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# **Request for Quote**

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

CREATION DATE: 01-NOV-18 BID NUMBER: 7597619

**311 DANIELSON PIKE** 

**NORTH SCITUATE, RI 02857** 

COLT LE6940 RIFLES - RI STATE POLICE

BID CLOSING DATE AND TIME:26-NOV-2018 10:30:00

**DPS STATE POLICE HEADQUARTERS** 

TITLE:

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BUYER: McGurn, Cheryl A PHONE #: 401-574-8130

DOA CONTROLLER

ONE CAPITOL HILL, 4TH FLOOR

SMITH ST

DROWDEN OF BLOODS

T PROVIDENCE, RI 02908

0

Requistion Number: 1585616

Note to Bidders: TO INCLUDE ACCESSORIES ON THE ATTACHED SPECIFICATIONS

NO SUBSTITUTIONS.

VENDOR SPECIFICATIONS TO BE SUBMITTED WITH BID BID TO INCLUDE SHIPPING AND HANDLING

QUESTIONS CONCERNING THIS SOLICITATION MUST BE EMAILED AND RECEIVED BY THE DIVISION OF PURCHASES AT CHERYL.MCGURN@PURCHASING.RI.GOV NO LATER THAN 11/16/2018 @ 3:00 PM IN A MICROSOFT WORD ATTACHMENT WITH THE CORRESPONDING SOLICITATIONMUNBER. QUESTIONS, IF ANY, AND RESPONSES WILL BE POSTED ON THE DIVISION OF PURCHASES WEBSITE AT WWW.PURCHASING.RI.GOV.

Line	Description	Quantity	Unit	Unit Price	Total
1	COLT LE6940 RIFLES UPC: 098289019349 MODEL: LAW ENFORCEMENT CARBINE SKU: LE6940 TO INCLUDE: (2) PMAG 30 AR/M4 GEN M3 BLACK MAGAZINES PER RIFLE AND (1) BASIC TWO-POINT BLACK NYLON SLING PER RIFLE THAT IS EQUAL TO MIDWAY PRODUCT #421353 - NO SUBSTITUTIONS	36.00	Each		

Delivery:	
Terms of Payment:	



TEL: (401) 574-8100 FAX: (401) 574-8387

TDD: (401) 574-8228

Website: www.purchasing.ri.gov

BID 7597619 **PATROL RIFLES – RI STATE POLICE RHODE ISLAND STATE POLICE NO SUBSTITUTIONS** 

COLT LE6940 UPC:098289019349 MODEL: LAW ENFORCEMENT CARBINE SKU: LE6940

## To Include the following Accessories:

- Two (2) PMAG 30 AR/M4 GEN M3 BLACK MAGAZINES PER RIFLE.
- One (1) Basic Two-Point Black Nylon sling per rifle (equivalent to Midway product # 421353-
- Midway USA#: 981298 UPC# 00887217000333)

# **Contract Terms and Conditions**

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## **Terms and Conditions**

#### **BID STANDARD TERMS AND CONDITIONS**

## TERMS AND CONDITIONS FOR THIS BID

## 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.

**<u>DELIVERY</u>** 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.

## **RIVIP INFO - BID SUBMISSION REQUIREMENTS**

It is the vendor's responsibility to check and download anyand all addenda from the RIVIP. Thisoffer may not be considered unless a signed RIVIP generated BidderCertification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form should be attached to the front of theoffer. 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, messengerservice, or personal delivery) to the Division of Purchases and date-stampedreceipted by the date and time specified for the bid proposal submissiondeadline. Bidders should mail bid proposals sufficiently in advance of the bidproposal 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 ofPurchases by the bid proposal submission deadline for whatever reason 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 thistime.

At the bid proposal submission deadline, bid proposals willbe 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.

## 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.

#### **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.

#### FISCAL YEAR - AWARD EXTENDING PAST FISCAL YR END

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.