



REQUEST FOR BID
RFP 2008-010B

ADDENDUM NO. 2

To: Prospective Bidders

From: John N. Tortelli
Cooperative Educational Services

Date: March 12, 2008

CES has received the following questions regarding RFP 2008-010B by telephone, fax, mail and/or e-mail. Please accept the following as responses to the questions submitted.

Submitted by: Glen Tillery, President
Tillery Chevrolet-GMC, Inc.
P.O. Box 609
Moriarty, NM 87035

Question 1:

Are we allowed to request price adjustments ONLY 30 days prior to the anniversary date of the contract, or can we request mid-year price increases whenever outside factors warrant but no later than 30 days prior to anniversary date? (i.e. Mid-year manufacturer price increase).

Background:

RFB 2008-010B, Section I: INSTRUCTIONS TO OFFERORS, E. LISTING OF GENERAL TERMS AND CONDITIONS: Item on Page 16.

Contract Type: Indefinite quantity with:

1. Fixed discount off retail or off published education/catalog price list; or
2. Fixed price with economic adjustment (Offeror must identify in writing in this RFP any contingencies prior to approval).

Note: A cost-plus-a-percentage-of-cost contract is prohibited. Request for a price adjustment must be submitted 30 days prior to the yearly anniversary date of the contract (first two years) and prior to the annual renewal date (remaining years). Justification for any adjustment shall be in writing, and be accompanied by appropriate documentation. Any escalation that exceeds the Consumer Price Index (CPI) per contract year may be rejected unless insuperable market forces can be fully documented.

Contract Changes: CES can make changes within the general scope of this contract by giving notice to the contractor, and subsequently confirming such changes in writing. If such changes affect the cost and/or the time required for performance of this service, an equitable adjustment in the price or delivery or both will be made. No change by the contractor will be recognized without written approval of CES. Any claim of contractor for any adjustment must be made in writing within 30 days from date of receipt by contractor of notification of such change, unless CES waives this condition. Nothing in this section will excuse contractor from proceeding with performance of the service as changed hereunder.

CES Response:

If outside factors change, i.e. the manufactures changes prices during the term of the contract period. Under the General Terms and Conditions, **Contract Changes**, the contractor will provide documentation for the change and CES will review and advise the contractor in writing within 30 day as whether the change is accepted or denied.

Question 2:

General Motors does not allow for the manufacturer's warranty start to be delayed 6 months from the time of delivery to the customer. Can we delete this requirement to extend the warranty start date beyond date of delivery?

Background:

RFB 2008-010B, SECTION II: SCOPE OF WORK & SPECIFICATIONS, Category 1 Cars, Trucks and Vans (New), Item S on page 36.

Warranties shall be the manufacturer's standard new vehicle warranty, for a minimum of 36 months and/or 36,000 miles, whichever comes first. All warranties shall begin when the vehicle is placed in service, which may be delayed by the ordering agency for up to six months. It shall be the responsibility of the ordering Member to notify the contractor when a vehicle is actually put in service.

CES Response:

Change the warranty start date to the date the member accepts the vehicle as outlined in item M on page 35.

"M. Prior to acceptance by the ordering agency, each vehicle shall be subject to a complete inspection. Inspection shall include, but not necessarily be limited to, conformity to the specifications, mechanical

integrity, quality or workmanship and materials, and appearance defects. If fewer than ten (10) vehicles are delivered at any one time, inspection shall be completed in ten (10) or fewer business days; if more than ten (10) vehicles are received, up to thirty (30) business days may be permitted for inspection. If any equipment is returned to the Contractor prior to acceptance, corrections shall be made within seven (7) calendar days. Upon delivery of a corrected vehicle, the normal inspection time will start fresh. All corrections shall be made without any inconvenience to the ordering Member.”

Question 3:

General Motors does not allow for the manufacturer’s warranty to be extended as a result of any of the occurrences listed. Can we delete this requirement?

Background:

RFB 2008-010B, SECTION II: SCOPE OF WORK & SPECIFICATIONS, Category 1 Cars, Trucks and Vans (New), Item W on page 36.

W. The term of a warranty is extended by any period of time during which repair services are not available to the Member because of any war, invasion, strike, fire, flood or other natural disaster.

CES Response:

CES understands that the manufacture and or manufactures representative does not have control over certain events. Our Member will still be in need of warranty parts and services if they are not affect by the events listed in item W. All the major vehicle manufactures have extensive dealer network that can provide warranty parts and service. CES will not waive the requirements for item W.

If you have any questions regarding this Addendum, please contact my office.

By dating, signing, and returning this page, the Offeror acknowledges receipt of Addendum No.1 (Please place behind Tab 1 of your response).

Date: _____ Company Name (Print): _____

Printed Name: _____ Signature: _____