



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
PURCHASE BUREAU
33 WEST STATE STREET
PO Box 230
TRENTON, NEW JERSEY 08625-0230

NOTICE OF AWARD (NOA)

FOR

**Truck, Pickup, 8,800 lb. GVWR, Ext. Cab,
4-Door, 4WD with 6' Body & Trailer Tow Package
(T-2053)**

Bid Number: 02-X-34400

Date Issued: 7/14/05

Using Agency

State of New Jersey
Cooperative Purchasing Members

This NOA consists of the following:

1. Original request for proposal (RFP) specifications, including New Jersey Standard Terms and Conditions
2. Information inserted in the above (as provided in the bid proposal by the contractors)
3. Vendor information sheet
4. Contract items by vendor
5. Contract items by price lines (in numerical order)

Note:

For information pertinent to this contract and all other New Jersey motor vehicle contracts (both road and off-road vehicles), visit the motor vehicle contracts website at the following address (lowercase):
<http://www.state.nj.us/treasury/purchase/mvcontracts.htm>

SPECIFICATIONS

FOR

Truck, Pickup, 8,800 lb. GVWR, Ext. Cab, 4-Door, 4WD with 6' Body & Trailer Tow Package (T-2053)

Bid Number: 02-X-34400

ISSUED: JULY 9, 2002

REVISED: JULY 14, 2005

INDEX OF LIGHT DUTY VEHICLE CONTRACTS:

- T-0098 - MOTOR VEHICLES, LAW ENFORCEMENT
- T-0099 - VEHICLES, AUTOMOBILES, SEDANS/STATION WAGONS
- T-0100 - VEHICLES, TRUCKS, PICKUP, COMPACT
- T-1385 - ALTERNATIVE FUEL VEHICLES (AFV), DEDICATED CNG AND FLEXIBLE FUEL
- T-2006 - VEHICLES, PASSENGER VANS, 7/8/12/15-PASSENGER
- T-2007 - VEHICLES, SPORT UTILITY (SUV)
- T-2094 - HYBRID GASOLINE-ELECTRIC VEHICLE (HEV), SEDAN, 4-DR, FRONT WHEEL DRIVE
- T-2096 - ALTERNATIVE FUEL VEHICLE (AFV), CARGO VAN, FLEXIBLE FUEL
- T-2097 - ALTERNATIVE FUEL VEHICLE (AFV), SPORT UTILITY VEHICLE (SUV), LAW ENFORCEMENT, 2WD, FLEXIBLE FUEL
- T-2098 - ALTERNATIVE FUEL VEHICLE (AFV), SPORT UTILITY VEHICLES (SUV), FLEXIBLE FUEL
- T-2099 - VEHICLES, TRUCKS, PICKUP, CLASS 1
- T-2100 - VEHICLES, TRUCKS, CLASS 2, PICKUP/UTILITY, WITH SNOW PLOW OPTION
- T-2101 - VEHICLES, TRUCKS, CLASS 3, PICKUP/UTILITY/DUMP, WITH SNOW PLOW OPTION
- T-2102 - VEHICLES, TRUCKS, CLASS 4, UTILITY/DUMP, WITH SNOW PLOW OPTION
- T-2103 - VEHICLES, CARGO VANS, CLASS I/II/III, REGULAR/EXTENDED
- T-2254 - CHEVROLET SUBURBAN, 4WD, WITH OPTIONAL EQUIPMENT
- T-2297 - HYBRID GASOLINE-ELECTRIC VEHICLE (HEV), FORD ESCAPE, 2WD/4WD
- T-2298 - HYBRID GASOLINE-ELECTRIC VEHICLE (HEV), PICKUP, CHEVROLET SILVERADO 1500 2WD/4WD

S P E C I F I C A T I O N S

FOR

TRUCK, PICKUP, 8,800 LB. GVWR, EXTENDED CAB, 4-DOOR, 4WD,
WITH 6 FT. BED AND TRAILER PACKAGE

(TERM CONTRACT T-2053)

FEBRUARY 25, 2002

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TRUCK, PICKUP, 8,800 LB. GVWR, EXTENDED CAB, 4-DOOR, 4WD, WITH 6 FT.
BED AND TRAILER PACKAGE.

MAKE/MODEL: FORD F-250 XL 4WD SUPERCAB

**CONTRACTOR: PRINCETON'S NASSAU CONOVER FORD LINCOLN MERCURY INC.
CONTRACT #: A51903**

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7.0 DEFINITIONS, PURPOSE AND INTENT AND SCOPE OF WORK

7.1 DEFINITIONS:

AS USED IN THIS REQUEST FOR PROPOSAL (RFP), UNLESS OTHERWISE
EXPRESSLY PROVIDED OR THE CONTEXT OTHERWISE REQUIRES, THE

FOLLOWING DEFINITIONS OF TERMS SHALL GOVERN THE CONSTRUCTION OF THIS RFP:

7.1.1 "RFP" (REQUEST FOR PROPOSAL) MEANS AN ADVERTISED BID SOLICITATION ISSUED BY THE STATE (STATE OF NEW JERSEY PURCHASE BUREAU) TO SEEK BID PROPOSALS FOR THE PURPOSE OF ESTABLISHING A STATE CONTRACT. THIS RFP INCLUDES THE COVER SHEET AND ITEMS 1.0 THROUGH 17.0 AS SHOWN IN THE TABLE OF CONTENTS.

7.1.2 "ADDENDA" MEANS WRITTEN OR GRAPHIC INSTRUMENTS ISSUED BY THE STATE, WHICH MODIFY OR INTERPRET THE RFP DOCUMENT BY ADDITIONS, DELETIONS, CLARIFICATIONS OR CORRECTIONS.

7.1.3 "UNIT" MEANS PRODUCT(S) AND SERVICES SPECIFIED IN THIS RFP FOR THE PROCUREMENT OF A NEW, 2006 MODEL YEAR OR NEWER, TRUCK, PICKUP, 8,800 LB. GVWR, EXTENDED CAB, 4-DOOR, 4WD, WITH 6 FT. BED AND TRAILER PACKAGE.

7.1.4 "BIDDER" MEANS A VENDOR FIRM, PERSON, PARTNERSHIP, CORPORATION OR JOINT VENTURE SUBMITTING A BID PROPOSAL IN RESPONSE TO THIS RFP FOR THE PURPOSE OF OBTAINING A STATE CONTRACT.

7.1.5 "AGENCY" MEANS ANY USER AUTHORIZED TO UTILIZE THE STATE CONTRACT, SUCH AS ANY STATE AGENCY (DEPARTMENT OF TRANSPORTATION, DEPARTMENT OF ENVIRONMENTAL PROTECTION, DEPARTMENT OF CORRECTIONS, ETC.), QUASI-STATE AGENCY (NY/NJ PORT AUTHORITY, NJ TURNPIKE, ETC.) AND, IF EXTENDED BY THE CONTRACTOR, MUNICIPALITIES, COUNTIES, SCHOOL DISTRICTS, AND COUNTY AND STATE COLLEGES. CURRENTLY, THERE ARE OVER 2,500 PARTICIPANTS IN THE COOPERATIVE PURCHASING PROGRAM. ONCE AWARD(S) ARE MADE, A NOTICE OF AWARD (NOA) WILL BE DISTRIBUTED TO AGENCIES AND UPLOADED TO THE PURCHASE BUREAU WEBSITE. VISIT THE VEHICLE WEBPAGE AT (LOWERCASE) www.state.nj.us/treasury/purchase/mvcontracts.htm

7.1.5.1 "QUASI-STATE AGENCY" MEANS ANY AGENCY, COMMISSION, BOARD, AUTHORITY OR OTHER SUCH GOVERNMENT ENTITY, WHICH IS ESTABLISHED AND IS ALLOCATED TO A STATE DEPARTMENT OR ANY BI-STATE GOVERNMENTAL ENTITY OF WHICH THE STATE OF NEW JERSEY IS A MEMBER.

7.1.6 "ORDERING AGENCY" MEANS ANY AGENCY ISSUING THE PURCHASE ORDER OR ANY AGENCY SHOWN AS THE USING AGENCY IN THE PURCHASE ORDER (IN "SHIP TO" AND/OR "BILL TO" AREA). IF AND WHEN ANY ORDERING AGENCY NEEDS TO PURCHASE THE SPECIFIED PRODUCT(S) AND/OR SERVICE(S), A PURCHASE ORDER WILL BE ISSUED TO THE CONTRACTOR FOR A SPECIFIC QUANTITY OF A SPECIFIC PRICE LINE ITEM. ONLY AFTER SUCCESSFUL COMPLETION, IN ACCORDANCE WITH THE CONTRACT, A PAYMENT WILL BE MADE TO THE CONTRACTOR.

7.1.7 "DIRECTOR" MEANS THE DIRECTOR, DIVISION OF PURCHASE AND PROPERTY, DEPARTMENT OF TREASURY. BY STATUTORY AUTHORITY, THE DIRECTOR IS THE CONTRACTING OFFICER FOR THE STATE OF NEW JERSEY.

7.1.8 "BUYER" MEANS THE BUYER ASSIGNED THE PROCUREMENT PROJECT. THE COVER SHEET OF THE RFP LISTS BUYER'S NAME AND TELEPHONE NUMBER.

7.1.9 "CONTRACTOR" MEANS THE SUCCESSFUL BIDDER THAT IS AWARDED A CONTRACT BY THE STATE TO PROVIDE THE PRODUCT(S) AND SERVICE(S) SPECIFIED IN THE RFP.

7.1.10 "CONTRACT" MEANS AN AWARD RESULTING FROM A SUCCESSFUL BID PROPOSAL IN RESPONSE TO THIS RFP. A CONTRACT CONSTITUTES THE

ENTIRE AGREEMENT BETWEEN THE STATE AND THE CONTRACTOR AND COMPRISES THE RFP, ANY ADDENDA THERETO, CONTRACTOR'S BID PROPOSAL, BIDDER REPRESENTATIONS DECLARED AS PART OF ANY ORAL PRESENTATION AND/OR SITE VISIT PROCEEDINGS AND AN AWARD. AFTER AWARD(S) ARE MADE, CONTRACT(S) WILL BE SENT TO CONTRACTOR(S).

7.2 PURPOSE AND INTENT:

IT IS THE PURPOSE OF THIS RFP TO SOLICIT BID PROPOSALS FOR A PURCHASE OF A NEW UNIT SPECIFIED IN THE RFP FOR VARIOUS AGENCIES. THE INTENT IS TO CONTRACT WITH THE SUCCESSFUL RESPONSIVE AND RESPONSIBLE BIDDER, AS EXPLAINED IN "BID EVALUATION AND CONTRACT AWARD" (ITEM 14.0) OF THIS RFP.

7.3 SCOPE OF WORK:

THIS RFP HAS BEEN DEVELOPED TO ESTABLISH A STATE-WIDE TERM CONTRACT TO PROCURE THE SPECIFIED UNIT AS A SERVICE TO 1,068 AGENCIES. THE STATE MAKES NO REPRESENTATION AND PROVIDES NO GUARANTEE AS TO THE MINIMUM, AVERAGE OR MAXIMUM VOLUME OF PURCHASE FOR THIS TERM CONTRACT. THE STATE RESERVES THE RIGHT TO BID FOR ANY SPECIFIC LARGE VOLUME PURCHASES DURING THE TERM OF THIS CONTRACT.

8.0 BACKGROUND

8.1 THIS IS THE FIRST TIME THAT THE RFP IS DEVELOPED TO ESTABLISH A TERM CONTRACT FOR THE SPECIFIED UNIT. BIDDERS ARE ENCOURAGED TO VISIT THE PURCHASE BUREAU WEBSITE AT THE FOLLOWING ADDRESS (LOWERCASE) TO RETRIEVE INFORMATION ON 2002 MODEL YEAR CONTRACTS, SUCH AS CONTRACT PRICES, CONTRACTORS, CONTRACT VEHICLE MAKE AND MODEL, ETC.:

<http://www.state.nj.us/treasury/purchase/mvcontracts.htm>

THE FOLLOWING INFORMATION IS PROVIDED FOR REFERENCE ONLY, FROM A TERM CONTRACT ESTABLISHED FOR 2002 MODEL YEAR SIMILAR VEHICLE WITH 8' BODY.

| DESCRIPTION | CONTRACT PRICE |
|---|----------------|
| TRUCK, PICKUP, 8,800 LB. GVWR, EXTENDED CAB, 4-DOOR, 4WD, WITH 8' BODY AND TRAILER PACKAGE (SEE SECTION: 5B OF T-0100 FOR DETAILS) | \$20,891.00 |

9.0 METHOD OF BIDDING

9.1 BIDDERS SHALL PROVIDE THE FOLLOWING INFORMATION:

9.1.1 NAME, ADDRESS, PHONE NUMBER, FAX NUMBER AND E-MAIL ADDRESS OF THEIR AUTHORIZED REPRESENTATIVE(S):

PRINCETON'S NASSAU CONOVER FORD LINCOLN MERCURY INC.
902 ROUTE 206, PRINCETON, NJ 08540

CONTACT: STEVEN TREBLE/TOREY KING
PHONE: (609) 921-6400
FAX: (609) 683-8298

E-MAIL ADDRESS: tristreble@aol.com

9.1.2 HAS THE BIDDING FIRM, ITS PARENT COMPANY OR ANY OF ITS SUBSIDIARIES OR RELATED COMPANIES EVER RECEIVED A FINE OR OTHER ACTION OF A DISCIPLINARY NATURE FROM THE UNIT MANUFACTURER REPRESENTED BY THE BIDDER IN THIS BID? NO

9.1.3 HAS THE BIDDING FIRM, ITS PARENT COMPANY OR ANY OF ITS SUBSIDIARIES OR RELATED COMPANIES EVER BEEN THE SUBJECT OF A CLAIM BY A PUBLIC ENTITY FOR VIOLATIONS OF ANY CONTRACT PROVISION, INCLUDING PRICE? NO

9.2 BIDDERS SHALL BID FIXED PRICE(S) USING PRICE LINE(S) ON THE PRICE SHEET ATTACHED AT THE END OF THIS RFP. BIDDERS SHALL BID PRICE OF THE UNIT ON PRICE LINE 1, WHICH SHALL INCLUDE ALL COMPONENTS, EQUIPMENT, FEATURES, MATERIALS, SERVICES AND LIKE SPECIFIED IN THIS RFP, SUCH AS ALL TRANSPORTATION CHARGES TO THE DELIVERY POINTS FOR THE ORDERING AGENCIES. THE DELIVERY POINTS MAY BE ANYWHERE IN NEW JERSEY OR AROUND NEW JERSEY.

9.3 THE UNIT IS SPECIFIED IN TWO PARTS OF THE SPECIFICATIONS OF THIS RFP: GENERAL PROVISIONS AND TECHNICAL PROVISIONS. THUS, PRICE BID FOR THE UNIT SHALL INCLUDE, AMONG OTHER ITEMS (DELIVERY, INSPECTION, ETC.), COSTS OF GENERAL PROVISIONS AND TECHNICAL PROVISIONS.

9.4 THE DIRECTOR MAY DETERMINE TO REJECT ANY OR ALL BID PROPOSALS, IF THE PRICES BID ARE EXCESSIVE AND IF DOING SO IS IN THE BEST INTEREST OF THE STATE.

9.5 PRICE BID SHALL BE LEGIBLE. ANY ALTERATION OR APPEARANCE OF ALTERATION MUST BE INITIALED BY THE AUTHORIZED PERSON. ANY PRICE CORRECTION OR APPEARANCE OF PRICE ALTERATION WITHOUT BIDDER'S QUALIFYING INITIALS OR MISSING OR ILLEGIBLE PRICE SHALL CAUSE THE BID TO BE DISQUALIFIED.

9.6 BIDDERS ARE ADVISED TO INITIAL PRICES BID REGARDLESS OF PRICE ALTERATION, TO AVOID BID REJECTION DUE TO CAUSES MENTIONED IN REQUIREMENT 5.0 ON COVER PAGE OF THIS RFP, INCLUDING, BUT NOT LIMITED TO, APPEARANCE OF ALTERATION.

9.7 QUANTITY (THIRD COLUMN-"QUANTITY") SHOWN ON THE PRICE LINE ON THE PRICE SHEET IS FOR BID EVALUATION PURPOSES ONLY. THE STATE DOESN'T GUARANTEE ANY MINIMUM OR AVERAGE OR MAXIMUM QUANTITY PER ORDER, NOR TOTAL QUANTITY DURING CONTRACT TERM, INCLUDING ANY EXTENSION THEREOF.

9.8 BIDDERS SHALL PROVIDE COMPLETE AND ACCURATE INFORMATION THROUGHOUT THIS RFP, IN SPACES PROVIDED, INCLUDING, BUT NOT LIMITED TO, SPACES PROVIDED ON PRICE LINE(S) ON THE PRICE SHEET; FOR EXAMPLE, MAKE, MODEL, MODEL YEAR, BODY CODE, TRIM LINE AND OPTIONAL PACKAGE/OPTIONS BID. FAILURE TO DO SO MAY RESULT IN A BID REJECTION OR NON-RESPONSIVE BID PROPOSAL. IF NO OPTIONAL PACKAGE/OPTION IS PROVIDED, THE BIDDER MUST WRITE "NONE" IN THE SPACE PROVIDED. IF A BIDDER LEAVES "OPTIONAL PACKAGE/OPTION BID" SPACES BLANK, IT WILL BE ASSUMED THAT THE BIDDER IS NOT PROVIDING ANY OPTIONAL PACKAGE OR ANY OPTION.

9.9 BIDDERS ARE REQUIRED TO PROVIDE INFORMATION ON THE MAKE AND MODEL OFFERED ON THE PRICE LINE AND SUBMIT LITERATURE FOR THAT MAKE AND MODEL. IN THE EVENT A BIDDER DENOTES A MAKE AND MODEL AND DOES NOT PROVIDE LITERATURE, OR PROVIDES LITERATURE AND DOES NOT DENOTE THE MAKE AND MODEL BID, THE STATE RESERVES THE RIGHT TO ACQUIRE ALL INFORMATION NECESSARY TO EVALUATE BIDS WITHIN A 24-HOUR PERIOD FROM THE TIME THE BIDDER IS VERBALLY NOTIFIED. IF NOT RECEIVED WITHIN 24 HOURS, THE BID WILL BE REJECTED. BIDS RECEIVED WHERE THE BIDDER DID NOT INDICATE A MAKE OR MODEL NOR SUBMITTED LITERATURE, THE BID SHALL BE REJECTED.

9.10 BIDDERS ARE REQUIRED TO SUBMIT TWO COMPLETE COPIES, ONE ORIGINAL AND ONE COPY, OF THE BID PROPOSAL, INCLUDING ALL ATTACHMENTS, I.E., WARRANTY, ILLUSTRATED LITERATURE, SPECIFICATIONS SHEETS AND ALL OTHER NECESSARY DATA ON THE UNIT PROPOSED TO FURNISH. ALL ATTACHMENTS SUBMITTED SHALL BE PROPERLY LABELED, SHOWING THE BIDDER'S NAME AND THE BID NUMBER.

BIDDER HAS SUBMITTED TWO COPIES OF BID. YES

BIDDER HAS SUBMITTED TWO COPIES OF LITERATURE, ETC. YES

9.11 SUBCONTRACTING IS ALLOWED FOR PURPOSES OF THIS RFP. ANY INTENT TO SUBCONTRACT ON THE PART OF A BIDDER MUST BE SPECIFICALLY DESCRIBED IN THE BID PROPOSAL WITH A LIST OF SUBCONTRACTOR(S), OTHER THAN THE PRIME UNIT MANUFACTURER, WHO WILL SUPPLY OR INSTALL ALL AFTERMARKET OPTIONS REQUIRED. IN THE EVENT A BIDDER IS A DEALER OR DISTRIBUTOR FOR THE AFTERMARKET EQUIPMENT, THE BIDDER MUST STATE WITHIN THE BID PROPOSAL THAT THE BIDDER IS A DEALER OR DISTRIBUTOR FOR THE AFTERMARKET EQUIPMENT AND WILL BE SOLELY RESPONSIBLE FOR THE EQUIPMENT, INSTALLATION AND WARRANTY. IN THE EVENT A BID IS RECEIVED WITHOUT THE SUBCONTRACTOR(S)' LIST AND/OR DEALER DECLARATION, THE PURCHASE BUREAU RESERVES THE RIGHT TO THE REQUIRED INFORMATION WITHIN A 24-HOUR PERIOD FROM THE TIME THE BIDDER IS VERBALLY NOTIFIED. IF NOT RECEIVED WITHIN 24 HOURS, THE BID WILL BE REJECTED.

9.11.1 THE CONTRACTOR IS RESPONSIBLE FOR ASSURING SUBCONTRACTOR(S)' COMPLIANCE WITH ALL TERMS AND CONDITIONS OF THIS RFP. THE CONTRACTOR WILL ASSUME SOLE RESPONSIBILITY FOR ANY PAYMENTS DUE THE SUBCONTRACTOR(S). NOTHING CONTAINED IN THE RFP SHALL BE CONSTRUED AS CREATING ANY CONTRACTUAL RELATIONSHIP BETWEEN ANY SUBCONTRACTOR(S) AND THE STATE.

9.11.2 THE STATE RESERVES THE RIGHT TO APPROVE THE USE OF SUBCONTRACTOR(S) AND ALL CONTRACTUAL AGREEMENTS BETWEEN THE PRIME CONTRACTOR AND THE SUBCONTRACTOR(S).

9.11.3 IN THE EVENT THAT THE CONTRACTOR DESIRES TO SUBSTITUTE A SUBCONTRACTOR LISTED IN THE BID PROPOSAL, THE CONTRACTOR WILL PROVIDE ALL OF THE INFORMATION RELATED TO SUBCONTRACTOR(S) AS REQUIRED UNDER THE RFP. THE STATE RESERVES THE RIGHT TO REJECT ANY PROPOSED SUBCONTRACTOR(S).

9.12 SPECIFICATION DEVIATIONS OR SUBSTITUTIONS: BIDDERS SHALL LIST AND EXPLAIN IN DETAIL ANY DEVIATIONS OR SUBSTITUTIONS TAKEN IN THE BID PROPOSAL. ALL DEVIATIONS OR SUBSTITUTIONS SHALL BE NEATLY PRINTED OR TYPED. IF NO DEVIATIONS OR SUBSTITUTIONS ARE TAKEN, THE WORD "NONE" SHALL BE NEATLY PRINTED OR TYPED IN THE SPACE PROVIDED. IN THE EVENT NO DEVIATIONS OR SUBSTITUTIONS ARE DENOTED, THE STATE WILL ASSUME THAT IT WILL RECEIVE EXACTLY WHAT

THE SPECIFICATIONS STIPULATE. BIDDERS ARE STRONGLY ADVISED TO NOT TAKE ANY DEVIATIONS OR PROVIDE ANY SUBSTITUTIONS, WHICH MAY CAUSE BID REJECTION OR BID PROPOSAL TO BE DETERMINED NON-RESPONSIVE. ONLY IN THE EVENT A BIDDER IS TO SUBMIT "NO BID" DUE TO THE BIDDER'S INABILITY TO PROVIDE RESPONSIVE BID PROPOSAL, THE BIDDER SHOULD VENTURE BY TAKING ANY DEVIATIONS OR FURNISHING ANY SUBSTITUTIONS WHICH, IN THE BIDDER'S BEST OPINION, ARE MINOR AND WILL NOT MAKE THE UNIT UNACCEPTABLE FOR THE INTENDED APPLICATION.

9.13 THE STATE MAY ACCEPT ANY DEVIATIONS OR SUBSTITUTIONS IF (1) THE DEVIATIONS OR SUBSTITUTIONS DO NOT RENDER THE UNIT UNACCEPTABLE FOR THE USE TO WHICH IT WILL BE PUT BY THE ORDERING AGENCIES; (2) THE BID PROPOSAL IN QUESTION IS THE LOWEST RESPONSIVE OVERALL BID, WHEN THE COST OF THE MISSING ITEMS (THE SPECIFIED FEATURES, COMPONENTS, MATERIALS, DESIGN OR LIKE WHICH, IF NOT PROVIDED, CONSTITUTE DEVIATIONS OR SUBSTITUTIONS IN QUESTION) IS DELETED FROM OTHER RESPONSIVE BIDS; AND (3) THE DEVIATIONS OR SUBSTITUTIONS ARE NOT TAKEN TO GAIN UNFAIR ADVANTAGE. FOR EXAMPLE, DEVIATIONS OR SUBSTITUTIONS RESULTING FROM THE MISSING ITEMS THAT ARE NOT AVAILABLE FROM OR RECOMMENDED BY THE MANUFACTURER DO SATISFY THIS CONDITION.

9.14 IF A BIDDER TAKES ANY DEVIATION OR PROVIDES ANY SUBSTITUTIONS, THE BIDDER MUST MAKE MODIFICATIONS TO THE DESCRIPTIVE LITERATURE INCLUDED WITH THE BID PROPOSAL AND LIST SUCH MODIFICATIONS IN THE CORRESPONDING SPACES OF THE BID PROPOSAL. FAILURE TO SUPPLY THE REQUIRED INFORMATION AND/OR COMPLETE THE "DEVIATION OR SUBSTITUTION" SPACES IN THE PRESCRIBED MANNER MAY DISQUALIFY THE BID.

9.15 IT IS THE RESPONSIBILITY OF THE BIDDER, WHEN OFFERING A SUBSTITUTE, TO FURNISH PROOF VIA MANUFACTURER'S DRAWING, BLUEPRINTS, SPECIFICATIONS, CERTIFICATIONS, ETC., THAT SUCH IS EQUAL OR SUPERIOR TO THE UNIT SPECIFIED. FAILURE TO SUBMIT THE DESCRIPTION OR DEVIATIONS AS LISTED ABOVE WILL MEAN THE BIDDER INTENDS TO SUPPLY THE PARTICULAR ITEM AS SPECIFIED IN THE RFP, AND THE STATE WILL SO DEMAND. NO DEVIATIONS OR SUBSTITUTIONS WILL BE PERMITTED AFTER THE BID OPENING.

9.16 THE STATE RESERVES THE RIGHT TO DISAPPROVE ANY DEVIATION OR SUBSTITUTION THAT IS DEEMED NOT AN EQUAL.

9.17 THE COVER SHEET OR THE RFP SHALL BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE BIDDER. IF THE BIDDER IS A LIMITED PARTNERSHIP, THE BID MUST BE SIGNED BY A GENERAL PARTNER. IF THE BIDDER IS A JOINT VENTURE, THE BID MUST BE SIGNED BY A PRINCIPAL OF EACH PARTY TO THE JOINT VENTURE. FAILURE TO COMPLY SHALL RESULT IN BID REJECTION.

9.18 IN A SITUATION OF CONFLICTING UNIT PRICE AND TOTAL PRICE BID, THE UNIT PRICE SHALL PREVAIL.

9.19 IMPORTANT NOTE: BIDDERS ARE REQUESTED TO SUBMIT ALL QUESTIONS CONCERNING THIS RFP IN WRITING OR FAX TO THE BUYER NO LATER THAN TEN (10) WORKING DAYS PRIOR TO BID OPENING. FAX NUMBER IS 609-292-5396 (ALT: 609-292-0490).

9.19.1 BRIEF PROCEDURAL INQUIRIES MAY BE ACCEPTED OVER TELEPHONE BY THE BUYER. ORAL EXPLANATIONS OR INSTRUCTIONS GIVEN OVER THE TELEPHONE BEFORE THE AWARD OF THE CONTRACT SHALL NOT BE BINDING.

9.19.2 PRIOR TO THE CONTRACT AWARD, BIDDERS SHALL NOT CONTACT ANY AGENCY CONCERNING THIS RFP.

9.20 IN THE EVENT IT BECOMES NECESSARY TO REVISE, MODIFY, CLARIFY OR OTHERWISE ALTER THIS RFP, REVISIONS WILL BE MADE IN THE FORM OF ADDENDA TO THIS RFP, WHICH WILL BE DISTRIBUTED TO ALL VENDORS WHO RECEIVED THIS RFP AND WILL BECOME PART OF THE RFP.

9.21 NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, INCLUDING THE COOPERATIVE PURCHASING FORM INCLUDED IN THIS RFP (PBCOP1, REV 8/96), ANY CONTRACTS RESULTING FROM THIS RFP WILL BE MADE AVAILABLE TO QUASI-STATE AGENCIES AS DEFINED IN NJSA 52:27B-56.1. BIDDERS SHOULD NOTE THAT ALL OTHER NON-STATE AGENCIES WILL BE PRECLUDED FROM USING ANY CONTRACTS RESULTING FROM THIS RFP IF THE BIDDER DOES NOT AGREE IN THE BID PROPOSAL TO EXTEND THE CONTRACT TO THESE ENTITIES.

9.22 IN ORDER TO BE CONSIDERED FOR AN AWARD, BID PROPOSALS MUST ARRIVE AT THE ISSUING OFFICE (EXACTLY AS ADDRESSED ON THE YELLOW ENVELOPE SENT WITH THE RFP) ON OR BEFORE THE DATE AND TIME SPECIFIED ON THE COVER SHEET OF THIS RFP. BIDDERS SHOULD ANTICIPATE POTENTIAL DELIVERY DELAYS BY ALLOWING ADEQUATE TIME FOR HAND, POSTAL, COURIER OR OTHER DELIVERY SERVICE.

9.22.1 BID PROPOSALS NOT RECEIVED BY THE STATED BID OPENING DATE AND TIME WILL NOT BE OPENED AND WILL BE RETURNED TO THE BIDDER.

9.22.2 IT IS THE RESPONSIBILITY OF THE BIDDER TO CLEARLY AND PROPERLY IDENTIFY AND LABEL THE BID PROPOSAL TO AID THE PURCHASE BUREAU IN PROPERLY HANDLING THE BID. THE EXTERIOR OF THE BID PROPOSAL SUBMISSION PACKAGE SHALL BE CLEARLY LABELED WITH THE SOLICITATION NUMBER, AND THE FINAL BID OPENING DATE

9.22.3 BID PROPOSALS MAY BE WITHDRAWN, MODIFIED, AND RE-SUBMITTED PRIOR TO THE BID OPENING TIME. MODIFICATIONS SUBMITTED IN ANY OTHER MANNER WILL NOT BE CONSIDERED.

9.23 MANDATORY REQUIREMENT - PAST PERFORMANCE:

BIDDERS SHALL PROVIDE THE FOLLOWING INFORMATION:

9.23.1 PREVIOUS SATISFACTORY CUSTOMER SERVICE:

INFORMATION PROVIDED BY THE CONTRACTOR IS ON FILE, WHICH WILL BE MADE AVAILABLE UPON REQUEST.

9.23.2 LOST CONTRACTS:

BIDDERS SHALL PROVIDE A LIST OF CONTRACTS LOST, IF ANY, DURING THE LAST THREE YEARS ALONG WITH THE REASON THE CONTRACT WAS TERMINATED FOR EACH JOB. LIST NAME OF CONTACT PERSON AND PHONE NUMBER.

NOTE: "LOST CONTRACT(S)" IS A RESULT OF CONTRACT CANCELLATIONS DUE TO POOR PERFORMANCE, CONTRACT NON-COMPLIANCE, SUSPENSIONS, DEBARMENTS, ARRESTS, CRIMINAL ACTIVITIES, ETC. THAT RESULTED IN LOSING A CONTRACT BEFORE THE CONTRACT EXPIRED. A BIDDER DOES NOT HAVE TO INDICATE ANY CONTRACTS LOST AS A RESULT OF A BIDDING PROCESS.

NONE.

10.0 ADDITIONAL TERMS AND CONDITIONS

10.1 UNLESS SPECIFIED OTHERWISE, NOTHING IN THIS RFP SHALL SUPERSEDE THE STANDARD TERMS AND CONDITIONS. UNLESS SPECIFIED OTHERWISE, ADDITIONAL TERMS AND CONDITIONS SHALL SERVE TO SUPPLEMENT BUT NOT TO SUPERSEDE THE STANDARD TERMS AND CONDITIONS.

10.2 A BIDDER MUST BE A FRANCHISED AND/OR AUTHORIZED FACTORY REPRESENTATIVE, DEALER OR AGENT AND BE ABLE TO FURNISH THE PROPOSED UNIT AND ANY REPLACEMENT PARTS AS REQUIRED. IF REQUESTED, THE BIDDER SHALL PROVIDE SUCH CERTIFICATION WITHIN FIVE DAYS OF THE REQUEST.

10.2.1 MANUFACTURER'S CERTIFICATE: DEALERS OR AGENTS SUBMITTING A BID PROPOSAL MAY BE REQUIRED TO SUBMIT A LETTER OF CERTIFICATION FROM THE MANUFACTURER WHOSE PRODUCT IS BID, CERTIFYING THAT THE BIDDER IS AUTHORIZED BY THE MANUFACTURER TO BID THE UNIT SPECIFIED.

10.3 BID SECURITY: NO BID SECURITY IS REQUIRED FOR THIS RFP.

10.4 BY SUBMITTING A BID PROPOSAL, A BIDDER COVENANTS AND AGREES THAT IT HAS SATISFIED ITSELF, FROM ITS OWN INVESTIGATION OF THE CONDITIONS TO BE MET, THAT IT FULLY UNDERSTANDS ITS OBLIGATION AND THAT IT WILL NOT MAKE ANY CLAIM FOR, OR HAVE ANY RIGHT TO CANCELLATION OR RELIEF, WITHOUT PENALTY, BECAUSE OF ANY MISUNDERSTANDING.

10.5 THE UNIT SPECIFIED IN THIS RFP IS FOR A STANDARD MANUFACTURER'S PRODUCT LINE AVAILABLE TO THE GENERAL PUBLIC. THIS RFP IS INTENDED TO BE NON-RESTRICTIVE TO ALLOW BIDDERS TO BID ON ANY UNIT, WHICH IS EQUAL IN PERFORMANCE TO THE ONE SPECIFIED HEREIN.

10.6 BIDDERS SHALL PROVIDE ONLY CURRENT PRODUCTION MODEL NEW UNIT(S) OF THE LATEST DESIGN AT THE TIME OF SUBMISSION OF THE BID PROPOSAL. NO USED OR DISCONTINUED UNITS ARE ACCEPTABLE.

10.7 THIS RFP PERMITS OUTRIGHT PURCHASE OF THE CONTRACT UNIT ONLY; LEASING OF THE CONTRACT UNIT OR TRADE-IN AGAINST THE PURCHASE OF THE CONTRACT UNIT IS NOT PERMITTED.

10.8 BIDDERS SHALL ENSURE THAT THE MANUFACTURER WHOSE PRODUCTS ARE BID HAVE A SERVICING DEALER OR SERVICE LOCATION WITHIN A DISTANCE OF TRENTON, NJ, DEEMED REASONABLE BY THE STATE, FOR WARRANTY SERVICE AND/OR REPAIR. THE SERVICING DEALER OR LOCATION MUST BE EQUIPPED WITH AND ABLE TO DELIVER NEW SPARE PARTS WITHIN TWENTY-FOUR (24) HOURS. ALL COMPONENTS OF EACH UNIT SUPPLIED UNDER THE CONTRACT ESTABLISHED BASED ON THIS RFP SHALL BE IDENTICAL, I.E., ALTERNATORS, FILTERS, DISTRIBUTORS, HYDRAULIC PUMPS, HYDRAULIC VALVES, ETC.

10.9 PRE-ACCEPTANCE INSPECTION(S): ORDERING AGENCY RESERVES THE RIGHT TO INSPECT THE UNIT AT THE CONTRACTOR'S FACILITY OR REQUIRE THAT THE UNIT BE AVAILABLE FOR INSPECTION AT THE AGENCY SITE. AT THE REQUEST OF THE INSPECTOR(S), IF INSPECTION IS PERFORMED AT THE CONTRACTOR'S SITE, THE CONTRACTOR MUST PROVIDE A BAY IN THE REPAIR SHOP TO FACILITATE THE INSPECTION

OF THE UNIT. IF, DURING INSPECTION AT THE AGENCY SITE, IT BECOMES APPARENT THAT CORRECTIONS/ ALTERATIONS HAVE TO BE MADE TO THE UNIT TO COMPLY WITH THE CONTRACT SPECIFICATIONS WHICH CANNOT BE ACCOMPLISHED AT THE ORDERING AGENCY FACILITY, THE UNIT WILL BE REJECTED AND THE CONTRACTOR MUST TRANSPORT THE UNIT TO ITS FACILITY AT NO EXPENSE TO THE AGENCY. AFTER THE UNIT IS BROUGHT UP TO THE CONTRACT SPECIFICATIONS, IT WILL BE DELIVERED BACK TO THE ORDERING AGENCY FOR RE-INSPECTION AT THE EXPENSE OF THE CONTRACTOR. FOR FURTHER PRE-ACCEPTANCE REQUIREMENT, REFER TO ITEM 13.4 AND 13.5 (13.0 - SPECIAL CONTRACTUAL TERMS AND CONDITIONS).

10.10 THE FINAL INSPECTION AND ACCEPTANCE OF THE UNIT SHALL BE AT THE ORDERING AGENCY.

10.11 MANUALS: THE CONTRACTOR MUST SUPPLY UNIT OPERATION AND MAINTENANCE MANUAL AND ANY OTHER MANUAL THAT UNIT MANUFACTURER SUPPLIES AS A STANDARD MANUAL. THE MANUALS SHALL BE DELIVERED DIRECTLY TO THE ORDERING AGENCY UPON DELIVERY OF THE FIRST UNIT. FAILURE TO SUPPLY THE REQUIRED MANUALS MAY HOLD UP PROCESSING OF INVOICES FOR PAYMENT. THE CONTRACTOR SHALL ALSO SUPPLY A LINE SET SHEET FOR EACH UNIT.

10.12 TRAINING: COMPLETE INSTRUCTIONS ON THE OPERATION AND MAINTENANCE OF EACH VEHICLE AND A DEMONSTRATION ON THE OPERATION OF THE VEHICLE SHALL BE GIVEN BY THE CONTRACTOR, IF REQUESTED BY THE USING AGENCY.

10.13 BRAND NAMES: BRAND NAMES HAVE BEEN KEPT TO MINIMUM IN THIS RFP; BUT IF A BRAND NAME IS GIVEN, THE TERM "OR APPROVED EQUAL" IS CONSIDERED TO FOLLOW THE BRAND NAME. WHEREVER A BRAND NAME IS USED, IT IS MEANT TO DENOTE THE MINIMUM LEVEL OF QUALITY AND PERFORMANCE. ANY ITEM SUPPLIED AS AN "EQUAL" MUST BE APPROVED BY THE STATE DURING THE BID EVALUATION AND PRIOR TO AN AWARD. IT SHALL BE UNDERSTOOD THAT SPECIFYING A BRAND NAME, COMPONENTS AND/OR EQUIPMENT IN THE RFP SHALL NOT RELIEVE THE CONTRACTOR FROM ITS RESPONSIBILITY TO PRODUCE THE UNIT IN ACCORDANCE WITH THE PERFORMANCE WARRANTY AND CONTRACTUAL REQUIREMENTS.

10.14 GUARANTEE/WARRANTY: THE CONTRACTOR MUST GUARANTEE THAT THE UNIT AND ALL ITS COMPONENT PARTS WILL COMPLY WITH FEDERAL MOTOR VEHICLE SAFETY STANDARDS AND NEW JERSEY STATE MOTOR VEHICLE CODE REGULATIONS, PERFORM ITS FUNCTIONS ADEQUATELY, AND OPERATE SUCCESSFULLY WITHOUT UNDUE WEAR OR VIBRATION. THE CONTRACTOR AGREES TO IMMEDIATELY REPLACE AND INSTALL FREE OF CHARGE ANY PART THAT MAY BREAK OR FAIL BY REASON OF DEFECTIVE MATERIAL OR WORKMANSHIP WITHIN A PERIOD OF ONE (1) YEAR FROM THE DATE OF ACCEPTANCE BY THE AGENCY.

BIDDERS SHALL INDICATE MANUFACTURER'S STANDARD CHASSIS WARRANTY:

MONTHS/MILES: 36 MONTHS OR 36,000 MILES

COMMENTS: BUMPER TO BUMPER.

BIDDERS SHALL INDICATE MANUFACTURER'S STANDARD POWERTRAIN WARRANTY:

ENGINE: MONTHS: 36 MILES: 36,000

TRANSMISSION: MONTHS: 36 MILES: 36,000

BIDDERS SHALL INDICATE MANUFACTURER'S STANDARD WARRANTY ON

CORROSION:

MONTHS: 60 MILES: UNLIMITED

10.15 FINISH: THE UNIT AND ALL ITS COMPONENTS SHALL BE CLEANED AND PAINTED WITH ONE (1) COAT OF PRIMER AND FINISHED WITH TWO (2) COATS OF THE COLOR SPECIFIED IN THE PURCHASE ORDER. ALL PAINT SHALL BE SAME SHADE. MANUFACTURER'S STANDARD PRIMER IS ACCEPTABLE ON TRUCK CAB.

10.16 THE STATE RESERVES THE RIGHT TO INSPECT THE BIDDER'S MAIN AND/OR REGIONAL OFFICE OR FACILITY. THIS PROVISION APPLIES DURING THE EVALUATION PERIOD AND THE CONTRACT TERM.

10.17 ALL BID PROPOSALS AND SUPPORTING MATERIALS AS WELL AS CORRESPONDENCE RELATING TO THE RFP BECOME THE PROPERTY OF THE STATE UPON RECEIPT AND BECOME A PUBLIC RECORD NOTWITHSTANDING ANY DISCLAIMER BY THE BIDDER IN THE BID PROPOSAL. ALL BID PROPOSALS, BEING A PUBLIC RECORD, ARE AVAILABLE FOR PUBLIC REVIEW AND INSPECTION.

11.0 SPECIFICATIONS - GENERAL PROVISIONS

11.1 EACH UNIT SHALL BE COMPLETELY ASSEMBLED, SERVICED AND READY FOR USE WHEN DELIVERED TO ORDERING AGENCY. UNLESS SPECIFIED OTHERWISE; ANY PARTS, COMPONENTS, EQUIPMENT, CONTROLS, MATERIALS, FEATURES, PERFORMANCES, CAPACITIES, RATINGS OR DESIGNS WHICH ARE STANDARD AND/OR NECESSARY TO FORM AN EFFICIENT AND COMPLETE WORKING UNIT SHALL BE FURNISHED WHETHER SPECIFICALLY REQUIRED HEREIN OR NOT. ANY ITEM NOT SPECIFIED HEREIN BUT DEEMED NECESSARY FOR THE APPLICATION SHALL BE SUPPLIED AND SHALL MEET THE INDUSTRY STANDARDS.

11.2 EACH VEHICLE SHALL BE DELIVERED WITH AT LEAST 1/2 TANK OF GASOLINE FUEL.

11.3 EACH VEHICLE FURNISHED MUST BE PROTECTED TO -20° F, WITH A PERMANENT TYPE ANTI-FREEZE AND SUMMER COOLANT.

11.4 UNDERCOATING: THE FRAME, FENDERS, UNDERBODY, CAB, ETC., EXCEPT DRIVESHAFT, EXHAUST SYSTEM, AND OTHER MECHANICAL COMPONENTS TO BE COMPLETELY UNDERCOATED. UNDERCOATING TO BE COMPOSED OF A NON-VOLATILE BASE, GRIT AND ABRASIVE FREE MATERIAL, DISPERSED IN A PETROLEUM SOLVENT, WHICH SHALL PROVIDE A HOMOGENOUS FORMULATION. ALL UNDERCOATING TO BE APPLIED TO A UNIFORM THICKNESS WITH NO BARE SPOTS.

11.5 WEIGHT:

BIDDER IS TO SUPPLY DRY WEIGHT OF UNIT AND COMPONENTS AT TIME OF DELIVERY.

FRONT AXLE: _____ LB.
REAR AXLE: _____ LB.
TOTAL WEIGHT: _____ LB.

BIDDER TO COMPLETE THE FOLLOWING CHARTS AT THE TIME OF SUBMISSION OF BID.

GROSS VEHICLE WEIGHT RATING CHART

FRONT COMPONENT RATINGS

REAR COMPONENT RATINGS

COMPONENT RATING LBS.

COMPONENT RATING LBS.

FRONT AXLE 5200

REAR AXLE 6084

FRONT SPRINGS/
SUSPENSION 4000 MIN.

REAR SPRINGS/
SUSPENSION 6830

FRONT TIRES/
RIMS 3042/3415

REAR TIRES/
RIMS 3042/3415

FRONT G.A.W.R. 4000 MIN. LB.

REAR G.A.W.R. 6084 LB.

(LEAST RATED FRONT COMPONENT)

(LEAST RATED REAR COMPONENT)

G.V.W.R. 8800 LB.

(NOT TO EXCEED THE TOTAL OF FRONT GAWR AND REAR GAWR)

12.0 SPECIFICATIONS - TECHNICAL PROVISIONS

DIVISION 2 - TECHNICAL PROVISIONS

12.1 TRUCK, PICKUP, 8,800 LB. GVWR, EXTENDED CAB, 4-DOOR, 4WD, WITH 6 FT. BED AND TRAILER PACKAGE

MAKE/MODEL: FORD F-250 XL 4WD SUPERCAB

**CONTRACTOR: PRINCETON'S NASSAU CONOVER FORD LINCOLN MERCURY INC.
CONTRACT #: A51903**

12.2 DIMENSIONS AND CAPACITIES:

(GVWR) GROSS VEHICLE WEIGHT RATING-----8,800 LB. MINIMUM

(WB) WHEELBASE, DISTANCE BETWEEN
CENTER LINE OF FRONT AND REAR AXLE-----138" - 144"

DEVIATION OR SUBSTITUTION: NONE.

12.3 AXLES:

FRONT - CAPACITY-----TO MEET FRONT GAWR

REAR - CAPACITY-----TO MEET REAR GAWR

REAR AXLE RATIO-----4.10, WITH LIMITED REAR SLIP

DEVIATION OR SUBSTITUTION: NONE.

12.4 BRAKES:

PARKING-----MANUFACTURER'S STANDARD

SERVICE-----HYDRAULIC, 4-WHEEL DISC

NOTE: BRAKES ARE TO INCORPORATE MANUFACTURER'S STANDARD OR
OPTIONAL "NON-ASBESTOS" BRAKE LININGS.

BIDDER TO LIST TYPE OF BRAKES USED: NON-ASBESTOS

4-WHEEL ANTI-LOCK SYSTEM TO BE PROVIDED.

DEVIATION OR SUBSTITUTION: NONE.

12.5 CAB:

THE UNIT TO BE EQUIPPED WITH EXTENDED CAB WITH MANUFACTURER'S
REAR SEAT AND SEAT BELTS. FOUR DOORS TO BE PROVIDED.

THE FOLLOWING DESCRIBES THE BASIC ARRANGEMENT FOR THE CAB: ALL
STEEL WITH SAFETY GLASS TINTED WINDOWS, INTERNAL PUSH-BUTTON DOOR
LOCKS ON ALL DOORS AND EXTERNAL KEYED LOCK ON FRONT DOORS. ALL
DOORS TO HAVE SAFETY LATCHES. WINDSHIELD WIPERS -INTERMITTENT
WITH WASHER, ELECTRIC HORN, DUAL SUNVISORS, DOME LIGHT, 12 VOLT DC
POWER OUTLET, CIGARETTE LIGHTER WITH AN ASHTRAY, LIGHT SWITCHES,
BRAKE WARNING LIGHT AND GLOVE BOX. UNIT TO BE EQUIPPED WITH
INSIDE HOOD RELEASE, AND MANUFACTURERS DASH MOUNTED AM/FM STEREO
CLOCK RADIO.

DRIVER AND PASSENGER SIDE AIR BAG(S) TO BE INCLUDED.

FLOORING COVERING TO BE MANUFACTURERS STANDARD.

GAUGES-----AMMETER OR VOLTMETER, FUEL, WATER
TEMPERATURE, OIL PRESSURE, SPEEDOMETER, ODOMETER.

INDICATOR/WARNING LIGHTS-----PARKING BRAKE, SAFETY BELT, HIGH
BEAM, TURN SIGNAL/FLASHER, CHARGING SYSTEM WARNING LIGHT, OIL
PRESSURE WARNING LIGHT, ENGINE TEMPERATURE WARNING LIGHT.

OUTSIDE REAR VIEW MIRRORS TO BE TELESCOPING TOWING TYPE MIRRORS.
QUANTITY-----TWO (2), ONE EACH SIDE

INSIDE REAR VIEW MIRROR-----DAY/NIGHT TYPE MIRROR
HEATER AND DEFROSTER-----HEAVY DUTY, FRESH AIR TYPE

SEATS:

FRONT-----40/20/40 SPLIT-BENCH, CLOTH SEAT WITH BELTS,
DRIVER'S LUMBAR SUPPORT AND CENTER ARMREST, IF AVAILABLE.

REAR-----REAR SEAT TO BE CLOTH WITH SEAT BELTS.

AIR CONDITIONING-----MANUFACTURER'S AIR CONDITIONING.

THE FOLLOWING SHALL BE PROVIDED:

TILT STEERING WHEEL

POWER WINDOWS

POWER DOOR LOCKS

DEVIATION OR SUBSTITUTION: NONE.

12.6 COOLING SYSTEM:

RADIATOR - TYPE-----HEAVY DUTY INCREASED CAPACITY TUBULAR
TYPE

DEVIATION OR SUBSTITUTION: NONE.

12.7 ELECTRICAL SYSTEM:

ALTERNATOR (VOLTS)-----12
ALTERNATOR (AMPS)-----105
STARTER (VOLTS)-----12
BATTERY (QUANTITY)-----1
BATTERY (VOLTS)-----12
BATTERY (COLD CRANKING AMPS)-----600 CCA AT 0 DEGREES F

REAR LIGHTS-----DUAL STOP LIGHTS, TAILLIGHTS, PARKING LIGHTS,
DIRECTIONAL SIGNALS, FOUR-WAY FLASHERS, BACKUP AND REFLECTORS.

FRONT LIGHTS-----MANUFACTURER'S HALOGEN HEADLIGHTS, PARKING
LIGHTS, DIRECTIONAL SIGNALS AND FOUR-WAY FLASHERS.

FRONT AND REAR LICENSE PLATE HOLDERS WITH REAR LICENSE PLATE
LIGHT, CARGO BOX LIGHT AND DOME/MAP LIGHT TO BE INCLUDED.

FUSE PANEL TO BE LOCATED IN A CONVENIENT LOCATION. ALL ELECTRICAL
WIRES TO BE HEAVY DUTY PLASTIC COVERED ENCLOSED IN LOOM.

DEVIATION OR SUBSTITUTION: NONE.

12.8 ENGINE:

TYPE-----GAS, V-8
DISPLACEMENT-----5.4 LITER

DEVIATION OR SUBSTITUTION: NONE.

12.9 FRAME:

MANUFACTURER'S STANDARD FOR THE DESIGNATED G.V.W.R.

BUMPERS: FRONT BUMPER -----FULL WIDTH
REAR BUMPER-----FULL WIDTH, STEP TYPE

TOW HOOKS TO BE PROVIDED.

THE FOLLOWING TO BE PROVIDED:

FRONT GRILL GUARD - NOTE: TO BE INSTALLED BY MONMOUTH TRUCK
EQUIPMENT

SKID PLATES, TO PROTECT FUEL TANK AND TRANSFER CASE

DEVIATION OR SUBSTITUTION: NONE.

12.10 FUEL SYSTEM:

TYPE-----FRAME RAIL MOUNTED
QUANTITY-----1 OR 2 TANKS
CAPACITY-----26 GALLONS

DEVIATION OR SUBSTITUTION: NONE.

12.11 STEERING:

TYPE-----POWER

DEVIATION OR SUBSTITUTION: NONE.

12.12 SUSPENSION:

TO MEET CHASSIS RATINGS.

UNIT TO BE EQUIPPED WITH HEAVY DUTY FRONT AND REAR SHOCK ABSORBERS AND STABILIZER BARS, IF AVAILABLE.

BIDDER TO LIST BELOW IF ANY OF THE ABOVE ITEMS ARE NOT PROVIDED DUE TO NON-AVAILABILITY:

NONE.

DEVIATION OR SUBSTITUTION: NONE.

12.13 TIRES AND WHEELS:

TIRE TYPE-----TUBELESS, ALL-TERRAIN
QUANTITY-----5 (INCLUDING SPARE)
SIZE-----MANUFACTURER'S STANDARD.

WHEEL TYPE-----STEEL DISC

TIRES AND WHEELS TO MEET GVWR.

WHEEL COVERS TO BE INCLUDED, IF AVAILABLE FROM THE MANUFACTURER.

BIDDER TO LIST TIRE SIZE AND LOAD RANGE BID: LT235/85RX16E

DEVIATION OR SUBSTITUTION: NONE. INCLUDES WHEEL COVERS OPTION FROM FORD.

12.14 TRANSMISSION:

TYPE-----AUTOMATIC, FOUR (4) SPEED WITH OVERDRIVE WITH TRANSMISSION OIL COOLER.

SHIFT-ON-THE-FLY FOUR WHEEL DRIVE TO BE PROVIDED.

ELECTRONIC TRANSFER CASE TO BE PROVIDED.

DEVIATION OR SUBSTITUTION: NONE.

12.15 WEIGHT DISTRIBUTING TOWING HITCH, CLASS IV:

SUFFICIENTLY REINFORCED WEIGHT DISTRIBUTING TOWING HITCH, WITH A TOWING CAPACITY OF 14,001 LB. - 16,000 LB., SHALL BE PROFESSIONALLY INSTALLED. THE TOWING HITCH SHALL BE BRACED TO THE FRAME RAILS. THE TOWING HITCH OR ITS BRACING SHALL NOT INTERFERE WITH BODY OR ANY TRAILERING EQUIPMENT TO BE TOWED LATER.

BIDDER TO LIST NAME OF INSTALLER: MONMOUTH TRUCK EQUIPMENT

DEVIATION OR SUBSTITUTION: NONE.

12.16 PICKUP BODY:

TYPE-----STYLE
INSIDE LENGTH-----6 FT.

BED-LINER TO BE INCLUDED.

DEVIATION OR SUBSTITUTION: NONE.

13.0 SPECIAL CONTRACTUAL TERMS & CONDITIONS

13.0.1 UNLESS SPECIFIED OTHERWISE, SPECIAL CONTRACTUAL TERMS AND CONDITIONS SHALL SERVE TO SUPPLEMENT BUT NOT TO SUPERSEDE THE STANDARD TERMS AND CONDITIONS.

13.0.2 NOTE: IN THE EVENT OF A MANUFACTURER'S PRICE DECREASE AND/OR MODEL REBATE DURING THE CONTRACT PERIOD, THE STATE OF NEW JERSEY WILL RECEIVE FULL BENEFIT OF SUCH PRICE REDUCTION ON ANY SUBSEQUENT ORDER PLACED DURING THE CONTRACT PERIOD, IN ACCORDANCE WITH 4.1 (PRICE FLUCTUATION DURING THE CONTRACT) OF THE STANDARD TERMS AND CONDITIONS. THE STATE RESERVES THE RIGHT TO REQUEST ANY INFORMATION ON PRICE CONCESSIONS, PRICE REDUCTIONS, MONETARY BENEFITS, REBATES OR ANY PROMOTIONAL PROGRAMS OFFERED BY THE MANUFACTURER, AND VERIFY THE INFORMATION PROVIDED BY THE CONTRACTOR WITH THE MANUFACTURER OR ANY THIRD PARTY ANY TIME DURING THE TERM OF THE CONTRACT. THE DIRECTOR MUST BE NOTIFIED, IN WRITING, OF ANY PRICE REDUCTION OR REBATE WITHIN FIVE (5) DAYS OF THE EFFECTIVE DATE.

13.1 PLACING ORDERS FOR CONTRACT UNIT:

13.1.1 DURING THE CONTRACT PERIOD, NO CHANGE IS PERMITTED IN ANY TERMS OR CONDITIONS UNLESS THE CONTRACTOR RECEIVES WRITTEN APPROVAL FROM THE DIRECTOR.

13.1.2 NO ACCESSORY OR OPTION THAT IS NOT SPECIFIED IN THE RFP CAN BE OFFERED BY THE CONTRACTOR TO ANY AGENCIES UNDER THE CONTRACT ESTABLISHED BASED UPON THIS RFP. NO EXTENDED WARRANTIES, UNIT TREATMENTS SUCH AS RUSTPROOFING AND UNDERCOATING, OR ANY OTHER PURCHASE THAT IS NOT SPECIFIED IN THIS RFP CAN BE OFFERED.

13.1.3 TRADE-INS ARE NOT PERMITTED UNDER THIS TERM CONTRACT.

13.1.4 LEASING OF UNITS IS NOT PERMITTED UNDER THIS TERM CONTRACT.

13.1.5 RESERVED.

13.1.6 SALES LITERATURE, COLOR CHARTS, ETC. SHALL BE MADE AVAILABLE TO ORDERING AGENCIES ON AN "AS REQUESTED" BASIS.

13.2 PERFORMANCE BOND: NO PERFORMANCE BOND IS REQUIRED.

13.3 CONFIRMATION OF ORDER:

THE ATTACHED "FORM A" MUST BE COMPLETED AND FORWARDED TO EACH PURCHASER UNDER THIS SECTION FOR EVERY VEHICLE ORDER ACCEPTED, AS FOLLOWS:

FOR STATE AGENCIES:

NJ TREASURY TRANSPORTATION SERVICES
CENTRAL MOTOR POOL (CMP), PO BOX 233
605 SOUTH BROAD STREET, TRENTON, NJ 08625
ATTENTION: JACKIE MORGAN, TRANSPORTATION SERVICE SPECIALIST
PHONE NUMBER: 609-984-0087
FAX NUMBER: 609-292-1384
E-MAIL: jackie.morgan@treas.state.nj.us

FOR POLITICAL SUBDIVISIONS:

FOR POLITICAL SUBDIVISIONS, THIS WRITTEN CONFIRMATION MUST BE PROVIDED TO THE USING AGENCY.

CONTRACTORS WILL BE RESPONSIBLE FOR MAINTAINING A SUPPLY OF COPIES OF "FORM A" FOR USE THROUGHOUT THE CONTRACT PERIOD.

WRITTEN CONFIRMATION OF PURCHASE ORDER RECEIPT AND FACTORY ORDER ENTRY MUST BE PROVIDED TO THE APPROPRIATE GOVERNMENTAL REPRESENTATIVE FOR VEHICLES PURCHASED BY SUBMITTING "FORM A" TO POLITICAL SUBDIVISIONS AND INDEPENDENT AUTHORITIES.

WRITTEN CONFIRMATION SHALL MEAN THAT THE CONTRACTOR HAS RECEIVED THE PURCHASE ORDER, HAS REVIEWED IT FOR COMPATIBILITY WITH PRODUCT CURRENTLY ON CONTRACT, HAS RESOLVED ANY NON-COMPATIBILITY PROBLEMS WITH THE ORDERING ENTITY, HAS ENTERED THE ORDER WITH THE MANUFACTURER AND THAT THE MANUFACTURER HAS ACCEPTED THE ORDER.

A CONTRACTOR SHALL NOT ACCEPT ANY PURCHASE ORDER ON "WILL TRY" BASIS, UNLESS INSTRUCTED OTHERWISE BY THE USING AGENCY IN WRITING. IF AN ORDER IS NOT ACCEPTED FOR PRODUCTION BY THE MANUFACTURER, THE CONTRACTOR SHALL RETURN THE PURCHASE ORDER WITH "CANCELED" MARKED ON THE PURCHASE ORDER WITH AUTHORIZED SIGNATURE NEXT TO IT, UNLESS INSTRUCTED TO ACCEPT ON "WILL TRY" BASIS BY THE USING AGENCY IN WRITING. NO EXCEPTIONS SHALL BE PERMITTED.

FAILURE TO COMPLY WITH THIS TERM OF THE CONTRACT MAY CAUSE CONTRACT TERMINATION AND DISQUALIFY THE CONTRACTOR FROM AWARD OF FUTURE STATE CONTRACTS.

13.4 PRE-DELIVERY INSPECTION:

13.4.1 IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAKE THE ARRANGEMENTS FOR PRE-DELIVERY INSPECTION OF EACH UNIT WITHIN FIVE (5) WORKING DAYS. PRIOR TO PRESENTATION FOR INSPECTION, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PRE-INSPECT EACH UNIT.

13.4.2 UPON PASSING THE PRE-DELIVERY INSPECTION, THE ORDERING AGENCY WILL AUTHORIZE THE DELIVERY. NO DELIVERY WILL BE ACCEPTED WITHOUT PRIOR AUTHORIZATION.

13.4.3 THROUGH 13.4.3 RESERVED.

13.4.4 MAJOR REASONS FOR REJECTION OF UNITS INCLUDE, BUT NOT LIMITED TO:

- 13.4.4.1 GRINDING NOISE IN WHEELS (WHEEL BEARINGS).
- 13.4.4.2 IMPROPERLY ALIGNED WHEELS.
- 13.4.4.3 DAMAGED RIMS.
- 13.4.4.4 ANY SPARE TIRE-RIM NOT MOUNTED ON VEHICLE

- 13.4.4.5 LEAKAGE OF OIL.
- 13.4.4.6 TRANSMISSION LEAKING FLUID AT TRANSMISSION COOLER LINES OR TRANSMISSION SEALS.
- 13.4.4.7 LEAKAGE OF REAR END.
- 13.4.4.8 LEAKING RADIATOR.
- 13.4.4.9 FUEL LEAKS.
- 13.4.4.10 RESTRICTIONS IN FUEL SYSTEM.
- 13.4.4.11 LEAKAGE IN ANY PART OF THE EXHAUST SYSTEM.
- 13.4.4.12 IMPROPER ANTI-FREEZE LEVEL.
- 13.4.4.13 EXCESSIVELY NOISY BRAKES OR EXCESSIVE BRAKE PEDAL TRAVEL.
- 13.4.4.14 OIL PAN DAMAGE.
- 13.4.4.15 WINDSHIELD WIPERS INOPERATIVE.
- 13.4.4.16 WINDSHIELD WASHER NOT FUNCTIONING PROPERLY.
- 13.4.4.17 WINDSHIELD WASHER FLUID EMPTY/BOTTLE LEAKING.
- 13.4.4.18 TRANSMISSION MALFUNCTIONS.
- 13.4.4.19 LACK OF GREASE FITTINGS IN BALL JOINTS, U-JOINTS, ETC., IF FACTORY STANDARD.
- 13.4.4.20 HORN BLOWING WHILE DRIVING OR INOPERATIVE.
- 13.4.4.21 GAUGES OR DIALS MISSING/MALFUNCTIONING.
- 13.4.4.22 VEHICLE PULLS TO ONE SIDE.
- 13.4.4.23 SEAT BELTS NOT OPERATING PROPERLY.
- 13.4.4.24 TRUNK KEYS, DOOR KEYS, OR EXTRA KEYS MISSING OR NOT WORKING PROPERLY.
- 13.4.4.25 DOOR LOCKS INOPERATIVE.
- 13.4.4.26 OIL DIPSTICK MISSING OR RUST ON DIPSTICK.
- 13.4.4.27 APPROPRIATE NEW VEHICLE INSPECTION STICKER NOT FURNISHED ON WINDSHIELD.
- 13.4.4.28 LIGHTS - RUNNING, TURN, BACKUP, BRAKE, SIDE INDICATORS, AND INDICATOR LIGHTS NOT WORKING PROPERLY
- 13.4.4.29 LENSES MISSING ON INTERIOR/EXTERIOR LIGHTS OR WATER IN LENSES.
- 13.4.4.30 ANY MANUFACTURING DEFICIENCIES WHICH PERMIT WATER LEAKAGE INTO PASSENGER COMPARTMENT OR TRUNK.
- 13.4.4.31 WINDOWS NOT OPERATING PROPERLY.
- 13.4.4.32 VEHICLE NOT PROPERLY PREPPED IN ACCORDANCE WITH THE MANUFACTURER'S PRE-DELIVERY SPECIFICATIONS.
- 13.4.4.33 VEHICLE NOT CONFIGURED WITH ALL EQUIPMENT AND OPTIONS SPECIFIED IN THE CONTRACT AND ON THE PURCHASE ORDER.
- 13.4.4.34 BODY DENTS, SCRATCHES AND OTHER DEFECTS.
- 13.4.4.35 BODY PAINT DEFECTS.
- 13.4.4.36 WATER LEAK THROUGH ROOF
- 13.4.4.37 WATER LEAK IN TRUNK
- 13.4.4.38 ANY DEFECTS IN EQUIPMENT INSTALLATION
- 13.4.4.39 ELECTRICAL SYSTEM PROBLEM

13.4.5 INSPECTED UNITS WHICH DO NOT COMPLY WITH THESE REQUIREMENTS WILL BE REJECTED. ALL REJECTED ITEMS WILL BE CORRECTED AND THE CORRECTED UNIT(S) WILL BE PRESENTED FOR RE-INSPECTION WITHIN TEN (10) WORKING DAYS. THE ORDERING AGENCY MAY CANCEL THE PURCHASE ORDER IF THE CONTRACTOR FAILS TO CORRECT ANY PROBLEM.

13.4.6 NO ADDITIONAL FREIGHT OR TRANSPORTATION CHARGES ARE PERMITTED UNDER THIS CONTRACT.

13.5 DELIVERY AND FINAL ACCEPTANCE:

13.5.1 THE CONTRACTOR IS TO MAKE ARRANGEMENTS FOR DELIVERY OF VEHICLE(S) WITHIN 15 CALENDAR DAYS OF CONTRACTOR'S RECEIPT OF VEHICLE(S) FROM THE MANUFACTURER. ALL VEHICLES MUST BE DELIVERED WITHIN 30 CALENDAR DAYS OF CONTRACTOR'S RECEIPT OF VEHICLE(S) FROM THE MANUFACTURER.

13.5.2 FAILURE TO COMPLY WITH THESE TERMS OF THE CONTRACT MAY BE THE BASIS FOR CANCELLATION OF THE CONTRACT AND/OR THE DEBARMENT OR SUSPENSION OF THE CONTRACTOR FROM CONTRACTING WITH THE STATE OF NEW JERSEY PURSUANT TO N.J.A.C. 17:12-6 ET SEQ. AND/OR DISQUALIFICATION OF THE CONTRACTOR FROM AWARD OF FUTURE STATE CONTRACTS.

13.5.3 STATE OF NEW JERSEY: THE INSPECTED VEHICLE(S) WILL BE DELIVERED PROMPTLY, WITHIN FIVE (5) WORKING DAYS OF PASSING INSPECTION TO THE NJ AGENCY, REFERENCED BY THE "SHIP TO" ADDRESS ON THE PURCHASE ORDER, BY THE CONTRACTOR. FOR EACH VEHICLE DELIVERED AGAINST LINE OF CREDIT ACCOUNT, A COPY OF THE LETTER APPROVING THE PURCHASE MUST BE SUBMITTED WITH THE VEHICLE TO ENABLE VERIFICATION OF ORDER AND TO EXPEDITE PAYMENT. THE PREFERRED MODE OF DELIVERY WILL BE BY VEHICLE TRANSPORTER (CARRIER), TILT BODY VEHICLE, HOWEVER, OTHER MODES MAY BE PERMITTED ONLY WITH THE CONSENT OF THE ORDERING AGENCY.

13.5.4 ALL DELIVERIES OF VEHICLES WILL BE MADE IN ACCORDANCE WITH THE FOLLOWING SCHEDULE, LEGAL HOLIDAYS EXCEPTED.

13.5.4.1 NJ DEPT. OF THE TREASURY, TRANSPORTATION SERVICES RECEIVING UNIT, DISTRIBUTION CENTER, 1620 STUYVESANT AVE., W. TRENTON, NJ 08628, (609) 530-4247: 8:00 AM TO 12:00 NOON AND 1:00 PM TO 3:00 PM, MONDAY THRU THURSDAY AND ON FRIDAY BY PRIOR ARRANGEMENT ONLY. THE BUREAU OF TRANSPORTATION SERVICES MAY SPECIFY ALTERNATE DELIVERY SITES, WHEN NECESSARY. HOWEVER, ALL ALTERNATE DELIVERY SITES WILL BE WITHIN THE IMMEDIATE TRENTON AREA.

13.5.5 NO VEHICLE WILL BE ACCEPTED AT THE FINAL DELIVERY POINT WITHOUT ALL SUPPORTING DOCUMENTATION AND PAPERWORK, COMPLETED AND DELIVERED WITH THE VEHICLE, TO INCLUDE THE CERTIFICATE OF ORIGIN, WARRANTY, ODOMETER STATEMENT (IF APPLICABLE), OWNER'S OPERATING INSTRUCTIONS/MANUALS, INVOICE AND KEY SETS. NO VEHICLE WILL BE CONSIDERED ACCEPTED UNTIL IT HAS UNDERGONE FINAL INSPECTION AT THE DELIVERY POINT.

13.5.6 NO MORE THAN TEN (10) VEHICLES PER DAY AND FIFTY (50) VEHICLES PER WEEK (BASED ON 5-DAY WORK WEEK) WILL BE ACCEPTED AT EACH DELIVERY SITE. WHEN NECESSARY, AND WITH THE CONSENT OF BOTH THE AGENCY AND THE CONTRACTOR, THE NUMBER OF VEHICLES DELIVERED PER DAY MAY BE INCREASED.

13.5.7 FOR DELIVERY TO NJ STATE AGENCIES, WHERE AUTHORIZED BY THE PURCHASE ORDER, ARRANGEMENTS SHALL BE MADE FOR THE INSPECTION PRIOR TO DELIVERY, BY THE CONTRACTOR WITH THE AGENCY CONCERNED. DELIVERED VEHICLES WILL BE INSPECTED WITHIN TEN (10) WORKING DAYS. IF A VEHICLE HAS BEEN ACCEPTED, THE WARRANTY SHALL COMMENCE ON THE DATE OF FINAL ACCEPTANCE, OR IF A VEHICLE HAS BEEN REJECTED, THE CONTRACTOR WILL BE NOTIFIED. THE NOTICE WILL INDICATE THE REASON(S) FOR REJECTION. ALL REPAIRS/ADJUSTMENTS ARE TO BE ACCOMPLISHED WITHIN TEN (10) WORKING DAYS THEREAFTER.

13.5.8 ALL VEHICLES MUST BE DELIVERED WITH THE MANUFACTURER

SUGGESTED RETAIL PRICE LABEL AFFIXED TO THE WINDOW. THE LABEL SHALL NOT BE REMOVED PRIOR TO DELIVERY TO THE NJ AGENCY.

13.5.9 ALL DELIVERED VEHICLES MUST BE CLEAN BOTH INSIDE AND OUTSIDE. MANUFACTURER'S STANDARD ITEMS, SUCH AS HUBCAPS, FLOOR MATS, JACK AND LUG WRENCH OR THE LIKE, SHALL BE PROVIDED, INSTALLED, BY THE CONTRACTOR PRIOR TO DELIVERY.

13.5.10 COMPLETE INSTRUCTIONS ON THE CARE AND MAINTENANCE OF THE VEHICLE AND A DEMONSTRATION ON IT'S OPERATION WILL BE GIVEN BY THE CONTRACTOR AT THE TIME OF DELIVERY AND ACCEPTANCE TO THE AGENCY, IF SO DESIRED.

13.5.11 THE CONTRACTOR SHALL DEVISE A METHOD WHEREBY THE DELIVERY LOCATION OF THE VEHICLE IS IDENTIFIED ON THE FACTORY ORDER, SO THAT RECALL NOTICES WILL INDICATE THE DELIVERY LOCATION FOR EACH VEHICLE.

13.5.12 THE MANUFACTURER'S CERTIFICATE OF ORIGIN WILL BE MADE OUT TO THE STATE OF NEW JERSEY, AND PRESENTED AT THE TIME OF DELIVERY. PURCHASE ORDER NUMBER AND REQUISITION NUMBER MUST BE INDICATED ON THE UPPER LEFT HAND CORNER. DO NOT FURNISH THE NEW JERSEY CERTIFICATE OF TITLE (CERTIFICATE OF OWNERSHIP). THE STATE WILL TITLE THE VEHICLE UPON RECEIPT OF THE MANUFACTURER'S CERTIFICATE OF ORIGIN.

13.5.13 VEHICLES ARE TO BE DELIVERED WITH A 3"X 5" INDEX CARD OR OTHER LABEL/CARD, VISIBLE THROUGH THE WINDSHIELD, BEARING THE FOLLOWING INFORMATION, IN TYPED OR PRINTED FORM:

CONTRACTOR'S NAME
PURCHASE ORDER NUMBER (IF APPLICABLE)
REQUISITION NUMBER
STOCK NUMBER
SERIAL NUMBER

NOTE: VEHICLES WITHOUT THIS INFORMATION WILL NOT BE ACCEPTED.

13.5.14 DEALER'S (CONTRACTOR'S) NAME/ADVERTISING SHALL NOT APPEAR ON ANY VEHICLE DELIVERED UNDER THE TERMS OF THE CONTRACT. FURTHER THE CONTRACTOR WILL NOT AFFIX DEALER NAME TO THE VEHICLE. VEHICLES DELIVERED TO FINAL DESTINATION WITH DEALER'S ADVERTISING WILL BE REJECTED.

13.6 NEW CAR INSPECTION STICKER:

13.6.1 NO VEHICLE WILL BE ACCEPTED WITHOUT A NEW JERSEY MOTOR VEHICLE NEW CAR INSPECTION STICKER IN PLACE AS PRESCRIBED BY LAW, CORRECTLY PUNCHED TO THE MONTH OF DELIVERY AND ACCEPTANCE. OUT OF STATE BIDDERS MUST COMPLY WITH THIS REQUIREMENT WITHOUT ANY ADDITIONAL COST OR DELAY. FAILURE TO COMPLY WITH THIS PROVISION WILL RESULT IN THE REJECTION OF YOUR BID.

13.6.2 BIDDER ACCEPTS THE TERMS OF THIS PROVISION:

YES

13.7 WARRANTIES:

13.7.1 MANUFACTURER'S STANDARD WARRANTY WILL BE SUPPLIED WITH EACH VEHICLE AT THE TIME OF DELIVERY AND SHALL BE IN TYPED FORM.

WARRANTY COMMENCES WITH THE ACCEPTANCE OF THE VEHICLE AT THE DELIVERY SITE AND FOLLOWING THE FINAL INSPECTION.

13.7.2 THE CONTRACTOR SHALL GUARANTEE THAT THE VEHICLE AND ALL COMPONENT PARTS SHALL COMPLY WITH THE LATEST FEDERAL SAFETY STANDARDS AND NEW JERSEY MOTOR VEHICLE CODE REGULATIONS AND SAFETY STANDARDS.

13.8 WARRANTY REQUIREMENTS:

13.8.1 THE BIDDER WILL ENSURE THAT THE MANUFACTURER WHOSE PRODUCTS ARE BID MUST HAVE A SERVICING DEALER OR SERVICE LOCATION WITHIN A DISTANCE OF TRENTON, NJ, DEEMED TO BE REASONABLE BY THE STATE, FOR WARRANTY SERVICE/REPAIR. USERS OF THIS CONTRACT SHOULD CONTACT THE CONTRACTOR IN CASES WHERE WARRANTY SERVICE/REPAIR IS TO BE PERFORMED AT A PLACE OTHER THAN THE ORIGINAL PLACE OF PURCHASE TO ARRANGE FOR A SERVICING DEALER WITHIN A CLOSER PROXIMITY TO THEIR LOCATION.

13.8.2 THE CONTRACTOR IS RESPONSIBLE FOR ANY WARRANTY SERVICE/REPAIR, WHICH WILL BE CONTRACTOR'S OWN EXPENSE. EVENTS BEYOND CONTRACTOR'S CONTROL, SUCH AS LACK OF PARTS DUE TO STRIKES AND UNFORESEEN ACTS OF GOD SHALL CONSTITUTE VALID REASONS FOR DELAY IN MAKING NECESSARY REPAIRS. HOWEVER, THE DIRECTOR, DIVISION OF PURCHASE AND PROPERTY, SHALL MAKE SUCH DETERMINATION.

13.8.3 MANUFACTURER'S WARRANTY: THE CONTRACTOR IS TO PROVIDE THE APPROPRIATE FORMS, FOR COMPLETION BY THE AGENCY.

13.9 PAYMENT:

13.9.1 INVOICES WILL BE PROCESSED FOR PAYMENT ONLY AFTER FINAL ACCEPTANCE OF THE VEHICLE(S) BY THE RECEIVING AGENCY, AND THE DELIVERY TICKET HAS BEEN SIGNED OFF BY AN AUTHORIZED REPRESENTATIVE OF THE CENTRAL MOTOR POOL OR OTHER AUTHORIZED GOVERNMENTAL REPRESENTATIVE FOR VEHICLES PURCHASED BY POLITICAL SUBDIVISIONS OR INDEPENDENT AUTHORITIES. PARTIAL PAYMENTS MAY BE MADE FOR VEHICLE(S) ACCEPTED, IF BILLED SEPARATELY. TIMELY PAYMENT DISCOUNTS WILL BE TAKEN IF OFFERED BY THE CONTRACTOR. THE STATE RESERVES THE RIGHT TO MAKE PAYMENTS DIRECTLY OR THROUGH A THIRD PARTY.

13.9.2 SPECIAL NOTE: THE STATE RESERVES THE RIGHT TO ORDER VEHICLES THROUGH A LINE OF CREDIT. FOR THESE ORDERS THE CONTRACTOR WILL RECEIVE A LETTER FROM THE OFFICE OF THE DIRECTOR OF PURCHASE AND PROPERTY, IN LIEU OF A PURCHASE ORDER. LINE OF CREDIT LETTERS MUST BE ACCEPTED BY THE CONTRACTOR ON THE SAME BASIS AS REGULAR PURCHASE ORDERS. PAYMENT FOR BOTH PURCHASE ORDERS AND LINE OF CREDIT LETTERS WILL BE PROCESSED IN ACCORDANCE WITH 4.5 AND 4.6 OF THIS RFP STANDARD TERMS AND CONDITIONS.

13.10 CONTRACT PERIOD/ EXTENSION/ TERMINATION OF CONTRACT:

13.10.1 THE CONTRACT WILL BE FOR ONE YEAR TERM SHOWN ON THE FRONT PAGE OF THIS RFP. HOWEVER, THE CONTRACTOR CANNOT ACCEPT OR PROCESS AN ORDER AFTER THE MANUFACTURER'S CUT-OFF DATE, UNLESS THE VEHICLE ORDERED IS EXACTLY CONFIGURED AS SPECIFIED IN THIS RFP. NO VEHICLE, WHATSOEVER, CAN BE SOLD AFTER THE CONTRACT EXPIRATION DATE.

13.10.2 FAILURE TO COMPLY WITH THE TERMS OF THE CONTRACT MAY BE THE BASIS FOR TERMINATION OF CONTRACT, DEBARMENT OR SUSPENSION

OF THE CONTRACTOR FROM CONTRACTING WITH THE STATE OF NEW JERSEY PURSUANT TO N.J.A.C. 17:12-6 ET SEQ. AND/OR DISQUALIFICATION OF THE CONTRACTOR FROM AWARD OF FUTURE STATE CONTRACTS.

13.10.3 THE DIRECTOR, DIVISION OF PURCHASE AND PROPERTY, RESERVES THE RIGHT TO TERMINATE ANY CONTRACT IN ACCORDANCE WITH SECTION 3.5 OF THE STANDARD TERMS AND CONDITIONS.

13.10.4 UPON THE MUTUAL WRITTEN AGREEMENT BETWEEN THE CONTRACTOR AND THE DIRECTOR, DIVISION OF PURCHASE AND PROPERTY, THE CONTRACT MAY BE EXTENDED FOR A MAXIMUM PERIOD OF ONE YEAR IN ACCORDANCE WITH 3.2 OF THE STANDARD TERMS AND CONDITIONS.

13.11 MANUFACTURER'S CUT-OFF DATE:

13.11.1 THE CONTRACTOR(S) WILL BE REQUIRED TO NOTIFY THE PURCHASE BUREAU OF THE MANUFACTURER'S ORDER CUT-OFF DATE, AS SOON AS THAT DATE IS MADE AVAILABLE TO THE CONTRACTOR. NOTIFICATION (BLANK "CUT-OFF DATE NOTIFICATION"-FORM B IS ATTACHED) MUST BE FAXED SEPARATELY TO KRISTI HOLMAN AT 609-292-5396 (ALTERNATE: 609-292-0490). HOWEVER, SHOULD A CONTRACTOR BE NOTIFIED OF THE MANUFACTURER'S CUT-OFF DATE AFTER THE CONTRACTOR HAS BEEN FORMALLY NOTIFIED BY A LETTER OF INTENT TO AWARD, BUT BEFORE CONTRACT AWARDS HAVE BEEN FINALIZED, THE INTENDED AWARDEE WILL BE OBLIGATED TO NOTIFY THE DIRECTOR IN WRITING. MANUFACTURER'S WRITTEN CONFIRMATION MUST BE SUBMITTED WITH ALL LETTERS OF NOTIFICATION.

13.11.2 NOTE: FAILURE TO IMMEDIATELY FAX THE NOTIFICATION SHALL BE CONSIDERED A VIOLATION OF THE CONTRACT TERMS AND CONDITIONS. (SEE 3.5B, PAGE: 4, OF THE STANDARD TERMS AND CONDITIONS).

13.11.3 ALL ORDERS PLACED BY EITHER THE STATE OR POLITICAL PARTICIPANTS BEFORE THE END OF THE ANNOUNCED MANUFACTURER'S CUT-OFF DATE MUST BE ACCEPTED BY THE CONTRACTOR(S). THESE ORDERS MAY BE HAND DELIVERED OR FAXED. THE STATE ALSO RESERVES THE RIGHT TO FAX ORDERS VIA "LETTERS OF INTENT" WITH PURCHASE ORDER(S) TO FOLLOW.

13.11.4 IN CASE WHERE THE MANUFACTURER IS UNABLE TO BUILD VEHICLES FOR WHICH ORDERS HAVE BEEN PLACED BY THE CONTRACTOR PRIOR TO MANUFACTURER'S CUT-OFF DATES, THE CONTRACTOR MUST IMMEDIATELY NOTIFY THE DIRECTOR OF THE DIVISION OF PURCHASE AND PROPERTY IN WRITING BY FAX REGARDING THIS SITUATION. AS A MINIMUM, THE LETTER SHALL PROVIDE THE FOLLOWING INFORMATION.

13.11.4.1 PURCHASE ORDER NUMBER OR LINE OF CREDIT LETTER DATE

13.11.4.2 THE MAKE, MODEL AND QUANTITY OF VEHICLES ORDERED

13.11.4.3 WHETHER THE MANUFACTURER HAS OFFERED TO PRICE PROTECT AND BUILD THESE VEHICLES FOR THE NEXT MODEL YEAR.

13.11.5 FAILURE TO DO SO MAY RESULT IN CANCELLATION OF YOUR CONTRACT.

13.12 SPECIAL MANDATORY REQUIREMENT - CONTRACT ACTIVITY REPORT:

13.12.1 IN CONJUNCTION WITH THE STANDARD RECORD KEEPING

REQUIREMENTS OF THIS CONTRACT, AS REQUIRED IN 3.19 OF THIS RFP'S STANDARD TERMS AND CONDITIONS, CONTRACTOR MUST PROVIDE, ON A CALENDAR QUARTER BASIS, TO THE ASSIGNED BUYER, A RECORD OF ALL PURCHASES MADE BY THE USING AGENCIES OTHER THAN THE STATE AGENCIES UNDER ITS CONTRACT RESULTING FROM THIS REQUEST FOR PROPOSAL. THIS INCLUDES PURCHASES MADE BY ALL QUASI AGENCIES AND POLITICAL SUB-DIVISIONS. THIS REPORTING REQUIREMENT INCLUDES, IF PERMITTED UNDER THE TERMS OF THE CONTRACT, SALES TO COUNTIES, MUNICIPALITIES, SCHOOL DISTRICTS, VOLUNTEER FIRE DEPARTMENTS, FIRST AID SQUADS AND RESCUE SQUADS AND INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION. THE REQUIREMENT ALSO INCLUDES SALES TO STATE AND COUNTY COLLEGES AND QUASI-STATE AGENCIES. QUASI-STATE AGENCIES INCLUDE ANY AGENCY, COMMISSION, BOARD, AUTHORITY OR OTHER SUCH GOVERNMENT ENTITY WHICH IS ESTABLISHED AND IS ALLOCATED TO A STATE DEPARTMENT OR ANY BI-STATE GOVERNMENTAL ENTITY OF WHICH THE STATE OF NEW JERSEY IS A MEMBER. AGAIN, THE CONTRACTOR SHALL NOT INCLUDE ANY SALES TO THE STATE AGENCIES.

13.12.2 THIS INFORMATION MUST BE PROVIDED USING THE ACCOMPANIED "FORM C" SO THAT ANALYSIS CAN BE MADE TO DETERMINE THE FOLLOWING:

13.12.2.1 CONTRACTOR'S TOTAL SALES VOLUME UNDER CONTRACT, SUBTOTALLED BY PRODUCT.

13.12.3 SUBMISSION OF PURCHASE ORDERS, CONFIRMATIONS, AND/OR INVOICES DO NOT FULFILL THIS CONTRACT REQUIREMENT FOR INFORMATION.

13.12.4 CONTRACTORS ARE ENCOURAGED TO SUBMIT THE REQUIRED INFORMATION IN ELECTRONIC SPREADSHEET FORMAT. THE PURCHASE BUREAU USES MICROSOFT EXCEL.

13.12.5 FAILURE TO REPORT THIS MANDATED INFORMATION WILL BE A FACTOR IN FUTURE AWARD DECISIONS.

13.13 ANY COMPLAINT FILED BY THE USING AGENCY, THROUGH THE PURCHASE BUREAU'S "FORMAL COMPLAINT REPORT" (FORM PB-36), WILL BE THOROUGHLY INVESTIGATED. ULTIMATE RESOLUTION BY THE DIRECTOR OF THE DIVISION OF PURCHASE AND PROPERTY WILL BE FINAL AND, IF AGAINST THE CONTRACTOR, WILL BECOME PART OF THE CONTRACTOR'S VENDOR PERFORMANCE FILE WHICH MAY BE CONSIDERED IN DECISIONS RELATING TO CONTRACT TERMINATION OR IN THE EVALUATION OF FUTURE BID PROPOSALS SUBMITTED.

14.0 BID EVALUATION AND CONTRACT AWARD:

14.1 EVALUATION CRITERIA: THE FOLLOWING CRITERIA WILL BE USED TO EVALUATE EACH BID.

14.1.1 COMPLIANCE WITH TECHNICAL SPECIFICATIONS.

14.1.2 COMPLIANCE WITH TERMS AND CONDITIONS OF THE RFP.

14.1.3 TOTAL PRICE BID.

14.1.4 PAST PERFORMANCE.

14.1.5 DELIVERY SCHEDULE BID IN 16.0 (COVER PAGE OF THIS RFP).

14.2 CONTRACT AWARD:

14.2.1 A SINGLE AWARD SHALL BE MADE WITH REASONABLE PROMPTNESS BY WRITTEN NOTICE TO THAT RESPONSIBLE BIDDER WHOSE BID, CONFORMING TO THE INVITATION FOR BIDS, WILL BE THE MOST ADVANTAGEOUS TO THE STATE, PRICE AND OTHER FACTORS CONSIDERED.

14.2.2 ANY OR ALL BID PROPOSALS MAY BE REJECTED WHEN THE DIRECTOR DETERMINES THAT IT IS IN THE PUBLIC INTEREST TO DO SO.

14.2.3 THE DIRECTOR MAY DETERMINE TO CANCEL THE RFP AND/OR RELEASE A NEW RFP WITH OR WITHOUT REVISIONS IF IT IS IN THE PUBLIC INTEREST TO DO SO.

14.2.4 THE DIRECTOR MAY DETERMINE TO MAKE PARTIAL AWARD OR SPLIT THE AWARD IF IT IS IN THE PUBLIC INTEREST TO DO SO.

APPENDIX 1 NJ STATE STANDARD TERMS AND CONDITIONS

STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS

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

1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

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

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

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

2. LIABILITIES

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

STATE OF NEW JERSEY
Purchase Bureau – Bid Ref. #

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

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

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

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

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

3. TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU

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

3.3 BID AND PERFORMANCE SECURITY

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

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

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

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

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

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

3.5 TERMINATION OF CONTRACT

- a. For Convenience

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

- b. For cause:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. TERMS RELATING TO PRICE QUOTATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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