Notice of Contract Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
ONE CAPITOL HILL
PROVIDENCE RI 02908

BALISE SUBARU INC
1400 POST RD
WARWICK, RI 02888
United States

ALTERNATIVE FUEL VEHICLES 2015 MODEL YEAR (SUPPLEMENT)

Award Number	**Effective Period:**
3409377	04-FEB-15 - 31-DEC-15

SHIP TO	
	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States

Date: 04-FEB-15
Buyer: G Mosca
Shipping: Paid
Terms: NET 30
Vendor#: 47143

INVOICE	
	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States

Department	Type of Requisition	Bid Number	Requisition Number
		N/A	

CONTRACT PERIOD: 2/4/15 - 12/31/15

MASTER PRICE AGREEMENT #4712015 - ALTERNATIVE FUEL VEHICLES

PRICING IN ACCORDANCE WITH ATTACHED EXHIBITS.

Contact Name:
Peter Boursiquot
Tel: 401-780-3420
Email: PBoursiquot@baliseauto.com

STATE PURCHASING AGENT

Nancy R. McIntyre

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.ri.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements

Contract Terms and Conditions

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Terms and Conditions

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS PURCHASE ORDER

INSURANCE REQUIREMENTS (ADDITIONAL)

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "SHIP TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR 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.

PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

AUTHORIZATION AND RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing

shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

BLANKET PAYMENT

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

AUTO / VEHICLE PURCHASE ORDER

THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS APPLY TO THIS PURCHASE ORDER: 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. THE VENDOR MUST WARRANT FULL AND UNENCUMBERED TITLE TO THE VEHICLE(S) AS OF THE DATE OF DELIVERY TO THE STATE. 4. TITLE CERTIFICATES MUST BE PROVIDED AT THE TIME OF DELIVERY TO THE STATE.

CAMPAIGN FINANCE COMPLIANCE

CAMPAIGN FINANCE: In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of $5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of $250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at:
https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx

ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

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.

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are

covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.

b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

MY2015 ALTERNATIVE FUEL VEHICLES STANDARD SPECIFICATION
101.1 THROUGH 101.3
HYBRID (GAS-ELECTRIC NO PLUG IN) VEHICLES – SPORT UTILITY/CROSSOVER
4WD/AWD
TO INCLUDE ALL MANUFACTURERS STANDARD FEATURES INCLUDING:

	**** FOR VENDOR USE ONLY **** ↓ ↓ ↓ ↓ ↓ ↓ ↓	
	Indicate compliance YES/NO	Specify alternative if responding "NO"
TRANSMISSION AUTOMATIC:	Yes	
BRAKES: POWER, ABS, ALL WHEEL	Yes	
STEERING: POWER	Yes	
AIR CONDITIONING: (FACTORY)	Yes	
REAR WINDOW DEFOGGER: (FACTORY)	Yes	
POWER WINDOWS/POWER LOCKS	Yes	
WIPERS, INTERMITTENT:	Yes	
AM/FM RADIO:	Yes	
ORIGINAL EQUIPMENT MANUFACTURERS REMOVABLE FLOOR MATTS (FRONT AND REAR)	Yes	

MY2015 ALTERNATIVE FUEL VEHICLES STANDARD SPECIFICATION
101.1 THROUGH 101.3
HYBRID (GAS-ELECTRIC NO PLUG IN) VEHICLES – SPORT UTILITY/CROSSOVER 4WD/AWD
TO INCLUDE ALL MANUFACTURERS STANDARD FEATURES INCLUDING:

OPTIONS HYBRID (GAS-ELECTRIC NO PLUG IN) VEHICLES – SUV/CROSSOVER 4WD/AWD 101.1 THROUGH 101.3	
HEAVY DUTY TOW PACKAGE : COMPLETE CLASS III OR ABOVE, FACTORY INSTALLED 2" RECEIVER HITCH WITH FACTORY 7 PRONG RV STYLE WIRING HARNESS TO INCLUDE 4PIN CONVERTER & HEAVY DUTY COOLING	$ Not Available
MINI 2LED STROBE LIGHTBAR (15" min) AMBER *permanent/hardwired to vehicle	$ 300.00
FULL SIZE STROBE LIGHTBAR 8LED *permanent/hardwired to vehicle (4 red to rear/4 amber to front) NOTE: color may be changed at time of award	$ 1000.00
FULL SIZE STROBE LIGHTBAR 4LED*permanent/hardwired to vehicle (2 red to rear/2 amber to front) NOTE: color may be changed at time of award	$ 900.00
ROUND ROOF STROBE /AMBER *permanent/hardwired to vehicle	$ 200.00
RUNNING BOARDS- MANUFACTURERS STD FOR VEHICLE TYPE	$ N/A
BACK-UP ALARM / MINIMUM 107dB	$ 150

MY2015 ALTERNATIVE FUEL VEHICLES STANDARD SPECIFICATION
101.1 THROUGH 101.3
HYBRID (GAS-ELECTRIC NO PLUG IN) VEHICLES – SPORT UTILITY/CROSSOVER
4WD/AWD
TO INCLUDE ALL MANUFACTURERS STANDARD FEATURES INCLUDING:

SUV/CROSSOVER HYBRID 4WD/AWD (GAS-ELECTRIC NO PLUG IN)

101.1 – TOYOTA HIGHLANDER HYBRID 4WD (GAS-ELECTRIC NO PLUG IN)
LITER: _____
MPG-CITY/HWY _____
GVWR- LBS _____
ANTICIPATED DELIVERY DATE FROM TIME OF ORDER: _____
LAST AVAILABLE ORDER DATE: _____
TOTAL COST OF OWNERSHIP: _____

$ _____
101.1

101.2 – NISSAN PATHFINDER HYBRID 4WD (GAS-ELECTRIC NO PLUG IN)
LITER: _____
MPG-CITY/HWY _____
GVWR- LBS _____
ANTICIPATED DELIVERY DATE FROM TIME OF ORDER: _____
LAST AVAILABLE ORDER DATE: _____
TOTAL COST OF OWNERSHIP: _____

$ _____
101.2

101.3 – SUBARU CROSSTREK HYBRID AWD (GAS-ELECTRIC NO PLUG IN)
LITER: 2.0L
MPG-CITY/HWY 30/34
GVWR- LBS 5000
ANTICIPATED DELIVERY DATE FROM TIME OF ORDER: Please Call
LAST AVAILABLE ORDER DATE: Please Call
TOTAL COST OF OWNERSHIP: 46065

$ 26190.00
101.3