

# National Joint Powers Alliance® (herein NJPA)

together with

## The State of Georgia (herein GEORGIA)

hereby issue this

### Request for Proposal (herein RFP)

for the procurement of

#### **PUBLIC MASS TRANSIT AND TRANSPORTATION RELATED VEHICLES WITH ACCESSORIES AND ATTACHMENTS,**

#### **RFP Opening**

2:00 p.m.

At the offices of the

National Joint Powers Alliance®

200 First Street Northeast, Staples, MN 56479

**RFP #022209**

The National Joint Powers Alliance®, together with the State of Georgia issues this Request For Proposals (RFP) to provide PUBLIC MASS TRANSIT AND TRANSPORTATION RELATED VEHICLES WITH ACCESSORIES AND ATTACHMENTS, to NJPA, and current and qualified NJPA Members from government, education, and non-profit agencies in all 50 states, and with potential international distribution. Specifications and details of this RFP are available beginning January 18, 2010 and continuing until February 10, 2010. Specification may be obtained by letter of request to Gregg Meierhofer, NJPA, 200 First Street Northeast, Staples, MN 56479, or e-mail at [RFP@njpacoop.org](mailto:RFP@njpacoop.org). Sealed Bids will be received until February 22, 2010 at 2:00 p.m. at the above address. NJPA reserves the right to reject any and all bids.

**The text above is the Public Notice to Bidders to be used by NJPA.**

#### **RFP Timeline**

January 18, 2010

February 3, 2010 10:00 AM

Central Time

February 10, 2010

February 22, 2010

• *Publication of RFP*

• *Pre-Bid Conference (webcast – conference call)*

• *Deadline for requests, questions and answers relating to this RFP*

• *Deadline for Submission of Bids, and Public Opening of bids*

*Direct questions regarding this RFP to:*

*Gregg Meierhofer at [rfp@njpacoop.org](mailto:rfp@njpacoop.org) or (218)894-1930*

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The information presented in the appendices are a part of this RFP and serve a dual purpose. They are positioned allowing NJPA Members (bus Buyers) in sequential manner, allowing bus buyers to extract incorporate their particular requirements and make part of their purchase documents.

Bus buyers must complete the fill-in-the-blank portions of the appendices below for each applicable purchase from an awarded Vendor.

Appendix 1: APTA Section 3 General Conditions, Terms and Conditions

Appendix 2: APTA Section 4 Special Provisions

Appendix 3: APTA Section 5 Federal Requirements

Appendix 4: APTA Section 7 Warranty

Appendix 5: APTA Section 8 Quality Assurance

Appendix 6: APTA Section 9 Forms and Certifications

Appendix 7: APTA Section 11 Liquidated Damages Calculations

Appendix 8: Federal Requirements and Clauses

Appendix 9: FTA Protests, Changes and Modifications, Disputes, Claims, Litigation, and Settlements

Appendix 8: FTA Master Agreement

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**Note:** APTA Sections 1,2, and 10 are intentionally not included herein as this information is essentially represented elsewhere in this RFP. APTA Section 6 is included in “Attachment 2” below.

Attachment 1: NJPA Pricing Sheet

Attachment 2: NJPA Transit Buses Specifications (APTA Section 6 Specifications included herein for transit buses.)

# 1 INTRODUCTION

## A. ABOUT NJPA

**1.1** The National Joint Powers Alliance®- (NJPA)- is a Government Service Cooperative created by Minnesota Legislative Statute §123A.21 with the directive and commitment to offer, among other things, cooperative procurement services to its membership. Eligible membership includes cities, counties, governmental agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations. This Minnesota Statute also allows for service to NJPA Member agencies in Minnesota and all other states.

**1.2** To this end, NJPA has established a series of procurement contracts with various Vendors of products and services which NJPA Members desire to procure. These procurement contracts are created in compliance with Minnesota Municipal Contracting Laws as they apply to NJPA.. A complete listing of NJPA cooperative purchasing contracts can be found at [www.njpacoop.org](http://www.njpacoop.org).

**1.3** NJPA's publicly elected Board of Directors calls for all bids, awards all Contracts, and hosts those resulting Contracts and offers them for the benefit of its Membership.

## B. ABOUT THE STATE OF GEORGIA AND OTHER STATE AGENCIES

**1.4** The State of Georgia co-solicits this RFP with NJPA. The state of Georgia is comprised of 154 State Agencies, Boards, Commissions and Authorities. There are 159 counties in Georgia and Georgia is currently ranked as the 17th largest economy in the world. The Georgia Department of Administrative Services (DOAS) has oversight responsibilities for state procurement activities of the agencies that fall under the State Purchasing Act. DOAS has coordinated with Georgia transit agencies and other bus buyers, the Georgia Department of Transportation, the Georgia Regional Transit Administration, the Metropolitan Atlanta Regional Transit Administration (MARTA), and the Universities that fall under the Board of Regents. DOAS has decided to partner with NJPA to develop a national transit bus contract to aggregate purchases for the best purchase value.

**1.5** Certain Agencies of Georgia may procure goods and services from the anticipated procurement contract resulting from this RFP. All governmental entities in Georgia may buy off this contract and will be encouraged to buy off this contract due to the expected increased savings as a result of the aggregated buying power. Georgia's annual estimated requirements are over \$40 million dollars from all state, county, or city governments. The Federal Transit Administration (FTA), subsidized funding for up to 85% of transit and para- transit buses nationally, which represents spend in excess of \$1.7 billion dollars<sup>1</sup> for 2008 and 2009 based on the most recent APTA vehicle data report. This spend data is based on historical information and does not guarantee a minimum or maximum volume of purchases. In addition non-FTA transit and para-transit buses are purchased by State Departments, Agencies, Authorities, Boards, Commissions, Offices, Parishes, Commonwealths, Colleges, and Universities, as well as Cities, Townships, Counties, non-profits and other political subdivisions who are members of NJPA. NJPA membership is free.

## C. CO-SOLICITED AND EVALUATED

**1.6** NJPA and GEORGIA co-solicit this IFB/RFP. Except for where GEORGIA is specifically called out, for the purposes of this document, hereinafter NJPA shall be read as "NJPA and Georgia", and NJPA and NJPA Members shall be read as "NJPA and NJPA Members together with GEORGIA and its various

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<sup>1</sup> Calculations based 2009 APTA Vehicle Report data

agencies.”

**1.7** NJPA and GEORGIA will co-evaluate bid responses to this RFP.

#### **D. JOINT EXERCISE OF POWERS LAWS**

**1.8** NJPA cooperatively shares its competitively bid contracts with its Members nationwide through various “Joint Exercise of Powers Laws” established in Minnesota and most other states. The Minnesota “Joint Exercise of Powers Law” is Minnesota Statute §471.59. The Minnesota “Joint Exercise of Powers Law” states “Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties...” Similar Joint Exercise of Powers Laws for each State of the United States can be found on our website at <http://www.njpacoop.org/LEARN/About/Legal.html> and clicking on that state at the bottom of the web-page.

#### **E. WHY BID A NATIONAL COOPERATIVE PROCUREMENT CONTRACT**

**1.9** Cooperative Procurement Contracts create value for both governmental buyers and their Vendors of products and services in two ways:

**1.9.1** We **save the time and effort** of many governmental buyers bringing individual procurement bids AND the time and effort of the Vendors in responding individually to those invitations. A single invitation for a cooperatively held contract can replace potentially **thousands** of invitations for the same items from individual NJPA Members.

**The resulting contract from this solicitation is to establish a network of suppliers who can provide transit buses to any government or nonprofit entity throughout the United States and Canada. Our intent is to engage suppliers at the highest level who will provide access to a broad dealer network.**

**1.9.2** We earn **volume purchasing discounts** which are passed on to our Members. The awarded bid response is likewise exposed to thousands of potential purchasing units nationwide.

**1.9.3** We offer our Members **the ability to exercise choice** in the selection of good-better-best quality/price, and the choice of proven-current-leading edge technology solutions for their needs.

**1.10** State laws that permit or encourage cooperative purchasing contracts do so with the belief that lower prices, better overall value and time savings will be the result.

**1.11** The collective purchasing power of thousands of NJPA Members nationwide offer resulting from this RFP, substantial volume is anticipated and volume pricing is requested.

**1.12** NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Pre-competed procurement contracts offer NJPA and its Members the ability to more directly compare non-price factors in their procurement analysis and it offers Vendors the opportunity to display those attributes without the timing and interpretation constraints of a typical individual bidding process.

## F. THE INTENT OF THIS RFP

**1.13** IFB/RFP: Regardless of the title applied to this effort, the intent of this document is to establish a contract for the procurement of **PUBLIC MASS TRANSIT AND TRANSPORTATION RELATED VEHICLES WITH ACCESSORIES AND ATTACHMENTS** which is in full compliance with applicable Minnesota and Georgia law as they apply to NJPA and GEORGIA respectively. With regard to Minnesota this document shall be considered brought as an Invitation For Bid (IFB), and with regard to GEORGIA and the Federal Transit Administration this document shall be considered brought as a Request For Proposal (RFP).

**1.14** The intent of this bid is to invite responses from qualifying manufacturers. Bidders demonstrating a solution which meets or exceeds the needs of NJPA or NJPA Members within the scope of **PUBLIC MASS TRANSIT AND TRANSPORTATION RELATED VEHICLES WITH ACCESSORIES AND ATTACHMENTS**. Qualifying Bidders must be able to demonstrate the knowledge of applicable industry standards, laws and regulations; and the ability to both market to and service NJPA Members in all 50 states, with potential to serve internationally. All bids received will be evaluated based on (among other factors) their ability to provide the greatest utility to NJPA and NJPA Members and across the widest spectrum of products and services.

**1.15** A response to this RFP can be in the form of a Line-Item Pricing. NJPA desires a relationship with a vendor(s) providing a broad array of equipment, products, accessories and services within the **PUBLIC MASS TRANSIT AND TRANSPORTATION RELATED VEHICLES WITH ACCESSORIES AND ATTACHMENTS** industry. Those products and services must be those most used and desired by NJPA and NJPA Members.

**1.16 Non-Manufacturer Awards:** NJPA reserves the right to make an award related to this invitation to a non-manufacturer if such action is in the best interests of NJPA and NJPA Members.

**1.17 Multiple Awards:** NJPA reserves the right to award a Contract to multiple Bidders where the responding Bidders are deemed to lack the ability to appropriately service a national contract or such action is deemed to be in the best interests of NJPA and NJPA Members

**1.18 Award by Board of Directors:** An Award of Contract may be made by the NJPA Board of Directors based on the recommendation of the NJPA Bid Review Committee and on the best interests of NJPA and NJPA Members. NJPA is seeking a Prime or Exclusive Vendor relationship(s) to meet this need. The goal and intent of this RFP is to follow through with a bid award and executed Vendor Agreement to be marketed through the NJPA to its participating members.

**1.19 Best Responsive – Responsible Bidder:** It is the intent of the NJPA to award an Contract to the best responsible and responsive Bidder(s) offering the best overall quality and selection of products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Bidder’s response has been submitted in accordance with the requirements of this RFP.

**1.20 Sealed Bids:** NJPA will receive sealed bid responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and municipal contracting law. Awards may be made to responsible and responsive Bidders whose bids are determined in writing to be the most advantageous to NJPA and its current or future NJPA Members.

**1.21 Sole Source of responsibility-** NJPA desires a “Sole Source of Responsibility” Vendor meaning the Vendor will take sole responsibility for the performance of delivered products and services. NJPA also desires a sole source of responsibility with regard to:

**1.21.1 Scope of Products and Services:** NJPA desires a providers of the broadest possible scope of the goods and services being bid over the largest possible geographic area and to the largest possible cross-section of NJPA Members.

**1.21.2 Use of Sub-Contractors in sourcing or delivering goods and services:** NJPA desires a single source of responsibility for products and services bid. Bidder’s are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Bidder and are involved in providing or delivering the goods and services being bid. Vendor assumes all responsibility for the products and actions of any such Sub-Contractor. NJPA reserves the right to require relational documentation deemed necessary by NJPA for any and all third party relationships necessary to carry out the Proposer’s response

## G. SCOPE OF THIS BID

### **1.22 Solutions Based Invitation:**

**1.22.1** All potential Bidders are assumed to be professionals in their respective fields. As professionals you are deemed to be intimately familiar with the spectrum of NJPA and NJPA Member’s needs and regulatory requirements with respect to the Bidder’s products and services.

**1.22.2** With this intimate knowledge of NJPA and NJPA Member’s needs, Bidders are instructed to provide their bid response in a format describing their solutions to those current and future needs and requirements.

**1.22.3** Multiple solutions to the needs of NJPA and NJPA Member’s are possible. Examples could include:

**1.22.3.1** Turn-Key Solutions: A Turn-Key Solution is combination of materials and services which provides a single price for materials, delivery, and installation to a properly operating status. Generally this is the most desirable solution as NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

**1.22.3.2** Proven – Accepted – Leading Edge Technology: Where appropriate and properly identified, Bidders are invited to provide the CHOICE of an appropriately identified spectrum of technology solutions to NJPA and NJPA Member’s needs both now and into the future.

**1.23** FTA compliant and non-FTA units: Bidder’s shall separately identify and price FTA

compliant and non-FTA units and provide the appropriate certifications with each FTA compliant unit both bid and delivered under this RFP and any resulting contract.

**1.24** Geographic Area to be Bid: This RFP invites bids to provide PUBLIC MASS TRANSIT AND TRANSPORTATION RELATED VEHICLES WITH ACCESSORIES AND ATTACHMENTS to NJPA and NJPA Members throughout the entire United States and possibly internationally. Bidders will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability to serve Canada, for instance, will be viewed as a value-added attribute.

**1.25** Manufacturer as a Bidder: If the Bidder is a Manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that Manufacturer's Dealer Network. Unless stated otherwise, a Manufacturer or wholesale distributor bidder is assumed to have a documented relationship with their Dealer Network where that Dealer Network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the Manufacturer or wholesale distributor Bidder. Any such dealer will be considered a sub-contractor of the Bidder/Vendor. The relationship between the Manufacturer or wholesale distributor Bidder and its Dealer Network may be proposed at the time of the bid submission if that fact is properly identified.

**1.26** Dealer/Re-seller as a Bidder: If the Bidder is a dealer or re-seller of the products and/or services being bid, the response will be evaluated based on the Bidder's authorization to provide those products and services from their manufacturer. Where appropriate, Bidders must document their authority to offer those products and/or services.

**1.27** Contract Term: NJPA is seeking a Contract base term of 4 years subject to annual renewals as allowed by Minnesota Contracting Law. Full term is expected, however will only occur through successful annual renewals.

**1.28** Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of the NJPA Members. NJPA and/or its members reserve the right to obtain like goods and services from another source.

**1.29** Minimum/Maximum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the competitiveness of the proposals and the actual needs of the NJPA Members.

**1.29.1** GEORGIA historical annual volume through the contract contemplated herein for both mandatory and non-mandatory purchases through its various agencies is estimated to be in excess of 40 million dollars. Nationally volume should represent a portion of the sales in the table below:

**U.S. AVERAGE NEW VEHICLE (BUS) VOLUME AND COSTS FOR 2008 AND 2009 VEHICLES BY TYPE**

<b>Bus Type</b>	<b>Number Sold</b>	<b>Average Cost</b>	<b>Estimated Sales</b>
Bus, articulated (>=55')	<b>337</b>	<b>820,719</b>	<b>\$276,582,303</b>
Bus, double-deck (2 levels, one above the other)	<b>94</b>	<b>408,300</b>	<b>\$38,380,200</b>
Bus, intercity (>=32'6", 1 door, luggage bays)	<b>166</b>	<b>491,731</b>	<b>\$81,627,346</b>
Bus, suburban (>=27'6", 1 door, no luggage bays)	<b>108</b>	<b>341,608</b>	<b>\$36,893,664</b>
Bus, transit (>=27'6", 2 doors)	<b>3031</b>	<b>420,721</b>	<b>\$1,275,205,351</b>
Bus, trolley (any length, design imitates streetcar)	<b>25</b>	<b>409,192</b>	<b>\$10,229,800</b>
Small vehicle (<27'6", minibus, van, car, SUV)	<b>153</b>	<b>92,188</b>	<b>\$14,104,764</b>
	<b>3914</b>		<b>\$1,733,023,428</b>

*Figures taken from Table 22, 2009 APTA Vehicle Report*

**1.30** Estimated Contract Volume: **The data available to estimate the quantities for a national cooperative contract for all lines of buses is very limited or nonexistent.** The volume below is representative of potentially estimated sales nationally. This contract will be made available to all government and nonprofit entities in the United States and Canada. Estimated quantities and sales volume are based on potential usage by NJPA and NJPA Members. NJPA membership is free.

<b>Bus Type</b>	<b>Annual Estimates</b>	<b>Contract Life Estimates</b>	<b>These numbers are estimated potential volumes for FTA compliant vehicles. There is no data to estimate non-FTA compliant vehicle sales and there is no limits to those potential sales.</b>
Bus, articulated (>=55')	<b>300</b>	<b>1200</b>	
Bus, double-deck (2 levels, one above the other)	<b>100</b>	<b>400</b>	
Bus, intercity (>=32'6", 1 door, luggage bays)	<b>300</b>	<b>1200</b>	
Bus, suburban (>=27'6", 1 door, no luggage bays)	<b>150</b>	<b>600</b>	
Bus, transit (>=27'6", 2 doors)	<b>2200</b>	<b>8800</b>	
Bus, trolley (any length, design imitates streetcar)	<b>75</b>	<b>300</b>	
Small vehicle (<27'6", minibus, van, car, SUV)	<b>3000</b>	<b>12000</b>	

*Figures taken from Table 22, 2009 APTA Vehicle Report*

*These estimates are not guaranteed*

*Based on the competitiveness of this bid and the ability for larger transit entities to receive lower volume discounted price from the ceiling price.*

**1.31** Largest Possible Solution: If applicable, Contracts will be awarded to Bidder(s) able to deliver a bid meeting the entire needs of NJPA and NJPA Members within the scope of this RFP. NJPA prefers Bidders submit their complete product line of products and services described in the scope of this bid. NJPA reserves the right to reject specific products bid as a part of the award.

**1.32** Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally. Membership with NJPA is voluntary and free to the entities listed herein.

**1.33 Bidder's Commitment Period:** In order to allow NJPA the opportunity to evaluate each bid thoroughly, NJPA requires that any response to this solicitation be valid and irrevocable for ninety (90) days after the date bids were opened regarding this RFP.

## **H. SPECIFICATIONS FOR PRODUCTS AND SERVICES BEING BID-Line Item listing** (Attachment 2)

**1.34 Industry Specifications and Standards:** Except as contained herein and in attachment 2, the specifications for this RFP shall be those accepted guidelines set forth from time to time by the **PUBLIC MASS TRANSIT AND TRANSPORTATION RELATED VEHICLES WITH ACCESSORIES AND ATTACHMENTS** industry as they are generally understood and accepted within that industry across the nation. Submitted products, related services, and their warranties are required to meet and/or exceed all current, traditional and anticipated needs and requirements of NJPA and NJPA Members.

**1.34.1** Deviations from industry standards must be identified by the Bidder and explained of how, in their opinion, the products and services they bid will render equivalent functionality, coverage, performance, and/or service. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire bid.

**1.34.2** Specifications for busses cited in Attachment 2 are accessed through various website links. Please access this information early in your response process to avoid difficulties in retrieval. If you have any difficulties in retrieving please contact Billy Gilbert or Debra White at [MassTransit@doas.ga.gov](mailto:MassTransit@doas.ga.gov)

**1.34.3** Specifications for Base Buses cited in Attachment 2 are required for each line-item (from Attachment 1) you wish to be awarded, and is designed to create apples-to-apples comparable proposal responses. Your upgrades and options to these "Base Bus" bids can be used to customize that "Base Bus" for NJPA or NJPA Members nationwide. Elements of both the "Base Bus" and your upgrades and options will be used in the evaluation of your proposal.

**1.34.4** Certifications: Please provide all industry appropriate forms and certifications for each "Base Bus" you are Bidding. Be prepared to provide industry appropriate forms and certifications for each combination of the "Base Bus" and the options you are offering upon request in connection with any purchase transaction resulting from a Contract resulting from this RFP.

**1.35 Important note:** NJPA does not typically offer specific product and service specifications; rather NJPA is requesting an industry standard or accepted specification for the requested products and services. Where specific line items are specified, those line items should be considered the minimum which can be expanded by the Bidder to deliver the Bidder's "Solution" to NJPA and NJPA Member's needs.

**1.36 Commonly used Goods and Services:** It is important that the products submitted are the products, supplies, and equipment commonly requested by NJPA or NJPA Members.

**1.37 New Current Model Goods:** Bids submitted shall be for new, current model products and services with the exception of certain close-out products allowed to be offered on the Bidder's "Hot List" described herein.

**1.38 Compliance with laws and standards:** All items supplied on this Contract shall comply with the

current applicable Federal Motor Vehicle Safety Standards, Occupational Safety and Health Standards, the National Electric Code, the National Fire Protection Association Standards, Federal Transit Administration (for FTA certified busses), and any other applicable safety or regulatory standards or codes.

**1.39** All busses provided which do not comply with specifications provided (i.e. leading technology designs, etc) must not be represented as “Compliant” buses and documentation for safety, structural, performance testing for these busses may be required by NJPA or NJPA Member.

**1.40 Delivered and operational at the NJPA Member’s site:** Exceptions to “delivered and operational” must be explicitly disclosed in your bid response.

**1.41 Warranty:** The Bidder/Vendor warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. Proposers must provide a warranty which at minimum complies with ATPA Section 7. All products and equipment should carry a minimum industry standard manufacturer’s warranty that includes materials and labor. The Bidder has the primary responsibility to submit, as a part of Tab 7, product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty’s terms with the manufacturer. Any manufacturer’s warranty which is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in the non-award.

**1.42 Bidder’s Warrants:** The Bidder warrants all goods and services furnished hereunder will be free from liens and encumbrances; and defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Bidder/Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

**1.43** Specifications, terms and conditions from the transit industry contained in the appendices of this RFP.

**1.43.1** APTA

**1.43.1.1** The information and requirements contained in the appendices to this RFP are those currently proposed by APTA. This information may be updated throughout the response period of this RFP and those updates will be posted as amendments to this RFP.

**1.43.1.2** This information is intended to be a direct reproduction of the information received from APTA regarding the subject of this RFP. It is the intention of NJPA to maintain the literal structural integrity of the original APTA document.

**1.43.2** FTA

**1.43.2.1** This information is intended to be a direct reproduction of the information received from FTA regarding this subject.

**1.43.2.2** This information is intended to be a direct reproduction of the information received from FTA regarding the subject of this RFP. It is the intention of NJPA to maintain the structural integrity of the original FTA document.

**1.43.3** Conflicts: Conflicts between the requirements of APTA, FTA, and NJPA shall adhere to the guidelines of FTA/APTA.

## I. CERTIFICATION – FIRM OFFER TO CONTRACT

**1.44** By execution and delivery of a bid, Bidder certifies:

1. The submission of the offer did not involve collusion or any other anti-competitive practices;
2. The Bidder/Vendor has not discriminated against any employee or applicant for employment in violation of Federal and State Laws (see Federal Executive Order 11246);

3. The Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted offer (see Gratuities); and,
4. The Bidder agrees to promote and offer to Members only those products and/or services as previously stated, allowed, and deemed a resultant of the contract(s) as NJPA contract items or services. This clause shall include any future product or service additions as allowed through Contract additions.
5. For those busses identified as FTA certified busses, the FTA Master Agreement requirements and/or product specifications/requirements have been met.

**1.45** A response to this RFP is a firm offer to Contract with the NJPA based upon the goals, intent, terms, and conditions and scope of products and services contained in and referenced to in this invitation.

**1.46** All stated terms and conditions, expectations to include the goals, intent and scope of this RFP as described as a part of this RFP are to be considered binding under the signatures of authorized parties and are part of the Contract.

## 2.0 DEFINITIONS

### A. BIDDER – VENDOR

**2.1 Exclusive Vendor-** A sole Vendor awarded in a product category. NJPA reserves the right to award to an Exclusive Vendor in the event that such an award is in the best interests of NJPA Members. Such a Bidder must exhibit the ability to offer an outstanding overall program and demonstrate the ability and willingness to serve NJPA Members in all 50 states, and comply with all other requirements of this RFP.

**2.2 Potential Bidder-** A person or entity requesting a copy of this RFP.

**2.3 Bidder-** A person or entity delivering a timely response to this RFP.

**2.4 Vendor-** One or a number of Bidders whose bid has been awarded a contract pursuant to this RFP.

**2.5 Purchaser-** NJPA or NJPA Member purchasing, or attempting to purchase goods and services, from a Vendor.

### B. CONTRACT

**2.6** “Contract” as used herein shall mean cumulative documentation consisting of this RFP, an entire Bidder’s response, and a fully executed “Acceptance and Award.”

### C. TIME

**2.7** Periods of time, stated as number of days, shall be in calendar days.

### D. BIDDERS RESPONSE

**2.8** A Bidders Response is the entire collection of documents as they are received by NJPA from a Potential Bidder in response to this RFP.

### E. CURRENCY

**2.9** All transactions are payable in U.S. dollars on U.S. sales. All administrative fees are to be paid in U.S. dollars.

## 3.0 INSTRUCTIONS TO PREPARING YOUR BID

### A. PREBID CONFERENCE

**3.1** A pre-bid conference will be held at the date and time specified in the time line on page one of this RFP. Conference call and web connection information will be sent to all Potential Bidders through the same means employed in their enquiry. The purpose of this conference call is to allow Potential Bidders to ask questions regarding this RFP.

### B. IDENTIFICATION OF KEY PERSONNEL

**3.2** Vendor will designate one senior staff individual who will represent their main contact person with NJPA. This contact person will correspond with members for technical assistance, questions or problems that may arise including instructions regarding different contacts for different geographical areas as needed.

**3.3** Individuals should also be identified (if applicable) as the primary contacts for the contents of this bid, marketing, sales, and any other area deemed essential by the Bidder.

### C. BIDDERS EXCEPTIONS TO TERMS AND CONDITIONS

**3.4** Any exceptions, deviations, or contingencies a Bidder may have to the terms and conditions contained herein must be documented on Form C “Exceptions to bid, terms, conditions and specification request.”

### D. FORMAL INSTRUCTIONS TO BIDDERS

**3.5** It is the responsibility of all Bidders to examine the entire RFP package, to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after the deadline for submission of bids.

**3.6** All bids must be sent to “The National Joint Powers Alliance®, 200 1<sup>st</sup> ST NE Staples, MN 56479.”

**3.7** All bids must be submitted in both hard copy and electronic formats (on a compact disc, or flash drive readable by NJPA). Both hard copy and electronic bids must be tabbed (in appropriately named files in the case of the CD) as identified herein. Electronic bid submissions should be submitted in a nested file structure where the root file is entitled “Bid Response”. Files contained in the root file should be entitled “Forms, Tab 1, Tab 2,...” Documents within the nested files should be individual documents or folders appropriately titled as to their content.

**3.7.1** All responses will be read to apply to all vehicles bid. Exceptions must be appropriately and properly identified and described for each line item bid.

**3.8** Four complete copies of each bid must be submitted in one response copy. All Bid forms must be legible. All appropriate forms must be executed by an authorized signatory of the Bidder. Blue ink is preferred for signatures.

**3.9** Electronic bid submissions should be submitted using the electronic forms provided. If a Bidder chooses to use alternative documents for their response, the bidder will be responsible for ensuring the content is effectively equal to the NJPA form and that the document is in a format readable by NJPA.

**3.10** Product descriptions, fact sheets, and catalogs should be submitted in electronic only format in an effort to limit the use of paper resources in the hard copy response. Pricing (Vendor Response questions 41 and 42) must be submitted in electronic form only and on a separate CD.

**3.11** It is the responsibility of the Bidder to be certain that the bid submittal is in the physical possession

of NJPA on or prior to the deadline for submission of bids. Bids must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the bid number, bid category name, the message “Hold for Bid Opening”, and the deadline for bid submission. NJPA cannot be responsible for late receipt of bids. Bids received by the correct deadline for bid submission will be opened and the name of each Bidder and other appropriate information will be publicly read.

**3.12** Corrections, erasures, and interlineations on a Bidder’s response must be initialed by the authorized signer in original ink on all copies to be considered.

**3.13** Addendums to the RFP: The Bidder is responsible for ensuring receipt of all addendums to this RFP.

**3.13.1** Bidder’s are responsible for checking directly with NJPA, or checking the NJPA website for addendums to this RFP.

**3.13.2** Addendums to this RFP can change terms and conditions of this RFP including the deadline for submission of bids.

## E. CONTENTS AND TABBING OF BID SUBMISSION

**3.14** In order to insure that every bid receives a fair evaluation and comparison, it is required that each Bidder tab and label their bid as indicated on Form A “Vendor Response.”

## F. QUESTIONS AND ANSWERS ABOUT THIS RFP

**3.15** Upon examination of this RFP document, Bidder shall promptly notify the NJPA Manager of Bids and Contracts of any ambiguity, inconsistency, or error that they may discover. Interpretations, corrections and changes to this RFP must be made by addendum. Interpretations, corrections, or changes made in any other manner will not be binding and Bidder shall not rely upon such.

**3.16** Submit all questions about this RFP, in writing, referencing “**PUBLIC MASS TRANSIT AND TRANSPORTATION RELATED VEHICLES WITH ACCESSORIES AND ATTACHMENTS,**” to Gregg Meierhofer, NJPA, 200 First Street NE, Staples, MN 56479 or RFP@njpacoop.org. Those not having access to the Internet may call Gregg Meierhofer at (218) 894-1930 to determine if addenda have been issued or to request copies of the RFP. Requests for additional information or interpretation of instructions to Bidders or technical specifications shall also be addressed to Gregg Meierhofer. NJPA urges Potential Bidders to communicate all concerns well in advance of the deadline to avoid misunderstandings. Questions received less than seven (7) days ending at 4:00 p.m. CT of the seventh (7<sup>th</sup>) calendar day prior to bid due-date cannot be answered.

**3.17** If the answer to a question is deemed by NJPA to have a material impact on other Inquirers or the RFP itself, the answer to the question will become an addendum to this RFP.

**3.18** If the answer to a question is deemed by NJPA to be sufficiently covered in a review of existing RFP documentation, no further documentation of that question is required.

**3.19** NJPA reserves the right to communicate with a Potential Bidder(s) for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the RFP.

**3.20** Addenda are written instruments issued by the NJPA that modify or interpret this RFP. All addenda issued by the NJPA shall become a part of the RFP. Addenda will be delivered to all Potential Bidders using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of said materials. Copies of addenda will also be made available on the NJPA website at [www.njpacoop.org](http://www.njpacoop.org) by clicking on “Current Bids” and from the NJPA offices. No addenda will be issued later than seven (7) days prior to the deadline for receipt of bids, except an addendum withdrawing the request for bids or one that includes postponement of the date of receipt of bids. Each Potential Bidder shall ascertain prior to submitting a Bid that it has received all addenda issued, and the Bidder shall acknowledge their receipt in its Bid Response.

**3.21** An amendment to a submitted bid must be in writing and delivered to NJPA no later than the time specified for opening of all bids.

## G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED BID

**3.22** A submitted bid may not be modified, withdrawn from or cancelled by the Bidder for a period of ninety (90) days following the date bids were opened regarding this RFP. **Prior** to the deadline for submission of bids, any bid submitted may be modified or withdrawn by notice to the NJPA Coordinator of Bids and Contracts. Such notice shall be submitted in writing and include the signature of the Bidder and shall be delivered to NJPA prior to the deadline for submission of bids and it shall be so worded as not to reveal the content of the original bid. However, the original bid shall not be physically returned to the Potential Bidder until after the official bid opening. Withdrawn bids may be resubmitted up to the time designated for the receipt of the bids if they are then fully in conformance with the Instructions to Bidder.

## H. VALUE ADDED ATTRIBUTES, PRODUCTS, AND SERVICES

**3.23 Examples of Value Added Attributes:** Value-Added attributes, products and services are items offered in addition to the products and services being bid which adds value to those items being bid. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be “Value Added Services” for products where a typical buyer may not have the ability to perform these functions.

**3.24 Where to document Value Added Attributes:** The opportunity to indicate value added dimensions and such advancements will be available in the Bidder’s Response and Bidder’s product and service submittal and must be tabbed under Tab 5.

**3.25** Value added products and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of **PUBLIC MASS TRANSIT AND TRANSPORTATION RELATED VEHICLES WITH ACCESSORIES AND ATTACHMENTS**, and advances to provide products, supplies, equipment, and services meeting and/or exceeding today’s industry standards and expectations. A value add would include a program or service that further serves the members needs and complements the products, equipment, services and training. Value added could include areas of product and equipment, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

**3.26 Disadvantaged Business Enterprises (DBE) participation:** It is the policy of some NJPA Members to involve DBE contractors in the purchase of goods and services. Vendors should document DBE status for their organization AND any such status of their affiliates (i.e. Dealer or Supplier networks) involved in carrying out the activities invited. The ability of a Bidder to provide “Credits” to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA. NJPA is committed to facilitating the realization of such “Credits” through certain structuring techniques for transactions resulting from this RFP.

**3.27 Environmentally Preferred Purchasing Opportunities:** There is a growing trend among NJPA Members to consider the environmental impact of the products and services they purchase. Please identify any “Green” characteristics of the goods and services in your bid and identify the sanctioning body determining that characteristic.

**3.28 Green Products and Green Vendors:** NJPA, NJPA Members, and Vendors alike are responsible for being good stewards of the planet we share. Vendors are asked to, not only provide green products, but also to notify NJPA and NJPA Members of the green characteristics of those products. With this information NJPA and NJPA Members have the opportunity to both choose green products and comply with certain green regulations and initiatives.

**3.29 On-Line Shopping/Ordering systems:** On-line shopping and ordering systems as they provide value to NJPA and NJPA Members will be viewed as a value-added characteristic.

**3.30 Financing:** The ability of the Bidder to provide financing options for the products and services being bid will be viewed as a Value Added Attribute.

## J. CERTIFICATE OF INSURANCE

**3.31** All Bidders must provide verification of liability insurance coverage with their bid submission. A commercial general liability insurance policy will be required documenting standard coverage limits, workers compensation, and standard automobile coverages. Evidence of the required insurance shall be provided by means of a certificate of insurance and documented in the inside-front cover of your bid response.

Prior to commencing services under this Contract, successful Bidder shall provide and maintain during the entire life of this Contract a certificate of insurance with the above coverage and having NJPA identified as an **additional insured**. The coverage is to be maintained in full effect during the term of any Contract resulting from this RFP.

Additional coverage's may be required by individual NJPA Members as a result of local requirements. Vendors will be responsible for providing coverage levels required by law.

## K. ORDER PROCESS AND/OR FUNDS FLOW

**3.32** Please propose an order process and funds flow for your bid. Please choose from one of the following:

**3.32.1 B-TO-G:** The Business-to-Government order process and/or funds flow model involves NJPA Members issuing Purchase Orders directly to a Vendor and pursuant to a Contract resulting from this RFP.

**3.32.2 Other:** Please fully identify.

## L. ADMINISTRATIVE FEES

**3.33** Bidder agrees to authorize and/or allow for an administrative fee which is to be include in the bidders product pricing and payable to NJPA by an Awarded Vendor in exchange for its facilitation and marketing of a Contract resulting from this RFP to current and potential NJPA Members. **This fee is expected to result from significant savings for suppliers based on this contract model of having one contract to service all customers throughout the United States and Canada. As a result of this model, prices quoted should represent the most competitive pricing in the market place** This Administration Fee shall be:

**3.33.1** Calculated as a percentage of the dollar volume of all goods and services provided to and purchased by NJPA and NJPA Members, and

**3.33.2** Included in, and not added to, the pricing included in Bidder's response to this RFP, and

**3.33.3** Intended to offset the anticipated costs of NJPA's involvement in the facilitation and operation of this Contract including Vendor training, and other expenses of the Contract resulting from this RFP.

**3.33.4.1** Administrative fees will be 1.0% of the invoice amount for each sale under the contract resulting from this RFP and shall not be itemized separately.

**3.33** Administrative fees accrued during any calendar quarter will be paid to NJPA and appropriately itemized within 30 days of the close of that calendar quarter.

## 4.0 PRICING STRATEGIES

**4.1** NJPA requests that Potential Bidders respond to this RFP only if they are able to offer a wide array of products and services at prices lower than what they would ordinarily offer to single government agency, larger school district, or regional cooperative bid.

***The pricing resulting from this contract is expected to be the most competitive pricing available in the market based on the business model of this solicitation. These savings comes from only having to respond to one contract that allow the suppliers ability to sell buses nationally, thereby eliminating the requirement to respond to, compete for and win thousands of individual solicitations.***

**4.2** This RFP is an “Indefinite Quantity Unit Price Request” with potential national sales distribution and service. You are agreeing to fulfill Contract obligations regarding each item to which you provide a description and a price. If your specification requires additional supporting documentation, describe where it can be found in your submission. If you offer the specification in an alternative fashion, describe your solution to be easily understood. All pricing must be copied on a CD along with other requested pricing related information as a part of a Bidder’s Response.

**4.3** Regardless of the payment method selected by NJPA or NJPA Member, a total cost associated with another purchase option of the products and services being supplied must always be disclosed at the time of purchase.

**4.4** All bidders will be required to submit “Primary Pricing” in the form of either “Line-Item Pricing.” Bidders are also encouraged to offer OPTIONAL pricing strategies including “Hot List,” “Sourced Goods,” and “Volume Discounts,” as well as financing options such as leasing.

### A. LINE-ITEM PRICING

**4.5** A pricing format where specific individual products and/or services are offered at specific individual Contract prices. Products and/or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing offers the least amount of confusion as products and prices are individually identified, however Bidders with a large number of products to bid may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense.

**4.6** Unit Pricing is a line-item technique of pricing for services including the related materials for those service on a unitized basis, The unitized basis may be per quantitative measure such as per

square foot, per lineal foot or per occurrence. As an example (not necessarily related to the scope of this RFP) , sheetrock could be line item priced as a product only, delivered to the end users location, AND unit priced delivered and installed at that end users location. The sheetrock, hung and taped logical combination of product and service and could be priced per square foot. Whether pricing services or logical combinations of products and services, pricing per unit of product/product and service must be quoted (i.e. cost per square foot of sheetrock hung and taped).

**4.7** All Line-Item Pricing items must be numbered, organized, and sectioned, using Attachments 1&2 of this RFP. Completed pricing must be filed in Tab 9 of the Bidder's response.

**4.8** Line-Item Pricing items are to be submitted in an Excel spreadsheet format and are to include all appropriate identification information necessary to discern the line item from other line items in each Bidder's bid.

**4.9** The purpose for the excel spreadsheet format for Line-Item Pricing is to be able to use the "Find" function to quickly find any particular item of interest. For that reason, Bidders are responsible for providing the appropriate product and service identification information along with the pricing information which is typically found on an invoice or price quote for such products and services.

**4.10** All products and services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet. Products and services must be individually identified and priced to be available for purchase by NJPA and NJPA Members.

## **B. BUS PRICING FORMAT**

**4.11** Attachment 1, Pricing Sheet, must be completed for each bus bid. Multiple busses offered by a Bidder may be added as tabs along the bottom of the excel spreadsheet provided. Please use the instructions provided in tab 1 of Attachment 1 to complete these forms.

Attachment 2, Line Item Listing and Specifications provides a list of baseline busses with specifications in a number of categories. These busses will form the basis of price evaluation for this RFP. Bidders must provide pricing for a baseline buss in a category in order to submit pricing for any alternative model in that bus category.

## **C. VOLUME PRICE DISCOUNTS**

**4.12** Bidder's/Vendor's are free to offer volume and committed volume discounts from the quantity-of-one pricing documented in a Contract resulting from this RFP. Volume commitment levels shall be determined between the Vendor and individual NJPA Members on a case-by-case basis.

**4.13** Nothing in this Contract establishes a favored member relationship between the NJPA or any NJPA Member and the Vendor. The Vendor will, upon request by NJPA or NJPA Member, extend this same reduced price offered or delivered to another NJPA Member provided the same or similar volume commitment, specific needs, terms, and conditions, a similar time frame, seasonal considerations and provided the same manufacturer support is available to the Vendor.

**4.14** All price adjustments are to be offered equally to all NJPA Members exhibiting the same or substantially similar characteristics such as purchase volume commitments, and timing including the availability of special pricing from the Vendor's suppliers.

## **G. SOURCED GOODS**

**4.15** NJPA and NJPA Members may, from time to time, request goods and services within the scope of this RFP which, however are not included in an awarded Vendor's list of bid goods and services.

**4.16** An awarded Vendor resulting from this RFP may "Source" these products for NJPA or NJPA Member to the extent that they:

**4.16.1** Include in their bid response (Tab 9, Question 50) a cost-plus-percentage-of-cost pricing factor for such Sourced goods and services, and

**4.16.2** Document the Vendor's "Total Cost of Acquisition" of such Sourced goods, and

**4.16.3** Provide as many quotes for the Member’s “Total Cost of Acquisition” for the goods and services to be sourced as may reasonably be required by NJPA or NJPA Member.

**4.16.4** Limit the total amount of “Sourced Goods” to an amount relatively inconsequential to the Total Cost of Acquisition of the goods and services being procured.

#### H. TOTAL COST OF ACQUISITION-

**4.17** The Total Cost of Acquisition for the products and services being bid, including those payable by NJPA or NJPA Members to either the Bidder or a third party, shall be included in the Bidder’s line item pricing (Attachment 1) including but not limited to:

- The capitalized cost of the base products and services being bid,
- The cost of accessories, alterations, and customizations typically incurred in the acquisition of the products and services being bid.
- The cost of delivery and installation (where applicable) of the products and services and any accessories being bid.
- Other costs, where applicable, typically associated with the purchase, delivery, set-up, and installation of the products and services being bid and making it operational at the purchaser’s site.

**4.18** The Total Cost of Acquisition is to be stated “As Bid.” As an example, a materials only bids, or portions of bids, must include the total cost of acquisition for those materials delivered. In contrast, the Total Cost of Acquisition for a turn-key bid must include the total costs to be incurred in the process of delivering that combination of products and services.

#### I. REQUESTING PRODUCT AND SERVICE ADDITIONS/DELETIONS

**4.19** Requests for product, service, and price additions, deletions, or changes must be made in written form and shall be subject to approval by NJPA.

**4.20** New products and services may be added to a Contract resulting from this RFP at any time during that Contract to the extent that those products and services are within the scope of this RFP. Those requests are subject to review and approval of NJPA. Allowable new products generally include new updated models of products and services previously offered which reflect new technology and improved functionality.

**4.21** Bidders representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

**4.22** NJPA’s due diligence in analyzing any request for change is to determine if approval of the request is 1) within the scope of the original bid, and 2) in the “Best Interests of NJPA and NJPA Members.” We are looking for consistent pricing and delivery mechanisms and an understanding of what value the proposal brings to NJPA and NJPA Members.

**4.23** Documenting the “Best Interests of NJPA and NJPA Members” when out-dated equipment is being deleted is fairly straight forward since the product is no longer available and not relevant to the procurement Contract. Bidders are responsible for notifying NJPA when these instances occur.

**4.24** Requests for product additions must be in the form of 1) a cover letter to NJPA a) asking to add the product line, b) making a general statement identifying how the products to be added are within the scope of the original bid, and c) making a general statement identifying that, if appropriate, the pricing is consistent with the existing Contract pricing and 2) the detail as to what is being added at what price will then be an attachment to that cover letter.

**4.25** With respect to product and price changes, our intent here is to encourage you, the Vendor, to provide and document our due diligence in a clear and concise one page format on which we can stamp and sign our acknowledgment and acceptance. This information must ultimately come from you, and we are requiring it in this format.

## J. REQUESTING PRICING CHANGES

**4.26 Price Decreases:** Requests for standard Contract price decrease adjustments (percentage discount increases) are encouraged and will be allowed at any time based on market place efficiencies, market place competitiveness, improved technologies and/or improved methods of delivery or if Vendor engages in innovative procurement practices such as strategic sourcing, aggregate and volume purchasing. NJPA expects Vendors to bid their very best prices and anticipates price reductions due to the advancement of technologies and market place efficiencies. Documenting the “Best Interests of NJPA and NJPA Members” is pretty easy when we are documenting price reductions.

**4.26.1** Price decreases may be initiated by either Vendor or NJPA.

**4.27 Price increases:** Requests for standard contract price increases can be made annually, or anytime a dramatic shift in appropriate markets occur. New product additions may be proposed at any time. These requests will again be evaluated by NJPA based on the best interests of NJPA and NJPA Members. As an example, typically acceptable requests for price increases for existing products/services may cite increases to the Vendor of input costs such as petroleum or other applicable commodities. Typically acceptable requests for price increases for new models replacing old models cite increases in utility of the new compared to the old. Vendors are requested to reasonably document the claims cited in their requests. Your written request for a price increase, therefore, is an exercise in describing what you need, and a justification for why you need it in sufficient detail for NJPA to deem such change to be in the best interests of our self and our Members. Price increases proposed must be supported by appropriate government price indexes.

## K. PRICE AND PRODUCT CHANGES FORMAT

**4.28** An awarded Bidder will use the format of a cover letter requesting price increases in general terms (a 5% increase in product line X) and stating their justification for that price increase (due to the recent increase in petroleum costs) by product category. Specific details, including the government index used to justify a change, for the requested price change must be attached to the request letter identifying, where appropriate, both current and proposed pricing. Attachments such as letters from material suppliers announcing price increases are appropriate for documenting your requests here.

**4.29** NJPA’s due diligence regarding product and price change requests is to consider the reasonableness of the request and document that consideration on behalf of our members. We would appreciate it if you would send the following documentation to request a pricing change:

**4.29.1** A cover letter:

- a. Please address the following subjects in your cover letter:
  - i. What items prices are changing?
  - ii. How much are the prices changing?
  - iii. Why are the prices changing?
  - iv. Appropriate Government index cited
  - v. Any additions or deletions from the previous product list and the reason for the changes.
- b. The specifics of the product and price changes will be listed in the excel spreadsheets identified below. Please take a more general “Disclosure” approach to identifying changes in the cover letter.
  - i. If appropriate, **for example**, state that, “All paper products increased 5 % in

price due to transportation costs.”

ii. If appropriate, for instance, state that, “The 6400 series floor polisher added to the product list is the new model replacing the 5400 series. The 6400’s 3% price increase reflects the rate of inflation over the past year. The 5400 series is now included in the “Hot List” at a 20% discount from previous pricing until remaining inventory is liquidated.”

**4.29.2** An excel workbook identifying all products and services being offered and their pricing. Each subsequent pricing update will be saved using the naming convention of “[Vendor Name] pricing effective XX/XX/XXXX.”

a. Include all products regardless of whether their prices have changed. By observing this convention we will:

- i. Reduce confusion by providing a single, easy to find, current pricing sheet for each Vendor.
- ii. Create a historical record of pricing.

#### L. SINGLE STATEMENT OF PRICING/HISTORICAL RECORD OF PRICING

**4.30** Initially; and with each request for product addition, deletion, and pricing change; all products and services available, and the prices for those products and services will be stated in an Excel workbook. The request for price changes described above will serve as the documentation for those requested changes. Each complete pricing list will be identified by its “Effective Date.” Each successive price listing identified by its “Effective Date” will create a “Product and Price History” for the Contract.

**4.31** Bidder’s/Vendor’s may use the multiple tabs available in an Excel workbook to separately list logical product groupings or to separately list product and service pricing as they see fit.

**4.32** All products and services, together with their pricing, whether changed within the request or remaining unchanged, will be stated on each “Pricing” sheet created as a result of each request for product, service, or pricing change.

**4.33** Each subsequent “Single Statement of Product and Pricing” will be archived by its effective date therefore creating a product and price history for any Contract resulting from this RFP.

#### M. PAYMENT TERMS

**4.34** Payment terms will be defined by the Bidder in the Bidder’s response. At minimum Proposers must provide net 30 payment terms for payment. Payment terms proposed must comply with APTA specifications contained in appendix attached hereto. Bidders are encouraged to offer discounts for prompt payment or payment by electronic (wire) means. Bidders are encouraged to offer payment terms through P Card services. Under no circumstances will payment be due in advance of delivery.

**4.35** Leasing- If available, identify any leasing programs available to NJPA and NJPA Members as part of your bid. Bidders must submit an example of the lease agreement to be used. Bidders must identify:

- General leasing terms such as:
  - The percentage adjustment over/under an index rate used in calculating the internal rate of return for the lease; and
  - The index rate being adjusted; and
  - The “Purchase Option” at lease maturity (\$1, or fair market value); and
  - The available term in months of lease(s) available.
- Leasing company information such as:
  - The name and address of the leasing company; and
  - Any ownership, common ownership, or control between the Bidder and the Leasing

## N. SALES TAX

**4.36** Sales and other taxes, where applicable, shall not be included in the prices quoted. Vendor will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax exempt status to Vendor. When ordering, if applicable, NJPA Members must indicate that they are tax exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Contract resulting from this RFP.

## O. SHIPPING AND SHIPPING PROGRAM

**4.37** Shipping program must be defined and included in each Attachment 1 as a dollar amount per mile of delivery. No COD orders will be accepted. Purchase Order to delivery intervals shall be negotiated between Buyers and Suppliers at the issuance of the Purchase Order and agreed upon in writing.

**4.38** The Vendor and NJPA Members are advised to address and document mutually acceptable “Terms of Inspection”, “Terms of Acceptance” and “Terms of Cancellation” in their Purchase Order.

**4.39** Any delivery charges to NJPA or NJPA Members will be considered to be part of “bid pricing.” All shipping or delivery costs must be agreed upon in writing.

**4.40** Additional costs for expedited deliveries will be at the additional shipping or handling expense to the NJPA Member.

**4.41** Selection of a carrier for shipment will be the option of the party paying for said shipping. Use of another carrier will be at the expense of the requester.

**4.42** Bidders must define their shipping programs for Alaska and Hawaii. Over-size and over-weight shipments may be subject to custom freight programs.

**4.43** A restocking fee may only be charged on products ordered and that have been delivered to the member’s site. Restocking fees in excess of 15% will not be allowed; restocking fees may be waived, at the option of the Bidder/Vendor. Indicate all shipping and re-stocking fees in price program under Tab 9.

**4.44** Bidder agrees that shipping and manufacturing errors will be at the expense of the Vendor. For example, if a Vendor ships a product that was not ordered by the member, it is the responsibility of the Vendor to pay for return mail or shipment at the convenience of the member.

**4.45** All prices quoted must be F.O.B. destination with the freight prepaid by the Vendor. Time is of the essence on this Contract. If delivery dates cannot be met, Vendor agrees to advise NJPA or NJPA Member of the earliest possible shipping date for acceptance by NJPA or NJPA Member.

**4.46** Vendor shall deliver Contract conforming products in each shipment and may not substitute products without approval from NJPA Member.

**4.47** The NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products which are not under Contract and described in its paper or electronic price lists or sourced upon request to any member under this Contract. In the event of the delivery of a non-conforming product, NJPA Member will immediately notify Vendor and Vendor will replace non-conforming product with conforming product.

**4.48** Throughout the term of the Contract, Bidder agrees to pay for return shipment on goods that arrive in a defective or inoperable condition. Bidder must arrange for the return shipment of damaged goods.

## P. NORMAL WORKING HOURS

**4.49** Prices quoted are for products and services delivered during normal business hours. Normal Business hours will be defined through industry standards OR defined through statement contained in the purchase/work order issued pursuant to a Contract resulting from this RFP.

## 5. MARKETING PLAN

**5.1 Internal Marketing Plan:** An award of Contract resulting from this RFP is an opportunity for the awarded contractor to pursue commerce with, and deliver value to NJPA and NJPA Members nationwide. An award of Contract is not an opportunity to see how much business NJPA can drive to an awarded Vendor's door. Your internal marketing plan should serve to:

**5.1.1** Identify the appropriate levels of management whom will need to understand the value of, and the internal procedures necessary to deliver this Contract opportunity to NJPA and NJPA Members through your sales force.

**5.1.2** Identify, in general, the feet-on-the-street sales force who will be carrying this Contract opportunity in the field to NJPA and NJPA Members in terms of numbers and geographic distribution.

**5.1.2.1** Identify whether your sales force are employees or independent contractors.

**5.1.3** Identify your plan for delivering training to these individuals.

**5.1.3.1** Will you have your sales force gathered at national or regional events in the near future? Does your sales force have the ability to participate in webinar or webcast events?

**5.1.3.2** NJPA is prepared to provide our personnel in your location for sales training and/or on a webinar or webcast where sufficient efficiencies can be shown in reaching the appropriate groups within your employee base, and sufficient numbers of personnel trained.

**5.1.4** Identify your personnel involved in training.

**5.1.4.1** NJPA can provide personnel to deliver training regarding the Contract itself, the authority of NJPA to offer the Contract vehicle to its Members, the value the Contract vehicle delivers to NJPA and NJPA Members, the scope of NJPA Membership, and the authority of NJPA Members to utilize our procurement contracts.

**5.1.4.2** Your personnel will be needed to provide training regarding employee compensation and internal procedures when delivering the Contract opportunity, and how this Contract purchasing opportunity relates with other such opportunities available.

**5.2** Success in marketing is dependent upon 1) the delivery of value as defined in section 1.4, 2) the

delivery of knowledge of the program and its proper use and utility, and 3) the delivery of opportunity and reward which creates a personal commitment to the program. NJPA desires a marketing plan that:

**5.2.1** identifies the value delivered in a competitively bid national cooperative procurement contract by relieving both the NJPA Member and the Vendor/Vendor's sales staff of the responsibility for bringing and answering many similar and individual RFP's; and

**5.2.2** identifies the appropriate Vendor personnel from both management and sales staff's who will be trained on the use and utility of such a contract and a general schedule of when and how those individuals will be trained; and **5.2.3** identifies in general how the reward system for the marketing, delivery, and service chain of the Vendor will be affected by the implementation of the proposed Contract and how that will be proposed to those individuals in terms of the value created for them and their departments in 5.1.1 above.

**5.3 External Marketing Plan:** NJPA is seeking the ability to serve all our current and potential members nationwide. The Bidder must demonstrate the ability to both market and service their products nationwide. Please demonstrate that your sales and service force contains sufficient people in sufficient proximities, to receive the knowledge, opportunity, and reward in order to make a personal commitment to serving NJPA and NJPA Members nationwide.

**5.4** The Bidder must exhibit the willingness and ability to develop marketing materials and participate in marketing venues such as:

**5.4.1 Printed Marketing Materials.** Bidder will initially produce and thereafter maintain full color print advertisements in camera ready electronic format including company logos, identifying the Vendor, the Vendor's general utility for NJPA and NJPA Members, and contact information to be used by NJPA and NJPA Members in a full page, half page, and quarter page formats. These advertisements will be used in the NJPA Catalog and other places.

**5.4.2 Press releases and advertisements.** Bidder will identify a marketing plan identifying their anticipated press releases, advertisements in industry periodicals, or other direct or indirect marketing activities.

**5.4.3 Bidder's Website.** Bidder will identify how an Awarded Contract will be displayed on the Bidder's website. An on-line shopping experience for NJPA and NJPA Members will be viewed as a value-added attribute to a Bidder's response.

**5.4.4 Trade Shows.** Bidder will outline their proposed involvement in the promotion of a Contract resulting from this RFP through trade shows. Vendors are encouraged to identify trade-show, and other appropriate venues, for the promotion of any such Contract. Vendors will be required to participate in the following trade shows/ conferences:

APTA	American Public Transit Association
NASPO	National Association of State Purchasing Officials
NIGP	National Institute of Government Purchasing

**5.5** Bidder must also work in cooperation with NJPA to develop a marketing strategy and provide avenues to equally market and drive sales through the Contract and program to all NJPA Members nationally. Awarded Vendor agrees to actively market in cooperation with NJPA all available products and services to current and potential NJPA Members. NJPA reserves the right to deem a bidder non-responsive or to waive an award based on an unacceptable marketing plan.

**5.6** As a part of this response, submit a complete Marketing Plan on how you would help the NJPA rollout this program to current and potential NJPA Members. NJPA requires that the Vendor actively promote the Contract in cooperation with the NJPA. Vendors are advised to consider marketing efforts in the areas of 1) Website Link from Vendors website to NJPA's website, 2) Attendance and participation with a display booth at national trade shows as agreed upon/required by NJPA, and 3) Sales team and dealer training programs involving both Vendor and NJPA staff. NJPA requires awarded Vendors to offer the NJPA Contract opportunity to all current and NJPA Members.

**5.7 Facilitating NJPA Membership:** Bidder should express their commitment to determine the membership status of their customers whom are eligible for NJPA Membership, AND their commitment to establishing that membership.

**5.7.1** Membership information: Bidder should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA to appropriately facilitate membership and certain marketing activities as agreed to by NJPA and an Awarded contractor.

## 6. BID OPENING PROCEDURE

**6.1** Sealed and properly identified Bidder's Responses for this RFP entitled "**PUBLIC MASS TRANSIT AND TRANSPORTATION RELATED VEHICLES WITH ACCESSORIES AND ATTACHMENTS**" will be received by Gregg Meierhofer, Coordinator of Bids and Contracts, at NJPA Offices, 200 First Street NE, Staples, MN 56479 until the deadline for receipt of, and opening of bids at **2:00 p.m. on February 22, 2010**. The NJPA Director of Business Development, or Representative from the NJPA Bid Review Committee, will then read the Bidder's names aloud. A summary of the responses to this RFP will be made available for public inspection in the NJPA office in Staples, MN. **Specifications are available for pick up or mail delivery beginning January 18, 2010 and continuing until 4:00 p.m. on February 10, 2010.** A letter or e-mail request is required to receive a complete RFP. Send or communicate all requests to the attention of Gregg Meierhofer 200 1<sup>st</sup> Street Northeast Staples, MN 56479 or RFP@njpacoop.org to receive a complete copy of this RFP. Method of delivery needs to be indicated in the request; an email address is required for electronic transmission. Oral, facsimile, telephone or telegraphic Bid Submissions or requests for RFP are invalid and will not receive consideration. All Bid Responses must be submitted in a sealed package. The outside of the package shall plainly specify "**PUBLIC MASS TRANSIT AND TRANSPORTATION RELATED VEHICLES WITH ACCESSORIES AND ATTACHMENTS,**" To avoid premature opening, it is the responsibility of the Bidder to label the Bid Response properly.

## 7. EVALUATION OF BIDS RECEIVED

### A. THE BID EVALUATION PROCESS

**7.1** NJPA will use a 1000-Point Evaluation System selection. Bonus points may be available for specific bid characteristics identified such as "Green Product Certifications", DBE's.

**7.1.1** The evaluation will be allocated between technical and cost attributes as shown in Form G attached.

Technical Attributes will be taken from tabs 1-8 on Form A, the Bidder's Response. All technical proposals will be scored as follows: High score equals maximum point value, subsequent scores will receive pro-rated scores based on the following formula:

Subject raw score divided by highest raw score multiplied by maximum available points.

For example,  $(450/475)*500$ =awarded point value

Cost Attributes will be taken from Tab 9 on Form A of the Bidder's Response. All cost proposals will be scored based as follows: Lowest price equals maximum points value, subsequent scores will receive pro-rated scores based on the following formula:

Lowest price divided by subject price multiplied by maximum available points.

For example,  $(\$1,000/\$1,200)*500$ =awarded point value

Bonus Points will be available for attributes of a Bidder offering "Green" and/or DBE considerations and characteristics as they relate to products provided in this RFP.

**7.2** NJPA shall use a final overall scoring system to include consideration for best price and cost evaluation. The total possible score is 1050 points. NJPA reserves the right to assign any number of point awards or penalties it considers warranted if a Bidder stipulates exceptions, exclusions, or limitations of liabilities.

**7.3** To qualify for the final evaluation, a Bidder must have been deemed responsive as a result of the criteria set forth under "Bidder Responsiveness."

**7.4** Responses will be evaluated first for responsiveness and thereafter for content. The NJPA Board of Directors will make awards to the selected Bidder(s) based on the recommendations of the Bid Review Committee.

**7.5** The procurement activities of the NJPA Bid Review Committee are limited to document preparation, answering Bidder questions, advertising the solicitation, distribution of this RFP upon request, conducting an evaluation and making recommendation for possible approval to NJPA Board of Directors.

## B. BIDDER RESPONSIVENESS

**7.6** Bidder's Responses received after the deadline for bid submission will be invalid and returned to the Potential Bidder unopened.

**7.7** An essential part of the bid evaluation process is an evaluation to qualify the Bidder being considered. All bids must contain answers or responses to the information requested in the bid forms. Any Bidder failing to provide the required documentation may be considered non-responsive.

**7.8** Deviations or exceptions stipulated in Bidder's response may result in the bid being classified as non responsive.

**7.9** To qualify for evaluation, a bid must have been submitted on time and materially satisfy all mandatory requirements identified in this document. A bid must reasonably and substantially conform to all the terms and conditions in the solicitation to be considered responsive.

**7.10 Bidder Responsiveness: Items 1-4 below constitute the test for "Level One Responsiveness" and are determined at the bid opening date.**

1. The bid response is received prior to the deadline for submission.
2. The bid package was properly addressed and identified.
3. The bid response contains the required certificate of insurance.
4. The bid response contains original signatures on all documents requiring such.

## C. BID EVALUATION CRITERIA

**7.11** Consideration will be given in the award based on the completion and degree of information provided regarding available products, equipment, and accessories, as well as, applicable parts of the Bidder Information and Response.

**7.12** The Bidder is required to have extensive knowledge and at least three (3) years experience with the related activities surrounding the selling of the equipment, service or related products offered.

**7.13** NJPA reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

**7.14** Consideration will be given in the bid evaluation based upon the selection, variety, technological advances, and demonstrated quality of products submitted, technological advances, and pricing. The ability of the Bidder to communicate the value of these factors and to demonstrate how the depth and breadth of their product and service offerings provide NJPA and NJPA Members with a sole source of responsibility within the scope of this bid will be positively reviewed.

**7.15** Consideration will also be given to bids demonstrating technological advances, provide increased efficiencies, expanded service and other related improvements beyond today's standards.

**7.16** Strong consideration will be given to a Bidder's past performance, distribution model, and the demonstration their ability to effectively market and service NJPA Membership nationally.

**7.17** Competitive Range: The Evaluation Team will determine which proposals received fall within the competitive range or may reasonably be made to be within the competitive range. NJPA reserves the right to seek appropriate clarification from a Bidder including the relative competitive nature of pricing and/or technical information provided. Pricing submitted should reflect the efficiencies driven to a Vendor and the aggregation of expected volumes. Pricing, therefore, should be better than your largest single customer.

**7.18** Evaluation of a Bidder's Responses will take into consideration as a minimum response but not necessarily limited to the following:

1. Information provided in the Bidder's Response, Form A Tabs 1-9.

**7.19** The Bidders' ability to follow the bid preparation instructions set forth in this solicitation will also be considered to be an indicator of the Bidders' ability to follow other future instructions should they receive an award as a result of this solicitation. Any Contract between NJPA and a Bidder requires the delivery of information and data. The quality of organization and writing reflected in the bid will be considered an indication of the quality of organization and writing which would be prevalent if a Contract was awarded. As a result, the bid will be evaluated as a sample of data submission.

**7.20** A bid must have been submitted on time and materially satisfy all mandatory requirements identified in this document.

**7.21** The NJPA reserves the right to reject the Bidder's Response of the apparent successful Bidder where the available evidence or information does not exhibit the ability or intent to satisfy NJPA that the potential Vendor is unable to properly carry out the terms of this RFP and potential Contract.

**7.22** The NJPA shall reserve the right to reject any or all bids. NJPA also reserves the right to reject a bid if a Bidder's response is incomplete or irregular. The NJPA shall reject all bids where there has been collusion among the Bidders.

**7.23 Overall Evaluation (FORM G)** - The NJPA Bid Review Committee will evaluate bids received based on a 1000 point evaluation system. The Committee will establish both the evaluation criteria and designate the relative importance of that criteria by assigning possible scores for each item.

**7.24 Bonus Evaluation Points-** Bonus evaluation points may be awarded by the NJPA Bid Review Committee based on criteria identified as being both “optional” and “having additional value” to the bid being reviewed.

#### E. PRODUCT TESTING

**7.25** The NJPA reserves the right to request test documentation for goods and/or services from the apparent successful Bidder(s). Prior to the award of the Contract, the apparent successful Bidder(s), if requested by the NJPA, shall furnish current information and data regarding the Bidder’s resources, personnel, and organization within three (3) days.

#### F. PAST PERFORMANCE INFORMATION (PPI)

**7.26** Past performance information is relevant information regarding a Bidder’s actions under previously awarded contracts to schools, local, state, and governmental agencies and non-profit agencies. It includes the Bidder’s record of conforming to specifications and standards of good workmanship. The Bidder’s history for reasonable and cooperative behavior and commitment to member satisfaction shall be under evaluation. Ultimately, PPI can be defined as the Bidder’s businesslike concern for the interests of the NJPA Member.

#### G. WAIVER OF BID FORMALITIES

**7.27** NJPA reserves the right to waive any minor formalities or irregularities in any bid and to accept bids, which, in its discretion and according to the law, may be in the best interest of its members.

### 8. CONTRACT AWARD

**8.1** Award by the Board of Directors of NJPA: All contract(s) resulting from this RFP will be awarded by the NJPA Board of Directors based on, among other things, the recommendations of the Bid Evaluation Committee.

**8.2** Line Item Award Timing: Because of the wide array of goods and services being bid, NJPA may award individual line items (identified in Form D and D-1) over an appropriate time frame.

### 9. POST AWARD OPERATING ISSUES FOR BUYERS AND MANUFACTURERS

#### A. VENDOR AGREEMENT

**9.1** An Awarded Bidder will be offered a Vendor Agreement with NJPA. This agreement will be separate from any Contract resulting from this RFP and will be used to identify Vendor and NJPA marketing responsibilities, product and service order and payment flow responsibilities, and the establishment of the administrative fee payable by Vendor to NJPA for the facilitation of the Contract. In the event the awarded Bidder and NJPA are not able to execute an acceptable Vendor Agreement, NJPA reserves the right to reject the awarded Bidder, or make the award to the next responsive Bidder based on the 1050 Point Evaluation System.

**9.2** Successful Bidder(s) will be notified that their Bidder’s Response has been recommended for award by the NJPA Review Committee. The recommended Bidder and the NJPA contract department will then work out details of the Vendor Agreement implementation including:

- Marketing plan
- Order processing procedures
- Contract marketing activities
- Contract management for the Vendor and the NJPA
- Marketing material, advertising, flyers, website access, etc.
- A commitment by the Vendor to attend and promote a resulting Contract through the use of a display booth at four or more national trade shows. NJPA and Vendor will jointly select the trade shows to attend.
- Execution of the Vendor Agreement.

## B. SUBSEQUENT AGREEMENTS

**9.3 Purchase Order-** Purchase Orders for goods and services may be executed between NJPA or NJPA Members (Purchaser) and awarded Vendor(s) or Vendor’s sub-contractors pursuant to this invitation and any resulting Contract. NJPA Members are instructed to identify on the face of such Purchase orders that “This purchase order is issued pursuant to NJPA procurement contract #XXXXXX.” A Purchase Order is an offer to purchase goods and services at specified prices by NJPA or NJPA Members pursuant to an Contract resulting from this RFP. Purchase Order flow and procedure will be developed jointly between NJPA and an Awarded Vendor after an award is made.

**9.4 Terms of Acceptance and Terms of Cancellation-** The Vendor and NJPA Members are advised to address and document mutually acceptable “Terms of Acceptance” and “Terms of Cancellation” in their Purchase Order.

**9.5 Forms and Certifications Attached:** Proposer/Purchaser will be jointly responsible for the provision of the applicable forms and certifications for the unique mix of “Base Bus” and “Bid Options” as identified in the appendices hereto.

**9.5 Governing Law-** Purchase Orders, as identified above, shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser. Each and every provision of law and clause required by law to be included in the Purchase Order shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either part the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to Purchase Order(s) shall be a court of competent jurisdiction to the Purchaser.

**9.6 Additional Terms and Conditions-** Additional terms and conditions to a Purchase Order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is OPTIONAL to all parties to the Purchase Order. The purpose of these additional terms and conditions is to, among other things; formerly introduce job or industry specific requirements of law such as prevailing wage legislation. Additional terms and conditions can include specific local policy requirements (FTA, APTA, etc.) and standard business practices of the issuing Member. Said additional terms and conditions shall not interfere with the general purpose and intent of this RFP.

**9.7 Specialized Service Requirements-** In the event that service requirements or specialized performance requirements such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements not addressed in the Contract resulting from this RFP; NJPA Member and Vendor may enter into a separate, stand alone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, Members and employees shall not be made party to any claim for breach of such agreement. Product sourcing is not considered a service.

**9.8 Performance Bond-** At the request of the member, a Vendor will provide all performance bonds

typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of Purchase Orders for goods and services. If a purchase order is cancelled for lack of a required performance bond, it shall be the recommendation of NJPA that pending Purchase Orders with all NJPA Members be considered for cancellation. Each member has the final decision on Purchase Order continuation. ANY PERFORMANCE BONDING REQUIRED BY THE MEMBER OR CUSTOMER STATE LAWS OR LOCAL POLICY IS TO BE MUTUALLY AGREED UPON AND SECURED BETWEEN THE VENDOR AND THE CUSTOMER/MEMBER.

#### A. MEMBER/BUYER RESPONSIBILITIES

**9.9** NJPA and NJPA Members, in the execution of a purchase pursuant to this RFP, shall be responsible for the execution of all audit and acceptance processes for all products and services. FTA Grantees, in specific, are responsible for meeting all FTA audit and acceptance requirements and documentation.

**9.10** The Vendor and NJPA Members are advised to address and document mutually acceptable “Terms of Inspection”, “Terms of Acceptance”, “Terms of Cancellation” and other terms and conditions found in the appendices hereto in their Purchase Order.

#### B. NJPA MEMBER SIGN-UP PROCEDURE

**9.11** A Potential NJPA Member is generally stated as any unit of government, education, or non-profit organization nationwide (and with possible international distribution). A properly executed Membership creates the necessary “Paper Trail” connection between the Member and NJPA. Membership in NJPA is required to participate in any NJPA contract. Any Member of NJPA who is in compliance with the terms and conditions of membership shall have the option and freedom to access any of the procurement contracts of NJPA.

**9.12** Awarded Vendors must agree to facilitate in the NJPA Membership process as part of connecting NJPA members to NJPA contracts. Potential NJPA Members may request membership with NJPA through the following methods:

- Potential members can complete their membership through on-line submission, or through a printable form available on-line at njpacoop.org.
- Potential Members may also submit proposed membership documentation which complies with their State and local Laws, rules and regulations for NJPA review.

**9.13** As part of the Contract award, it is the responsibility of the Vendor to facilitate the membership process.

**9.14** It is agreed that the completion of a Member Sign-up form expressing the Qualifying Member’s decision to participate under a Contract resulting from this RFP, signifies the NJPA Member’s acceptance of a Contract resulting from this RFP, and all its specifications, terms and conditions therein.

#### D. REPORTING OF SALE ACTIVITY

**9.15** A report of the total gross dollar volume of all products and services purchased by NJPA Members as it applies to this RFP and Contract will be provided monthly and payment of the administrative fee itemized will be due calendar quarterly to NJPA. The form and content of this reporting will be developed by NJPA in cooperation with the Vendor to include, but not limited to, name and address of purchasing agency, amount of purchase, a description of the items purchased, and other information reasonably requested..

#### E. AUDITS

**9.16** During the Term, Vendor will, upon not less than fourteen (14) business days’ prior written request,

make available to NJPA no more than once per calendar year, at Vendor's corporate offices, during normal business hours, the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and payments made by NJPA members for all products purchased under this Contract. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Vendor shall have the right to approve the independent auditor, which approval shall not be unreasonably withheld. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Vendor will permit the auditor to review the relevant Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties. Vendor agrees that the NJPA may audit their records with a reasonable notice to establish total compliance and to verify prices charged hereunder of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.

## F. HUB VENDORS

**9.17 Hub Vendor:** NJPA Members may, from time to time, require a Vendor resulting from this RFP to serve them through a "Hub Vendor" for the purposes of complying with a Law, Regulation, or Rule to which the individual NJPA Member deems to be applicable in their jurisdiction.

**9.18 Hub Vendor Fees:** Fees, costs, or expenses levied upon the NJPA Member OR the Vendor for the services provided by the Hub Vendor in the transaction provided that:

**9.18.1** The NJPA Member be notified by the Vendor that additional charges may apply; and

**9.18.2** The Vendor document the transaction to be "Executed for the Benefit of [NJPA Member Name]" on the face of all transactional and warranty documentation.

**9.19** If a Vendor initiates the use of a Hub Vendor relating to a transaction in response to this RFP, the cost of that Hub Vendor will be borne by the Vendor.

## G. TRADE-INS

**9.20** Where Appropriate, the value in US Dollars, of Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified "Trade-In" value shall be credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration to that purchase order.

## H. TERMINATION OF CONTRACT RESULTING FROM THIS RFP

**9.21** NJPA reserves the right to cancel the whole or any part of a resulting Contract due to failure by the Vendor to carry out any obligation, term or condition as described in the below procedure. Prior to any termination for cause, the NJPA will provide written notice to the Vendor, opportunity to respond and opportunity to cure according to the steps in the procedure in this Cancellation Section. Some examples of material breach are the following:

- The Vendor provides material that does not meet reasonable quality standards and is not remedied under the warranty;
- The Vendor fails to deliver the products or provide the services within a reasonable amount of time;
- NJPA has reason to believe the Vendor will not or cannot perform to the requirements of the Contract and issues a request for assurance as described herein and Vendor fails to respond;
- The Vendor fails to observe any of the material terms and conditions of the Contract; and/or,
- The Vendor fails to follow the established procedure for Purchase Orders, invoices and/or receipt of funds as established by the NJPA and the Vendor in the Contract.
- The Vendor fails to report quarterly sales volume;
- The Vendor fails to actively market this Contract within the guidelines provided in this RFP and

- the expectations of NJPA.
- If a Vendor fails to meet FTA requirements for FTA certified Busses.

**9.22** Each party shall follow the below procedure if the Contract is to be terminated for violations or non-performance issues:

**Step 1:** Issue a warning letter outlining the violations and/or non-performance and state the length of time (10 days) to provide a response and correct the problem(s) if reasonably possible in such time frame.

**Step 2:** Issue a letter of intent to cancel Contract, if the problem(s) is not resolved within fifty (50) days.

**Step 3:** Issue letter to cancel Contract for cause.

**9.23** Upon receipt of the written notice of concern, the Vendor shall have ten (10) business days to provide a satisfactory response to the NJPA. Failure on the part of the Vendor to reasonably address all issues of concern may result in Contract cancellation pursuant to this Section.

**9.24** Any termination shall have no effect on purchases that are in progress at the time the cancellation is received by the NJPA. The NJPA reserves the right to cancel the Contract immediately for convenience, without penalty or recourse, in the event the Vendor is not responsive concerning the remedy, the performance, or the violation issue within the time frame, completely or in part.

**9.25** The NJPA reserves the right to cancel or suspend the use of any Contract resulting from this RFP if the Vendor files for bankruptcy protection or is acquired by an independent third party. Prior to commencing services under this Contract, the Bidder/Vendor must furnish NJPA certification from insurer(s) proving level of coverage usual and customary to the specific industry. The coverage is to be maintained in full effect during the Contract period. Vendor must be willing to provide, upon request, certification of insurance to any NJPA member or member using this Contract.

**9.26** Either party may execute Contract termination without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

**9.24** NJPA may cancel any Contract resulting from this solicitation without any further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the NJPA is found to be in collusion with any Bidder to this RFP for their personal gain. Such cancellation shall be effective upon written notice from the NJPA or a later date if so designated in the notice given. A terminated Contract shall not relieve either party of financial, product or service obligations due to participating member or NJPA.

**9.27** Events of Automatic termination to include:

- Vendor's or NJPA's voluntary or involuntary bankruptcy or insolvency;
- Vendor's failure to remedy a material breach of a Contract resulting from this RFP within sixty (60) days of receipt of notice from NJPA specifying in reasonable detail the nature of such breach; and/or,
- Receipt of written information from any authorized agency finding activities of Vendors engaged in pursuant to a Contract resulting from this RFP to be in violation of the law.

## 10. GENERAL TERMS AND CONDITIONS

### A. ADVERTISEMENT OF THIS RFP

**10.1** As a policy, NJPA shall as a minimum advertise this solicitation 1) for two consecutive weeks in both the print and on-line editions of the MINNEAPOLIS STAR TRIBUNE, 2) it shall be placed on a

national wire service by the MINNEAPOLIS STAR TRIBUNE, 3) it shall be posted on NJPA's website, 4) it shall be posted to the website "Noticetobidders.com," and 5) it shall be posted to other third-party websites such as fedbizopps.gov, onvia.com, and Bidsync.com which are deemed appropriate by NJPA.

**10.2** GEORGIA will place this RFP on their TeamGeorgia Marketplace/ Georgia Procurement Registry.

**10.3** NJPA intends to make this solicitation available for placement on Procurement registries of all States as well as with the American Public Transit Association (APTA).

## B. ADVERTISING OF A CONTRACT RESULTING FROM THIS RFP

**10.4** Bidder/Vendor shall not advertise or publish information concerning this Contract prior to the award being announced by the NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

## C. APPLICABLE LAW

**10.5 NJPA Compliance with Minnesota Procurement Law:** Contracts awarded through NJPA are intended to meet the procurement laws of all states and NJPA will exhaust all avenues to comply with as many state laws as possible. It is the responsibility of each participating NJPA member to insure to their satisfaction that these laws are satisfied. An individual NJPA member using these contracts is deemed by their own accord to be in compliance with bidding regulations. NJPA encourages the awarded Vendor to assist NJPA and the NJPA member in this research to the benefit of all involved.

**10.6 Governing Law:** All applicable portions of the Minnesota Uniform Commercial Code and all other applicable Minnesota laws shall govern contracts with the National Joint Powers Alliance®. Any claims pertaining to this RFP and any resulting Contract that develop between NJPA and any other party must be brought forth only in courts in Todd County in the State of Minnesota.

**10.7 Vendor Compliance with applicable law:** Vendor(s) shall comply with all federal, state, or local laws applicable to or pertaining to the sale of the products or services resulting from this RFP. All such laws, whether or not herein contained, shall be included by this reference. It shall be Bidder's/Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.

**10.8 Indemnity:** Each party agrees that it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. NJPA's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law. Other indemnity requirements of FTA and APTA contained in the Appendices hereto may be included in your Purchas Order issued pursuant to a Contract resulting from this RFP.

**10.9 Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with prevailing wage legislation in effect in the jurisdiction of the purchaser (NJPA or NJPA Member). It shall be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this Contract and adjust wage rates accordingly.

**10.10 Patent and Copyright infringement:** If an article sold and delivered to NJPA or NJPA Members hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whatsoever on account of the use or sale of such articles by NJPA or NJPA Members in violation or right under such patent or copyright.

## D. ASSIGNMENT OF CONTRACT

**10.11** No right or interest in this Contract shall be assigned or transferred by the Bidder/Vendor without prior written permission by the NJPA. No delegation of any duty of the Bidder/Vendor shall be made without prior written permission of the NJPA. The NJPA shall notify the members within fifteen (15) days of receipt of written notice by the Vendor. After issuance the awarded Contract may be reassigned to a comparable Vendor at the discretion of NJPA.

**10.12** If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. NJPA reserves the right to reject the acquiring person or entity as a Vendor. A simple change of name agreement will not change the contractual obligations of the Vendor.

#### E. BIDDERS LIST

**10.13** NJPA will not maintain or communicate to a bidders list. All interested bidders must respond to the solicitation as a result of one of the methods of bid advertisements listed above. Because of the scope of the potential Members and national Vendors, NJPA has determined this to be the best method of fairly soliciting bids.

#### F. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

**10.14** The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

#### G. CONFIDENTIAL INFORMATION

**10.15** If a Bidder wishes to withhold any part of its bid from public inspection, then a statement advising the NJPA of this fact shall accompany the submission. The NJPA shall review the statement to determine whether the information shall be withheld. If the NJPA determines to disclose the information, the Executive Director of the NJPA shall inform the Bidder, in writing, of such determination prior to award of Contract to Bidder.

#### H. DATA PRIVACY

**10.16** Bidder agrees to abide by all applicable STATE and FEDERAL laws and regulations concerning the handling and disclosure of private and confidential information regarding individuals. Bidder agrees to hold the NJPA harmless from unlawful disclosure and/or use of private/confidential information.

#### I. ENTIRE AGREEMENT

**10.17** The Contract, as defined herein, shall constitute the entire understanding between the parties to that Contract. All terms and conditions of this RFP and the entire Bidder's response are to be considered a part of the resulting Vendor Agreement.

**10.18** A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Acceptance and Award Form document (see Form D).

#### J. FORCE MAJEURE

**10.19** Please refer to similar sections contained in APTA Appendices attached hereto.

#### K. GRATUITIES

**10.20** NJPA may cancel this Contract by written notice if it is found that gratuities, in the form of

entertainment, gifts or otherwise, were offered or given by the Bidder/Vendor or any agent or representative of the Bidder/Vendor, to any employee of the NJPA are deemed to be excessive with a view toward securing a contract or with respect to the performance of this Contract. However, paying the expenses of normal business meals or travel to meetings as described and allowed by law, which are generally made available to all eligible school and government employees, shall not be prohibited by this paragraph. Samples of products provided to the NJPA for demonstration, evaluation, or loan purposes are not considered gratuities.

#### L. HAZARDOUS SUBSTANCES

**10.21** Proper Material Safety Data Sheets (MSDS), in compliance with OSHA's Hazard Communication Standard, must be provided by the Vendor to NJPA or NJPA Member at the time of purchase.

#### M. LEGAL REMEDIES

**10.22** All claims and controversies between NJPA and Vendor shall be subject to the laws of the State of Minnesota and are to be resolved in Todd County, Minnesota, the county in which NJPA is domiciled.

#### N. LICENSES

**10.23** Bidder/Vendor shall maintain a current status on all required federal, state, and local licenses, bonds and permits required for the operation of the business conducted by the Bidder/Vendor.

**10.24** All responding Bidders must be licensed (where required) and have the authority to sell and distribute offered products to NJPA and NJPA Members in all states. Documentation of said licenses and authorities, if applicable, is requested under Tab 3.

#### O. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

**10.25** The apparent successful Vendor shall be required to supply the names and addresses of material suppliers and sub-contractors when requested.

**10.26** Awarded Vendors under this RFP will be the sole source of responsibility for transactions originating from a Contract resulting from this RFP. The Awarded Vendor is solely responsible for products and services provided by third party material or service providers.

#### P. NON-WAIVER OF RIGHTS

**10.27** No failure of either party to exercise any power given to it hereunder, nor to insistence upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or assert any right hereunder shall not be deemed as waiver of such right.

#### Q. PROTESTS OF AWARDS MADE

**10.28** Protests shall be filed with the NJPA's Coordinator of Bids and Contracts and Director of Business Development and shall be resolved in accordance with appropriate state statutes of Minnesota. A protest must be in writing and filed with NJPA. A protest of an award or proposed award must be filed within ten (10) days after the public notice or announcement of the award. No protest shall lie for a claim that the selected Bidder is not a responsible Bidder. Only Bidder's are eligible to issue Protests to this RFP. A protest must include:

1. The name, address and telephone number of the protester;
2. The original signature of the protester or its representative;

3. Identification of the solicitation by RFP number;
4. A detailed statement of the legal and factual grounds of protest including copies of any relevant documents; and, the bid form of relief sought.

#### R. PROVISIONS REQUIRED BY LAW

**10.29** Bidder/Vendor agrees that in the performance of a Contract resulting from this RFP, it has complied with or will comply with all applicable statutes, laws, regulations, and orders of the United States and any State thereof.

#### S. PUBLIC RECORD

**10.30** All bids submitted to this invitation shall become the property of the NJPA and will become a matter of public record and available for review subsequent to the award notification. Bids may be viewed by appointment at the NJPA offices Monday through Friday from 8:30 a.m. to 3:30 p.m.

#### T. RIGHT TO ASSURANCE

**10.31** Whenever one party to this Contract has reason to question the other party's intent to perform, he/she may demand a written assurance of this intent. In the event that a demand is made and no written assurance is given, the demanding party may treat this failure as an anticipatory repudiation of the Contract provided, however, in order to be effective, any such demand shall be addressed to the authorized signer for the party from whom the assurance is being sought, and sent via U.S. Postal Service, certified mail, return receipt requested or national overnight delivery service with proof of delivery.

#### U. SUSPENSION OR DISBARMENT STATUS

**10.32** If within the past five (5) years, any firm, business, person or Bidder submitting a bid has been lawfully precluded from participating in any public procurement activity with a federal, state or local government, the Bidder must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the cancellation of any Contract. By signing the bid section, the Bidder certifies that no current suspension or debarment exists.

## V. HUMAN RIGHTS CERTIFICATE

**10.33** If Bidder is not domiciled in Minnesota and has NOT on any single working day in the past year, employed more than 40 employees in the State of Minnesota, Bidder must provide a statement to that effect.

**10.34** If Bidder is not domiciled in Minnesota and has on any single working day in the past year, employed more than 40 employees in the State of Minnesota, Bidder must document their application for a Human Rights Certificate issued by the Minnesota Commissioner of Human Rights. Bidder must also document receipt by the Minnesota Commissioner of Human Rights of that application and the Bidder's affirmative action plan for the employment of minority persons, women, and qualified disabled individuals.

**10.35** If Bidder is domiciled in Minnesota and has on any single working day in the past year, employed more than 40 employees in the State of Minnesota, Bidder must provide a copy of their "Certificate of Compliance" from the Commissioner of the Minnesota Department of Human Rights.

## W. SEVERABILITY

**10.36** In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from a Contract resulting from this RFP, but such invalidity or unenforceability shall not invalidate any of the other terms of a Contract resulting from this RFP.

## X. RELATIONSHIP OF PARTIES

**10.37** No Contract resulting from this RFP shall be considered a contract of employment. The relationship between NJPA and an Awarded Contractor is one of independent contractors each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties do not intend the proposed Contract to create, or is to be construed as creating a partnership, joint venture, master-servant, principal-agent, or any other relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party, and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

## BIDDER RESPONSE

### Form A

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

RESPONSE completed by: \_\_\_\_\_

Please provide an answer to all questions below and address all requests made in this RFP. Please use the Microsoft Word document version of this Response to respond to the questions contained herein. Please provide your answer to each question indented below the question. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. Please place your bid response in a three-ringed binder tabbed as indicated below. Two complete copies are required. All information must be typed, organized, and easily understood by evaluators. Please limit your answer and documentation as they directly relate to this RFP.

#### **INSIDE FRONT COVER (pocket or 3-ringed binder sleeve)**

- **Original executed forms D, E, H & I.**
- **Electronic submission of bid (CD).**
- **Certificate of Insurance**

#### **Please insert a table of contents**

#### **Tab 1: Company Information**

- 1) Provide the full legal name, address, and telephone number for your business.
- 2) Provide contact information for the primary contact person from your business relating to this RFP. (Form B)
- 3) Provide a brief history of your company that includes its goals and philosophy.
- 4) Provide profiles and an organizational chart for key executives of your company that will oversee the implementation and operation of a Contract resulting from this RFP.
- 5) How long has your company has been in the **PUBLIC MASS TRANSIT AND TRANSPORTATION RELATED VEHICLES WITH ACCESSORIES AND ATTACHMENTS** industry?
- 6) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products and services being bid?
  - a) If the Bidder is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products you are bidding.
  - b) If the Bidder is best described as a manufacturer, please describe your relationship with your sales/service force in delivering the products and services proposed. Are these people your employees, or the employees of a third party?
- 7) For public companies, provide your most recent annual report to shareholders.
- 8) For private companies, provide your most recent year-end financial statements, your bond rating, and/or a credit reference from your bank.

#### **TAB 2 Industry-Marketplace Successes**

- 9) List and document recent industry awards and recognition.
- 10) Supply three references/testimonials from customers similar to NJPA Members. Please include the customer's name, contact, and phone number.
- 11) Provide names and addresses of the top five (5) governmental or education customers and dollar volumes from the past year.
- 12) Provide documentation indicating the total dollar volume for each of your sales to government, education, and non-profit agencies for the last three (3) fiscal years.

#### **Tab 3 Bidder's ability to sell and service nationwide.**

- 13) Please describe your **sales force** in terms of numbers, geographic dispersion, and the proportion of their attention

focused on the sale of the products and services contemplated in this RFP? Are these individuals your employees, or are they employees of a third party?

- 14) Please describe your **technical service capability** in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the products and services contemplated in this RFP? Are these individuals your employees, or are they employees of a third party?
- 15) Please describe your logistics solutions for the provision of parts to both Bidder's service agents and NJPA or NJPA Members.
- 16) Describe in detail your customer service program regarding processes and procedures. Please include, where appropriate, response time commitments.
- 17) Identify any geographic areas of the United States you will **NOT** be serving.
- 18) Identify any of NJPA Member segment you will not be serving? (Government, Education, Non-profit)

#### **Tab 4 Marketing Plan**

- 19) Describe your general marketing program strategy to promote the proposed Contract nationally.
- 20) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. Please send marketing materials in electronic format only to save paper.
- 21) Describe your use of the internet to provide marketing and product awareness.
- 22) Describe your perception of NJPA's role in marketing the partnership and products and services.
- 23) Describe the unique quality of the products in your bid in relationship to others available in the market.

#### **Tab 5 Value Added Attributes**

- 24) Describe any training programs available as options for members.
- 25) Describe technological advances your bid products offer.
- 26) Describe your "Green" program as it relates to your company, your products, and your recycling program.
- 27) Describe any Disadvantaged Business Enterprises accreditations of your organization or for related manufacturer or distributor directly involved in a Contract resulting from this RFP.
- 28) Identify any service contract options included in the bid price, or offered as a bid option, for the products or services being offered.
- 29) Identify your ability and willingness to service Canada specifically and internationally in general.

#### **Tab 6 Product Line and Misc**

- 30) Provide a general narrative description of the products and services you are offering in your bid.
- 31) Provide original signed FTA certifications for all busses to be sold as FTA certified busses.
- 32) Identify any applicable leasing or other financing options as defined herein.
- 33) Briefly describe your proposed order process for this bid award and contract. (Note: order process may be modified or refined during the final Contract phase of this RFP process.
- 34) Describe your shipping, exchange and return program(s) and policy(s) on Attachment 1 for each bus bid. Also specifically identify those programs as they relate to Alaska and Hawaii.

#### **Tab 7 Warranty**

- 35) Describe, in detail, your Warranty Program including length, conditions to qualify, claims procedure, and overall structure. Note: warranties must meet or exceed those described in Appendices.
- 36) Do all warranties cover all material and labor?
- 37) Do warranties impose usage limit restrictions?
- 38) Do warranties cover the technicians travel time to perform warranty repairs?
- 39) Please list any other limitations or circumstances that would not be covered under your warranty.
- 40) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How do NJPA Members in these regions receive warranty work?

#### **Tab 8 Other cooperative procurement contracts held**

- 41) Identify all cooperative governmental procurement contracts which are marketed in more than one state held or utilized by the Bidder.
- 42) Identify all government procurement contracts held or utilized by the Bidder with any State of the United States.
- 43) Identify any GSA Contracts held or utilized by the Bidder.

**Tab 9: Pricing (See attached Pricing Sheet)**

- 44) Provide a Pricing sheet (Attachment 1) for each of the buses you are bidding according to specifications provided in Attachment 2.
- 45) Provide all appropriate forms and certifications relating to Federally and non-Federally funded transactions, including but not limited to those contained in appendices hereto for each “Base Bus” being bid.
- 46) Provide your proposed payment terms (i.e. 2/10, net 30). Document these terms in each “Attachment 1” for each bus submitted.
- 47) Do you offer quantity or volume discounts? \_\_\_\_\_ YES \_\_\_\_\_ NO Outline guidelines and program.
- 48) Do you offer discounts for progress payments? \_\_\_\_\_ Yes \_\_\_\_\_ NO Outline guidelines and program
- 49) Provide a Pricing sheet for each bus to be bid which is **not included** in Attachment 2.
- 50) Please indicate your “Sourced Goods Multiplier” as a percentage of demonstrated cost for Sourced Goods as defined herein.
- 51) As a result of efficiencies driven to the Vendor and the aggregation of purchases resulting from this RFP, pricing should be better than your largest single customer or cooperative. As an important part of the evaluation of your offer, you must indicate the level of pricing you are offering.  
 Prices offered in this bid are:
  - \_\_\_\_\_ a. The same as we offer on single Transit Agency / customer.
  - \_\_\_\_\_ b. The same as we offer to procurement cooperatives and state purchasing departments.
  - \_\_\_\_\_ c. Better than we offer to purchasing procurement cooperatives or state purchasing departments.
 (Your bid will be considered “Non-Responsive” if this question is not answered.)

**Tab 10: Acknowledgement of receipt for Addenda**

- 52) Please include Form CER 2.1 Acknowledgment of Addenda from Appendix 6, APTA Section 9.

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**Authorized Signature** (Same signature as on Bid Affidavit Signature and Acceptance Form)

**Form B**

**BIDDER INFORMATION**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Toll Free Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

Web site: \_\_\_\_\_

VOIDS sometimes exist between management (those who respond to RFPs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

**COMPANY PERSONNEL CONTACTS**

Contract Manager:

\_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

In accordance with accepted standards of competitive sealed bid awards as set forth in the Minnesota Procurement Code, competitive sealed bids/awards will be made to responsible Bidders whose bids are determined in writing to be responsive and also be the most advantageous to NJPA and its NJPA Members. To qualify for the final evaluation, a Bidder must have been deemed responsive as a result of the criteria set for "Bidder Responsiveness." A bid must have been submitted on time and materially satisfy all mandatory requirements identified in this document.

Evaluation for: \_\_\_\_\_

The evaluation criteria for this solicitation, **not** arranged in order of importance:

	Available Points	Points Awarded
Tab 1 Company Information, Qualification and Experience	75	
Tab 2 & 8 References, Past Performances and Successes	75	
Tab 5 Supplier Program, value Added Features	25	
Tab 3 Service and Distribution Network	125	
Tab 4 Marketing	100	
Tab 6 Product Line and Misc.	25	
Tab 7 Warranty	75	
Tab 9 Pricing, Payment Terms and Volume Discounts	500	
Total Points	1000	
Bonus Points awarded for:		
Bidders "Green" characteristics	25	
Bidders DBE characteristics	25	
Overall Evaluation Points	1050	

Reviewed by: \_\_\_\_\_ Its \_\_\_\_\_

\_\_\_\_\_ Its \_\_\_\_\_





**J.**

**Bid Offering  
And Acceptance and Award  
RFP #022209**

**FORM D**

**PUBLIC MASS TRANSIT AND TRANSPORTATION RELATED VEHICLES WITH ACCESSORIES AND ATTACHMENTS,**

**Bid Offering (To be Completed Only by Bidder)**

In compliance with the Request For Proposal (RFP) for PUBLIC MASS TRANSIT AND TRANSPORTATION RELATED VEHICLES WITH ACCESSORIES AND ATTACHMENTS, the undersigned warrants that I/we have examined the RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby offer and agree to furnish the defined products and services in compliance with all terms, conditions of the RFP, any applicable amendments of this RFP, and all Bidder's response documentation. Bidder further understands they are the sole offeror herein and that the performance of any sub-contractors employed by the Bidder in fulfillment of this offer is the sole responsibility of the Bidder.

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature (ink only): \_\_\_\_\_

(Name printed or typed)

**Contract Acceptance and Award (To be completed only by NJPA)**

Your bid offering is hereby accepted and awarded for each individual line item grouping of related busses identified on attached Form D-1 and as of the individual date awarded. As the awarded Bidder, you are now bound to provide the defined goods and services contained in your bid offering according to all terms, conditions, and pricing set forth in the RFP, any amendments to the RFP, and the Bidder's Response. The term of the Contract shall commence on the date of this award and continue for four years AND which is subject to annual renewal at the option of both parties.

**National Joint Powers Alliance® (NJPA)**

NJPA Authorized signature: \_\_\_\_\_

(Name printed or typed)

Title: \_\_\_\_\_

NJPA Authorized signature: \_\_\_\_\_

Title: \_\_\_\_\_

Awarded this \_\_\_\_\_ day of \_\_\_\_\_

**Contract Number # 022209**

Form D-1 Line Item Award



Microsoft Office  
Excel 97-2003 Worksf

**K. BIDDER ASSURANCE OF COMPLIANCE**

**Form E**

**Bid Affidavit Signature Page**

**BIDDER'S AFFIDAVIT**

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing bid (such persons, firms and corporations hereinafter being referred to as the "Bidder"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Bidder is submitting their bid under their true and correct name, the Bidder has been properly originated and legally exists in good standing in its state of residence, that the Bidder possesses, or will possess prior to the delivery of any goods and services, all applicable licenses necessary for such delivery, and that they are authorized to act on behalf of, and encumber the "Bidder" in this Contract, and
2. To the best of my knowledge, no Bidder or Potential Bidder, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Bidders, Potential Bidders, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition in the letting of the Contract sought for by this RFP, and
3. The Bidder or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the bidding or award of the referenced contract, and
4. Neither I, the Bidder, nor, any officer, director, partner, member or associate of the Bidder, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985, and
5. The Bidder has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal, and
6. If awarded a contract, the Bidder will provide the products, equipment and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Bidder offered specifications and other documents of this solicitation, and
7. The undersigned, being familiar with expectations and specifications request outlined in this defined RFP under consideration, hereby proposes to deliver through valid service request, Purchase Orders or forms for NJPA Members per RFP, only new, unused and first quality products and services to designated NJPA Members, and
8. The Bidder has carefully checked the accuracy of all items and listed total price per item in this bid. In addition, the Bidder accepts all general terms and conditions of this RFP, including all responsibilities of commitment and delivery of services as outlined, and
9. In submitting this bid, it is understood that the right is reserved by the NJPA to reject any or all bids and it is agreed that this bid may not be withdrawn during a period of 90 days from the date bids were opened regarding this RFP, and
10. The Bidder certifies that in performing this Contract they will comply with all applicable provisions of the

federal, state, and local laws, regulations, rules, and orders, and

11. If Bidder has more than 40 employees in the state in which their principal place of business is located, Bidder hereby certifies their compliance with federal affirmative action requirements.

12. Bidder's has included in all prices quoted the "Total Cost of Acquisition" of all goods and services bid.

Company Name: \_\_\_\_\_

Contact Person for Questions: \_\_\_\_\_ Phone: \_\_\_\_\_  
(Must be individual who is responsible for filling out this Bidder's Response form)

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Authorized Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Notarized**

Subscribed and sworn to before me this \_\_\_\_\_ the day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public in and for the County of \_\_\_\_\_ State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

Signature: \_\_\_\_\_

**Form H**

**HUMAN RIGHTS CERTIFICATION**

Bidders must indicate in which category below they belong and provide the appropriate attachment indicated.

\_\_\_\_\_ Bidder has NOT on any single working day in the past year, employed more than 40 employees in the State of Minnesota.

**Bidder must provide a statement to that effect.**

\_\_\_\_\_ Bidder is not domiciled in Minnesota and has on any single working day in the past year, employed more than 40 employees in the State of Minnesota.

**Bidder must document their application for a Human Rights Certificate issued by the Minnesota Commissioner of Human Rights. Bidder must also document receipt by the Minnesota Commissioner of Human Rights of that application and the Bidder's affirmative action plan for the employment of minority persons, women, and qualified disabled individuals.**

\_\_\_\_\_ Bidder is domiciled in Minnesota and has on any single working day in the past year, employed more than 40 employees in the State of Minnesota.

**Bidder must provide a copy of their "Certificate of Compliance" from the Commissioner of the Minnesota Department of Human Rights.**

Bidder Name \_\_\_\_\_

By \_\_\_\_\_ Its \_\_\_\_\_

Dated \_\_\_\_\_

**Form I**

**State of Minnesota — Immigration Status Certification**

By order of the Governor’s Executive Order 08-01, vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

*E-Verify* program information can be found at <http://www.dhs.gov/ximgtn/programs>.

If any response to a solicitation is or could be in excess of \$50,000, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this Contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and

2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

**I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.**

Name of Company: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

If the contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the contract, and/or suspending or debaring the contract vendor from state purchasing.

**For assistance with the *E-Verify* Program**

Contact the National Customer Service Center (NCSC) at **1-800-375-5283** (TTY 1-800-767-1833).

**For assistance with this form, contact:**

Mail: 112 Administration Bldg, 50 Sherburne Ave. St. Paul, MN 55155

E-mail: [MMDHelp.Line@state.mn.us](mailto:MMDHelp.Line@state.mn.us)

Telephone: 651.296.2600

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529

## 11. APPENDICES

Appendix 1: APTA Section 3 General Conditions, Terms and Conditions

<http://pur.doas.ga.gov/swc/TransitBus/Appendix1APTASection3TermsandConditions.docx>

Appendix 2: APTA Section 4 Special Provisions

<http://pur.doas.ga.gov/swc/TransitBus/Appendix2APTASection4SpecialProvisions.docx>

Appendix 3: APTA Section 5 Federal Requirements

<http://pur.doas.ga.gov/swc/TransitBus/Appendix3APTASection3FederalRequirements.docx>

Appendix 4: APTA Section 7 Warranty

<http://pur.doas.ga.gov/swc/TransitBus/Appendix4APTASection7Warranty.docx>

Appendix 5: APTA Section 8 Quality Assurance

<http://pur.doas.ga.gov/swc/TransitBus/Appendix5APTASection8QualityAssurance.docx>

Appendix 6: APTA Section 9 Forms and Certifications

<http://pur.doas.ga.gov/swc/TransitBus/Appendix6APTASection9FormsandCertifications.docx>

Appendix 7: APTA Section 11 Liquidated Damages Calculations

<http://pur.doas.ga.gov/swc/TransitBus/Appendix7APTASection11GuidelinesCalculatingLiquidatedDamages.docx>

Appendix 8: Federal Requirements and Clauses

<http://pur.doas.ga.gov/swc/TransitBus/Appendix842201FFederalreqclauses.docx>

Appendix 9: FTA Protests, Changes and Modifications, Disputes, Claims, Litigation, and Settlements

<http://pur.doas.ga.gov/swc/TransitBus/Appendix9CHPTVIIFTACIR42201FProtests.docx>

Appendix 10: FTA Master Agreement

<http://www.state.hi.us/dot/stp/07-5310-masteragreement2006.pdf>

Appendix 11: FTA Required Forms

<http://pur.doas.ga.gov/swc/TransitBus/Appendix11FTARequiredForms.docx>

**Attachment 1: Pricing Sheet**

**The attached price sheet is to be used to price the bus(s) you are submitting your bid.**



NJPA National Bus  
Solicitation Pricing She

**Attachment 2: National Joint Powers Alliance (NJPA) Transit Bus list with specifications**



NJPA  
Line\_Item\_Listing w l