



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

Vehicles, Sport Utility (SUV) (T-2007)

Bid Number: 03-X-34649 & 06-X-38119

Date Issued: 11/2/05

Using Agency

State of New Jersey
Cooperative Purchasing Members

This NOA consists of the following:

1. Original request for proposal (RFP) specifications, which include NJ 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

Vehicles, Sport Utility (SUV) (T-2007)

Bid Number: 03-X-34649

ISSUED: OCTOBER 2003
REVISED: SEPTEMBER 7, 2004
REVISED: AUGUST 2, 2005
REVISED: NOVEMBER 2, 2005

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

FOR

VEHICLES, SPORT UTILITY (SUV)

(TERM CONTRACT T-2007)

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7.0 DEFINITIONS, PURPOSE AND INTENT, AND SCOPE OF WORK

7.1 DEFINITIONS:

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

7.1.1 "RFP" (REQUEST FOR PROPOSAL) MEANS THIS RFP, WHICH INCLUDES THE COVER SHEET AND ITEMS 1.0 THROUGH 18.0 SHOWN IN THE TABLE OF CONTENTS.

7.1.2 "ADDENDA" MEANS WRITTEN OR GRAPHIC INSTRUMENTS ISSUED BY THE PURCHASE BUREAU, WHICH MODIFY OR CLARIFY THIS RFP.

7.1.3 "UNIT" OR "VEHICLE" MEANS PRODUCTS AND SERVICES SPECIFIED IN THIS RFP FOR THE PROCUREMENT OF NEW 2006 OR LATER

MODEL YEAR VEHICLES, SPORT UTILITY (SUV), AS LISTED IN "TABLE OF CONTENTS" ABOVE.

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 CONTRACT AWARDED AS A RESULT OF THIS RFP, SUCH AS ANY STATE AGENCY, QUASI-STATE AGENCY (NY/NJ PORT AUTHORITY, NJ TURNPIKE, ETC.) AND, IF EXTENDED BY THE CONTRACTOR, POLITICAL SUB-DIVISIONS, SUCH AS MUNICIPALITIES, COUNTIES, SCHOOL DISTRICTS, COUNTY AND STATE COLLEGES, VOLUNTEER FIRE DEPARTMENTS, FIRST AID SQUADS, RESCUE SQUADS AND INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION. CURRENTLY, THERE ARE OVER 2,500 PARTICIPANTS IN THE COOPERATIVE PURCHASING PROGRAM. ONCE CONTRACT AWARD IS 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 "STATE AGENCY" MEANS ANY DEPARTMENT OR AGENCY, WHICH IS A PART OF THE STATE GOVERNMENT, SUCH AS DEPARTMENT OF TRANSPORTATION, DEPARTMENT OF ENVIRONMENTAL PROTECTION, DEPARTMENT OF CORRECTIONS, DEPARTMENT OF HUMAN SERVICES, DEPARTMENT OF TREASURY. FOR A COMPLETE LISTING OF ALL STATE AGENCIES, VISIT THE STATE WEBSITE AT (LOWERCASE) www.state.nj.us

7.1.5.2 "NON-STATE AGENCY" MEANS ANY USER AUTHORIZED TO UTILIZE THE STATE CONTRACT OTHER THAN THE STATE AGENCY. ANY QUASI-STATE AGENCY OR POLITICAL SUB-DIVISION IS A NON-STATE AGENCY.

7.1.5.3 "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 THE AGENCY ISSUING THE PURCHASE ORDER OR THE AGENCY SHOWN AS THE USING AGENCY IN THE PURCHASE ORDER (IN "SHIP TO" AND/OR "BILL TO" AREA). WHEN AN ORDERING AGENCY NEEDS TO INITIATE A PURCHASE, A PURCHASE ORDER WILL BE ISSUED TO THE CONTRACTOR. ONLY AFTER SUCCESSFUL COMPLETION, IN ACCORDANCE WITH THE CONTRACT, WILL PAYMENT 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 UNIT SPECIFIED IN THIS RFP.

7.1.10 "CONTRACT" OR "TERM CONTRACT" MEANS THE CONTRACT AWARDED TO THE SUCCESSFUL BIDDER AS A RESULT OF THIS RFP. THE CONTRACT CONSISTS OF THIS RFP, ANY ADDENDA TO THIS RFP, AND THE CONTRACTOR'S BID PROPOSAL.

7.2 PURPOSE AND INTENT:

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

7.3 SCOPE OF WORK:

THIS RFP HAS BEEN DEVELOPED TO ESTABLISH A TERM CONTRACT TO PROCURE THE SPECIFIED UNITS AS A SERVICE TO OVER 1,700 AGENCIES. TOTAL AMOUNT OF ALL CONTRACT PURCHASES DURING THE CONTRACT TERM LISTED ON THE COVER SHEET OF THIS RFP (SHOWN AT THE TOP OF THE COVER SHEET) IS ONLY AN ESTIMATE. 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, HOWEVER, RESERVES THE RIGHT TO BID FOR ANY SPECIFIC LARGE VOLUME PURCHASES DURING THE TERM OF THIS CONTRACT.

8.0 BACKGROUND

8.1 UNLIKE OTHER RFP'S THAT REQUIRE A BIDDER TO BID FOR THE SPECIFIED VEHICLE WITH NO ADDITIONAL MANUFACTURER'S OPTIONS (SUCH AS T-0099, T-1385 AND T-2094), THIS RFP REQUIRES A BIDDER TO BID, IN ADDITION TO THE SPECIFIED VEHICLE, THE MANUFACTURER'S PUBLISHED OPTIONS, AT A PERCENTAGE DISCOUNT OFF THEIR MANUFACTURER'S SUGGESTED RETAIL PRICES/LIST PRICES (MSRP). AS EXPLAINED IN "METHOD OF BIDDING" (9.0) AND "BID EVALUATION AND CONTRACT AWARD" (14.0), DISCOUNT BID OFF THE MSRP FOR THE MANUFACTURER'S PUBLISHED OPTIONS SHALL AFFECT THE PRICE INDEX, BASED UPON WHICH, AMONG OTHER CRITERIA, AN AWARD SHALL BE MADE.

8.2 RESERVED.

9.0 METHOD OF BIDDING

9.1 THERE ARE EIGHT (8) SECTIONS (GROUPS) OF BASE VEHICLES AND THEIR OPTIONS, WHICH ARE ITEMIZED IN THE TABLE OF CONTENTS AT THE BEGINNING OF THIS RFP, AND SIXTEEN (16) PRICE LINES. EACH GROUP SHALL BE AWARDED INDIVIDUALLY, CREATING A TOTAL OF EIGHT (8) AWARDS.

9.2 THE BIDDER MUST BID ON EACH PRICE LINE ITEM IN A GROUP TO BE A QUALIFIED BIDDER FOR THAT GROUP. A BIDDER CAN BID ON ONE, SEVERAL OR ALL GROUPS, USING PRICE LINES ON THE PRICE SHEETS ATTACHED AT THE END OF THIS RFP.

9.3 EACH GROUP CONTAINS TWO PRICE LINES, ONE FOR THE BASE VEHICLE AND ONE FOR VEHICLE MANUFACTURER'S PUBLISHED OPTIONS. (REFER TO THE PRICE LINES, SAY, PRICE LINES 1 AND 2, WHICH REPRESENT SECTION 1 GROUP PRICE LINES.) A BIDDER SHALL BID FIXED PRICE ON BASE VEHICLE PRICE LINE AND A PERCENTAGE DISCOUNT OFF OPTIONS' MSRP ON MANUFACTURER'S PUBLISHED OPTIONS PRICE LINE.

9.3.1 AS EXPLAINED IN THE "BID EVALUATION AND CONTRACT AWARD" (14.0), THE PRICE BID FOR THE BASE VEHICLE AND THE % DISCOUNT BID (% DISCOUNT OFF MANUFACTURER'S PUBLISHED OPTIONS'

MSRP) ON MANUFACTURER'S PUBLISHED OPTIONS' PRICE LINE SHALL DETERMINE PRICE INDEX FOR THE GROUP. THE PRICE INDEX IS DETERMINED FOR BID EVALUATION PURPOSES ONLY, BASED UPON WHICH, AMONG OTHER SPECIFIED CRITERIA, A CONTRACT SHALL BE AWARDED. THE PRICE INDEX, HOWEVER, SHALL HAVE NO BEARING ONCE THE CONTRACT IS AWARDED. USER SHALL PURCHASE BASE VEHICLE ONLY OR BASE VEHICLE WITH ANY COMPATIBLE COMBINATION(S) OF MANUFACTURER'S PUBLISHED OPTIONS, USING CONTRACT PRICE, % DISCOUNT AND MSRP OF THE MANUFACTURER'S PUBLISHED OPTIONS PURCHASED.

9.4 IF A BIDDER DOES NOT BID ON MANUFACTURER'S PUBLISHED OPTIONS PRICE LINE, ITS BID PROPOSAL SHALL BE REJECTED FOR THAT GROUP. THE BIDDER CAN BID VARIOUS DISCOUNTS FOR VARIOUS GROUPS.

9.4.1 I M P O R T A N T N O T E: THIS RFP PERMITS ONLY MANUFACTURER'S PUBLISHED OPTIONS OFFERED FOR A GIVEN TRIM LINE AND MANUFACTURER'S BODY CODE. NO OTHER OPTIONS, WHICH CHANGE TRIM LINE AND/OR MANUFACTURER'S BODY CODE OF THE VEHICLE BID, SHALL BE OFFERED. NO "XLT" TRIM LINE OPTIONS, FOR EXAMPLE, SHALL BE OFFERED WITH "XL" TRIM LINE VEHICLE. NO "4WD" OPTION SHALL BE OFFERED, FOR INSTANCE, WITH A TWO WHEEL DRIVE VEHICLE. FOUR WHEEL DRIVE VEHICLE SHALL ONLY BE OFFERED USING THE SPECIFIC PRICE LINE FOR FOUR-WHEEL DRIVE VEHICLE. NO EXCEPTIONS SHALL BE PERMITTED.

9.5 EACH VEHICLE IS SPECIFIED IN TWO PARTS OF THE TECHNICAL SPECIFICATIONS OF THIS RFP: PART I - COMMON SPECIFICATIONS (11.0) AND PART II - VEHICLE SPECIFIC REQUIREMENTS (12.0). THUS, PRICE BID FOR ANY VEHICLE SHALL INCLUDE, AMONG OTHER ITEMS (DELIVERY, INSPECTION, ETC.), COSTS OF PART I (COMMON) SPECIFICATIONS AND RELEVANT PART II (VEHICLE SPECIFIC) SPECIFICATIONS. FOR EXAMPLE; ON PRICE LINE 1 (SECTION 1 VEHICLE CONFIGURED IN 12.1.1, SUV, SMALL, 4-DOOR, 2WD), A BIDDER SHALL INCLUDE COST OF MANUFACTURER'S BASE SUV, SMALL, 4-DOOR, 2WD (TO MEET 12.1.1 SPECIFICATIONS), AND AUTOMATIC TRANSMISSION AND AIR CONDITIONING.

9.6 PRICE LINES ARE GROUPED FOR BID EVALUATION PURPOSES ONLY. USER MUST BE ABLE TO PURCHASE BASE VEHICLE ONLY, OR BASE VEHICLE WITH ONE OR MORE, COMPATIBLE, VEHICLE MANUFACTURER'S PUBLISHED OPTIONS OFFERED BY THE CONTRACTOR. USER, HOWEVER, WILL NOT BE ABLE TO PURCHASE MANUFACTURER'S PUBLISHED OPTION ONLY, WITHOUT MAKING A BASE VEHICLE PURCHASE.

9.7 RESERVED.

9.8 USER WILL BE ABLE TO PURCHASE ONE OR MORE, COMPATIBLE, MANUFACTURER'S PUBLISHED OPTIONS, ALONG WITH A PURCHASE OF ONE BASE VEHICLE, USING MANUFACTURER'S OPTIONS' PRICE LINE. IN THE ABOVE EXAMPLE (SECTION 1), ONE OR MORE, COMPATIBLE, MANUFACTURER'S OPTIONS CAN BE PURCHASED, ALONG WITH A PURCHASE OF ONE BASE VEHICLE (PRICE LINE 1), USING PRICE LINE 2 BY DEDUCTING CONTRACT DISCOUNT FROM A SUM OF PURCHASED MANUFACTURER'S OPTIONS' MSRP.

9.9 USER WILL ALSO BE ABLE TO PURCHASE ANY AVAILABLE MANUAL TRANSMISSION AND/OR ANY AVAILABLE AIR CONDITIONING DELETE AND/OR ANY OTHER AVAILABLE MANUFACTURER'S DELETE/DEDUCT OPTIONS BY UTILIZING MANUFACTURER'S PUBLISHED OPTIONS' PRICE LINE; IN WHICH CASE, CONTRACT DISCOUNT SHALL BE APPLIED TO A SUM OF PURCHASED OPTIONS' MSRP AND THE NET RESULT SHALL BE DEDUCTED FROM THE BASE VEHICLE CONTRACT PRICE. IT IS, HOWEVER, EXPECTED THAT A PURCHASE OF AVAILABLE MANUAL TRANSMISSION AND AIR CONDITIONING DELETE OPTIONS WILL BE RARE.

9.10 THE BIDDER MUST PROVIDE, INCLUDED WITH ITS BID PROPOSAL, A MANUFACTURER'S PUBLISHED LIST OF OPTIONS WITH CORRESPONDING MSRP FOR EACH GROUP OF VEHICLES BID, WHICH SHALL BE VERIFIED WITH CHROME CORPORATION'S PC CARBOOK AND MANUFACTURER'S DATA PROVIDED THROUGH INDEPENDENT CHANNEL. UPON ESTABLISHMENT OF CONTRACT(S), MANUFACTURERS' PUBLISHED LISTS OF OPTIONS WITH CORRESPONDING MSRP AND THE NOTICE OF AWARD (NOA) SHALL BE UPLOADED TO THE PURCHASE BUREAU'S WEBSITE.

9.11 IF A BIDDER CHOOSES NOT TO OFFER ANY MANUFACTURER'S PUBLISHED OPTION(S), IT SHALL CROSS-OUT THE OPTION(S) NOT OFFERED FROM THE MANUFACTURER'S PUBLISHED LIST PROVIDED WITH ITS BID PROPOSAL, WITH AUTHORIZED INITIALS NEXT TO CROSSED-OUT OPTION(S). THE BIDDER, HOWEVER, SHOULD LIMIT THE NUMBER OF SUCH CROSSED-OUT OPTIONS TO A MINIMUM. ANY BID PROPOSAL WITH A PATTERN OF EXCESSIVE CROSSED-OUT OPTIONS OR CROSSED-OUT OPTIONS WITH NO JUSTIFICATION, TO GAIN UNFAIR ADVANTAGE, SHALL BE SUBJECT TO REJECTION FOR THE AFFECTED GROUP(S).

9.12 MSRP IS USED FOR REFERENCE BENCHMARK ONLY. THE STATE IS NOT EXPECTING TO PURCHASE OPTIONS AT THE MSRP. THE STATE IS EXPECTING A SIGNIFICANT DISCOUNT OFF THE MSRP FOR THE MANUFACTURER'S PUBLISHED OPTIONS FOR EACH GROUP OF VEHICLES. (REFER TO THE EXAMPLES IN ITEM 14.0 - "BID EVALUATION AND CONTRACT AWARD" - OF THIS RFP.)

9.13 IN THE EVENT NO BID PROPOSAL OFFERS A REASONABLE DISCOUNT OFF THE MSRP FOR THE MANUFACTURER'S PUBLISHED OPTIONS FOR A PARTICULAR GROUP OF VEHICLES, THE DIRECTOR MAY DETERMINE TO AWARD THE BASE VEHICLE ONLY, IF DEEMED IN THE BEST INTEREST OF THE STATE. IN SUCH CASE, THE MANUFACTURER'S OPTIONS PRICE LINE SHALL BE REMOVED FROM THE BID EVALUATION CRITERIA FOR THE AFFECTED GROUP OF VEHICLES AND AWARD SHALL BE MADE BASED UPON, AMONG OTHER BID EVALUATION CRITERIA, A TOTAL PRICE BID ON THE BASE VEHICLE PRICE LINE.

9.14 PRICE (UNIT PRICE/DISCOUNT OFF MSRP FOR THE MANUFACTURER'S PUBLISHED OPTIONS) BID MUST BE LEGIBLE. ANY ALTERATION OR APPEARANCE OF ALTERATION MUST BE INITIALED BY THE AUTHORIZED PERSON. ANY MISSING OR ILLEGIBLE PRICE, OR PRICE CORRECTION OR APPEARANCE OF PRICE ALTERATION WITHOUT BIDDER'S QUALIFYING INITIALS SHALL CAUSE THE BID TO BE DISQUALIFIED FOR THAT PRICE LINE ITEM AND, IN TURN, THE GROUP THAT PRICE LINE ITEM IS PART OF.

9.15 NOTE: THE BIDDER IS 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.

9.16 QUANTITY (THIRD COLUMN-"QUANTITY") SHOWN ON EACH PRICE LINE ON THE PRICE SHEETS 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.

9.17 THE BIDDER MUST PROVIDE COMPLETE AND ACCURATE INFORMATION THROUGHOUT THIS RFP, IN THE SPACES PROVIDED, INCLUDING, BUT NOT LIMITED TO, SPACES PROVIDED ON ALL PRICE LINES ON THE PRICE SHEETS; FOR EXAMPLE, MAKE, MODEL, MODEL YEAR, TRIM LINE, MANUFACTURER'S BODY CODE, AND OPTIONAL PACKAGE/OPTION BID.

FAILURE TO DO SO MAY RESULT IN A BID REJECTION. IF NO OPTIONAL PACKAGE/OPTION IS PROVIDED, THE BIDDER WILL 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. IF A BIDDER HAS PROVIDED ANY OPTIONAL PACKAGE/OPTION IN THE BASE VEHICLE, THE BIDDER SHALL SO LIST IN THE SPACES PROVIDED FOR "OPTIONAL PACKAGE/OPTION BID" AND CROSS OUT THE OPTIONAL PACKAGE/OPTION PROVIDED IN THE MANUFACTURER'S PUBLISHED LIST OF OPTIONS, WITH AUTHORIZED INITIALS NEXT TO IT. A BIDDER IS CAUTIONED TO THOROUGHLY REVIEW THE INFORMATION IT HAS PROVIDED, SPECIFICALLY THE INFORMATION ON THE BASE VEHICLE PRICE LINE IN A GROUP, BEFORE SUBMITTING ITS BID PROPOSAL. ANY ERRONEOUS INFORMATION PROVIDED ON THE BASE VEHICLE PRICE LINE IN A GROUP BY THE CONTRACTOR SHALL AFFECT HOW THE MANUFACTURER'S OPTION IS ORDERED.

9.17.1 I M P O R T A N T N O T E: THE BIDDER MUST PROVIDE COMPLETE INFORMATION ON THE UNIT OFFERED AS REQUIRED ON THE PRICE LINE AND SUBMIT THE REQUIRED LITERATURE FOR THAT UNIT. IF A BIDDER IDENTIFIES THE UNIT OFFERED BY DENOTING MAKE, MODEL, MODEL YEAR, TRIM LINE, MANUFACTURER'S BODY CODE AND OPTIONS AS REQUIRED ON THE PRICE LINE AND DOES NOT PROVIDE THE REQUIRED LITERATURE, OR PROVIDES THE REQUIRED LITERATURE AND DOES NOT IDENTIFY THE UNIT OFFERED, THE STATE RESERVES THE RIGHT TO REQUEST ALL INFORMATION NECESSARY TO EVALUATE BIDS FROM THE BIDDER. THE BIDDER MUST RESPOND TO SUCH REQUEST WITHIN 24 HOURS FROM THE TIME THE BIDDER IS NOTIFIED. IF THE INFORMATION REQUESTED IS NOT RECEIVED WITHIN 24 HOURS, THE BID PROPOSAL WILL BE REJECTED. BID PROPOSAL, WHICH DOES NOT IDENTIFY THE UNIT BID AND DOES NOT INCLUDE THE REQUIRED LITERATURE, SHALL BE REJECTED.

9.18 THE BIDDER SHALL PROVIDE THE VEHICLE AS A CERTIFIED LOW EMISSION VEHICLE (LEV) OR CLEANER, IF AVAILABLE FROM THE MANUFACTURER AT NO EXTRA CHARGE. THE BIDDER SHALL PROVIDE ORDER OPTION CODE (CLEAN FUEL FLEET OPTION) IN THE SPACE PROVIDED (OPTIONAL PACKAGE/OPTION BID) ON THE BASE VEHICLE PRICE LINE ON THE PRICE SHEET.

9.19 THE FIRST PAGE (FACE) OF THIS RFP MUST 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 THE REJECTION OF THE BID.

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

9.21 BIDDERS ARE REQUESTED TO SUBMIT ALL QUESTIONS CONCERNING THIS RFP IN WRITING OR FAX TO REACH THE BUYER NOTED ON THE COVER SHEET NO LATER THAN SEVEN (7) WORKING DAYS PRIOR TO BID OPENING. FAX NUMBER IS 609-292-5396 (OPTIONAL FAX: 609-292-0490). QUESTIONS RECEIVED AFTER THIS DATE WILL NOT BE HONORED.

9.22 IN THE EVENT IT BECOMES NECESSARY TO REVISE, MODIFY, CLARIFY OR OTHERWISE ALTER THIS RFP, REVISIONS WILL BE MADE IN THE FORM OF AN ADDENDUM TO THIS RFP.

9.23 PRIOR TO CONTRACT AWARD, BIDDERS ARE NOT TO CONTACT ANY AGENCY CONCERNING THIS RFP. THE ONLY INDIVIDUAL THAT CAN BE CONTACTED IS THE BUYER NOTED ON THE COVER SHEET.

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

9.25 IN ORDER TO BE CONSIDERED FOR AN AWARD, BID PROPOSALS MUST ARRIVE AT THE PURCHASE BUREAU (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.

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

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

9.25.3 BID PROPOSALS MAY BE WITHDRAWN, MODIFIED, AND RE-SUBMITTED PRIOR TO BID OPENING. MODIFICATIONS SUBMITTED IN ANY OTHER MANNER WILL NOT BE CONSIDERED. NO BID PROPOSAL CAN BE WITHDRAWN AFTER THE BID OPENING WITHOUT THE STATE'S APPROVAL TO DO SO. THE STATE MAY SUBJECT A BIDDER REQUESTING BID WITHDRAWAL TO PENALTY FOR ANY DAMAGES INCURRED BY THE STATE FOR PROCESSING AND EVALUATING THE BID PROPOSAL (SEE 10.4.1).

9.26 MANDATORY REQUIREMENT - PAST PERFORMANCE:

BIDDERS SHALL PROVIDE THE FOLLOWING INFORMATION:

9.26.1 PREVIOUS SATISFACTORY CUSTOMER SERVICE:

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

9.26.2 TERMINATED CONTRACTS:

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

NOTE: "TERMINATED 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.

NONE.

10.0 ADDITIONAL TERMS AND CONDITIONS & BIDDER'S INFORMATION

10.1 RESERVED.

10.2 THE BIDDER SHALL PROVIDE THE FOLLOWING INFORMATION:

10.2.1 RESERVED.

10.2.2 HAS THE BIDDER, ITS PARENT COMPANY OR ANY OF ITS SUBSIDIARIES OR RELATED COMPANIES EVER RECEIVED A FINE OR OTHER ACTION OF A DISCIPLINARY NATURE FROM THE VEHICLE MANUFACTURER REPRESENTED BY THE BIDDER IN THIS BID? (ALL CONTRACTORS CHECKED "NO")

10.2.3 HAS THE BIDDER, 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? (ALL CONTRACTORS CHECKED "NO")

10.3 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 VEHICLES SPECIFIED. IT WILL BE THE RESPONSIBILITY OF THE MANUFACTURER TO NOTIFY THE STATE OF NEW JERSEY OF ANY CHANGES IN THE STATUS OF THE BIDDER FRANCHISE.

10.4 NO BID SECURITY IS REQUIRED FOR THIS RFP.

10.4.1 BY SUBMITTING A BID PROPOSAL, THE 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 VEHICLES OUTLINED IN THESE SPECIFICATIONS ARE 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 ANY VEHICLE MAKE, WHICH IS EQUAL IN PERFORMANCE TO THE ONE SPECIFIED HEREIN.

10.6 A BIDDER SHALL PROVIDE ONLY CURRENT PRODUCTION MODEL NEW VEHICLE(S) OF THE LATEST DESIGN AT THE TIME OF SUBMISSION OF THE BID PROPOSAL. NO USED OR DISCONTINUED VEHICLES ARE ACCEPTABLE.

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

10.8 THE BIDDER SHALL ENSURE THAT THE MANUFACTURER WHOSE PRODUCTS ARE BID HAS A SERVICING DEALER OR SERVICE LOCATION WITHIN A REASONABLE DISTANCE FROM TRENTON, NJ, DEEMED REASONABLE BY THE STATE, FOR WARRANTY SERVICE 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. (SEE 13.8)

10.9 LITERATURE: THE BIDDER IS REQUIRED TO SUBMIT TWO COMPLETE COPIES, ONE ORIGINAL AND ONE COPY, OF ITS BID PROPOSAL, INCLUDING ALL ATTACHMENTS, I.E., WARRANTY, ILLUSTRATED LITERATURE, SPECIFICATIONS SHEETS, MANUFACTURER'S PUBLISHED LISTS OF OPTIONS WITH CORRESPONDING MSRP AND ALL OTHER NECESSARY DATA ON THE

VEHICLES AND OPTIONS IT PROPOSES TO FURNISH. ALL ATTACHMENTS SUBMITTED SHALL BE PROPERLY LABELED, SHOWING THE BIDDER'S NAME AND THE BID NUMBER.

10.10 SUBCONTRACTING IS ALLOWED. ANY INTENT TO SUBCONTRACT MUST BE 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. IF THE BIDDER IS A DEALER OR DISTRIBUTOR FOR THE AFTERMARKET EQUIPMENT, THE BIDDER MUST SO STATE IN THE BID PROPOSAL AND WILL BE SOLELY RESPONSIBLE FOR THE EQUIPMENT, INSTALLATION AND WARRANTY. IF A BID PROPOSAL DOES NOT INCLUDE A SUBCONTRACTOR(S)' LIST AND/OR DEALER DECLARATION, THE STATE RESERVES THE RIGHT TO REQUEST SUCH INFORMATION FROM THE BIDDER. THE BIDDER MUST RESPOND TO SUCH REQUEST WITHIN 24 HOURS. IF THE INFORMATION REQUESTED IS NOT RECEIVED WITHIN 24 HOURS, THE BID PROPOSAL SHALL BE REJECTED.

10.10.1 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.

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

10.10.3 IF A CONTRACTOR DESIRES TO SUBSTITUTE ANY SUBCONTRACTOR(S) LISTED IN THE BID PROPOSAL, THE CONTRACTOR WILL SO NOTIFY THE STATE AND PROVIDE THE REQUIRED INFORMATION ON THE PROPOSED SUBCONTRACTOR(S). THE STATE RESERVES THE RIGHT TO REJECT ANY PROPOSED SUBSTITUTE SUBCONTRACTOR(S).

10.10.4 THE STATE RESERVES THE RIGHT TO DEMAND THE SAME INFORMATION ON ANY SUBCONTRACTOR(S) AS IS REQUIRED FROM THE BIDDER UNDER THIS RFP.

10.11 I M P O R T A N T N O T E: THE BIDDER IS STRONGLY ADVISED NOT TO TAKE MATERIAL DEVIATIONS OR SUBSTITUTIONS, WHICH WOULD NECESSITATE REJECTION OF THE BID PROPOSAL AS NON-RESPONSIVE.

10.12 I M P O R T A N T N O T E: THE BIDDER MUST PROVIDE COMPLETE AND ACCURATE INFORMATION AS REQUIRED ON A PRICE LINE IN A PRESCRIBED MANNER, WHICH SHALL INCLUDE MAKE, MODEL, MODEL YEAR, TRIM LINE, MANUFACTURER'S BODY CODE AND OPTIONAL PACKAGE/OPTIONS BID. IF THE BIDDER LISTS MAKE, MODEL, MODEL YEAR, TRIM LINE AND MANUFACTURER'S BODY CODE ONLY AND DOES NOT LIST ANY OPTION, IT SHALL MEAN THAT THE BIDDER IS ONLY PROVIDING MANUFACTURER'S STANDARD VEHICLE OFFERED UNDER THAT MAKE, MODEL, MODEL YEAR, TRIM LINE AND MANUFACTURER'S BODY CODE. IF THE BIDDER IS REQUIRED TO PROVIDE AN OPTIONAL AUTOMATIC TRANSMISSION, FOR EXAMPLE, TO BE RESPONSIVE BIDDER AND THE BIDDER DOES NOT LIST "AUTOMATIC TRANSMISSION" IN THE "OPTIONAL PACKAGE/OPTION BID" SPACES PROVIDED ON THE PRICE LINE, THE BID PROPOSAL SHALL BE DETERMINED NON-RESPONSIVE AND HENCE REJECTED. IT IS IMPORTANT THAT THE BIDDER LIST MAKE, MODEL, MODEL YEAR, TRIM LINE, MANUFACTURER'S BODY CODE AND ALL OPTIONS BID COMPLETELY AND ACCURATELY. NO EXCEPTION SHALL BE PERMITTED TO THIS REQUIREMENT.

10.13 IF THE BIDDER TAKES ANY DEVIATION OR PROVIDES ANY SUBSTITUTIONS, THE BIDDER WILL MAKE MODIFICATIONS TO THE

DESCRIPTIVE LITERATURE INCLUDED WITH THE BID PROPOSAL AND LIST THOSE MODIFICATIONS IN THE CORRESPONDING SPACES OF THE BID PROPOSAL. FAILURE TO SUPPLY THE REQUIRED INFORMATION IN THE PRESCRIBED MANNER MAY DISQUALIFY THE BID PROPOSAL.

10.14 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 VEHICLE SPECIFIED. NO DEVIATIONS OR SUBSTITUTIONS WILL BE PERMITTED AFTER RECEIPT OF THE BID PROPOSAL.

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

10.16 PRE-ACCEPTANCE INSPECTION(S): THE ORDERING AGENCY RESERVES THE RIGHT TO INSPECT THE UNIT AT THE CONTRACTOR'S FACILITY OR REQUIRE THAT THE UNIT BE AVAILABLE FOR INSPECTION AT THE AGENCY SITE. 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).

10.16.1 THE FINAL INSPECTION AND ACCEPTANCE OF THE VEHICLE SHALL BE AT THE ORDERING AGENCY.

10.17 MANUALS: THE CONTRACTOR MUST SUPPLY ANY LINE SET SHEET FOR EACH VEHICLE. IN ADDITION TO THE LINE SET SHEET, THE CONTRACTOR IS TO PROVIDE VEHICLE OPERATION AND MAINTENANCE MANUALS AND ANY OTHER MANUALS THAT THE VEHICLE MANUFACTURER SUPPLIES AS STANDARD MANUALS.

10.18 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 ORDERING AGENCY. (SEE 13.5.10)

10.19 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 SHOULD BE UNDERSTOOD THAT SPECIFYING A BRAND NAME, COMPONENTS AND/OR EQUIPMENT IN THIS SPECIFICATION SHALL NOT RELIEVE THE CONTRACTOR FROM ITS RESPONSIBILITY TO PRODUCE THE VEHICLE IN ACCORDANCE WITH THE PERFORMANCE WARRANTY AND CONTRACTUAL REQUIREMENTS.

10.20 GUARANTEE/WARRANTY: THE CONTRACTOR MUST GUARANTEE THAT THE VEHICLE 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.

MANUFACTURER'S STANDARD WARRANTY:

DODGE

BASIC: 3 YEARS/36,000 MILES
DRIVETRAIN: 3 YEARS/36,000 MILES
CORROSION: 5 YEARS/100,000 MILES
ROADSIDE ASSISTANCE: 3 YEARS/36,000 MILES

FORD

BASIC: 3 YEARS/36,000 MILES
DRIVETRAIN: 3 YEARS/36,000 MILES
CORROSION: 5 YEARS/UNLIMITED MILES
ROADSIDE ASSISTANCE: 3 YEARS/36,000 MILES

CHEVROLET

BASIC: 3 YEARS/36,000 MILES
DRIVETRAIN: 3 YEARS/36,000 MILES
CORROSION: 6 YEARS/100,000 MILES
ROADSIDE ASSISTANCE: 3 YEARS/36,000 MILES

10.21 FINISH: THE ORDERING AGENCY WILL SPECIFY MANUFACTURER'S STANDARD ONE-TONE COLOR AT THE TIME OF ORDERING.

10.22 THE BIDDER IS REQUIRED TO HAVE, AND MAINTAIN THROUGHOUT THE CONTRACT TERM AND ANY EXTENSIONS(S) THEREOF, A SERVICE LOCATION RESPONSIBLE FOR DELIVERY, INSPECTION(S) AND SERVICING OF THE CONTRACT VEHICLES WITHIN A REASONABLE DISTANCE FROM TRENTON, NEW JERSEY, DEEMED REASONABLE BY THE STATE. BIDDERS MAY USE SUBCONTRACTOR'S LOCATION TO SATISFY THIS REQUIREMENT, PROVIDED SUCH DISCLOSURE IS MADE IN THE BID PROPOSAL. AS STATED IN 10.10, ANY USE OF SUBCONTRACTOR(S) SHALL NOT RELIEVE THE CONTRACTOR FROM ITS OBLIGATIONS UNDER THE CONTRACT ESTABLISHED AS A RESULT OF THIS RFP.

10.22.1 THE STATE RESERVES THE RIGHT TO INSPECT THE BIDDER'S AND/OR SUBCONTRACTOR(S)' FACILITY. THIS PROVISION APPLIES DURING THE EVALUATION PERIOD AND DURING THE CONTRACT TERM AND ANY EXTENSION(S) THEREOF.

10.23 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.

11.0 VEHICLE SPECIFICATIONS, PART I - COMMON SPECIFICATIONS

11.1 ALL VEHICLES COVERED UNDER THIS RFP ARE SPECIFIED IN TWO PARTS. PART I ADDRESSES COMMON TECHNICAL SPECIFICATIONS, COMMON TO ALL VEHICLES, AND PART II VEHICLE SPECIFIC TECHNICAL REQUIREMENTS AS SPECIFIED IN EACH OF A TOTAL EIGHT GROUPS. FOR EXAMPLE, SUV, SMALL, 4-DOOR, 2WD (PRICE LINE 1) IS SPECIFIED IN TWO PARTS: PART I SPECIFICATIONS ARE LISTED IN THIS ITEM (11.0 VEHICLE SPECIFICATIONS, PART I - COMMON SPECIFICATIONS), AND PART II SPECIFICATIONS (VEHICLE SPECIFIC TECHNICAL REQUIREMENTS) IN

SECTION 1 OF ITEM 12 (12.1.1).

11.2 UNLESS SPECIFIED OTHERWISE IN THE CORRESPONDING SECTION OF ITEM 12 OF THIS RFP, EACH VEHICLE BID SHALL MEET OR EXCEED THE SPECIFICATIONS LISTED IN THIS ITEM (COMMON SPECIFICATIONS, VEHICLE SPECIFICATIONS - PART I, 11.0)

11.3 I M P O R T A N T N O T E: EACH VEHICLE SHALL BE COMPLETELY ASSEMBLED, SERVICED AND READY FOR USE WHEN DELIVERED TO THE 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 VEHICLE 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.

11.3.1 I M P O R T A N T N O T E: IT IS IMPERATIVE THAT A BIDDER FURNISH ANY ITEMS (PARTS, COMPONENTS, EQUIPMENT, FEATURES, CONTROLS, MATERIALS, PERFORMANCES, CAPACITIES, RATINGS, DESIGNS AND/OR ACCESSORIES) CONSIDERED MANUFACTURER'S STANDARD AND/OR INCLUDED IN MANUFACTURER'S STANDARD OR BASE VEHICLE COVERED UNDER MANUFACTURER'S BODY CODE, MAKE, MODEL AND TRIM LINE NOTED ON THE PRICE LINE BID, WHETHER EXPLICITLY SPECIFIED HEREIN OR NOT AND EVEN IF THE ITEMS CAN BE DELETED USING MANUFACTURER'S DELETE OPTION. UNLESS SPECIFIED OTHERWISE, BIDDERS SHALL NOT DELETE MANUFACTURER'S STANDARD ITEM USING MANUFACTURER'S DELETE OPTION OR ANY AFTERMARKET OPTION. A CD PLAYER INCLUDED IN MANUFACTURER'S STANDARD VEHICLE, FOR EXAMPLE, SHALL NOT BE DELETED EVEN THOUGH A CD PLAYER IS NOT SPECIFIED IN THIS RFP AND EVEN IF MANUFACTURER'S CD PLAYER DELETE OPTION IS AVAILABLE FOR CREDIT. NO EXCEPTION SHALL BE PERMITTED TO THIS REQUIREMENT.

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

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

11.6 PRICE(S) BID SHALL INCLUDE ALL TRANSPORTATION CHARGES TO THE DELIVERY POINTS FOR THE ORDERING AGENCY.

11.7 VEHICLES PROVIDED SHALL BE CHEVROLET, GMC, FORD, DODGE OR APPROVED EQUAL MAKE STANDARD VEHICLES WITH THE NECESSARY UPGRADES AND/OR ACCESSORIES. ALL ACCESSORIES SHALL BE SUPPLIED AND INSTALLED BY THE MANUFACTURER. DEALER INSTALLATION IS PERMITTED, IF FACTORY INSTALLATION IS NOT AVAILABLE. DEALER INSTALLATION SHALL BE IN ACCORDANCE WITH THE PRACTICES RECOMMENDED BY THE MANUFACTURER AND SHALL NOT ADVERSELY AFFECT MANUFACTURER'S WARRANTY.

11.8 AIR CONDITIONING:

MANUFACTURER'S STANDARD OR OPTIONAL AIR CONDITIONING SHALL BE PROVIDED.

11.9 TRANSMISSION:

MANUFACTURER'S STANDARD OR OPTIONAL AUTOMATIC TRANSMISSION SHALL BE PROVIDED.

12.0 VEHICLE SPECIFICATIONS, PART II - SPECIFIC REQUIREMENTS

12.1 SECTION 1: SUV, SMALL, 4-DOOR, 2WD

12.1 SECTION 1: SUV, SMALL, 4-DOOR, 2WD (PRICE LINE: 1)

12.1.1 SUV, SMALL, 4-DOOR, 2WD:

12.1.1.1 GVWR: 4,000 LB. WHEELBASE: 103"

12.1.1.2 ENGINE: GAS - SIX (6) CYLINDER, 3.0 LITER.

12.1.1.3 FUEL TANK: 16 GALLON CAPACITY.

12.1.1.4 PASSENGER: 5/6

12.1.1.5 CARGO VOLUME, WITH REAR SEAT UP: 31 CU. FT.

12.1.1.6 (COMMON SPECIFICATIONS - 11.0)

12.1.1.7 MANUFACTURER'S OPTIONS (PRICE LINE: 2)

*****SECTION 1 ENDED*****

12.2 SECTION 2: SUV, SMALL, 4-DOOR, 4WD

12.2 SECTION 2: SUV, SMALL, 4-DOOR, 4WD (PRICE LINE: 3)

12.2.1 SUV, SMALL, 4-DOOR, 4WD:

12.2.1.1 GVWR: 4,000 LB. WHEELBASE: 103"

12.2.1.2 ENGINE: GAS - SIX (6) CYLINDER, 3.0 LITER.

12.2.1.3 FUEL TANK: 16 GALLON CAPACITY.

12.2.1.4 PASSENGER: 5/6

12.2.1.5 CARGO VOLUME, WITH REAR SEAT UP: 31 CU. FT.

12.2.1.6 (COMMON SPECIFICATIONS - 11.0)

12.2.1.7 MANUFACTURER'S OPTIONS (PRICE LINE: 4)

*****SECTION 2 ENDED*****

12.3 SECTION 3: SUV, MID-SIZE, 4-DOOR, 2WD

12.3 SECTION 3: SUV, MID-SIZE, 4-DOOR, 2WD (PRICE LINE: 5)

12.3.1 SUV, MID-SIZE, 4-DOOR, 2WD:

12.3.1.1 GVWR: 5,500 LB. WHEELBASE: 109"

12.3.1.2 ENGINE: GAS - SIX (6) CYLINDER, 3.7 LITER.

12.3.1.3 FUEL TANK: 20 GALLON CAPACITY.

12.3.1.4 PASSENGER: 5

12.3.1.5 CARGO VOLUME, BEHIND FRONT SEATS: 70 CU. FT.

12.3.1.6 (COMMON SPECIFICATIONS - 11.0)

12.3.1.7 MANUFACTURER'S OPTIONS (PRICE LINE: 6)

*****SECTION 3 ENDED*****

12.4 SECTION 4: SUV, MID-SIZE, 4-DOOR, 4WD

12.4 SECTION 4: SUV, MID-SIZE, 4-DOOR, 4WD (PRICE LINE: 7)

12.4.1 SUV, MID-SIZE, 4-DOOR, 4WD:

12.4.1.1 GVWR: 5,700 LB. WHEELBASE: 109"

12.4.1.2 ENGINE: GAS - SIX (6) CYLINDER, 3.7 LITER.

12.4.1.3 FUEL TANK: 20 GALLON CAPACITY.

12.4.1.4 PASSENGER: 5

12.4.1.5 CARGO VOLUME, BEHIND FRONT SEATS: 70 CU. FT.

12.4.1.6 (COMMON SPECIFICATIONS - 11.0)

12.4.1.7 MANUFACTURER'S OPTIONS (PRICE LINE: 8)

*****SECTION 4 ENDED*****

12.5 SECTION 5: SUV, FULL-SIZE, 1/2 TON, 4-DOOR, 2WD

12.5 SECTION 5: SUV, FULL-SIZE, 1/2 TON, 4-DOOR, 2WD (PRICE LINE: 9)

12.5.1 SUV, FULL-SIZE, 1/2 TON, 4-DOOR, 2WD:

12.5.1.1 GVWR: 6,000 LB. WHEELBASE: 116"

12.5.1.2 ENGINE: GAS - EIGHT (8) CYLINDER, 4.6 LITER.

12.5.1.3 FUEL TANK: 25 GALLON CAPACITY.

12.5.1.4 PASSENGER: 5/6

12.5.1.5 CARGO VOLUME, WITH REAR SEAT UP: 51 CU. FT.

12.5.1.6 (COMMON SPECIFICATIONS - 11.0)

12.5.1.7 MANUFACTURER'S OPTIONS (PRICE LINE: 10)

*****SECTION 5 ENDED*****

12.6 SECTION 6: SUV, FULL-SIZE, 1/2 TON, 4-DOOR, 4WD

12.6 SECTION 6: SUV, FULL-SIZE, 1/2 TON, 4-DOOR, 4WD (PRICE LINE: 11)

12.6.1 SUV, FULL-SIZE, 1/2 TON, 4-DOOR, 4WD:

12.6.1.1 GVWR: 6,300 LB. WHEELBASE: 116"

12.6.1.2 ENGINE: GAS - EIGHT (8) CYLINDER, 4.6 LITER.

12.6.1.3 FUEL TANK: 25 GALLON CAPACITY.

12.6.1.4 PASSENGER: 5/6

12.6.1.5 CARGO VOLUME, WITH REAR SEAT UP: 51 CU. FT.

12.6.1.6 (COMMON SPECIFICATIONS - 11.0)

12.6.1.7 MANUFACTURER'S OPTIONS (PRICE LINE: 12)

*****SECTION 6 ENDED*****

12.7 SECTION 7: SUV, FULL-SIZE, 3/4 TON, 4-DOOR, 2WD

12.7 SECTION 7: SUV, FULL-SIZE, 3/4 TON, 4-DOOR, 2WD (PRICE LINE: 13)

12.7.1 SUV, FULL-SIZE, 3/4 TON, 4-DOOR, 2WD:

12.7.1.1 GVWR: 8,600 WHEELBASE: 130"

12.7.1.2 ENGINE: GAS - EIGHT (8) CYLINDER, 6.0 LITER.

12.7.1.3 FUEL TANK: 37 GALLON CAPACITY.

12.7.1.4 PASSENGER: 5/6

12.7.1.5 CARGO VOLUME, BEHIND FRONT SEATS: 131 CU. FT.

12.7.1.6 (COMMON SPECIFICATIONS - 11.0)

12.7.1.7 MANUFACTURER'S OPTIONS (PRICE LINE: 14)

*****SECTION 7 ENDED*****

12.8 SECTION 8: SUV, FULL-SIZE, 3/4 TON, 4-DOOR, 4WD

12.8 SECTION 8: SUV, FULL-SIZE, 3/4 TON, 4-DOOR, 4WD (PRICE LINE: 15)

12.8.1 SUV, FULL-SIZE, 3/4 TON, 4-DOOR, 4WD:

12.8.1.1 GVWR: 8,600 WHEELBASE: 130"

12.8.1.2 ENGINE: GAS - EIGHT (8) CYLINDER, 5.4 LITER.

- 12.8.1.3 FUEL TANK: 37 GALLON CAPACITY.
- 12.8.1.4 PASSENGER: 5/6
- 12.8.1.5 CARGO VOLUME, BEHIND FRONT SEATS: 138 CU. FT.
- 12.8.1.6 (COMMON SPECIFICATIONS - 11.0)
- 12.8.1.7 MANUFACTURER'S OPTIONS (PRICE LINE: 16)

*****SECTION 8 ENDED*****

13.0 SPECIAL CONTRACTUAL TERMS & CONDITIONS

13.0.1 NOTE: IN THE EVENT OF A MANUFACTURER'S PRICE DECREASE AND/OR MODEL REBATE DURING THE CONTRACT PERIOD, THE STATE 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 STATE 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 VEHICLES:

13.1.1 I M P O R T A N T N O T E: THIS TERM CONTRACT PERMITS USERS TO ORDER THE CONTRACT VEHICLE WITH MANUFACTURERS' PUBLISHED OPTIONS OFFERED BY THE CONTRACTOR. IN ACCORDANCE WITH 9.4.1, ONLY MANUFACTURER'S PUBLISHED OPTIONS OFFERED FOR THE TRIM LINE AND MANUFACTURER'S BODY CODE OF THE VEHICLE BID ARE PERMITTED. NO EXCEPTION SHALL BE PERMITTED.

13.1.1.1 CONTRACTOR SHALL NOT SUBSTITUTE ANY ITEM (PART, COMPONENT, EQUIPMENT, FEATURE, ACCESSORY, MATERIAL, PERFORMANCE, CAPACITY, RATING, DESIGN OR CONTROL), WHICH IS A PART OF THE CONTRACT VEHICLE, WITHOUT WRITTEN AUTHORIZATION TO DO SO FROM THE BUYER NOTED ON THE COVER SHEET OF THIS RFP. (USERS SHOULD REVIEW THE CONTRACT LINE DESCRIPTION FOR COMPLETE VEHICLE INFORMATION ON THE PRICE SHEET OF THE NOTICE OF AWARD.)

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

13.1.3 NO DEALER'S ACCESSORIES OR OPTIONS SUCH AS EXTENDED WARRANTIES AND VEHICLE TREATMENTS (RUSTPROOFING, UNDERCOATING, ETC.) OR ANY OTHER PURCHASES, WHICH ARE NOT SPECIFIED IN THIS RFP, SHALL BE OFFERED.

13.1.4 TRADE-INS ARE NOT PERMITTED UNDER THE TERM CONTRACT ESTABLISHED AS A RESULT OF THIS RFP.

13.1.5 LEASING OF VEHICLES IS NOT PERMITTED UNDER THE TERM CONTRACT RESULTING FROM THIS RFP.

13.1.6 I M P O R T A N T N O T E: AN OFFER TO SELL NON-CONTRACT VEHICLE AGAINST TWO OR MORE PURCHASE ORDERS, ONE FOR THE CONTRACT VEHICLE AND ONE OR MORE FOR NON-CONTRACT OPTIONS, CONSTITUTES A SERIOUS VIOLATION OF THE CONTRACT AND SHALL BE THE BASIS FOR TERMINATION OF THE CONTRACT AND DEBARMENT OR SUSPENSION OF THE CONTRACTOR FROM CONTRACTING WITH THE STATE OF NEW JERSEY PURSUANT TO N.J.A.C. 17:12-6 ET SEQ. AND MAY DISQUALIFY THE CONTRACTOR FROM AWARD OF FUTURE STATE CONTRACTS.

13.1.7 SALES LITERATURE, COLOR CHARTS, AND FLEET ORDER/OPERATING MANUALS SHALL BE MADE AVAILABLE TO AGENCIES AND NJ STATE INSPECTORS ON AN "AS REQUESTED" BASIS.

13.1.8 IT IS UNDERSTOOD THAT THE ORDERING AGENCY NEEDS A FLEET IDENTIFICATION NUMBER ASSIGNED BY THE VEHICLE MANUFACTURER PRIOR TO ACCEPTANCE OF THE PURCHASE ORDER BY THE CONTRACTOR. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO HELP THE AGENCY IN SECURING SUCH FLEET IDENTIFICATION NUMBER FROM THE VEHICLE MANUFACTURER.

13.1.9 THE STATE RESERVES THE RIGHT TO COMMUNICATE WITH THE CONTRACTOR AND REQUEST ANY INFORMATION REGARDING CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT, AND REQUIRE ACKNOWLEDGEMENT OF SUCH COMMUNICATION FROM THE CONTRACTOR DURING THE TERM OF THE CONTRACT AND ANY EXTENSION(S) THEREOF. FAILURE TO ACKNOWLEDGE WITHIN 24 HOURS AND PROVIDE THE REQUIRED INFORMATION CONSTITUTES A CONTRACT VIOLATION.

13.2 NO PERFORMANCE SECURITY IS REQUIRED FOR THE CONTRACT AWARDED AS A RESULT OF THIS RFP. (SEE 13.13)

13.3 CONFIRMATION OF ORDERS:

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

13.3.1.1 FOR STATE AGENCY:

NJ TREASURY TRANSPORTATION SERVICES
CENTRAL MOTOR POOL (CMP), PO BOX 233
605 SOUTH BROAD ST., TRENTON, N.J. 08625
ATTN: JACKIE MORGAN
PHONE NUMBER: 609-984-0087
FAX NUMBER: 609-292-1384
E MAIL: JACKIE.MORGAN@TREAS.STATE.NJ.US

13.3.1.2 FOR NON-STATE AGENCY:

FOR NON-STATE AGENCY, THE WRITTEN CONFIRMATION MUST BE PROVIDED TO THE ORDERING AGENCY.

13.3.2 CONTRACTORS WILL BE RESPONSIBLE FOR MAINTAINING A SUPPLY OF COPIES OF "FORM A", "FORM B" (SEE 13.11) AND "FORM C" (SEE 13.12), FOR USE THROUGHOUT THE CONTRACT PERIOD.

13.3.3 RESERVED.

13.3.4 WRITTEN CONFIRMATION OF PURCHASE ORDER RECEIPT AND FACTORY ORDER ENTRY MUST BE PROVIDED TO THE ORDERING AGENCY.

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

13.3.6 A CONTRACTOR SHALL NOT ACCEPT ANY PURCHASE ORDER ON "WILL TRY" BASIS, UNLESS INSTRUCTED OTHERWISE BY THE ORDERING 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 ORDERING AGENCY IN WRITING. NO EXCEPTION SHALL BE PERMITTED.

13.4 INSPECTION OF VEHICLES:

13.4.1 IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAKE THE FOLLOWING ARRANGEMENTS FOR THE ORDERING AGENCY INSPECTION OF EACH VEHICLE PRIOR TO THE ACCEPTANCE OF THE VEHICLE BY THE ORDERING AGENCY. PRIOR TO PRESENTATION FOR INSPECTION, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PRE-INSPECT EACH VEHICLE. THE VEHICLE MUST CONFORM TO THE MANUFACTURER'S "NEW CAR PREP" PROCEDURES. THE CONTRACTOR WILL BE REQUIRED TO SUBMIT A COPY OF THE "NEW CAR PREP" PROCEDURES UPON DELIVERY OF A VEHICLE. EACH VEHICLE PRESENTED FOR INSPECTION SHALL BE ACCOMPANIED BY AN INSPECTION PACKAGE INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING: PURCHASE ORDER, LINE SET SHEET (WHEN AVAILABLE), PRE-DELIVERY INSPECTION (PDI), AND DEALER'S PRE-INSPECTION PREP CHECKLIST. THE CHECKLIST WILL LIST THE RESPONSIBLE PREP MECHANIC AND ACKNOWLEDGE THAT THE VEHICLE CONFORMS TO PRE-DELIVERY SPECIFICATIONS AND THAT ALL ADDED EQUIPMENT AND ACCESSORIES HAVE BEEN INSTALLED.

13.4.2 FOR INSPECTION AT THE CONTRACTOR'S FACILITY, THE FOLLOWING CONDITIONS WILL APPLY:

13.4.2.1 FOR VEHICLES WITH A "SHIP TO" ADDRESS OF NJ TREASURY TRANSPORTATION SERVICE, (RECEIVING UNIT), DISTRIBUTION CENTER, 1620 STUYVESANT AVENUE, WEST TRENTON, NJ, 08628:

13.4.2.1.1 THE CONTRACTOR SHALL NOTIFY THE QUALITY ASSURANCE INSPECTION UNIT, BY FAX AT (609) 530-3586, THAT THE VEHICLE IS READY FOR PRE-DELIVERY INSPECTION. THE FAX MUST LIST THE NUMBER OF VEHICLES PREPPED AND READY FOR INSPECTION.

13.4.2.1.2 SUBSEQUENT TO RECEIVING PROPER FAX NOTIFICATION, THE INSPECTOR FROM THE QUALITY ASSURANCE UNIT SHALL ARRIVE AT THE CONTRACTOR'S FACILITY WITHIN FIVE (5) WORKING DAYS. UPON ARRIVAL AT THE FACILITY, THE CONTRACTOR WILL ASSIGN A MECHANIC, A RUNNER AND A DELIVERY BAY TO THE QUALITY ASSURANCE INSPECTOR. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROPERLY ITEMIZE, ORGANIZE AND SEGREGATE ALL VEHICLES INTENDED FOR ORDERS PERTAINING TO THE STATE OF NEW JERSEY. THE ABOVE AREAS OF RESPONSIBILITY MUST BE ACCOMPLISHED IN ORDER TO FACILITATE AN EXPEDITIOUS AND ORDERLY INSPECTION FLOW. THIS WILL ALSO ALLOW DISCREPANCIES TO BE CORRECTED WHILE THE INSPECTOR IS LOCATED AT THE CONTRACTOR'S FACILITY. AFTER THE QUALITY ASSURANCE UNIT INSPECTOR HAS PROPERLY ACCOMPLISHED THE INSPECTION AT THE CONTRACTOR'S FACILITY WITHIN FIVE (5) WORKING DAYS OF NOTIFICATION, THE STATE OF NEW JERSEY WILL NOT BE LIABLE FOR ANY ADDITIONAL COST INCURRED BY THE CONTRACTOR.

13.4.3 NON-STATE AGENCIES AUTHORIZED TO PURCHASE UNDER THE CONTRACT RESULTING FROM THIS RFP WILL PROVIDE CONTACT INFORMATION FOR INSPECTION. INSPECTION SHALL BE MADE WITHIN FIVE (5) WORKING DAYS AFTER NOTIFICATION BY CONTRACTOR. ALL VEHICLES MUST BE DELIVERED TO EACH ORDERING AGENCY'S DESIGNATED DESTINATION AT NO ADDITIONAL COST.

13.4.4 MAJOR REASONS FOR REJECTION OF VEHICLES 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 OIL LEAK.
- 13.4.4.6 TRANSMISSION OIL LEAK, FOR EXAMPLE, AT TRANSMISSION COOLER LINES OR SEALS.
- 13.4.4.7 LEAKAGE AT REAR.
- 13.4.4.8 LEAKING RADIATOR.
- 13.4.4.9 GASOLINE 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 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 ELECTRICAL SYSTEM MALFUNCTION.

13.4.5 INSPECTED VEHICLES WHICH DO NOT COMPLY WITH THESE REQUIREMENTS WILL BE REJECTED. REJECTED VEHICLES MUST BE REMOVED BY THE CONTRACTOR. ALL REJECTED ITEMS WILL BE CORRECTED AND THE CORRECTED VEHICLE WILL BE PRESENTED FOR REINSPECTION WITHIN TEN (10) WORKING DAYS.

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 RESERVED.

13.5.3 THE INSPECTED VEHICLE(S) WILL BE DELIVERED PROMPTLY, WITHIN FIVE (5) WORKING DAYS OF PASSING INSPECTION TO THE ORDERING 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, EXCEPT ON LEGAL HOLIDAYS:

13.5.4.1 STATE AGENCY: 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.

13.5.4.2 NON-STATE AGENCY: BETWEEN THE HOURS OF 8:30 AM AND 3:30 PM ON REGULAR AGENCY WORKING DAYS, UNLESS INSTRUCTED OTHERWISE BY THE ORDERING AGENCY, TO THE DELIVERY SITE PROVIDED BY THE ORDERING AGENCY.

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, WHICH 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 WORKING DAYS PER 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 ARRANGEMENTS SHALL BE MADE BY THE CONTRACTOR WITH THE ORDERING AGENCY FOR THE FINAL INSPECTION PRIOR TO DELIVERY. 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. IF A VEHICLE HAS BEEN REJECTED, THE CONTRACTOR WILL BE SO 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 ORDERING 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 ITS OPERATION WILL BE GIVEN BY THE CONTRACTOR AT THE TIME OF DELIVERY AND ACCEPTANCE TO THE AGENCY, IF SO DESIRED BY THE ORDERING AGENCY.

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 CONTRACTOR SHALL PRESENT A MANUFACTURER'S CERTIFICATE OR STATEMENT OF ORIGIN (MSO/CO) AT THE TIME OF DELIVERY. FOR STATE AGENCY VEHICLE, THE MSO WILL BE MADE OUT TO THE STATE OF NEW JERSEY. PURCHASE ORDER NUMBER AND ANY REQUISITION NUMBER MUST BE INDICATED ON THE UPPER LEFT HAND CORNER. FOR THE STATE AGENCY VEHICLE, THE CONTRACTOR WILL NOT FURNISH THE NEW JERSEY CERTIFICATE OF TITLE (CERTIFICATE OF OWNERSHIP). THE STATE WILL TITLE THE VEHICLE UPON RECEIPT OF THE MSO. FOR NON-STATE AGENCY VEHICLE, THE CONTRACTOR SHALL CONTACT THE ORDERING AGENCY FOR ANY INSTRUCTIONS.

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. 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 CONTRACTORS MUST COMPLY WITH THIS REQUIREMENT WITHOUT ANY ADDITIONAL COST OR DELAY. FAILURE TO COMPLY WITH THIS PROVISION WILL RESULT IN THE REJECTION OF THE BID PROPOSAL.

13.6.2 BIDDER ACCEPTS THE TERMS OF THIS PROVISION:

ALL CONTRACTORS CHECKED "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.

13.8 WARRANTY REQUIREMENTS:

13.8.1 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 AT CONTRACTOR'S OWN EXPENSE. EVENTS BEYOND CONTRACTOR'S CONTROL, SUCH AS LACK OF PARTS DUE TO STRIKES AND UNFORESEEN ACTS OF GOD SHALL CONSTITUTE VALID REASONS FOR DELAY IN MAKING NECESSARY REPAIRS. HOWEVER, THE STATE SHALL MAKE SUCH DETERMINATION.

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

13.9 PAYMENT:

13.9.1 INVOICES WILL BE PROCESSED FOR PAYMENT ONLY AFTER FINAL ACCEPTANCE OF THE VEHICLE(S) BY THE ORDERING AGENCY, AND THE DELIVERY TICKET HAS BEEN SIGNED OFF BY AN AUTHORIZED REPRESENTATIVE OF THE CENTRAL MOTOR POOL OR OTHER AUTHORIZED REPRESENTATIVE FOR VEHICLES PURCHASED BY NON-STATE AGENCY. 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 THE STATE RESERVES THE RIGHT TO ORDER VEHICLES THROUGH A LINE OF CREDIT. FOR THESE ORDERS, THE CONTRACTOR WILL RECEIVE A LETTER FROM THE DIRECTOR IN LIEU OF A PURCHASE ORDER. LINE OF CREDIT LETTERS MUST BE ACCEPTED BY THE CONTRACTOR ON THE SAME BASIS AS REGULAR PURCHASE ORDERS. ALL TERMS AND CONDITIONS THAT APPLY TO PURCHASE ORDERS WILL APPLY TO LINE OF CREDIT LETTERS. PAYMENT FOR BOTH PURCHASE ORDERS AND LINE OF CREDIT LETTERS WILL BE PROCESSED IN ACCORDANCE WITH 4.5 AND 4.6 OF THIS RFP'S STANDARD TERMS AND CONDITIONS.

13.10 CONTRACT PERIOD/ EXTENSION/ TERMINATION OF CONTRACT:

13.10.1 THE TERM OF THE CONTRACT WILL BE FOR THE PERIOD SHOWN ON THE FRONT PAGE OF THIS RFP. HOWEVER, THE CONTRACTOR MAY NOT ACCEPT OR PROCESS AN ORDER UNDER THIS TERM CONTRACT AFTER THE MANUFACTURER'S CUT-OFF DATE. NO VEHICLES, WHATSOEVER, CAN BE SOLD AFTER THE CONTRACT EXPIRATION DATE.

13.10.2 THE STATE RESERVES THE RIGHT TO TERMINATE ANY CONTRACT IN ACCORDANCE WITH SECTION 3.5 OF THIS RFP'S STANDARD TERMS AND

CONDITIONS.

13.10.3 IN ACCORDANCE WITH 3.2 OF THIS RFP'S STANDARD TERMS AND CONDITIONS, WITH MUTUAL AGREEMENT OF THE CONTRACTOR AND THE STATE, THE CONTRACT MAY BE EXTENDED FOR A MAXIMUM PERIOD OF ONE YEAR FOR A GIVEN EXTENSION, IF DEEMED IN THE BEST INTEREST OF THE STATE. NO CONTRACT SHALL BE EXTENDED WITHOUT THE CONTRACTOR'S WRITTEN PROPOSAL TO DO SO. A CONTRACTOR IS ADVISED TO PROVIDE ALL NECESSARY DOCUMENTS WITH ITS PROPOSAL TO EXTEND THE CONTRACT. PRIOR TO ANY CONTRACT EXTENSION, A COMPLETE AND IN-DEPTH EVALUATION OF THE CONTRACTOR'S PROPOSAL FOR CONTRACT EXTENSION SHALL BE CARRIED OUT. THE STATE RESERVES THE RIGHT TO REQUEST ANY INFORMATION ON PRICE CONCESSIONS, PRICE REDUCTIONS, REBATES, MONETARY BENEFITS OR PROMOTIONAL PROGRAMS OFFERED BY THE MANUFACTURER TO SECURE ANY CONTRACT EXTENSION, AND VERIFY THE INFORMATION PROVIDED BY THE CONTRACTOR WITH THE MANUFACTURER OR ANY THIRD PARTY.

13.11 MANUFACTURER'S CUT-OFF DATE:

13.11.1 THE CONTRACTOR(S) SHALL NOTIFY THE STATE OF THE MANUFACTURER'S ORDER CUT-OFF DATE AS SOON AS THAT DATE IS MADE AVAILABLE TO THE CONTRACTOR. NOTIFICATION MUST BE MADE ON "FORM B" (BLANK FORM B - "CUT-OFF DATE NOTIFICATION" - IS ATTACHED) AND FAXED TO FLEET ENGINEERING UNIT AT 609-292-5396 (ALTERNATE FAX: 609-292-0490). CUT-OFF DATE NOTIFICATION MUST INCLUDE CONTRACT NUMBER, LINE NUMBER, ANY SECTION NUMBER, VEHICLE DESCRIPTION, PUBLISHED CUT-OFF DATE AND MANUFACTURER'S PUBLICATION OR WRITTEN CONFIRMATION. NOTE: MANUFACTURER'S PUBLICATION OR CONFIRMATION ALONE IS NOT ACCEPTABLE. IF A BIDDER IS NOTIFIED OF THE MANUFACTURER'S CUT-OFF DATE AFTER THE BIDDER HAS SUBMITTED THE BID PROPOSAL, THE BIDDER IS OBLIGATED TO IMMEDIATELY NOTIFY THE BUYER IN WRITING.

13.11.2 NOTE: FAILURE TO FAX THE REQUIRED NOTIFICATION ON TIME AND IN A MANNER PRESCRIBED ON "FORM B" MAY BE CONSIDERED A VIOLATION OF THE CONTRACT TERMS AND CONDITIONS RESULTING IN TERMINATION OF CONTRACT FOR CAUSE (SEE 3.5B, PAGE: 4).

13.11.3 ALL ORDERS PLACED BY THE END OF THE MANUFACTURER'S PUBLISHED CUT-OFF DATE MUST BE ACCEPTED BY THE CONTRACTOR. THESE ORDERS MAY BE HAND DELIVERED OR FAXED BY THE ORDERING AGENCY. THE ORDERING AGENCY RESERVES THE RIGHT TO FAX ORDERS VIA "LETTERS OF INTENT" WITH PURCHASE ORDER TO FOLLOW.

13.11.4 IF A VEHICLE MANUFACTURER IS UNABLE TO BUILD A VEHICLE(S) FOR ORDER PLACED BY THE END OF THE MANUFACTURER'S PUBLISHED CUT-OFF DATE, THE CONTRACTOR MUST SO NOTIFY THE ORDERING AGENCY BY FAX IMMEDIATELY. AS A MINIMUM, THE NOTIFICATION SHALL INCLUDE THE FOLLOWING:

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.

13.11.4.4 VEHICLE MANUFACTURER'S NOTIFICATION TO THE CONTRACTOR

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, THE CONTRACTOR MUST PROVIDE, ON A CALENDAR QUARTER BASIS, TO THE ASSIGNED BUYER, A RECORD OF ALL PURCHASES MADE BY THE NON-STATE AGENCIES UNDER ITS CONTRACT. THIS INCLUDES PURCHASES MADE BY ALL QUASI AGENCIES AND POLITICAL SUB-DIVISIONS AS DEFINED IN 7.1.5.3 AND 7.1.5, RESPECTIVELY. I M P O R T A N T: THE CONTRACTOR NEED NOT INCLUDE ANY SALES TO THE STATE AGENCIES.

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

13.12.2.1 THE CONTRACTOR'S TOTAL SALES VOLUME UNDER ITS CONTRACT, SUBTOTALLED BY VEHICLE (CONTRACT LINE NUMBER).

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 IS A VIOLATION OF THE CONTRACT AND WILL BE A FACTOR IN FUTURE AWARD DECISIONS.

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

14.0 BID EVALUATION AND CONTRACT AWARD:

14.1 EVALUATION CRITERIA: THE FOLLOWING CRITERIA WILL BE USED, NOT IN ANY PARTICULAR ORDER, TO EVALUATE EACH BID.

14.1.1 COMPLIANCE WITH THIS RFP'S TECHNICAL SPECIFICATIONS.

14.1.2 COMPLIANCE WITH THIS RFP'S TERMS AND CONDITIONS.

14.1.3 PRICE INDEX FOR EACH GROUP OF VEHICLE AND ITS OPTIONS SPECIFIED. PRICE INDEX FOR EACH GROUP SHALL BE A SUM OF TOTAL AMOUNT ON BASE VEHICLE PRICE LINE (FIXED PRICE) AND $\{U \times TBP \times (1 - PC/100)\}$; WHERE U IS OPTIONS UTILIZATION FACTOR (FIXED VALUE OF 14% FOR ALL GROUPS OF VEHICLES), TBP IS TOTAL PRICE BID ON THE BASE VEHICLE PRICE LINE IN A GROUP (BASE VEHICLE UNIT PRICE BID MULTIPLIED BY THE SPECIFIED QUANTITY OF BASE VEHICLE), AND PC IS % DISCOUNT BID (% DISCOUNT OFF MSRP FOR MANUFACTURER'S PUBLISHED OPTIONS) ON MANUFACTURER'S OPTIONS PRICE LINE.

(NOTE: BASED UPON THE CONSUMPTION STATISTICS FROM THE LAST SIX YEARS AND THE INPUT PROVIDED BY THE STATE AGENCIES, QUASI-AGENCIES AND OTHER COOPERATIVE PURCHASING PARTICIPANTS IN VARIOUS MEETINGS AND IN THE MOTOR VEHICLE USER SURVEY PUBLISHED IN OCTOBER/NOVEMBER 2000, AN EDUCATED AND CALCULATED ASSUMPTION IS MADE THAT AN AVERAGE PURCHASER, IN AN AVERAGE PURCHASE, WILL BUY MANUFACTURER'S

OPTIONS WORTH 14% OF THE BASE VEHICLE PRICE. FOR EXAMPLE, A PURCHASE THAT INCLUDES BASE VEHICLE PRICE OF \$20,000 IS EXPECTED TO ALSO INCLUDE \$2,800 WORTH TOTAL MANUFACTURER'S OPTIONS.)

I.E., GROUP PRICE INDEX = (TOTAL AMOUNT BID ON BASE VEHICLE PRICE LINE IN A GROUP) + {U x TBP x (1 - PC/100)}.

FOR EXAMPLE, SECTION 1 VEHICLE AND ITS OPTIONS (PRICE LINES 1 AND 2) CONSTITUTE ONE GROUP, WHICH SHALL BE AWARDED SEPARATELY BASED UPON THEIR GROUP PRICE INDEX.

SECTION 1 (PRICE LINES 1 AND 2) GROUP PRICE INDEX =
(1 x UB1) + {0.14 x TBP1 x (1 - PC2/100)};
WHERE UB1 IS UNIT PRICE BID ON PRICE LINE 1,
0.14 IS OPTIONS UTILIZATION FACTOR (FIXED, 14%, FOR ALL GROUPS),
TBP1 IS TOTAL PRICE BID ON PRICE LINE 1 (1 x UB1), AND PC2 IS %
DISCOUNT BID (% DISCOUNT OFF MSRP FOR MANUFACTURER'S PUBLISHED
OPTIONS) ON PRICE LINE 2 (MANUFACTURER'S PUBLISHED OPTION PRICE
LINE FOR SECTION 1 GROUP).

FOR EXAMPLE, A BIDDER BIDS \$18,000 UNIT PRICE ON PRICE LINE 1, AND 10% DISCOUNT ON PRICE LINE 2. BIDDER'S PRICE INDEX FOR THE SECTION 1 GROUP SHALL BE

$(1 \times 18,000) + \{0.14 \times 1 \times 18,000 \times (1 - 10/100)\}$
= 18,000 + {0.14 x 18,000 x (1 - 0.10)}
= 18,000 + {0.14 x 18,000 x 0.90}
= 18,000 + 2,268
= 20,268

IN THE ABOVE EXAMPLE, IF THE BIDDER HAD OFFERED 12% DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICES FOR MANUFACTURER'S OPTIONS (PRICE LINE 2), ITS PRICE INDEX FOR SECTIONS 1 GROUP WOULD HAVE BEEN 20,217.60, AS FOLLOWS:

$(1 \times 18,000) + \{0.14 \times 1 \times 18,000 \times (1 - 12/100)\}$
= 18,000 + {0.14 x 18,000 x 0.88}
= 18,000 + {2,217.60}
= 20,217.60

14.1.4 PAST PERFORMANCE UNDER STATE OF NEW JERSEY CONTRACTS.

14.1.5 DELIVERY SCHEDULE BID IN RESPONSE TO COVER PAGE # 16.

14.1.6 I M P O R T A N T N O T E: THE STATE RESERVES THE RIGHT TO REQUEST ANY INFORMATION NECESSARY TO CARRY OUT THE BID EVALUATION, CONFIRM THAT THE BID PROPOSAL SUBMITTED IS COMPLETE AND ACCURATE AND/OR CLARIFY ANY AMBIGUITY IN THE BID PROPOSAL. BIDDERS SHALL PROVIDE THE REQUIRED INFORMATION WITHIN 24 HOURS OF NOTIFICATION OF SUCH REQUEST. FAILURE TO DO SO MAY NECESSITATE REJECTION OF THE BID PROPOSAL AS NON-RESPONSIVE.

14.2 CONTRACT AWARD:

14.2.1 A SINGLE AWARD FOR EACH GROUP OF VEHICLE AND ITS OPTIONS SHALL BE MADE WITH REASONABLE PROMPTNESS BY WRITTEN NOTICE TO THAT RESPONSIBLE BIDDER WHOSE BID, CONFORMING TO THIS RFP, WILL BE THE MOST ADVANTAGEOUS TO THE STATE, PRICE AND OTHER FACTORS CONSIDERED.

14.2.2 THE STATE RESERVES THE RIGHT TO CANCEL THIS RFP IF IT IS IN THE BEST INTEREST OF THE STATE TO DO SO.

15.0 THROUGH 18.0 RESERVED.

***** END OF BID SPECIFICATIONS *****

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:

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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.