



## INVITATION TO BID

**SOLICITATION TITLE:** Passenger Vehicles – MPA 563 / CR-82  
**SOLICITATION NUMBER:** 7597636  
**BID PROPOSAL INITIAL SUBMISSION:** December 12, 2018 at **10:30 AM**

**QUESTIONS** about this solicitation must be emailed and received by the Division of Purchases at [doa.purquestions3@purchasing.ri.gov](mailto:doa.purquestions3@purchasing.ri.gov) during the recruitment period in a Microsoft Word attachment with the corresponding solicitation number. Questions, if any, and responses will be posted on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov) as an addendum to this solicitation

**BID BOND REQUIRED:**  NO  
 YES

**PAYMENT AND PERFORMANCE BOND REQUIRED:**  NO  
 YES

See Electronic Solicitation Bidding Information.

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**RIVIP REGISTRATION:** Bidders must be registered vendors through the online Division of Purchases Rhode Island Vendor Information Program at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). To register or update information, click on “Vendor Center,” then “Vendor Information” from the dropdown menu on the left.

**BIDDER CERTIFICATION COVER FORM:** Bidders must download (obtainable at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)), complete, and submit a Bidder Certification Cover Form with each bid proposal.

**Solicitation Date:** Friday, November 16, 2018

**Solicitation Description:** Passenger Vehicles, SUV’s, Alternative fuel vehicles.

**Awarding Authority:** The State of Rhode Island Department of Administration  
Division of Purchases, 2<sup>nd</sup> Floor  
One Capitol Hill, Providence, RI 02908-5855

The State of Rhode Island through its, Department of Administration, Division of Purchases, is soliciting bid proposals to perform the work described in the specifications in accordance with this solicitation.

Bidders are invited to submit bid proposals to the Division of Purchases by the bid proposal submission deadline.

This solicitation contains, and is subject to the terms and conditions of, the Invitation to Bid, Instructions to Bidders, Bid Preparation Checklist (with applicable forms), Agreement, General Conditions, any Supplemental Conditions, Specifications and Plans, Bidder Certification Cover Form, and Bid Form. The solicitation is available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

The award of the contract pursuant to this solicitation will be made to the responsive and responsible bidder with the lowest bid price. *The Division of Purchases reserves the right to waive any technicalities in the bid proposals, accept or reject any bid proposal, award a contract in the best interest of the State, or revoke any solicitation.*

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## INVITATION TO BID

### Proposal Submission Bidding Information

Complete all attached documents and submit with bid proposal.

Electronic Based File is attached that includes an Excel Spreadsheet and Word Documents for submission of vendor quotes for this solicitation. No USB drives will be accepted.

#### **Submission instruction is as follows:**

Please submit a DISC copy of your quotes in the same excel format provided.

Submit pricing in excel on the Electronic Based Excel File and complete Word Documents.

Once Disc Based File is completed submit an electronic version in Excel on a disc. Also, submit a printed signed hard copy of your Excel spread sheets and Word Documents.

**To summarize:** Bidders submit a disc (CD) copy of quotes in Excel format plus a hard (paper) copy of Excel Request for Quote and copy of Word Documents.

### Solicitation Terms and Conditions

#### **RIVIP:**

It is the vendor's responsibility to check and download any and all addenda from the RIVIP. This offer may not be considered unless a signed RIVIP generated Bidder Certification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form should be attached to the front of the offer. Each bid proposal must be submitted in a separate sealed envelope with the bidder's name and address and the specific "Solicitation Number," "Solicitation Title," and the "Bid Proposal Submission Deadline" marked in the upper left-hand corner of the envelope.

The bid proposal must be delivered (via mail, messenger service, or personal delivery) to the Division of Purchases and date-stamped receipted by the date and time specified for the bid proposal submission deadline. Bidders should mail bid proposals sufficiently in advance of the bid proposal submission deadline to ensure timely delivery to the Division of Purchases or, when delivering a bid proposal in person or by messenger, should allow additional time for parking and clearance through security check points. Bid proposals must be addressed to:

Rhode Island Department of Administration

Division of Purchases, 2nd Floor

One Capitol Hill, Providence, RI 02908-5855



## INVITATION TO BID

Bid proposals that are not received by the Division of Purchases by the bid proposal submission deadline for whatever reason will be deemed late and will not be considered. The submission time will be determined by the time clock in the Division of Purchases. Postmarks will not be considered proof of timely submission.

Bid proposals in electronic format are not accepted at this time.

At the bid proposal submission deadline, bid proposals will be opened and read aloud in public.

### **DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:**

**No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.**

### **AWARD:**

The state, at its sole discretion, shall reserve the right to make one or multiple awards for this requirement and/or to reject any or all bids.

### **DELIVERY:**

Delivery of goods or services as requested by agency.

### **FISCAL YEAR:**

Awards extending beyond June 30th are subject to availability of funds. continuation of the contract beyond the initial fiscal year will be at the discretion of the state. termination may be effected by the state based upon determining factors such as unsatisfactory performance or the determination by the state to discontinue the goods/services, or to revise the scope and need for the type of goods/services; also management owner determinations that may preclude the need for goods/services.

### **VEHICLE/AUTO BID:**

The following additional terms and conditions apply to this invitation for bids: 1. all vehicles must be delivered without dealer's name or advertising of any type visible on the body. 2. each vehicle delivered to the state must be accompanied by a "certificate of origin" containing the manufacturer's vehicle identification number (vin), the number of engine cylinders and engine type, a general description of the body, and the model name or number. certificate of origin must be assigned to state of RI/fleet operations, one capitol hill, providence, RI 02908, unless the vehicle is being purchased by the Rhode Island state police. if so, certificate of origin must be assigned to Rhode Island state police, 311 Danielson Pike, North Scituate, RI 02857. 3. bids must be predicated on the basis of the bidder's full and unencumbered title to the vehicle(s) as of the date of delivery to the state. bids subject to lien or assignment at the time of delivery to the state, or which stipulate third party or joint payment, will be rejected. 4. title certificates must be provided at the time of delivery to the state. 5. where the firm submitting the bid is acting as an agent for another corporate entity, (specifically with respect to lease arrangements), the bid must identify the corporation who will be named in any subsequent award as the bidder of record. 6. unless otherwise indicated, all vehicles will be delivered to state fleet operations at One Capitol Hill, Providence, RI. the State of Rhode Island reserves the right to mandate the replacement of all vehicles in accordance with Rhode Island state lemon law 31-5.2-1 to 31-5.2-13. replacement equipment must be of like or superior specifications to the vehicle in question. costs associated with the removal of problematic equipment and delivery and installation of replacement equipment will be solely at the vendor's expense.



## **INVITATION TO BID**

### **VENDOR SPECIFICATIONS:**

All vendors must include specifications with bid proposal (even those bidding brand specified). failure to submit specifications with bid proposal may result in disqualification of bid. items in catalogs must be clearly marked and pages tabbed.

### **NO READ:**

Due to length of bid and time constraints, the state will only acknowledge receipt and read the names of vendors submitting proposals. no examination of documents or presentation of information contained in proposals will be made available at the bid opening; however, instructions to obtain the tabulation or summary of bid responses will be made available at the RI Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)

**Buyer Name: Gary P. Mosca, Title: Chief Buyer**

### **Introduction and Conditions**

The Rhode Island Department of Administration (“Department”), Division of Purchases (“Division”) seeks, on behalf of the Executive Branch agencies of the State of Rhode Island, along with potential participation at their own discretion from the Legislative and Judicial branches, quasi-public agencies, municipalities (cities, towns and school districts), seeks to retain multiple vendors to participate on a Master Price Agreement (MPA) for the purchase of *Passenger Vehicles* and Related Accessories to satisfy needs of all state agencies throughout the term of the agreement as described elsewhere herein, and in accordance with the terms of this request and the State’s General Conditions of Purchase, which may be obtained at the Rhode Island Division of Purchases’ homepage by Internet at <http://www.purchasing.ri.gov>.

All vehicles shall conform to the highest standards in the industry. The standard equipment shall conform in strength, quality of material and workmanship to what is usually provided by good engineering practice. No advantage shall be taken by the proposer, manufacturer or supplier in the omission of any part or detail to make the vehicle and equipment complete and ready for service, even though such part of the detail is not mentioned explicitly. The intent of this solicitation is to allow vendors to submit competitive pricing for heavy duty vehicles by end users on an as needed basis.

### **Number of Awards:**

The State intends to make multiple awards for n each category based on the RFQ Evaluation Criteria. Vehicle quantity amount is based on one (1), this is a target number only. The State, at its sole discretion, may also elect not to award any number of vehicles for any reason, to make single awards for each individual manufactured and vehicle model type and reserves the right to reject any or all bids, whatever servers in the States best interest. The State makes no guarantee of any purchase from any contract resulting from this bid.

### **Contract Period:**

For the purpose of the statewide contract, there shall be a Contract Period that shall be in effect from the date of award of the contract through a **five (5) year period, with options to renew for an additional two-year period** unless terminated, cancelled, by the Division. The State realizes that new model year introductions may not coincide with this contract period, and shall therefore allow for model year production time periods within the contract period as these changes in production occur.

This solicitation is being conducted under the State's Continuous Recruitment (CR) process. A Continuous Recruitment. Responses will be evaluated on the basis of the relative merits of the proposal; there will be no public opening and reading of responses received by the Division of Purchases pursuant to this Request, other than to name those offerors who have submitted proposals.

Bidders will be selected based upon their fulfillment of the minimum qualifications listed in this Continuous Recruitment (CR), any added value features, the completion of all Required Forms as listed in this CR that contracting with the Bidders will provide the "best value" to the State of Rhode Island.

**Proposals may be submitted from initial submission deadline (December 12, 2018 @ 10:30am) until October 31, 2020 at 10:00 am.**

The State of Rhode Island reserves the right to re-open the Continuous Recruitment (CR) during the term of the contract if it is determined to be in the best interest of the State. After the initial selection process under this CR, the State may allow bidders an opportunity to submit proposals at a time specified by the State during the contract term. Proposals (responses to the CR) will be reviewed and evaluated and additional vendors may be added to the pre-qualified list upon completion of the qualification and evaluation process outlined in this CR and selection by the State. Contracts awarded as a result of the reopening will run concurrently with other awarded contracts under CR-77 and will be subject to the same terms and conditions.

### **Definitions and Terms:**

The terms defined below are applicable to all sections and items contained within this solicitation.

1. "Accessories" shall mean additional products which are available to Buyers at an additional cost to the base vehicle price. Accessories shall not mean products or features which are standard and come included with the base or model vehicle.
2. "Base Model" shall mean the model vehicle with all standard products, equipment, accessories, and options. The Base Model only reflects the actual price for the vehicle with all standard options. The Base Model does not include the price for additional options and accessories which may be purchased separately.
3. "Bidder" shall mean the person or entity which is submitting a response to this Solicitation.
4. "Contract Price" shall mean the prices stated in the Bidder's Response to this solicitation, subject to the items and sections of this Solicitation.

5. “Equipment” shall mean additional products which are available to Buyers at an additional cost to the base vehicle price. Meaning products which may be attached or mounted onto the vehicles and trucks.
6. “Model Vehicle” shall mean the manufacturer’s model specification.
7. OEM “Options” shall mean additional products which are available to Buyers at an additional cost to the base vehicle price. Options are products that are specifically identified by the OEM (Original Equipment Manufacturers) and are ordered for the individual vehicle model by the customer. Options are customarily installed by the manufacturer at the factory. Options shall not mean products which come standard with each base or model vehicle.
8. Non-OEM “Options” shall mean additional products which are available to Buyers at an additional cost to the base vehicle price. Non-OEM Options are products that are not specifically identified by the OEM (Original Equipment Manufacturers) and are ordered for the individual vehicle model by the customer. Non-OEM Options are customarily not installed by the manufacturer. Non-OEM Options shall not mean products which do not come standard with each base or model vehicle.
9. “Not available due to manufacturer production” shall mean that the option, equipment, or accessory is not available because the manufacturer no longer offers the product or has ceased production of the product.
10. “Total Price” shall mean the total extended price for vehicle, delivered with options or equipment or as specified by user.
11. “Base Model Pricing” shall mean the submitted price for “base vehicle model” delivered, in accordance with all terms and conditions of this solicitation.
12. “Up-fitting” shall mean to customize (make/change something according to the buyer's or user's needs)

**Price:**

The price you are being asked to provide shall remain unchanged for the initial model year following the Effective Date. Subsequently vendors shall have the right to request a price adjustment for each vehicle model year as soon as pricing becomes available from the manufacturer.

The Vendor may submit a request in writing to the Division of Purchases for a price adjustment that is consistent with and relative to price changes originating with and compelled by manufacturer and/or market trends and which changes are outside of the Vendors control. Pricing must be based on a



manufacturer's percentage increase or decrease and the vendor cannot incorporate additional pricing over and above the manufacturer's increase.

The Vendor shall fully document its request, attaching to the request, without limitation, such manufacturer and market data, as support the requested adjustment. The Division may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part.

Any approved adjustment shall be final and shall remain unchanged until the next model year becomes available.

Vehicle pricing shall only be adjusted at the time of model year changes.

Vendor shall notify the Division of Purchases of any discontinued models within 30 days prior to the effective date of the discontinuance. Vendor may offer a replacement vehicle of equal or greater value at the same contract price. And if accepted, an addendum will be issued to add the product to the contract.

All changes to the model year vehicles offered by the vendor are requested to be submitted to the State Purchasing Buyer within 30 days of the start date of the change. Changes include pricing and specification changes from one model year to the next.

As new model year vehicles become available, vendor shall submit pricing at either the same rate as the previous model, or an increase or decrease based only on the manufacturer's percentage of increase or decrease. Documentation is asked to be submitted to State Purchasing within 30 days of the effective date of change. New model year vehicles cannot be offered without approval from the Division of Purchases.

If there is a model year change over the course of the contract period, the Contractor must send a written request for a change by letter or email to the Division of Purchases. This contract change request must identify all vehicle specification changes between the previously awarded model year and the proposed new model year. Upon receipt of the contract change request, The State reserves the right to review and may agree to cancel the awarded vehicle by issuance of an amendment to the contract. Awarded vehicle contract changes will become effective as set forth in a written amendment to the contract.

If during this contract period, there is a model year change by the (OEM) manufacturer or additional costs are incurred by the contractor from their 3rd party, the Contractor must send a written request for a change by letter or email to the State Buyer.

This request for a price increase or decrease must include a copy of the (OEM) manufacturer's official notice or other evidence that the increase or decrease is applicable to all customers.

A letter from the manufacturer indicating the percentage increase or decrease must accompany the request by the vendor. Vendors are to indicate what their percentage off MSRP for optional equipment and options is for each vehicle on the contract.

Upon receipt of the contract price change request, the State reserves the right to accept or reject proposal. The price change request, if agreeable to State, will become effective as set forth to the contract. If State does not accept the price change the awarded vehicle may be cancelled from the contract.

All upgrades or repairs required by the Manufacturer due to changes or recalls shall be incorporated at no cost to the customer.

Vendor is to notify the Division of Purchases before a price adjustment will occur, or as soon as possible upon notification from the manufacturer.

Pricing for vehicles shall include all discounts and deductions offered to the State.

All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.

Discount percentage for OEM and Non-OEM Options shall remain consistent for the life of the Contract, unless the State approves price changes in writing. The State reserves the right to negotiate lower discount percentage lower rates with vendor prior to issuance or award or any time during the awarded contract period.

Any request to decrease percentage discount will only be considered at the time of contract renewal or model new model year commencement. Vendor must submit current price list for the vehicle models in this RFQ and the related accessories and equipment percentage discount. Price quotes remain in effect for ninety (90) days or until accepted by the State and become fixed upon award of the contract for the initial term of the contract, unless a lower (sale) price or negotiated price is agreed upon.

Renewal options will allow for renegotiations of all contract pricing.

Bidders must comply with all the terms and conditions listed in this Solicitation for Bids. Bids which note exceptions to the Terms and Conditions will be considered conditional Bids and will be subject to rejection.

In limited circumstances, the Bidder may substitute a price for equipment, and/or accessory if the product is not available. The Bidder's use of "not available" shall be limited to circumstances in which the product is deemed "not available" due to the manufacturer ceasing production of the option/accessory/equipment or if the product is not available due to the model of the vehicle.

The Vendor(s) shall indicate if any accessory is not available due to manufacturer production. The Bidder(s) shall indicate that the accessory is not available due to the vehicle model.

The Vendor shall supply evidence, record, or notification that the product is not available due to manufacturer production or due to the vehicle model.

All substitution must be approved by user prior to vehicle order.

Vehicles bid as police cruisers must have successfully passed the Michigan State Police Trials for this model year.

Tires on all law enforcement vehicles must be certified by the tire manufacturer to be suitable for police work and police pursuit.

Prices quoted must include delivery of all items to the Agency as stated on the Purchase Order. No charges will be allowed for packing, crating, shipping, freight, delivery, etc.

Bidders are responsible for including in their bid all availability guarantees.

If a manufacture includes a cost for Free scheduled maintenance on fleet orders the bidding dealer must delete this feature and include credit in base price.

If a manufacture offers a communications system (i.e. OnStar, satellite radio) as standard equipment but requires a monthly subscription payment fee after initial trial period, dealer must delete this feature and include credit in base bid.

**General Terms and Conditions:**

This Bid is for specific manufacturer's type and model of equipment as listed and requested items are grouped by section. Manufacturer's model numbers, indicating police performance vehicles for each vehicle bid must be shown on the forms as required.

Options, as defined, will be offered to customers priced upon a discount to the quoted OEM or Non-OEM MSRP. The Winning Bidders must provide a OEM and Non-OEM MSRP list to customers and to State upon request.

Options/Accessories/Attachments on ordered vehicles shall include all standard items normally furnished by the manufacturer/dealer for the base model vehicle being purchased. Any additional (OEM or Non-OEM) equipment or accessories will be additional to the base model price.

At the present time, the State anticipates purchasing Vehicles, Equipment and Accessories. However, the State makes no guarantees that any commodities will be procured as a result of this solicitation. The State reserves the right to purchase vehicles with or without up-fitted equipment.

Bidders submitting pricing on model vehicles listed must meet the following criteria:

**Vendor Responsibility**

To provide State Agencies, Cities, Schools, Universities, Colleges and other Government entities within the State of Rhode Island a statewide contract from which to purchase Heavy Duty Vehicles and related accessories.

Vendors are expected to provide the most current model of vehicles, to be available for the entire model year of production.

All vehicles shall be new. No demonstration, used, rebuilt, or refurbished vehicles will be accepted.

Bidder must be an authorized manufacturer's representative/dealer. It is not required to bid all vehicle types, makes or models. Vendors may submit pricing for any/all manufactures authorized to distribute.

Bidders shall provide the product/body codes/equipment, MSRP pricing and Bid Price and other requested information in the Bid sheets.

### **Factory Vehicle Package Options, and Accessories**

Factory packages, options and accessories for vehicles on contract are available for a percent (%) discount off MSRP.

Bidders shall provide a list of any factory options/accessories/packages for the vehicles listed in the bid response for the current model year, their product/body codes and product description for each vehicle they are bidding on. Bidders shall also provide a percent (%) discount off MSRP for those products. It is highly desirable that Bidders offer a uniform discount percentage on all options.

The State may request MSRP Price sheets/catalogs for the OEM Factory packages, options and accessories at any time during the bid or life of contract.

This State reserves the right to speak directly with manufacturer/OEM representatives.

### **Up-fit and Aftermarket Add-ons**

Vehicle up-fitting will be arranged by Vendors for their specific award(s) ONLY. Vendors are responsible for vehicle up-fits required/desired by the Contract Users; which means providing the up-fit through their own shops, or a network of up-fitters. The State reserves the right to withdraw this provision at any time in its best interest.

Cost of up-fit is based on the cost of the parts. Bidders shall provide percent (%) discounts off MSRP for the listed "Parts OEMs" in the Bid sheet. Labor shall be included in this discounted price.

Bidders shall provide a list of distributors/ up-fitters they will use for this contract. Vendors shall notify the State as needed if the list requires updates.

### **Warranty-Equipment/Options/Accessories/Attachments:**

The Successful Vendor(s) agrees the products furnished under this contract shall be covered by all commercial warranties the contractor provides for such products, and rights and remedies provided herein are in addition to and do not limit any rights afforded to the State of Rhode Island by any other clause of this contract.

The Supplier warrants that at the time of delivery, all products purchased under this contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this contract.

All warranty work performed and parts/materials supplied shall meet original equipment manufacturer (OEM) warranty requirements.

Warranty work performed not meeting specifications or found to be defective, shall not be accepted. The supplier shall be required to make repairs or corrections at no additional cost to the agency.

Supplier shall furnish a copy of their warranty applicable for the product.

All product warranties shall start on the date of delivery and shall be for the full term of said warranty.

- Repairs made that are covered by a warranty shall not be paid for by the State Agency.
- The Supplier shall furnish all necessary supervision, labor, equipment, tools, parts, materials, and supplies needed for the warranty repair work.
- All persons utilized in the performance of this contract shall be employees of the supplier and be fully qualified to perform the warranty work required. Warranty work shall be performed by certified, trained or authorized service technicians.
- Vehicles that will remain in the supplier's possession overnight and for extended periods shall be stored in a safe and secure location for protection from theft and environmental dangers. The supplier shall be responsible for the proper care and custody of any State-owned equipment in the supplier's possession.

**Ordering:**

No minimum orders will be considered under this contract.

**Volume Discounts:**

User Agencies are encouraged to negotiate lower prices with Vendors especially in cases of large volume purchase of vehicles.

Any quantity amount the State determines to be a "large/volume purchase", the State reserves the right to perform mini bid solicitations from MPA vendors using the procurement method of choice including but not limited to reverse auctions. As the result of all mini bid pricing, if pricing has been extended, other eligible entities may purchase the same item at the new price for volume orders.

The User Agency can obtain their desired vehicle by soliciting quotes from Prequalified Vendor/Dealerships resulting from this Bid. All Vendors are automatically Prequalified Dealers for a Mini-Bid.

Individual purchases for vehicles under this contract will be obtained under the Mini-Bid process unless otherwise approved by the Division of Purchases or were vehicle is only available from a single awarded contractor.

End users will create quote requests and forward to vendors for completion and return. Creation of quotes should be based on vehicle requirements and specifications provided from the user agency.

Once final vehicle(s) is decided, including OEM factory options, and/or aftermarket/up-fit add-on/accessories, Users shall get a final detailed quote from Vendors using Final Vehicle Quote Form - all fields must be completed to be considered a completed quote.

Any aftermarket/up-fit add-on/accessory or part must have a SKU # or be described clearly enough so that it is easily searchable in relevant catalogs or websites. If the State requests catalog or reference to part and price, Contractor must provide that information within approximately 2 business days.

Delivery from Vendor to End User is FOB to any location in Rhode Island.

All Final Vehicle Quotes must be on the Final Vehicle Quotation Form. If multiple identical vehicles are ordered, a single quote form can be used. If there are multiple vehicles even with slight variations, a separate quote form must be used.

All vehicles and services must be ordered and delivered as soon as possible. Vendors must be able to meet stated delivery schedule times. Delivery/lead-time shall be expressed in number of weeks required to make delivery after receipt of a purchase order. Vendors are responsible for timely ordering of vehicle(s) and ensuring any other aftermarket/up-fit add-on/accessories ordering and installing relevant to delivering the finished product on time.

“DELIVERED” as required by the State including all charges and any/all standard features specified within solicitation specifications.

Delivery of vehicles is to be made within 90 to 120 calendar days after receipt of order unless other arrangements are made between the Division and the Supplier. Additionally, the Awarded Contractor must be able to maintain adequate delivery schedule times. Earlier deliveries are encouraged however there shall be no change in contract price or discount terms because of the earlier delivery.

All quotes shall be FOB destination. The term FOB destination shall mean delivered and unloaded in-house or on-site, at contractor risk, with all charges for transportation and unloading prepaid by the contractor.

All vehicles are to be delivered new, unused, assembled, serviced, with a full gas tank, oiled and ready for immediate use. Liability for product delivery remains with the Supplier until delivered and accepted.

All deliveries must include a minimum of ½ tank of fuel. Fuel gauges which fail to register a minimum of ½ tank of fuel will be charged for the actual cost of fuel (to reach ½ full) plus \$100 labor charge per vehicle. This amount, where applicable will be deducted from the invoice.

Delivery shall be made in accordance with instructions from each agency.

- Upon delivery, all vehicles shall include,
- at a minimum, three (3) sets of operable keys
- cleaned, serviced, and ready for immediate use in accordance with the manufacturer’s pre-delivery service.
- complete service and diagnostic manual (if applicable)
- Manufacturer’s warranty information
- Owner’s manual
- All vehicles must be delivered to sites designated by the User Agency. Vehicles must be delivered in new condition, “detail” cleaned.

All vehicles must be delivered with less than 150 miles on the odometer. Vehicles with odometer reading more than 150 miles will not be accepted without prior approval from the Division of Purchases.

Dealers located beyond a 150-mile radius from Providence Rhode Island, must submit a written plan of their proposed delivery method, including information regarding required dealer preparation and approved by the Division of Purchases.

Each vehicle is identified with a specification number. That number must be clearly marked on all invoices as well as on the sticker attached for each vehicle.

### **Late or Missed Delivery**

Vendor is responsible for notifying the User Agency of any delays in delivery, when acknowledging receipt of purchase order, providing the order confirmation, or at any time between placing order and delivering the vehicle. Contractor must understand and accommodate Users in cases where the delivery dates have changed drastically from the original date because it may alter their ability to pay for the vehicle.

If the OEM vehicle shipment or if any part of the aftermarket/up-fit is delayed which will affect the delivery time to the User, the Vendor is required to notify the User in at least two weeks prior to the latest date of the original delivery obligation. This notification must include the reasons for the delay and the new expected completed vehicle delivery date. Vendors are responsible for delays and damages resulting from their Up-fitters or other subcontractors.

### **DELIVERY INFORMATION:**

Successful vendor(s) must contact Connie Resendes at state fleet operations, (401-222-6227) at least (2) two days prior to delivery.

Each vehicle delivered to the State must be accompanied by a window sticker and "Certificate of Origin" with owner listed as: STATE OF RI/FLEET OPERATIONS, ONE CAPITOL HILL, PROVIDENCE, RI 02908, CONTAINING THE MANUFACTURER'S VEHICLE IDENTIFICATION NUMBER (VIN), THE NUMBER OF ENGINE CYLINDERS AND ENGINE TYPE, A GENERAL DESCRIPTION OF THE BODY GVW # AND THE MODEL NAME/NUMBER. ODOMETER DISCLOSURE MUST BE COMPLETED ON THE VENDOR'S SIDE OF "CERTIFICATE OF ORIGIN".

Bids must be predicated based on the bidder's full and unencumbered title to the vehicle(s) as of the date of delivery to the State. Bids subject to lien or assignment at the time of delivery to the State, or which stipulate third party or joint payment, will be rejected.

Title certificates must be provided at the time of delivery to the State.

The successful vendor(s) will be required to provide the following:

- A. A completed application for registration and Title Certificate (TR-1) **with the exception of Sections G and H.** Owner to be listed as: State of RI/Fleet Operations, One Capitol Hill, Providence, RI 02908.
- B. A completed Sales or Use Tax Exemption Certification – Motor Vehicles. Purchaser to be listed as: State of RI/Fleet Operations, One Capitol Hill, Providence, RI 02908.

To insure timely deliveries, vendor is required to supply confirmation of order to Connie Resendes (401-222-6227), State Fleet Operations, 1 Capitol Hill, Providence, RI 02908 indicating anticipated delivery date. This must be received within 30 days of award.

A copy of specification, labeled by bid item number, must be submitted with each offer. Failure to provide specifications as required may result in disqualification.

**Preparation for Delivery:**

The vendor shall be responsible to complete new vehicle delivery inspection. Vehicles must be delivered in new condition, “detail” cleaned and all vehicles to be delivered via truck or rail. Vehicles may be delivered by driver upon request. The engine, transmission, differential and cooling system shall be filled to the manufacturer’s recommended capacity. The vehicle will receive a new vehicle cleaning and preparation prior to delivery. All equipment shall be completely installed and adjustments made prior to delivery and to make the vehicle available for immediate use. The vehicle shall be free of any defects when delivered.

If any deficiencies are observed and cannot be corrected within two (2) business days, the vehicle will be deleted from the invoice and payment will not made until corrective action is taken and the vehicle is re-inspected and accepted. It shall be the responsibility of the vendor for the pickup and delivery of the vehicle for re-inspection.

**State Police Vehicles Delivery:**

Upon request the State reserves the right to request vendor to drop ship vehicle(s) to an Emergency Package Vendor (up-fitter). Vehicles must be delivered from dealer to up-fitter by car carrier, vehicles are not to be driven from dealer to up-fitter. A drop code will be supplied from the up-fitter to the awarder dealer to allow delivery directly from manufacture.

**Manufacturer Recalls**

If a vehicle and/or after-market/up-fit add-on/accessory, awarded to the Vendor, is later recalled by the manufacturer, the Vendor must agree to facilitate any recourse, returns, compensation or replacement of the product offered by the manufacturer to the State. Additionally, the State reserves the right to replace the recalled product with a comparable product offered by the same Vendor so long as it is in the best interest to do so, the product is comparable, and the price is comparable.

**Approvals and standards**

Vehicles and equipment must conform to the Federal Motor Vehicle Safety Standards and Regulations.



**Note: All vendors responding to the within solicitation must complete the attached prompt payment discount “PPD” form as part of this master price agreement solicitation.**

The Department of Administration’s (“Department”) goal in establishing the PPD program is to provide an opportunity for expedited payment to vendors, while reducing the cost to the State through vendor discounts. State agencies are encouraged to utilize vendors that offer cash discounts, along with competitive pricing, when selecting services or goods from master price agreements. In addition, the Department seeks to promote prompt payment through the use of electronic funds transfer (“EFT”) through the ACH system.

**Prompt Payment Discount Form**

All vendors submitting proposals in response to designated master price agreement solicitations must submit the attached PPD form in order to participate in the PPD program. Nothing herein prevents the State Purchasing Agent or designee from negotiating lower pricing or greater discounts and/or waiving technicalities related to PPDs in the best interests of the State.

Prompt payment discounts will not be considered in the evaluation of offers. However, any discount offered will be annotated on the award.

End.



**Contract Terms and Conditions**

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**Terms and Conditions**

**BID STANDARD TERMS AND CONDITIONS**

**TERMS AND CONDITIONS FOR THIS BID**

**READING VENDOR NAMES ONLY**

DUE TO LENGTH OF BID AND TIME CONSTRAINTS, THE STATE WILL ONLY ACKNOWLEDGE RECEIPT AND READ THE NAMES OF VENDORS SUBMITTING PROPOSALS. NO EXAMINATION OF DOCUMENTS OR PRESENTATION OF INFORMATION CONTAINED IN PROPOSALS WILL BE MADE AVAILABLE AT THE BID OPENING; HOWEVER, INSTRUCTIONS TO OBTAIN THE TABULATION OR SUMMARY OF BID RESPONSES WILL BE MADE AVAILABLE AT THE RI DIVISION OF PURCHASES WEBSITE AT WWW.PURCHASING.RI.GOV

**VENDOR SPECIFICATIONS**

ALL VENDORS MUST INCLUDE SPECIFICATIONS WITH BID PROPOSAL (EVEN THOSE BIDDING BRAND SPECIFIED). FAILURE TO SUBMIT SPECIFICATIONS WITH BID PROPOSAL MAY RESULT IN DISQUALIFICATION OF BID. ITEMS IN CATALOGS MUST BE CLEARLY MARKED AND PAGES TABBED.

**VEHICLE / AUTO BID**

THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS APPLY TO THIS INVITATION FOR BIDS: 1. ALL VEHICLES MUST BE DELIVERED WITHOUT DEALER'S NAME OR ADVERTISING OF ANY TYPE VISIBLE ON THE BODY. 2. EACH VEHICLE DELIVERED TO THE STATE MUST BE ACCOMPANIED BY A "CERTIFICATE OF ORIGIN" CONTAINING THE MANUFACTURER'S VEHICLE IDENTIFICATION NUMBER (VIN), THE NUMBER OF ENGINE CYLINDERS AND ENGINE TYPE, A GENERAL DESCRIPTION OF THE BODY, AND THE MODEL NAME OR NUMBER. CERTIFICATE OF ORIGIN MUST BE ASSIGNED TO STATE OF RI/FLEET OPERATIONS, ONE CAPITOL HILL, PROVIDENCE, RI 02908, UNLESS THE VEHICLE IS BEING PURCHASED BY THE RHODE ISLAND STATE POLICE. IF SO, CERTIFICATE OF ORIGIN MUST BE ASSIGNED TO RHODE ISLAND STATE POLICE, 311 DANIELSON PIKE, NORTH SCITUATE, RI 02857. 3. BIDS MUST BE PREDICATED ON THE BASIS OF THE BIDDER'S FULL AND UNENUMBERED TITLE TO THE VEHICLE(S) AS OF THE DATE OF DELIVERY TO THE STATE. BIDS SUBJECT TO LIEN OR ASSIGNMENT AT THE TIME OF DELIVERY TO THE STATE, OR WHICH STIPULATE THIRD PARTY OR JOINT PAYMENT, WILL BE REJECTED. 4. TITLE CERTIFICATES MUST BE PROVIDED AT THE TIME OF DELIVERY TO THE STATE. 5. WHERE THE FIRM SUBMITTING THE BID IS ACTING AS AN AGENT FOR ANOTHER CORPORATE ENTITY, (SPECIFICALLY WITH RESPECT TO LEASE ARRANGEMENTS), THE BID MUST IDENTIFY THE CORPORATION WHO WILL BE NAMED IN ANY SUBSEQUENT AWARD AS THE BIDDER OF RECORD. 6. UNLESS OTHERWISE INDICATED, ALL VEHICLES WILL BE DELIVERED TO STATE FLEET OPERATIONS AT ONE CAPITOL HILL, PROVIDENCE, R.I. THE STATE OF RHODE ISLAND RESERVES THE RIGHT TO MANDATE THE REPLACEMENT OF ALL VEHICLES IN ACCORDANCE WITH RHODE ISLAND STATE LEMON LAW 31-5.2-1 TO 31-5.2-13. REPLACEMENT EQUIPMENT MUST BE OF LIKE OR SUPERIOR SPECIFICATIONS TO THE VEHICLE IN QUESTION. COSTS ASSOCIATED WITH THE REMOVAL OF PROBLEMATIC EQUIPMENT AND DELIVERY AND INSTALLATION OF REPLACEMENT EQUIPMENT WILL BE SOLELY AT THE VENDOR'S EXPENSE.

**AWARD**

THE STATE, AT ITS SOLE DISCRETION, SHALL RESERVE THE RIGHT TO MAKE ONE OR MULTIPLE AWARDS FOR THIS REQUIREMENT AND/OR TO REJECT ANY OR ALL BIDS.

**DELIVERY PER AGENCY**

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY.

**RIVIP INFO - BID SUBMISSION REQUIREMENTS**

It is the vendor's responsibility to check and download any and all addenda from the RIVIP. This offer may not be considered unless a signed RIVIP generated Bidder Certification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form should be attached to the front of the offer. Each bid proposal must be submitted in a separate sealed envelope with the bidder's name and address and the specific "Solicitation Number," "Solicitation Title," and the "Bid Proposal Submission Deadline" marked in the upper left-hand corner of the envelope.

The bid proposal must be delivered (via mail, messenger service, or personal delivery) to the Division of Purchases and date-stamped/receipted by the date and time specified for the bid proposal submission deadline. Bidders should mail bid proposals sufficiently in advance of the bid proposal submission deadline to ensure timely delivery to the Division of Purchases or, when delivering a bid proposal in person or by messenger, should allow additional time for parking and clearance through security checkpoints. Bid proposals must be addressed to:

Rhode Island Department of Administration  
Division of Purchases, 2nd Floor  
One Capitol Hill, Providence, RI 02908-5855

Bid proposals that are not received by the Division of Purchases by the bid proposal submission deadline for whatever reason will be deemed late and will not be considered. The submission time will be determined by the time clock in the Division of Purchases. Postmarks will not be considered proof of timely submission.

Bid proposals in electronic format are not accepted at this time.

At the bid proposal submission deadline, bid proposals will be opened and read aloud in public.

**DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:**

**No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.**