracts executed on or after November 15, 2008.

Updated forms and materials are currently being developed and will be made available on the website as soon as they are available. In the meantime, beginning November 15, 2008, prospective vendors will be required to submit, in addition to the currently required Chapter 51 and Chapter 271 forms, the Certification of Compliance with Executive Order No. 117. The Certification of Compliance form for Executive Order No. 117 can be found here: http://www.state.nj.us/treasury/purchase/forms/EO_117_NOTICE.doc

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, including the Department of Law and Public Safety, Division of State Police, the initiating agency. The purpose of this RFP is to solicit bid proposals for equipment acquisition and installation for marked and unmarked police vehicles, as specified herein.

The intent of this RFP is to award a contract to that responsible bidder whose bid proposal, conforming to this RFP is most advantageous to the State, price and other factors considered. The 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 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

This is a reprourement of T-1786 (Equipment Acquisition & Installation for Marked and Unmarked Police Vehicles) term contract. All information pertinent to this award is available at the Purchase Bureau's Term Contracts Website: <http://www.state.nj.us/treasury/purchase/oa/contracts/t1786.shtml>.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Purchase Bureau 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.

Bidders must not 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 RFP Section 1.4.1 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 appropriate location by the required time. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED. THE DATE AND TIME IS INDICATED ON THE COVER SHEET. 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 are available on the web at <http://www.state.nj.us/treasury/purchase/directions.htm>.

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 Purchase Bureau.

Procedural inquiries concerning 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 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 BID 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 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

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

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

If no negotiations are contemplated, after 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. Should the State, in advance of bid opening, determine to enter into negotiations with bidder(s), bid proposals will not be made public until the Letter of Intent to Award is issued.

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.** In the event of any challenge to the bidder's designation of confidential/proprietary materials, the bidder shall be solely responsible for defending its designation and the State shall have no responsibility therefor.

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 after the Letter of Intent to Award is issued. At such time, interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

1.4.5 BID OPENING

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

1.4.6 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.

1.4.7 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 Bid 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. 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, Bid Review 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 (5) 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.

1.4.8 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, 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.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

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

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

Amendment - A change in the scope of work to be performed by the contractor 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 Agency[ies], 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

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 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.

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 Division of State Police, 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. 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.

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

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

Term Contract – Recurring contract. A term contract is established for a certain specified period, say, one-year term, and reprocurd (new contracts established) prior to the contract expiration date, to provide continuation of service. A term contract is normally identified with a contract index number (T#), T-1786, for example. A term contract, if agreed by the contractor, is extended to all State and non-State agencies.

Unit - Products and services specified in this RFP for Equipment Acquisition & Installation for Marked and Unmarked Police Vehicles ("product", "commodity", or "item").

Vehicle - 2009 or later Ford Crown Victoria Police Interceptor or Chevrolet Impala Police Package drop-shipped to the contractor for police equipment installation.

SAE - Society of Automotive Engineers

ASTM - American Society for Testing Materials

NJMVC or NJDMV - New Jersey Motor Vehicle Commission, formerly known as Division of Motor Vehicles

FMVSS - Federal Motor Vehicle Safety Standards, as established by National Highway Traffic Safety Administration

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

3.1 CONTRACT UTILIZATION

3.1.1 This RFP has been developed to establish a term contract to procure the specified unit as a service to the State agencies and Cooperative Purchasing participants.

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

3.2 CONTRACT SPECIFIC REQUIREMENTS

3.2.1 through 3.2.3 RESERVED

3.2.4 Manufacturer's Certificate: Dealers or agents submitting a bid proposal may be required to submit a letter of certification from the manufacturer whose product is bid, certifying that the bidder is authorized by the manufacturer to bid its product. It will be the responsibility of the manufacturer to notify the State of New Jersey of any changes in the status of the bidder franchise.

3.2.5 By submitting a bid proposal, the bidder covenants and agrees that it has satisfied itself that it fully understands its obligation and that it will not make any claim for, or have any right to cancellation or relief, without penalty, because of any misunderstanding.

3.2.6 The equipment outlined in this specification is for a standard manufacturer's product line available to the general public.

3.2.7 A bidder shall provide new equipment only. No used equipment is acceptable.

3.2.8 Reserved.

3.2.9 The bidder shall ensure that the manufacturer whose product is bid has a servicing dealer or service location within a reasonable distance from Trenton, NJ, deemed reasonable by the State, for warranty service recall and/or repair. The servicing dealer or location must be equipped with and able to deliver new spare parts within twenty-four (24) hours.

3.2.10 All components of each unit supplied under the contract established based on this RFP shall be identical.

3.2.11 Aftermarket installation is permitted. Any intent to utilize aftermarket installers must be described in Section 3.2.11.5 with a list of aftermarket installer(s), other than the prime unit manufacturer, who will supply or install all aftermarket items required. If the bidder is a dealer or distributor for the aftermarket equipment, the bidder must so state in Section 3.2.11.5 and will be solely responsible for the equipment, installation and warranty. If a bid proposal does not provide an aftermarket installer(s) list and/or dealer declaration, the State reserves the right to request such information from the bidder. The bidder must respond to such request within twenty-four (24) hours. If the information requested is not received within twenty-four (24) hours, the bid proposal shall be rejected.

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

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

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

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

3.2.11.5 List of Aftermarket Installers:

The bidder is to provide name, address, phone number, fax number and e-mail address of aftermarket installer(s) below:

Emergency Accessories and Installations Inc.
250 Haddonfield-Berlin Road
Cherry Hill, NJ 08034
Phone: (856) 427-2686
Fax: (856) 428-3936
E-mail address: jsimone@eaiupfit.com

3.2.12 TECHNICAL COMPLIANCE DECLARATION

IMPORTANT NOTE: Bidders are strongly advised not to take any deviations or substitutions.

3.2.12.1 If a bidder takes any deviation or provides any substitutions, the bidder will make modifications to the descriptive literature included with the bid proposal and list those modifications in the corresponding spaces of the bid proposal ("**Comments**" spaces provided at the end of each item in Section 3.3 of the RFP). Failure to supply the required information in the prescribed manner may disqualify the bid proposal. No deviation or substitution will be permitted after bid opening.

3.2.12.2 A bidder shall list and explain in detail all deviations or substitutions taken in its bid proposal. All deviations or substitutions are to be neatly printed or typed. If no deviation or substitution is taken, the word "NONE" is to be neatly printed or typed in the space provided. In the event no deviation or substitution is noted, the State will assume that it will receive exactly what the specifications stipulate. Failure to list deviations or substitutions in the prescribed manner may disqualify the bid proposal.

3.2.12.3 It is the responsibility of bidders to list any deviations or substitutions in a conspicuous manner, as prescribed in Section 3.2.12.2 of the RFP. Bid proposals with a concealed or stealthy deviation or substitution may be disqualified. RFP terms, conditions and specifications shall not be altered or modified. Alteration or modification of the RFP terms, conditions or specifications in a furtive manner, including manipulation of electronic RFP document through software tools, document format conversion or printer driver shall cause bid rejection. Such alteration or manipulation of the RFP document is a serious violation of the RFP terms, specifically Section 1.7 and 1.8 of the Standard Terms and Conditions, and shall cause, if awarded due to lack of consideration of the concealed deviation or substitution, contract termination, debarment or suspension of the contractor from contracting with the State pursuant to NJAC 17:12-6 et seq. and disqualification of the contractor from award of future State contracts. The Division's Contract Compliance and Audit Unit ("CCAU") maintains the vendor performance file, which may be shared with other local, State and Federal agencies.

3.2.12.4 It is the responsibility of the bidder, when taking any deviation or offering a substitute, to furnish proof via manufacturer's drawing, blueprints, specifications, certifications, etc., that such is equal or superior to the product specified.

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

3.2.13 POST-ORDER PRE-PRODUCTION/PRE-INSTALLATION MEETING AND INSPECTIONS:

3.2.13.1 The contractor shall coordinate and attend a post-order pre-installation meeting, if required by the ordering agency, at a location convenient to the ordering agency, to provide all necessary information prior to building any prototype unit or scheduling the installation. If required by the ordering agency, the contractor shall provide one prototype vehicle for each type, marked or unmarked, delivered to the ordering agency.

3.2.13.2 Only after the post-order meeting, if required by the ordering agency, and subsequent approval from the ordering agency shall the contractor begin the installation.

3.2.13.3 The contractor shall coordinate with the ordering agency for a pre-delivery inspection for each unit ordered, if required by the ordering agency.

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

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

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

3.2.14 Brand Names: Unless specified otherwise, only the brand names and model numbers specified in this RFP shall be accepted, no alternative brand is acceptable. Brand names and model numbers specified in this RFP are to achieve a minimum level of quality and performance, as judged by the New Jersey State Police, following extensive testing carried out over the last ten years and experience gained through out-fitting of over 700+ police vehicles in the fleet. It should be understood that specifying a brand name, components or equipment in this specification shall not relieve the contractor from its responsibility to produce the unit in accordance with the performance warranty and contractual requirements, Industry standards and practices, Federal and New Jersey Safety Standard and Regulations, Society of Automotive Engineers (SAE) Standards and other applicable standards.

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

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

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

3.3 VEHICLE SPECIFICATIONS, PART I – COMMON SPECIFICATIONS

IMPORTANT NOTE: Bidders must provide all information required throughout this section in the spaces provided.

3.3.1 Each drop-shipped vehicle shall be thoroughly inspected by the contractor prior to acceptance by the contractor. Each product specified in the RFP shall be completely assembled, mounted on the drop-shipped vehicle, tested, serviced, ready for use, and inspected and approved for delivery by the ordering agency prior to delivery. All services shall be performed in a professional workmanship like manner. Unless specified otherwise, any parts, components, equipment, controls, materials, features, performances, capacities, ratings or designs which are standard and/or necessary to form an efficient and complete working unit shall be furnished whether specifically required herein or not. Any item not specified herein but deemed necessary for the application shall be supplied and shall meet the industry standards.

3.3.2 Ownership of all data, material, proposals, manuals, training sessions, and documentation (including working papers) originated and prepared for the State pursuant to this RFP and resulting contract shall belong exclusively to the State.

3.3.3 The contractor has a right to the contractor's proprietary software. However, any software created for the State cannot be sold or distributed by the contractor without written consent from the State to any other party and will be considered the property of the State. In addition, such software source code created for the State along with all essential documentation will be made fully available to the State, without restriction, for all uses and modifications.

3.3.4 The contractor and its agents must guarantee the security and confidentiality of all data, information, working papers and other documents related to the contract. Any use, sale or offering of this data in any form by the contractor, its employees or assignees will be considered a violation of the contract and will cause infraction to be reported to the State Attorney General for possible prosecution. Penalties for violations of such guarantees will include, but are not limited to, cancellation of the contract and/or legal action with no damages paid by the State.

3.3.5 If the contractor fails to provide the products and services stipulated in the contract, the State reserves the right to secure the products and/or services through another bidder or vendor and hold the contractor responsible for any additional costs incurred.

3.3.6 Bidders or their affiliates shall be designated as a drop-ship site by the vehicle manufacturers, Ford and Chevrolet. If affiliate's drop-ship code is used, the bidder shall provide a letter, with the bid proposal, from the affiliate agreeing to such arrangement.

Bidders shall provide below the drop-ship codes:

Ford: Authorized drop-ship code: [16C010](#)

Designated drop-ship site: [Winner Ford](#)

GM: Authorized drop-ship code: [113814](#)

Designated drop-ship site: [Emergency Accessories and Installations Inc.](#)

3.3.7 The contractor shall receive the vehicles directly from the manufacturer and notify the ordering agency within twenty-four (24) hours of receiving the vehicles. From the time drop-shipped vehicles arrive at the designated drop-ship site, the contractor shall be responsible for the drop-shipped vehicles until the final acceptance is made by the ordering agency. The contractor shall inspect the drop-shipped vehicles within seventy-two (72) hours of delivery, utilizing the criteria in 3.5 (Contract Implementation) and Attachment #2, "New Car Checklist". Vehicles not meeting the inspection criteria shall be taken to the authorized dealer for warranty repair or refurbishment, at contractor's expense, within forty-eight (48) hours. The contractor shall notify the ordering agency within twenty-four (24) hours of the vehicle failing inspection, providing the vehicle identification number and the name, address, contact person and telephone number of the authorized dealer scheduled to receive the vehicle for repair or refurbishment. It shall be the contractor's responsibility to coordinate with the authorized dealer regarding expeditious repair or refurbishment. Within twenty-four hours of vehicle being repaired or refurbished, the contractor shall re-inspect the repaired vehicle at the authorized dealer's site and notify the ordering agency of inspection result within the next twenty-four (24) hours. The contractor shall pick up successfully repaired or refurbished vehicle passing the re-inspection, within twenty-four (24) hours of the re-inspection.

Bidders shall review Attachment #1, "Acceptance Process Flowchart", for a quick review of the requirements and the process from the vehicle being drop-shipped to the final acceptance by the ordering agency.

Bidder has carefully reviewed the "Acceptance Process Flowchart" (Attachment #1) and agrees to meet the requirements: [Yes](#)

Bidder has labeled/marked its name on a copy "Acceptance Process Flowchart" (Attachment #1) and returned it with the bid proposal: [Yes](#)

3.3.8 The contractor shall provide, install and test the specified equipment (see parts lists in 3.4.1, 3.4.2 and 3.4.3) and deliver the completed vehicles to the ordering agency at the minimum rate of twelve (12) vehicles per week, within fifteen (15) working days of the notification to the ordering agency that vehicles drop-shipped have been inspected and accepted by the contractor.

Bidder is capable of meeting this requirement.

[Yes](#)

3.3.9 Installation Instructions:

IMPORTANT NOTE: Installation shall be subject to the approval of the ordering agency at the time of ordering or at the time of pre-prototype meeting or during the schematics (Contractor's Installation Plan) approval process.

3.3.9.1 The contractor shall provide all equipment specified in the RFP and a purchase order. The contractor shall install and test all equipment specified in the RFP, including the equipment provided by the ordering agency, such as the mobile radio (3.4.1, 3.4.2 and 3.4.3) and SPEN (Statewide Police Emergency Network) radio (3.4.1) listed in the parts list. The contractor shall coordinate with all equipment manufacturers, including manufacturers of equipment provided by ordering agency and/or their authorized dealers in case warranty repair or refurbishment is required, at no extra cost to the ordering agency, prior to delivery to and final acceptance by the ordering agency and during the warranty period. The contractor shall be responsible for satisfactory quality performance, as intended and claimed by the manufacturer, of all equipment, including any equipment provided by the ordering agency, prior to delivery to and final acceptance by the ordering agency and during the warranty period.

3.3.9.2 The contractor shall install the siren amp, in the trunk of the vehicle, in equipment box with 4 - 5/16" x 1/2" sheet metal screws, four 1/4" spacers, and four flat fender washers. The two cables, siren control cable and mobile radio control cable, are interfaced at the mobile radio chassis (installed in the equipment box) and coiled approximately 1' long and placed in between the mobile radio and the inner fender well. The cables shall then be tie-wrapped neatly, approximately every 4" to 6" apart, all the way up the side of the trunk through the rear of the back seat. All wiring shall be mounted on the passenger side.

3.3.9.2.1 The contractor shall then route the mobile radio and siren control cables under the back seat on the driver's side of the vehicle. The cables shall then be installed under the floor mat alongside the vehicle cable channel. The cables shall protrude from under the floor mat near the center hump of the vehicle under the dash. The control cable shall be connected to the mobile radio control head, which shall be mounted under the switch box (specified in 3.3.9.5).

3.3.9.3 The contractor shall install mobile radio, Motorola XTL 5000, and SPEN radio, Motorola PM400, both provided by the ordering agency. The contractor shall install radio antennas on the roof, placed 12" from the left and right gutters and 11" up from the back window.

3.3.9.4 The power cables shall continue through a protective grommet in the fire wall on the passenger's side of the vehicle. The power leads shall be individually fused and connected to the power distribution panel.

3.3.9.5 The Whelen power switch box shall be mounted in the Havis Shields console.

3.3.9.6 The contractor shall install one main power cable from the battery supply lug of the vehicle through a 60 amp resettable breaker to the power distribution panel of all installed accessories.

3.3.9.7 The contractor shall install the specified light bar (see parts list, 3.4.1.2), which shall be mounted on the roof, using a gutter style clamp assembly and stainless steel fasteners provided with the Whelen light bar. The light bar wiring shall be connected to the light bar wiring harness provided by the light bar manufacturer. The light bar wires shall be routed on the passenger side of the vehicle, through the roof support column up the floor channeling, and connected to the Whelen BL420A power switch, located in the equipment box. Serial number tag affixed on the bottom, driver's side of bar.

3.3.9.8 The contractor shall provide and install the specified radar mounting bracket (see parts list, 3.4.1.1) in the top of the dash board, in front of the steering wheel, using two sheet metal screws. Radar power point shall be hard wired at no extra cost to the ordering agency.

3.3.9.9 The contractor shall provide and install shotgun mount with key override color coded red, all keyed alike (see parts list, 3.4.1.1), mounted to the partition (see parts list, 3.4.1.1) in a vertical position, with the barrel of the weapon facing driver's-side. Partition mount shall require one release button in the interior of the vehicle.

3.3.9.10 The contractor, or any third party hired by the contractor, must be certified by Link Communications to install the DIVR and by DELL Computer for the installation of the MDC. Proof of certifications must be presented to using agency upon request.

Bidders must be an authorized serial communications upfitter.

Bidders must match or do better than the prevailing State contract prices (sum of parts and labor pricing, line 6 plus line 22 of T-1058, for example) for the DIVR and MDC as configured in the RFP. Please refer to T-1058 - Cameras, Video, In-Vehicle Video Recording for Law Enforcement (<http://www.state.nj.us/treasury/purchase/noa/contracts/t1058.shtml>) and M-0483 - WSCA Computer Contract (<http://www.state.nj.us/treasury/purchase/noa/contracts/m0483.shtml>).

3.3.9.11 The contractor shall reconfigure the trunk release from battery-powered to ignition-powered on all Ford Crown Victorias.

3.4 VEHICLE SPECIFICATIONS, PART II – VEHICLE SPECIFIC REQUIREMENTS

Note: Only after securing approval from the ordering agency, on the schematics submitted by the contractor, shall the contractor commence the installation/production, which shall be based on the approved equipment, equipment locations and installation procedures.

3.4.1 MARKED POLICE VEHICLE - FORD CROWN VICTORIA (PRICE LINES: 1 THROUGH 10)

FORD CROWN VICTORIA - PARTS LIST

The following list summarizes the parts and quantities of equipment installed in the marked Ford Crown Victoria. All equipment shall be installed in accordance with manufacturer's specifications. Equipment installation and location are subject to approval of the ordering agency at the time of pre-prototype/post-order meeting.

NOTE:

1. Optional equipment are highlighted in red below, price lines for which include both equipment and installation. Again, price line 1 shall not include optional equipment and its installation.

3.4.1.1 MARKED POLICE VEHICLE - FORD CROWN VICTORIA – BUNDLED EQUIPMENT (PRICE LINE: 1)

QTY	DESCRIPTION	P/N - SIZE
1	To be provided by the ordering	Motorola XTL5000

	agency* : State Police Radio with cables, complete kit	
1	To be provided by the ordering agency* : SPEN Radio	Motorola PM400
1	Anti-Theft Device	Tremco
1	Partition	Setina 10-RP Lexan with Lower Panels
1	16" Aluminum Push Bumper	Setina 16" PB-100 with PBTK Transfer Kit
1	Trunk Equipment Box with Nutcerts: Custom Fabrication and Powder Coating (215-335-1681)	L-131
1	Weapon Mount with vertical mount kit	Big Sky ELS-270-B and VMB
1	Fuse Panel	Buss 15600-10-11
2	Rear Deck Lights - (1) Red, (1) Blue	Whelen Avenger AVN1RNJSP, AVN1BNJSP
1	Radar Bracket with Jack	R&R Electronics Bracket or equal
2	Backup Light Housing Vertex Super LED Light	Whelen VTX609C
1	Rear Taillights Hideaway Super LED System	Whelen HAO2R2
1	Universal LED Hideaway Kit for Front Intersection Lights	Whelen LAW2CC Clear
1	60 Amp Resettable Circuit Breaker	Bussman BPCP18560
1	Grommet – double wall	E4627
1	100 Watt Speaker with Bracket	Whelen SA315P with SAK17 Bracket
1	Headlight Flasher	Whelen SSFPOSC6
<p>*Ordering agency may be able to purchase the mobile radio through a State contract currently established under T-0109 (Radio Communication Equipment and Accessories). For further information, visit http://www.state.nj.us/treasury/purchase/noa/contracts/t0109.shtml</p>		

3.4.1.2 MARKED POLICE VEHICLE - FORD CROWN VICTORIA - OPTIONAL LIGHTBAR PACKAGE (PRICE LINE: 2)

QTY	DESCRIPTION	P/N - SIZE
1	Whelen Edge LFL Liberty Lightbar Package includes: Mounting Kit and Stainless Fasteners	SS8NJSP – 49" LED

	Multi-Purpose Controller and Power Switch	Whelen MPC02 BL420A
--	---	------------------------

3.4.1.3 MARKED POLICE VEHICLE - FORD CROWN VICTORIA - OPTIONAL CENTER CONSOLE (PRICE LINE: 3)

QTY	DESCRIPTION	P/N - SIZE
1	Havis Shields Console	Consolidator CAS-1300NJSP

3.4.1.4 MARKED POLICE VEHICLE - FORD CROWN VICTORIA – OPTIONAL MOBILE DATA COMPUTER (PRICE LINE: 4)

QTY	DESCRIPTION	P/N - SIZE
1	DELL Latitude ATG System	222-9572
1	DELL SP – Locking Docking Station for Dell ATG Computer	A1164817
1	DELL SP – DC Power Supply with cord configured for hardware installation	A0645708
1	DELL SP - Low profile tilt swivel device null	A0957680
1	DELL SP - Hold down bracket for the FM-PWR-PAC or PAH	A0652239
1	DELL SP - Trunk Mount for Ford Crown Victoria Car	A0652131
1	DELL SP - Planar Dash Mount	A0742820
1	DELL SP - Wiring Harness to provide connectivity to the Planar Screen	A0580515
1	DELL SP - Fused wiring harness for installation of power from battery	A0650885
1	DELL SP - Installation: includes mounting hardware	A0645718
1	Voltage and rev polarity prot - Size MZL-18, 1.5Hx2Wx4L - 8 position	A0584750

1	DELL SP - 25' PS2 Cable	A1235227
1	DELL SP - NJ State Police - Planar touch Screen	A1277734
1	DELL SP - keyboard designed for vehicle mount in emergency, police, service	A1255821
1	CS-NJ State Police - AC PS Adapter Universal US Plug Part	A2614610
1	CS-NJ State Police - MF4TE Swivel Mount Charging	A2614608
1	CS-NJ State Police - Cigarette Lighter Power Adapter	A2614609

3.4.1.5 MARKED POLICE VEHICLE - FORD CROWN VICTORIA – OPTIONAL USB SCANNER FOR ELECTRONIC TICKETING (PRICE LINE: 5)

QTY	DESCRIPTION	P/N - SIZE
1	Honeywell Scanner (USB Kit, 1D, PDF417, 2D, Type A Cable, No Power Supply, Velcro Mounting Kit) – Color: Grey	MK4980-31A38-02-A

3.4.1.6 MARKED POLICE VEHICLE - FORD CROWN VICTORIA – OPTIONAL MF4TE BLUETOOTH PRINTER (PRICE LINE: 6)

QTY	DESCRIPTION	P/N - SIZE
1	CS-NJ State Police - MF4TE Bluetooth Printer for E-Ticketing application	A2614612

3.4.1.7 MARKED POLICE VEHICLE - FORD CROWN VICTORIA – OPTIONAL DIGITAL VIDEO RECORDER (PRICE LINE: 7)

QTY	DESCRIPTION	P/N - SIZE
1	Link Communications Mobile Digital Video Recorder Bundle	MDVR-SYS2
1	Upgrade 2031C Single 2.4 Ghz WMIC to 2032 Dual WMIC's	MDVR-SYS2-001

1	Add Router Firmware, InTernal 802.11G and GPS, Ethernet Port, USB Modem Port	2000B-100R
1	I-Button ID Reader	2054A
1	Pair of I-Buttons with Keychain Holders	2055A
1	CV 2000B DVR/Router Mounting Tray	DV-2000B-Mount
1	Installation, Configuration and Testing of MDVR	TA-400020-4
1	Annual On-Site Maintenance for MDVR System	WA1-MDVR-SYS2

3.4.1.7.1 MARKED POLICE VEHICLE - FORD CROWN VICTORIA – OPTIONAL 5-YEAR ONSITE MAINTENANCE FOR MDVR (PRICE LINE: 8)

QTY	DESCRIPTION	P/N - SIZE
1	Annual On-Site Maintenance for MDVR System - 5 Years	WA5-MDVR-SYS2

3.4.1.8 MARKED POLICE VEHICLE - FORD CROWN VICTORIA – INSTALLATION COST FOR AGENCY PROVIDED ITEMS, SUCH AS LIGHTBAR, CENTER CONSOLE, ETC. (PRICE LINE: 9)

Below are examples of, but are not limited to, the types of agency provided items for installation:

DESCRIPTION
Installation cost for agency provided surplus Whelen Edge Liberty Lightbar, Multi-Purpose Controller and Power Switch – three (3) items
Installation cost for agency provided surplus Havis Shields Consolidator Console

3.4.2 UNMARKED POLICE VEHICLE - FORD CROWN VICTORIA (PRICE LINE: 10)

FORD CROWN VICTORIA - PARTS LIST

The following list summarizes the parts and quantities of equipment installed in the unmarked Ford Crown Victoria. All equipment shall be installed in accordance with manufacturer's specifications.

Equipment installation and location are subject to approval of the ordering agency at the time of pre-prototype/post-order meeting.

QTY	DESCRIPTION	PART NUMBER
1	To be provided by the ordering agency*: State Police Radio with cables, complete kit	Motorola XTL5000
1	Switch for Lighting	SCI Parts R13-112
1	Gain Antenna	Motorola HAF4013A
1	Interior Lighting - hardwired	Whelen Avenger LED AVN1R NJSP with AVNBKT1 Bracket
1	100 Watt Speaker with Bracket	Whelen SA315P with SAK17 Bracket
1	Anti-Theft Device – driver reasonable access to deactivate	Tremco
2	Rear Deck Lights – (1) Red, (1) Blue	Whelen LED Avenger AVN1R NJSP and AVN1B NJSP
1	Headlight Flasher	Whelen SSFPOS16
1	Tail Lights Hideaway Super LED System	Whelen HA02R2
*Ordering agency may be able to purchase the mobile radio through a State contract currently established under T-0109 (Radio Communication Equipment and Accessories). For further information, visit http://www.state.nj.us/treasury/purchase/noa/contracts/t0109.shtml		

3.4.3 UNMARKED POLICE VEHICLE - CHEVROLET IMPALA (PRICE LINE: 11)

CHEVROLET IMPALA - PARTS LIST

The following list summarizes the parts and quantities of equipment installed in the unmarked Chevrolet Impala. All equipment shall be installed in accordance with manufacturer's specifications. Equipment installation and location are subject to approval of the ordering agency at the time of pre-prototype/post-order meeting.

QTY	DESCRIPTION	P/N - SIZE
1	To be provided by the ordering agency*: State Police Radio with cables, complete kit	Motorola XTL5000
1	Switch for Lighting	SCI Parts R13-112
1	Gain Antenna	Motorola HAF4013A
1	Interior Visor Light - hardwired	Whelen Flatliner LED FLLEDRR

1	100 Watt Speaker with Bracket	Whelen SA315P with SAKB21 Bracket
1	Anti-Theft Device – driver reasonable access to deactivate	Tremco
2	Rear Deck Lights – (1) Red, (1) Blue	Whelen LED Avenger AVN1RNPJP and AVN1BNJP
1	Headlight/Tail Light Flasher	Whelen SSFPOS16
*Ordering agency may be able to purchase the mobile radio through a State contract currently established under T-0109 (Radio Communication Equipment and Accessories). For further information, visit http://www.state.nj.us/treasury/purchase/noa/contracts/t0109.shtml		

3.4.4 TOTALS FOR WIRE – CAROL CABLE (FOR REFERENCE ONLY)

QTY	DESCRIPTION	P/N - SIZE
35'	Red	76852 MTW #6
6'	Black	76832 MTW #6
45'	Red	76512 MTW #16
20'	Orange	76512 MTW #16
30'	Yellow	76512 MTW #16
1'	Black	76512 MTW #16
1'	Blue	76512 MTW #16
20'	Green	76512 MTW #16
15'	White	76512 MTW #16

3.5 CONTRACT IMPLEMENTATION

3.5.0.1 Note: In the event of manufacturer's price decrease and/or model rebate during the contract period, the State shall receive full benefit of such price reduction on any subsequent order placed during the contract period, in accordance with 4.1 (price fluctuation during the contract) of the Standard Terms and Conditions. The State reserves the right to request any information on price concessions, price reductions, monetary benefits, rebates or any promotional programs offered by the manufacturer, and verify the information provided by the contractor with the manufacturer or any third party any time during the term of the contract. The State must be notified, in writing, of any price reduction or rebate within five (5) days of the effective date. In an exceptional situation of abnormal, unprecedented volatility, the State may consider a minimal price increase, in which case the contractor shall provide a detailed justification, including manufacturer's and/or aftermarket installer's certification, two (2) sets of applicable Industry indices, one at the time of contract establishment and the other at the time of the price increase proposal, and any other information required by the

Division's Planning and Research Unit for thorough and complete economic analysis. If approved by the Director, the resulting price adjustment will revise the contract price, taking precedence over all references to fixed price, including Pricing (4.4.5).

3.5.1 PLACING ORDERS FOR CONTRACT UNITS

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

3.5.1.2 No accessories or items or any other purchases, which are not specified in this RFP, shall be offered.

3.5.1.3 through 3.5.1.5 Reserved.

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

3.5.2 PRODUCT BROCHURE

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

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

3.5.3 CONFIRMATION OF ORDERS

3.5.3.1 Written confirmation of purchase order receipt must be provided to the ordering agency for unit(s) ordered.

3.5.3.2 Written confirmation shall mean that the contractor has received the purchase order, has reviewed it for compatibility with unit(s) currently on contract, has resolved any non-compatibility problems with the ordering agency, has entered the order with the product manufacturers and that the product manufacturers have accepted the order.

3.5.3.3 If an order is not accepted by any product manufacturer, the contractor shall immediately notify the ordering agency and the buyer.

3.5.4 PRE-PROTOTYPE APPROVAL

3.5.4.1 After written confirmation by the contractor that the purchase order is accepted, the contractor shall prepare schematic drawings of the proposed equipment and wiring installations and submit the drawings to the ordering agency for approval. The contractor may be required by the ordering agency to attend a pre-prototype meeting with the ordering agency for any clarification or modification.

3.5.4.2 Based on the approved schematics, the contractor shall prepare a prototype vehicle of each type representing a completed installation for the ordering agency approval for production. The installed equipment, equipment locations and installation procedures, once approved, shall be

replicated in all other vehicles of each type without substitution or modification. The ordering agency may decide to skip the pre-prototype approval process (see Attachment #1 "Acceptance Process Flowchart").

3.5.5 PROTOTYPE AND PRE-DELIVERY INSPECTIONS

3.5.5.1 It shall be the contractor's responsibility to make the arrangements with the ordering agency for any prototype inspection and pre-delivery inspection. Prior to presentation for inspection, it shall be the contractor's responsibility to pre-inspect each unit. The vehicle must conform to the manufacturer's "New Car Prep" procedures. The contractor will be required to submit a copy of the "New Car Prep" procedures upon delivery of a vehicle. Each vehicle presented for inspection shall be accompanied by an inspection package including, but not limited to, the following: purchase order, line set sheet (when available), pre-delivery inspection (PDI), and dealer's pre-inspection prep checklist. The checklist will list the responsible prep mechanic and acknowledge that the vehicle conforms to pre-delivery specifications and that all added equipment and accessories have been installed. The contractor shall not start the production until the prototype unit is inspected and approved for production. The ordering agency may decide to skip the prototype inspection (see Attachment #1 "Acceptance Process Flowchart").

3.5.5.2 The contractor shall notify the ordering agency by fax, that the vehicle is ready for inspection.

3.5.5.3 The ordering agency may decide to skip the pre-delivery inspection at the contractor's site and may carry out the final inspection at the agency location instead (see Attachment #1 "Acceptance Process Flowchart").

3.5.5.4 Major reasons for rejection of units include, but are not limited to:

- 3.5.5.4.1 Grinding noise in wheels (wheel bearings).
- 3.5.5.4.2 Improperly aligned wheels.
- 3.5.5.4.3 Damaged rims.
- 3.5.5.4.4 Any spare tire-rim not mounted on vehicle.
- 3.5.5.4.5 Leakage of oil.
- 3.5.5.4.6 Transmission leaking fluid at transmission cooler lines or transmission seals.
- 3.5.5.4.7 Leakage at rear end.
- 3.5.5.4.8 Leaking radiator.
- 3.5.5.4.9 Fuel leaks.
- 3.5.5.4.10 Restrictions in fuel system.
- 3.5.5.4.11 Leakage in any part of the exhaust system.
- 3.5.5.4.12 Improper anti-freeze level.
- 3.5.5.4.13 Excessively noisy brakes or excessive brake pedal travel.
- 3.5.5.4.14 Oil pan damage.
- 3.5.5.4.15 Windshield wipers inoperative.
- 3.5.5.4.16 Windshield washer not functioning properly.
- 3.5.5.4.17 Windshield washer fluid empty/bottle leaking.
- 3.5.5.4.18 Transmission malfunctions.
- 3.5.5.4.19 Lack of grease fittings in ball joints, U-joints, etc., if factory standard.
- 3.5.5.4.20 Horn blowing while driving or inoperative.
- 3.5.5.4.21 Gauges or dials missing/malfunctioning.
- 3.5.5.4.22 Vehicle pulls to one side.
- 3.5.5.4.23 Seat belts not operating properly.
- 3.5.5.4.24 Keys not working properly.
- 3.5.5.4.25 Door locks inoperative.
- 3.5.5.4.26 Oil dipstick missing or rust on dipstick.
- 3.5.5.4.27 Appropriate new vehicle inspection sticker not furnished on windshield.
- 3.5.5.4.28 Lights - running, turn, backup, brake, side indicators, and indicator lights not working

properly.

3.5.5.4.29 Lenses missing on interior/exterior lights or water in lenses.

3.5.5.4.30 Any manufacturing deficiencies which permit water leakage into passenger compartment.

3.5.5.4.31 Windows not operating properly.

3.5.5.4.32 Vehicle not properly prepped in accordance with the manufacturer's pre-delivery specifications.

3.5.5.4.33 Vehicle not configured with all equipment and options specified in the contract and on the purchase order.

3.5.5.4.34 Body dents, scratches and other defects.

3.5.5.4.35 Body paint defects.

3.5.5.4.36 Water leak through roof.

3.5.5.4.37 Any defects in equipment installation.

3.5.5.4.38 Electrical system problem.

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

3.5.5.6 No delivery shall be accepted without prior authorization.

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

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

Bidder accepts the terms of this provision: [Yes](#)

3.5.6 DELIVERY AND FINAL ACCEPTANCE

3.5.6.1 All units must be delivered within fifteen (15) working days of contractor's notification to the ordering agency that the drop-shipped vehicles have been accepted.

3.5.6.2 The contractor shall be responsible for any transportation of the drop-shipped vehicles from the designated drop-ship site to the contractor's site, inspection of the drop-shipped vehicles, follow-up and coordination with the authorized vehicle dealer(s) for any warranty repair, any pickup and delivery from/to the authorized vehicle dealer, the professional quality of equipment and installation, timely project completion and delivery of all units under the resulting contract. The contractor shall, at no additional cost, correct any errors or omissions in the performance, quality and delivery of the units. The contractor shall also be responsible for the drop-shipped vehicles from the time they arrive at the designated drop-ship site through the time of final acceptance by the ordering agency.

3.5.6.3 Unit(s) authorized for delivery will be delivered promptly to the ordering agency, referenced by the "ship to" address on the purchase order, by the contractor. The preferred mode of delivery will be by unit transporter (carrier). However, other modes may be permitted only with the consent of the ordering agency. Delivery distance greater than 75 miles requires a transporter.

3.5.6.4 All deliveries will be made as instructed by the ordering agency, during working hours, legal holidays excepted.

3.5.6.5 No unit will be accepted at the final delivery point without all supporting documentation and paperwork, completed and delivered with the unit(s), to include the certificate of origin, warranty

documents, odometer reading statement, specified manuals, invoice and key sets. No unit(s) will be considered accepted until it has undergone final inspection at the delivery point.

3.5.6.6 Arrangements for delivery and final inspection shall be made prior to delivery by the contractor with the ordering agency. Delivered units will be inspected within twenty-four (24) hours. If a unit has been accepted, the warranty shall commence on the date of final acceptance or if a unit has been rejected, the contractor will be notified within twenty-four (24) hours. The notice will indicate the reason(s) for rejection. If rejected, in accordance with Attachment #1 "Acceptance Process Flowchart", the contractor will try to rectify the problem(s) at the ordering agency site within forty-eight (48) hours. If problem(s) cannot be corrected at the agency site, the rejected unit must be removed by the contractor at its own expense within forty-eight (48) hours. The contractor shall present the corrected unit for re-inspection within seventy-two (72) hours. Again, no additional freight or transportation charges are permitted.

3.5.6.7 All delivered units must be clean both inside and outside. All contracted items, including manufacturer's standard items, shall be provided, installed if applicable, by the contractor prior to delivery.

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

3.5.6.9 The manufacturer's certificate of origin will be made out to the State of New Jersey (or as instructed by the ordering agency, if the ordering agency is not a State agency), and presented at the time of delivery. Purchase order number and requisition number must be indicated on the upper left hand corner. Do not furnish the New Jersey Certificate of Title (certificate of ownership). The State will title the unit upon receipt of the manufacturer's certificate of origin.

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

3.5.7 WARRANTIES

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

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

3.5.8 WARRANTY REQUIREMENTS

3.5.8.1 The bidder will ensure that the manufacturer whose products are bid has a servicing dealer or service location within a reasonable distance from Trenton, NJ, deemed reasonable by the State, for warranty service/repair/recall. Users of this contract should contact the contractor in cases where warranty service/repair is to be performed at a place other than the original place of purchase to arrange for a servicing dealer within a closer proximity to their location.

3.5.8.2 The contractor is responsible for any warranty service/repair/recall, which will be at contractor's own expense. Events beyond contractor's control, such as lack of parts due to strikes and unforeseen acts of God, shall constitute valid reasons for delay in making necessary repairs. However, the State shall make such determination.

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

3.5.9 PAYMENT

3.5.9.1 Invoices will be processed for payment only after final acceptance of the units by the ordering agency and the delivery ticket has been signed off by an authorized representative of the ordering agency. Partial payments may be made for unit(s) accepted, if billed separately. Timely payment discounts will be taken if offered by the contractor. The State reserves the right to make payments directly or through a third party.

3.5.9.2 The State reserves the right to order units through a line of credit. For these orders, the contractor will receive a letter from the Director in lieu of a purchase order. Line of credit letters must be accepted by the contractor on the same basis as regular purchase orders. All terms and conditions that apply to purchase orders will apply to line of credit letters. Payment for both purchase orders and line of credit letters will be processed in accordance with 4.5 and 4.6 of this RFP's standard terms and conditions.

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

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.

The forms discussed herein and required for submission of a bid proposal in response to this RFP are available on the web at <http://www.state.nj.us/treasury/purchase/bid/summary/10x20379.shtml> unless noted otherwise.

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 accompanying this RFP. 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

The bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the “ORIGINAL” bid proposal.

The bidder should submit **one (1) full, complete and exact copy**, clearly marked “COPY” of the original.

Copies are necessary in the evaluation of the bid 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. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 BID PROPOSAL CONTENT

4.4.1 FORMS/PROOF OF REGISTRATION REQUIRED WITH BID 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 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.

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 (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. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form for this purpose.

4.4.1.4 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

FAILURE BY THE BIDDER TO SUBMIT A COPY OF ITS 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. Further information is provided in Section 1.1 of the NJ Standard Terms and Conditions version 07/27/07 accompanying this RFP.

4.4.2 FORMS REQUIRED BEFORE CONTRACT AWARD AND THAT SHOULD BE SUBMITTED WITH THE BID PROPOSAL

4.4.2.1 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.

4.4.3 SUBMITTALS

4.4.3.1 BIDDER EXPERIENCE - DATA SHEETS

The bidder must provide all of the information requested in the Bidder's Data Packet accompanying this RFP.

4.4.3.2 RFP SPECIFIC INFORMATION

4.4.3.2.1 LIST OF AFTERMARKET INSTALLERS

[Refer to 3.2.11](#)

4.4.3.2.2 THROUGH 4.4.3.2.3 RESERVED.

4.4.3.2.4 TECHNICAL COMPLIANCE DECLARATION

[Refer to 3.2.12](#)

4.4.3.2.5 MANUFACTURER'S INFORMATION

Bidders must complete and supply the name, address, phone number, fax number and e-mail address of prime unit and any aftermarket component manufacturers' regional representatives for each unit bid:

[Information has been provided by the contractor and will be made available upon request.](#)

4.4.3.3 PRODUCT LITERATURE/MANUFACTURER'S SPECIFICATIONS

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

4.4.4 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 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.

4.4.5 PRICING

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 bid proposal, the information requested on the RFP's pricing lines in sufficient detail as to allow the State to determine the firm, fixed bid 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 bid 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 for a period of 90 days. Every effort will be made to award the contract prior to the time period set forth above. However, upon the Director's request and by mutual consent, the State and the lowest first responsible Bidder and/or second lowest responsible Bidder and/or third lowest responsible Bidder may agree to extend the time the State may make an award.

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

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

4.4.7.1 There are eleven (11) price lines, grouped to create a total of three (3) awards: price line items 1 through 9 (Group 1) for marked Ford Crown Victoria police vehicle, price line item 10 (Group 2) for unmarked Ford Crown Victoria police vehicle, and price line item 11 (Group 3) for unmarked Chevrolet Impala police vehicle. Bidders shall bid on all price lines in a group to be a qualified bidder. Failure to do so shall cause bid rejection for that group. If a bid proposal is rejected, or determined to be non-responsive, for any price line item in a group, the entire bid proposal for the group shall be rejected, or determined to be non-responsive.

4.4.7.2 Price lines are grouped for bid evaluation purposes only. For example, using agency shall be able to order price line 1 item (equipment acquisition and installation for marked Ford Crown Victoria police vehicle) only or price line 1 item with any other optional items listed on price lines 2 through 9.

4.4.7.3 The unit is specified in two parts of the technical specifications of this RFP: Vehicle Specifications, Part I – Common Specifications (3.3) and Vehicle Specifications, Part II – Vehicle

Specific Requirements (3.4). Thus, price bid for any unit shall include, among other items, such as delivery and inspection, costs of Common Specifications and Vehicle Specific Requirements.

4.4.7.4 For a bid proposal to be considered and awarded, the bidder must provide all submittals – Signatory Page, Standard RFP Forms, Bidder Data Sheet, RFP specific information (RFP text), Price Sheet, Product Literature and Cooperative Purchasing Form – and satisfy Business Registration requirement.

4.4.7.5 IMPORTANT NOTE: Bidders are strongly advised not to take any deviation or substitution.

4.4.7.6 and 4.4.7.7 Reserved.

4.4.7.8 IMPORTANT NOTE: Bidders are reminded of the requirement stated in 4.3. Bidders 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. Both the original bid proposal and copy bid proposal should include all required submittals along with all documents downloaded (and duly completed) from the DPP web site **in the following order:** Signatory page, any Addenda to the RFP, Standard RFP text, Ownership Disclosure Form, Affirmative Action Forms, MacBride Principles Certification, Disclosure of Investigations and Actions Involving Bidder, Bidder's Data Packet, Cooperative Purchasing Form, Business Registration documentation, Price Sheets and product literature/manufacturer's specifications (Section 4.4.3.3).

4.4.7.9 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.

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

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

4.4.7.12 Quantity (third column - "quantity") shown on each price line is for bid evaluation purposes only. The State guarantees neither any minimum or average or maximum quantity per order nor total quantity during contract term, including any extension thereof.

4.4.7.13 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.

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

4.4.7.15 IMPORTANT NOTE: Bidders are reminded of the requirement stated in Section 4.3. Bidders 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.

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 accompanying this RFP.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions 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 five 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) or more 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 Agency is authorized to order and the contractor is authorized to ship only those items covered by the contract resulting from this RFP. If a review of orders placed by the Using Agency reveals 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 RESERVED.

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 PRICE INCREASE (PREVAILING WAGE)

If the Prevailing Wage Act (N.J.S.A. 34:11-56 et seq.) is applicable to the contract, the contractor may apply to the Director, on the anniversary of the effective date of the contract, for a contract price increase. The contract price increase will be available only for an increase in the prevailing wages of trades and occupations covered under this contract during the prior year. The contractor must substantiate with documentation the need for the increase and submit it to the Director for review and determination of the amount, if any, of the requested increase, which shall be available for the upcoming contract year. No retroactive increases will be approved by the Director.

5.11 PUBLIC WORKS CONTRACT – ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT

N.J.S.A. 10:5-33 requires that:

During the performance of this contract, the contractor agrees as follows:

a) The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;

b) The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;

c) The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5.12 CONTRACT ACTIVITY REPORT

As required by paragraph 3.19 of the NJ Standard Terms and Conditions version 07/27/07 accompanying this RFP, contractor(s) must provide, on a calendar quarter basis, to the assigned Purchase Bureau 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.

Contractors must submit the required information in Microsoft Excel format.

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

5.13 RESERVED.

5.14 STATE'S OPTION TO REDUCE SCOPE OF WORK

The State has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director shall provide advance written notice to the contractor.

Upon receipt of such written notice, the contractor will submit, within five (5) working days to the Director and the State Contract Manager, an itemization of the work effort already completed by task or subtask. The contractor shall be compensated for such work effort according to the applicable portions of its price schedule.

5.15 SUSPENSION OF WORK

The State Contract Manager may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.16 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Section 3.11 of the NJ Standard Terms and Conditions version 07/27/07 accompanying this RFP.

If it becomes necessary for the contractor to substitute a subcontractor, add a subcontractor or substitute its own staff for a subcontractor, the contractor will identify the proposed new subcontractor or staff member(s) and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution or addition.

The contractor must provide detailed resumes of its proposed replacement staff or of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the contractor in its bid proposal.

The contractor shall forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval.

No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

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 necessarily listed in order of importance:

6.1.1 Group price.

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.

6.2 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.

After reviewing bid proposals, the Buyer or the Evaluation Committee (generically, the "evaluation committee") may ask one, some or all of the bidders 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 bid 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 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.

6.2.1 EVALUATION OF THE BID PROPOSALS

After the Evaluation Committee completes its evaluation, it recommends to the Director for award the responsible bidder(s) whose bid 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 6.4 below, the Director reserves the right to negotiate price reductions with the selected vendor.

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.

6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

After evaluating bid proposals, the evaluation committee may enter into negotiations with each bidder in the competitive range, unless there are too many highly rated proposals to evaluate efficiently. In this situation, the State may limit the competitive range to the number of proposals that will permit efficient competition among the most highly rated proposals. The primary purpose of negotiations is to maximize the State's ability to get the best value, based on the requirements and evaluation criteria set forth in the RFP. Negotiations may involve the identification of significant proposal weaknesses, ambiguities and other deficiencies that could limit a bidder's award potential, including price. More rounds of negotiations may be held with one bidder in the competitive range than with another. Negotiations will be structured to safeguard information and ensure that all bidders in the competitive range are treated fairly.

When the evaluation committee determines to conclude negotiations, all bidders in the competitive range will be so notified and advised of the time and place for submission of best and final offers. The best and final offer can modify any aspect of the bid proposal, provided mandatory RFP requirements are satisfied and further provided that the revised price proposal is not higher than the original price proposal. Any revised price proposal that is not equal to or lower in price than the original price proposal will be rejected as non-responsive.

Evaluation of the best and final offers will be on the basis of price and the evaluation criteria set forth in the RFP. If, after review of the best and final offers, clarification is required, it may be sought from the bidders. If further negotiation is desired after evaluation of the revised proposals, it will be followed by another BAFO opportunity. The State reserves the right to reassess the competitive range before proceeding with a subsequent round of negotiations and BAFO submissions and to remove from the competitive range any proposal that is no longer considered to be a leading contender for award.

After evaluation of the final BAFO submissions, the evaluation committee will recommend to the Director for award the responsible bidder(s) whose bid proposal(s), conforming to the RFP, is most advantageous to the State, price and other factors considered. The Director may accept, reject or modify the recommendation of the Evaluation Committee. The Director may negotiate further reductions in price with the selected bidder.

Negotiations will only be conducted in those circumstances where they are deemed by the State to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, bidders are advised to submit their best technical and price proposals in response to this RFP, because the State may, after evaluation, make a contract award based on the content of these initial submissions, without further negotiation 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.

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.

7.1.2 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, 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 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.

7.2 FINAL CONTRACT AWARD

A total of three awards, one for each group, shall be made with reasonable promptness by written notice to that responsible bidder, whose bid proposal, conforming to this RFP, is 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.

7.4 PERFORMANCE BOND

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 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 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/lsses/pubcon.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.

State of New Jersey Standard Terms and Conditions

Applicable to all advertised DPP Procurements unless otherwise indicated

- 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

State of New Jersey

Standard Terms and Conditions

Applicable to all advertised DPP Procurements unless otherwise indicated

\$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

Standard Terms and Conditions

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

Standard Terms and Conditions

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.

State of New Jersey Standard Terms and Conditions

Applicable to all advertised DPP Procurements unless otherwise indicated

- 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.

State of New Jersey

Standard Terms and Conditions

Applicable to all advertised DPP Procurements unless otherwise indicated

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.

State of New Jersey Standard Terms and Conditions

Applicable to all advertised DPP Procurements unless otherwise indicated

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.

State of New Jersey

Standard Terms and Conditions

Applicable to all advertised DPP Procurements unless otherwise indicated

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.

State of New Jersey
Standard Terms and Conditions

Applicable to all advertised DPP Procurements unless otherwise indicated

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.



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
33 West State Street
P. O. Box 230
Trenton, New Jersey 08625-0230

JON S. CORZINE
Governor

R. DAVID ROUSSEAU
State Treasurer

June 18, 2009

Bidder: _____

To: All Interested Vendors

Re: RFP #: 09-R-20766 – 10-X-20379 – Equipment Acquisition and Installation for Marked and Unmarked Police Vehicles (T-1786)

Bid Due Date: **June 30, 2009** (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. **(See pages 2 through 6)**

Part 2: Additions, Deletions, Clarifications and Modifications to the RFP. **(See pages 6 and 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

**Equipment Acquisition and Installation for Marked and Unmarked Police Vehicles
Bid Number: 10-X-20379 (T-1786)**

#	Page #	RFP Section Ref.	Question	Answer
1	11 of 43	3.2.11	Can the State clarify what its expectations are on this point as there are multiple manufacturers?	As stated in Section 3.2.11 of the RFP, any intent to utilize aftermarket installers must be described in Section 3.2.11.5 with a list of aftermarket installer(s), other than the prime unit manufacturer, who will supply or install all aftermarket items required. If the bidder is a dealer or distributor for the aftermarket equipment, the bidder must so state in Section 3.2.11.5 and will be solely responsible for the equipment, installation and warranty.
2	15 of 43	3.3.9.1	During the warranty period meaning manufacturer's warranty period? Is the vendor responsible for repairs that may not be covered by warranty and any labor charges not covered under the manufacturer's warranty that may be incurred? And is that for all manufacturers' equipment? What is the warranty period?	Section 3.3.9.1 refers to manufacturer's warranty period. A contractor would not be held responsible for repairs outside of stated warranty periods. The warranty requirement applies to all equipment covered under the resulting contract. Each equipment comes with its own warranty
3	17 of 43	3.3.9.10	Will the State provide the contact names and publish the criteria set forth by Dell Computers, and Link Communications to be certified to install these products?	Section 3.3.9.10 requires the installer to be Dell and Link Communications certified. It is expected of a bidder, or a third party installer, to be not just aware of these criteria but also be certified as required. It is not within the scope of this RFP to publish such criteria. Interested vendors should contact Dell and Link Communications on their own for installer's certification for future use.
4	22 of 43	3.4.1.7.1	Is onsite maintenance required by all bidders, If yes, can this be subcontracted to the manufacturer of the equipment	Onsite maintenance can be subcontracted to the manufacturer of the video recorder. Section 3.2.11 of a bid proposal must provide such disclosure. Primary vendor will get the initial call

#	Page #	RFP Section Ref.	Question	Answer
			by the awarded bidder?	for service, however.
5	22 of 43	3.4.1.8	Is this an hourly rate that is to be provided? Is the varying equipment to be provided with all materials and necessary parts to complete installation or with additional materials be able to be billed separately?	Please provide hourly labor rate. All provided parts are expected to be complete and ready to install. If it is determined that an additional parts is required, the agency will be contacted and the replacement part will be provided or authorization will be granted for the vendor to provide new. This part will be billed outside of the contract.
6	-	Attachment #1 (Acceptance Process Flow Chart)	Will the vehicle contract holder be required to provide up to date scheduled delivery times so that awarded contractor may schedule completion of vehicles? The flow chart allows a max 19 days from date of arrival to date of delivery for inspection by State.	This flow chart is simply a thumbnail of how the process works for new bidders.
7	24 of 43	3.4.4	Could you please verify the accuracy of the carol cable specifications?	The carol cable list indicated in the RFP is correct as stated.
8	7 of 43	1.4.5	When would bids be opened and read?	The bids will be opened and publicly read at the Purchase Bureau, 9 th Floor Bid Room, on June 30, 2009 at 2:00 pm, as stated in Item #1 on the Signatory page.
9	19 of 43	3.4.1.1	Will the ordering State agency be able to purchase and provide other equipment such as, Whelen, Havis-Shields, Big Sky etc. that is available at a cost significantly less on Bid index # T-0106? Or Will State contract pricing be available to the installing vendor, for utilization on NJSP 10-X-20379, # T1786, as with bid index T-0109 (Radio communications equipment and accessories)?	It is not the intent of the agency to utilize contracts outside of T-1786 with the exception of the stated Motorola and SPEN radios. T-1786 is a turnkey operation. This is why Section 3.3.9.10 states, in the third paragraph, "Bidders must match or do better than the prevailing State contract prices...." However, if necessary, a State agency will be able to purchase any equipment under other State contract and provide to T1786 contractor.

#	Page #	RFP Section Ref.	Question	Answer
10	19 of 43	3.4.1.2	<p>Is the lightbar specification for SS8NJSP 49", the same as what is currently being used by NJSP?</p> <p>Provide an exact configuration/specification for a Whelen SS8NJSP. Provide exact configuration/specification for Whelen Avengers item #'s AVN1RNJSP and AVN1BNJSP.</p>	<p>SS8NJSP 19" is the same light bar currently in use.</p> <p>Specifications for Whelen products should be available from manufacturer.</p>
11	Price Page	Price Line Item 7	Is this price line to include the DVR recorder or is it for labor only?	DIVR and labor (similar to the current T-1786's MobileVision MVR line).
12	Price Page	Price Line Item 8	Is this line for Labor? Parts? Programming?	Includes all repairs at no cost to state, similar to vehicle warranty period.
13	Price Page	Price Line Item 9	Is installation for new? Or reconditioned surplus Whelen and Havis-Shields equipment?	Line is for surplus items harvested from turned in vehicles. These items would be refurbished and suitable for installation.
14	15 of 53	3.3.8	<p>Section 3.3.8 states that (12) vehicles must be delivered at minimum every week, within (15) days working days of the notification to the ordering agency that vehicles have been drop-shipped.</p> <p>When the Vendor receives all or 50% of the vehicles, would the requirement of 12 vehicles have precedence, as opposed to the expectation of all of the units being completed within 15 days?</p>	12 vehicles per week would take precedence.

#	Page #	RFP Section Ref.	Question	Answer
15	-	Attachment #1 (Acceptance Process Flow Chart)	<p>The Acceptance Process Flow Chart (Attachment #1) The Process has the vehicles onsite for more than the designated 15 days. The Flow Chart shows 72 hours for Inspection / Notifying the agency, 24 hours for notifying the agency that the vehicles have passed inspection, 15 business days for installation, and another 24 hours for delivery. Section 3.3.8 states that the vendor must deliver those vehicles within (15) working days?</p> <p>Which requirement has precedence Section 3.3.8 or the Process Flow Chart?</p>	Section 3.3.8 of the RFP would take precedence.
16	19 of 43	3.4.1.1	<p>Radar Bracket with Jack - Please provide the make and model of the radar to mounted on bracket to ensure correct component is utilized.</p> <p>Can you please provide a contact/source for R&R Electronics?</p>	<p>Make: MPH, Model: K55.</p> <p>Any staff person will suffice. Simply state inquiring about bracket State Police uses. 762 White Horse Pike Atco, NJ 08004 Telephone #: (856) 767-7734</p>
17	17 of 43	3.3.9.10	<p>Bidders must match or do better than the prevailing State contract prices.</p> <p>The specified contract vendor of the DIVR, Link Communications, is currently in negotiations with the State regarding their contact and pricing (T1058), and has been instructed to not release pricing until the contract is finalized. Potential bidders cannot</p>	The hope here is that competition will result in actual better pricing for the MDC. The statement about match or do better simply puts a ceiling on the bid price. Bidders have the MDC specifications. They should communicate with the manufacturer in an attempt to achieve bulk pricing or economies of scale.

#	Page #	RFP Section Ref.	Question	Answer
			receive pricing on these components. In the event pricing is unavailable will the State accept bids that specify simply "prevailing contract price"?	
18	22 of 43	3.4.1.8	Both Whelen and Havis components are specified as surplus items that may be provided by the Agency. These components are shipped by the manufacturer with installation hardware. We would expect the Agency to provide the hardware as the cheapest option for the State, but often during the removal of the consoles technicians will lose the hardware. Will the Agency include all of the hardware as would be provided with new components, or will the contractor be permitted to provide price quotes on missing hardware?	All provided parts are expected to be complete and ready to install. If it is determined that an additional part is required, the agency will be contacted and the replacement part will be provided or authorization will be granted for the vendor to provide new. This part will be billed outside of the contract.

PART 2

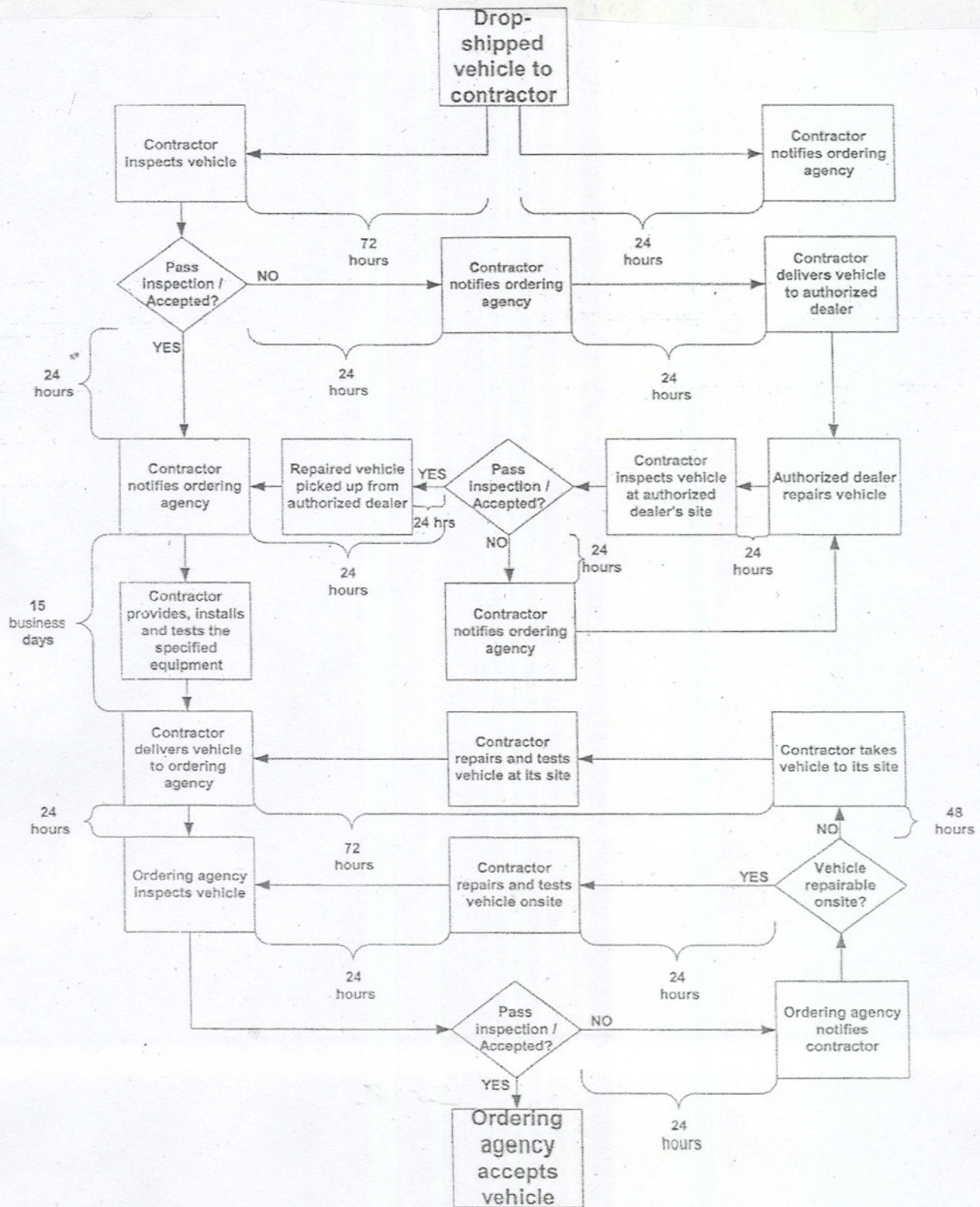
Additions, Deletions, Clarifications and Modifications to the RFP

**Equipment Acquisition and Installation for Marked and Unmarked Police Vehicles
Bid Number: 10-X-20379 (T-1786)**

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1	17 of 43	3.3.9.9	Section 3.3.9.9, first sentence is revised to read: "The contractor shall provide and install shotgun mount with key override color coded red, all keyed alike (see parts list, 3.4.1.1), mounted to the partition (see parts list, 3.4.1.1) in a vertical position."

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
2	Signatory Page and 35 of 43	5.2	The contract term is revised to three years.
The bid opening date of June 30, 2009 remains unchanged.			

ATTACHMENT #1: ACCEPTANCE PROCESS FLOWCHART (T-1786) 10-X-20379



ATTACHMENT #2: NEW CAR CHECKLIST (T-1786) 10-X-20379

Car # : _____ Serial # : _____

Year: _____ Make: _____ Model: _____ Color: _____

Inspected By: _____ Inspection Date: _____

Accepted By: _____ Acceptance Date: _____

Pass	Fail	
<input type="checkbox"/>	<input type="checkbox"/>	Check body for paint and dents, all glass
<input type="checkbox"/>	<input type="checkbox"/>	Check all options
<input type="checkbox"/>	<input type="checkbox"/>	Check tilt wheel (if equipped)
<input type="checkbox"/>	<input type="checkbox"/>	Check power door locks and windows
<input type="checkbox"/>	<input type="checkbox"/>	Check engine oil cooler
<input type="checkbox"/>	<input type="checkbox"/>	Check all lines, hoses and couplings for leaks and routing
<input type="checkbox"/>	<input type="checkbox"/>	Check all emission controls
<input type="checkbox"/>	<input type="checkbox"/>	Check all lights (interior and exterior)
<input type="checkbox"/>	<input type="checkbox"/>	Check water leaks inside car and trunk
<input type="checkbox"/>	<input type="checkbox"/>	Check doors, hood, deck lid, etc. for proper alignment
<input type="checkbox"/>	<input type="checkbox"/>	Check air bag system
<input type="checkbox"/>	<input type="checkbox"/>	Check spare tire and jack
<input type="checkbox"/>	<input type="checkbox"/>	Check tire size: _____
<input type="checkbox"/>	<input type="checkbox"/>	Check brakes
<input type="checkbox"/>	<input type="checkbox"/>	Check air conditioning, heater and rear window defroster
<input type="checkbox"/>	<input type="checkbox"/>	Check windshield wipers and washer
<input type="checkbox"/>	<input type="checkbox"/>	Check AM/FM radio
<input type="checkbox"/>	<input type="checkbox"/>	Check all engine pulleys for alignment and belt tension
<input type="checkbox"/>	<input type="checkbox"/>	Check all suspension for tightness
<input type="checkbox"/>	<input type="checkbox"/>	Check rear axle ratio: _____
<input type="checkbox"/>	<input type="checkbox"/>	Check exhaust system, heat shields, etc.
<input type="checkbox"/>	<input type="checkbox"/>	Check all nuts, bolts and fasteners
<input type="checkbox"/>	<input type="checkbox"/>	Check alternator, amp output: _____
<input type="checkbox"/>	<input type="checkbox"/>	Check wheel covers
<input type="checkbox"/>	<input type="checkbox"/>	Check tire pressure
<input type="checkbox"/>	<input type="checkbox"/>	Check interior for rips and dirt
<input type="checkbox"/>	<input type="checkbox"/>	Check engine displacement: _____ no. of cylinders: _____
<input type="checkbox"/>	<input type="checkbox"/>	Check fuel management system
<input type="checkbox"/>	<input type="checkbox"/>	Check holes in firewall for radio/overhead light wiring

Road test and check for proper operation of steering, brakes, gauges, acceleration and transmission shift quality.

REMARKS: _____

