REQUEST FOR QUOTATION
VEHICLE REPLACEMENT for Building Dept. – SUV’s
RFQ Number: 2020-001
January 9, 2020

The Town of Westerly/Westerly Schools(Town), Westerly, RI, acting through its Purchasing Agent, is hereby soliciting sealed bids for the above referenced RFQ and you are hereby invited to submit a Lump Sum Proposal for the Scope of Work described in this Request for Quotation, in strict accordance with the Bid Documents.

TERMS AND CONDITIONS

Bids shall be based on the Terms and Conditions as referenced in this Request for Quotation.

BID DUE DATE/SUBMITTING INSTRUCTIONS

BIDS ARE DUE and MUST BE SUBMITTED on the attached BID FORM, Attachments B, NO LATER THAN 11:00 a.m., EST, Tuesday, January 21, 2020. A Bid submitted on other than the attached BID BREAKDOWN FORM may be rejected. Envelopes containing bids must be sealed and addressed to the undersigned, at the Purchasing Department, Westerly Town Hall, 45 Broad St., Westerly, RI 02891 and must be clearly marked with the Name and Address of Bidder, Bid Due Date and Time, and RFQ Number and Title. Bidders must include two copies and a Digital Copy on Disk, Zip or Flash drive of the Bid as defined in the Instruction to Bidders.

BIDDER’S QUESTIONS

Questions regarding this solicitation must be emailed and received by the Purchasing Agent at mbednarski@westerlyri.gov no later than January 16, 2020, 12:00PM, in a Microsoft Word attachment with the corresponding solicitation number. Questions, if any, and responses will be posted on the Town of Westerly website at www.westerlyri.gov as an addendum to this solicitation.

SPECIAL INSTRUCTIONS TO BIDDERS

1. Bidder shall base the Proposal on providing all equipment, Delivered FOB Town of Westerly, at location to be determined by the Town.
2. Quotes must be firm for a minimum of 90 days from date of submission.
3. Bid Completeness - Pricing submitted on this RFQ must be an all-inclusive price. The intent of an all-inclusive Price is such that no Adds or Extra Changes will be necessary.
4. This project is Tax exempt for Rhode Island Sales Tax and Federal Excise Taxes.
5. Please note that Lien Holder will pay the successful Supplier directly for purchased vehicles.
RFQ BID DOCUMENTS

Attachment A – Scope of Work/Project Schedule, Pages 1 of 1
Attachment B – Bid Form Page 1 through 2
Attachment C – Instruction to Bidders Pages 1 through 3

BIDDER CERTIFICATION FORM: Bidders must include, complete, and submit a Bidder Certification Form with each bid proposal.

This solicitation is available at www.westerlyri.gov.

The Town of Westerly/Westerly Schools reserves the right to reject any/all bids, waive any informalities in the bids received and to accept and award the bid to the lowest qualified bid deemed most favorable to the interest of the Town/School.

The Town/School does not discriminate based on age, color, gender, national origin, race, religion, sexual orientation, or disability in accordance with applicable laws and regulations

Regards,
Mark Bednarski,
Purchasing Agent
Town of Westerly/Westerly Public Schools
45 Broad Street
Westerly, RI 02891
Tel: (401) 348-2625
Email: mbednarski@westerlyri.gov
www.WesterlyRI.gov

CC: DM, file
ATTACHMENT "A"
SCOPE OF WORK

VEHICLE REPLACEMENT for Building Dept. – SUV

RFQ 2020-001

Description of Scope & Quantity

This Supplier will be responsible to furnish and deliver the following:
Furnish and deliver the vehicle as described in the specifications listed in this Request for Quotation. Pricing shall include all costs associated with providing new vehicle.

SPECIFICATIONS

The following Specifications, define the Scope of Work of the Bid Package:

One (1) 2020 Hyundai Santa Fe AWD and One (1) 2020 Ford Explorer 4X4 XLT or Equivalents with Power Windows, Automatic Transmission, Stereo, Air Conditioning, Floor Mats (front & rear) and Warranty. Color can be Dark Blue, Black or White.

If bidding on an equivalent, please submit detailed specifications.
ATTACHMENT "B"
Bid Form
“THIS FORM MUST BE COMPLETED AND SUBMITTED WITH BID”

RFQ NUMBER: 2020-001

RFQ NAME: VEHICLE REPLACEMENT for Building Dept. – SUV

The Bidder stated below agrees to furnish and delivery, as defined in the above referenced Request for Quotation, for the Lump Sum amount of

$______________________________________

For the Town/Schools to properly evaluate the Proposals, please supply the following information.

<table>
<thead>
<tr>
<th>QTY.</th>
<th>MODEL or Equivalent</th>
<th>List Make &amp; Model, if equivalent</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2020 Hyundai Santa Fe AWD or Equivalent</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>1</td>
<td>2020 Ford Explorer 4X4 XLT or Equivalent</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

Delivery: ________________ calendar days after receipt of order.

Did you deviate from the specifications in any way: YES____ NO ____?
(If yes, you must explain below and submit a detailed description of all deviations BY MARKING ON THE SPECIFICATION THAT IS PROVIDED IN THIS RFQ, so that your product or service can be properly evaluated.)

____________________________________________________________________________________
____________________________________________________________________________________

The above price includes all stipulations and requirements of Addendum No. ______________________________, which have been received and accepted by the undersigned.

This Request for Quotation, together with all documents, specifications, drawings and documents/attachments/Addendums, are included and constitute the entire proposal from the bidder. There are no terms, conditions, or provisions, either oral or written, between the parties hereto, other than those contained herein. The Request for Quotation supersedes all written representation, inducements, or understandings of any kind or nature between the parties hereto, relating to the project involved herein. Payment Terms are net 30 days, after delivery, for this scope of work.
Please note that Lien Holder will pay the successful Supplier directly for purchased vehicles.

The lump sum bid price above, excludes applicable sales and or use taxes; and includes all shipping/transportation costs. The submitted pricing for this scope of work shall remain firm for 90 days from date of submission.

**Company Representative**

Print Name: ____________________________

Authorized Signature: ____________________________

<table>
<thead>
<tr>
<th>Telephone</th>
<th>Street</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
</table>

Email: ____________________________

Date: __________

Company Name: ____________________________
ATTACHMENT “C”
INSTRUCTIONS TO BIDDERS

MATERIAL PURCHASES

1. Submission of Bids

   a. Envelopes containing bids must be sealed and addressed as indicated on the Invitation to Bid and must be marked with the name and address of bidder, date and bid due time, and name of bid, along with RFQ number.

   b. The Purchasing Agent will decide when and if the specified time has arrived to open bids, and no bid received thereafter will be considered. The Purchasing Agent reserves the right to waive any informality in the bidding process.

   c. Any bidder may withdraw his/her bid by written request at any time prior to the advertised time for opening. Telephonic bids, amendments, or withdrawals will not be accepted.

   d. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.

   e. Proposals received prior to the time of opening will be securely kept unopened. No responsibility will attach to an officer or person for the premature opening of a proposal not properly addressed and identified.

   f. Any deviation from the Specifications must be noted in writing and attached as part of the bid proposal. The Bidder shall indicate the item or part with the deviation and indicate how the bid will deviate from Specifications.

2. Prices

   Bidders shall state the proposed price in the manner as designated in the Bid Proposal Form. If there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event, there is a discrepancy between the price written in words and written in figures, the prices written in words shall govern.

3. Terms

   Cash discounts offered will be considered in determining awards. The discount period shall be computed from the date of delivery or from the correct invoice as received by Town Treasurer, whichever date is later. The date of delivery shall be construed to mean the date on which bid item is determined to meet the specifications and is therefore acceptable. Discounts for a period less than thirty (30) days may not be considered. Payment terms are net 30.

4. Qualification of Bidders

   The Town/School’s may make such investigations as it deems necessary to determine the ability of the bidder to perform the work. The bidder shall furnish the town with all such information and data for the purpose as may be requested.

5. Addenda and Interpretations
No interpretation on the meaning of the Plans, Specifications or any other Contract Document will be made to any bidder orally. Every request for such interpretations must be in writing.

All questions pertaining to the specifications or proposal procedure should be first directed to the Purchasing Agent. Where information from the Purchasing Agent differs from information from any other source, the information from the Purchasing Agent prevails. The Town/School is not responsible for information obtained from any other source.

6. **“Or Equal” Bidding**

When the name of a manufacturer, a brand name, or manufacturer’s catalogue number is issued as the bid standard in describing an item followed by “Or Equal” this description is used to indicate quality, performance and other essential characteristics of the article required.

If bidding on other than the make, model, brand or sample specified, but equal thereto, bidder must so state by giving the manufacturer’s name, catalogue number and any other information necessary to prove that the intended substitution of a commodity is equal in all essential respects to the bid standard. Bidder must prove to the satisfaction of the Town of Westerly/Westerly Schools or by person or persons designated by him, that his/her designated substitute is equal to the bid standard; otherwise, his/her bid will be declared “No Bid” insofar as the item in question is concerned.

7. **Award and Contract**

Unless otherwise specified, the Town of Westerly/Westerly Schools reserves the right to make award by item or items, or by total, as may be in the best interest of the Town; accept a proposal based on considerations other than costs; and waive and modify any provisions of the request for proposal.

A written award (or acceptance of Bid) mailed (or otherwise furnished) to the successful bidder followed by an authorized Purchase Order shall, unless otherwise specified, be deemed to result in a binding contract without further action by either party. The Bidder is responsible for all costs and expenses to develop and submit a proposal in response to the solicitation.


For the purposes of this Policy, the term “vendor” shall mean any and all individuals, companies, corporations, and business entities that provide goods or services to the Town of Westerly/Westerly Schools pursuant to any and all relevant and appropriate Federal, State, and local purchasing rules, regulations, and procedures.

The Town of Westerly/Westerly Schools is committed to the general policy and principle of Equal Employment Opportunity in terms of retaining vendors to provide the Town/Schools with goods and services necessary for routine and emergency operations. The Town of Westerly/Westerly Schools will not discriminate against vendors as entities, or individual employees thereof on any legally-recognized basis included, but not limited to, race, age, color, religion, sex, marital status, national origin, physical or mental disability, Veteran’s status, pregnancy, sexual orientation, genetic conditions, predisposition to certain diseases, or ancestry, except where a bona fide occupational qualification exists.

9. **Compliance with Instructions to Bidders**

These Instructions to Bidders contain terms and conditions that will govern the preparation and submission of a bid proposal and any contract awarded pursuant to this solicitation. Bidders must comply with each and every requirement of these Instructions to Bidders. Any failure to comply with any requirement may result in the determination of nonresponsive bid proposal and/or the rejection of the bid proposal.
10. **Priority of Terms and Conditions**

The terms and conditions in these Instructions to Bidders *supersede* any and all inconsistent or conflicting terms and conditions in any other provision of any other document in this solicitation or in the bid proposal and govern this solicitation, the bid proposal, and any contract awarded pursuant to this solicitation.

11. **Public Copy**

Bid proposals submitted in response to this solicitation are public records pursuant to the Rhode Island "Access to Public Records Act," R. I. Gen. Laws §§ 38-2-1 *et seq.* Each bid proposal must include a "public copy" to be available for public inspection upon the opening of bids. The public copy must be submitted in .pdf (portable document file) format on a *read-only* CD-R media disk. The disk must include all the documents submitted in response to the solicitation concatenated or merged into one file.

The public copy disk must be separately enclosed in a protective cover clearly marked "Public Copy" and include the following information: (1) Solicitation Title; (2) name of bidder; (3) Solicitation Number; and (4) bid proposal submission deadline.

The .pdf file must be named in the following manner:

```
Solicitation Number Bid Proposal Submission Deadline_BidderName.pdf
```

The bid proposal submission deadline must appear as mm-dd-yyyy. The bidder name must appear as one word, with no spaces or punctuation. Underscores must separate the fields.

*Example:* `7543210_11-08-2013_OceanStateCompanyInc_9867.pdf`

Bidders may redact in the public copy any trade secrets or commercial or financial information which is of a privileged or confidential nature pursuant to the Access to Public Records Act. If a "hard" public copy is furnished at time of bid, the bidder may follow up with the disk copy before the end of the business Bid Due Date day.

12. **Binding Contract**

A binding contract between the Town of Westerly/Westerly Schools and the successful bidder will be formed by the issuance of a Purchase Order from the Purchasing Department, and only by the issuance of a Purchase Order, and only to the extent of available funds. The binding contract will incorporate and be subject to the terms and conditions of the solicitation, including the Invitation to Bid, the Instructions to Bidders, the Bid Preparation Checklist, the Request for Quote, the Bidder Certification Form, the Agreement (if applicable to this solicitation), and the Purchase Order. The successful bidder shall be authorized to commence work only upon the issuance of the Purchase Order and, in addition, an authorization from the department.

Dated 6/5/17