

Solicitation Information 11/09/2018

Continuous Recruitment # CR-81

TITLE: Street Sweeper and Vactor Repair (MPA 63)

Submission Deadline: Continuous Recruitment through 08/31/2021

PRE-BID/ PROPOSAL CONFERENCE: NONE

Questions concerning this solicitation must be received by the Division of Purchases at alyssa.ward@purchasing.ri.gov. Questions should be submitted in a *Microsoft Word attachment*. Please reference the CR# 81 on all correspondence. Questions received, if any, will be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to downlo ad this information.

BID SURETY BOND REQUIRED: NO

PAYMENT AND PERFORMANCE BOND REQUIRED: NO

ALYSSA WARD, BUYER I

Note to Applicants:

- Applicants must register on-line at the State Purchasing Website at www.purchasing.ri.gov
- Proposals received without a completed RIVIP Bidder Certification Cover Form attached may result in disqualification.
- Please be sure to submit your bid package with the zip file from the website on a CD ROM. Flash drives will not be accepted! Please be sure all relevant cells have been filled in.
- Please include a copy of insurance documentation with the bid package.
- Please include an updated W -9 with the bid package.

THIS PAGE IS NOT A BIDDER CERTIFICATION COVER FORM

SCOPE:

The purpose of this Continuous Recruitment is to solicit offers from qualified firms to provide equipment, preventative maintenance, general maintenance, inspection and repair services for RIDOT's current fleet of Elgin Pelican sweepers and Vactor trucks.

Each awarded firm must agree to provide all services in a professional and workmanlike manner in accordance with manufacturer's specifications, applicable regulations, industry standards and best practices.

The State anticipates multiple awards. Additionally, political subdivisions (city, towns, schools, quasi-public agencies) as authorized by law may participate in this Master Price Agreement. All ordering and billing shall be between the vendor and political subdivision.

CONTRACT PERIOD:

Contracts will be effective through 08/31/2021 and will be subject to extension for two additional twelve (12) month periods at the State's sole option, based on a determination of continued need for the service and acceptable performance by participating vendors.

INSURANCE:

In accordance with General Conditions of Purchase (ITEM 31), an insurance certificate for General Liability, Workers' Compensation, Public Liability, Property Damage Insurance Auto Insurance, etc. must be submitted by the successful bidder (s) to the Division of Purchases prior to award. The insurance certificate must name the State of Rhode Island as the certificate holder and as an additional insured. Annual renewal certificates must be submitted. Failure to do so may be grounds for cancellation of the award.

SCHEDULING:

The Office of State Fleet Operations will issue work orders to State agencies that will dispatch vehicles and equipment needing services to repair facilities/request road service on an as-needed basis throughout the contract term. Where service appointments are required, it is expected that State vehicles and equipment will be given priority, and that, in any event, an appointment will be made for a date not to exceed five (5) days following the request.

BILLING FOR SERVICES RENDERED:

The Vendor shall render invoices for services performed directly to the ordering agency. When orders are placed under this arrangement, the Vendor is responsible for furnishing one (1) copy of the invoice at the time the service is completed and obtaining the signature of the person receiving the service on the original and copy of invoice. (See special DOT billing, paragraph D). All invoices shall cite the work order number.

- (a) <u>Parts</u>: Each invoice shall list separately the listing of parts used and price for parts less percent (%) discount. Vendor will also list all fluids used and the price for such fluids in accordance with fluids price list page.
- **(b)** <u>Labor</u>: Invoices shall include all labor functions executed along with a breakdown of each functions labor time.

(c) <u>Sub-Contracting</u>: Where subcontracting work is necessary, invoices will include subcontracted work itemized and separately noted/disclosed, a copy of the bill for services and markup charge bid. <u>Failure of the vendor to provide and properly define all appropriate invoice information will result in NON-PAYMENT.</u>

<u>NOTE</u>: For some repairs, it may be beneficial to the State to pay the Freight cost to have emergency non-stocked parts shipped in overnight. Approval for this must be authorized. <u>No Charges for Road Testing/Operation will be permitted</u>. ROAD TESTING WILL ONLY BE PERMITTED DURING NORMAL BUSINESS HOUR (M-F 8:00 AM – 5:00 PM) UNLESS PRIOR APPROVAL FROM THE AGENCY, IN WRITING, IS RECEIVED.

Road testing shall be limited to no more than ten (10) miles. Under no circumstances should a State vehicle be used for personal business, including parts pick up, errands, coffee, etc. Violations will result in immediate termination of the contract.

The State of Rhode Island's Fleet is currently recognized as a "National Fleet" by multiple Manufacturer's Representatives in which replacement parts are priced accordingly (National Fleet Pricing). Vendors shall base discounts off replacement parts using either Manufactures List Pricing or bid a set and verifiable discounted Manufacturers Pricing Structure (Fleet, Major Fleet, National Fleet, etc.), where offered. Vendors are reminded that if a Manufacturers Fleet Pricing Structure is not bid, then the percent (%) discount submitted shall be subtracted from the manufacturer's suggested list price. The discount bid shall be applied to the base price for invoicing. Parts pricing cannot exceed manufacturer's list price as determined by the parts manufacturer. This price is constant, and shall only vary in accordance with legitimate, periodic increases or decreases by that particular parts manufacturer. This price is not set by the vendor, parts supplier, or any other person, firm, or corporation other than the legitimate manufacturer of a particular item. Any representation by the vendor of any price that is higher than the manufacturer's list price, for the purposes of subtracting the percentage (%) of discount to the state, shall be considered fraudulent, and any vendor making such representation may be subject to termination of their contract, and other sanctions including criminal prosecution.

Any or all parts replaced as the result of repair or routine maintenance shall be Manufacturer's original replacement parts (OEM) for the full term of the warranty period for the vehicle(s) involved. The vendor may utilize "after market" parts subsequent to expiration of the manufacturer's warranty based on the earlier occurrence of time or mileage limitation. When requested by the State, OEM parts shall be used.

- (b) When parts are furnished by the State, they shall be itemized on the Vendor's invoice at no cost and indicated as "state-furnished parts". The original and one (1) copy of the repair order invoice or shop repair order shall be presented with the applicable equipment upon delivery to the State.
- (c) The Vendor shall supply an itemized monthly statement form, which must cite work order number, contract number(s), vehicle tag number(s) and total amount of each invoice.
- (d) DOT Billing: Invoicing for EACH authorized WORK ORDER must be submitted in two (2) COPIES (an ORIGINAL and one copy) to:

Fleet Management Officer Department of Transportation Highway & Bridge Maintenance Division 360 Lincoln Avenue, Warwick, RI 02888

NOTE: DEPARTMENT OF TRANSPORTATION INVOICES SUBMITTED DIRECTLY TO STATE FLEET OPERATIONS AT ONE CAPITOL HILL, PROVIDENCE WILL NOT BE PROCESSED FOR PAYMENT. DEPARTMENT OF TRANSPORTATION INVOICES NOT

RECEIVED IN DUPLICATE WILL BE RETURNED AND MAY RESULT IN DELAYED PAYMENT.

ISSUANCE OF REPAIR ORDER:

At the time of pickup, road service and/or delivery, the State representative will give the Vendor a repair order listing the vehicle services to be accomplished. The Vendor shall prepare an estimate showing hours of work proposed to be performed and an estimated parts list. The repair will not be performed without prior approval of the State and issuance of a purchase order. With regard to any unanticipated repairs, (in addition to the originally ordered work), the vendor must notify the agency requiring services and provide an estimate prior to performing said repairs.

Approval will be given only when something new or additional is determined by the ordering agency to be necessary during the progress of work previously authorized. No verbal order or change to an existing written order shall be accepted by the Vendor. Such order or change will be authorized by the State. The State shall not be obligated to pay for unauthorized repairs.

In some instances emergency road services or repairs may be requested by a State Representative. In these instances, it is expected that the vendor provide their best estimate based on the verbal or written malfunctions indicated. Depending on the severity of the emergency (truck stuck in an unsafe or compromising location) it may be requested that services be requested immediately (urgent/critical situation).

WARRANTY:

All service and repairs shall be performed in a workmanlike fashion, using new replacement parts of prime manufacturer or major brands equivalent to OEM quality only. All maintenance and repair services will be unconditionally warranted for a period of ninety (90) days following the date of original service, except where the normal warranty extended by the vendor exceeds this term. All service recalls shall be performed at no cost to the State; additionally, the State shall not honor any charges for subsequent or consequential damages occasioned by the maintenance or repair service.

EQUIPMENT UNDER MANUFACTURER'S WARRANTY:

No equipment under manufacturer's warranty will be covered by the contract during the period of such warranty. When a vehicle is being repaired at an authorized dealership under warranty, other services not covered by the warranty may be performed at said dealership.

PREVENTATIVE MAINTENANCE (PM) SERVICE:

The flat rate PM service shall include the following:

- Replace engine oil and filter(s)
- Replace inner and outer air filters
- Replace fuel filter(s)
- Replace cab air filter(s)
- Service engine coolant
- Service all torque hubs
- Service all gutter brooms
- Service transfer case
- Service hydraulic system and replace hydraulic fluid, tank breather and filter(s)

- Adjust all chains
- Inspect and grease tiller wheels, gutter broom u-joints, jack shafts, and PTO u-joints
- Inspect spray system and grease water pump
- Inspect electrical, broom wear, conveyor belt, seals etc.
- Inspect and evaluate machine for any needed repairs

NOTE: The price offered for the PM service shall include all consumable parts, filters, fluids, etc. to perform the PM service as described.

BID INSTRUCTIONS / SPECIFICATIONS TECHNICAL PROPOSAL SUMMARY

OFFEROR NAME:			
1	LOCATION _		
		(County in which the repair facility is located)	

Any documentation or information that will provide additional detail regarding the offeror's capability to provide the subject services should be attached as addenda, including, but not limited to the following:

Physical layout Major equipment Method of scheduling work Approximate value of parts inventory Other fleet accounts services Number of service bays – work areas Number of vehicles that can be worked on simultaneously Special skills, authorizations or certifications of your employees (For example: CNG certified mechanics, etc.) The manner of how the vehicle will be secured while they are awaiting service (For example: fenced storage, etc.)

The State reserves the right to inspect the location where the work is to be performed.

NOTICE

Generally, the State does not expect to be charged for repair estimates by Vendors who currently have contracts with the State for similar work; even when the Vendor does not repair a piece of equipment for which they have given the State an estimate. For any situation that a current vendor feels he will have to charge the State for a repair estimate, the specific Agency must be notified in writing, in advance of the cost of the estimate and the reason(s) the Vendor intends to charge the State for the estimate. If approved, the specific Agency must provide the Vendor with written confirmation, in advance of the estimate being done.

It is understood that a situation may require that the State pay for an estimate but that will be infrequent and only if the procedures outlined above are followed by both the State and the Vendor.

Vendor should bear in mind that overlapping and/or combining of requirements may be necessary to prevent delays and provide for a more responsive workflow. Special requirements such as location, impending storms, vendor workload, etc. may also necessitate a one-time or temporary change from actual award. Should any of the above transpire, it should not be misinterpreted to be a permanent change from the award or an attempt to circumvent the proper implementation of the award(s). Also bear in mind that the State reserves the right to solicit prices on any extraordinary repairs.

Vendor(s) should be aware that documentation verifying the accuracy of parts prices and labor charges may be required periodically as part of normal auditing procedures.

For warranty work, Vendor(s) must be a manufacturer or stocking distributor/dealer at the time of bid submittal and must maintain that status for the life of the contract or award. Vendor cannot be a broker.

It is the State's intention to make multiple awards because of the statewide scope of this requirement and the need to differentiate between warranty, and non-warranty work.

Appendix A

Prompt Payment Discount Form (Invoice discounts for receiving fast payments)

Bidder Name:

RFQ/RFP Bid Solicitation Number:

<u>Prompt Payment Discounts ("PPD")</u>: Vendors benefit from PPD by increased, usable cash flow as a result of fast and efficient payments for commodities or services rendered. While Bidders/Contractors have flexibility in determining the actual % discount(s) offered to the State, the discount(s) must be identified in 10 days or more for Payment Issuance Date. The State may use the prompt pay discounts submitted as a basis for selection and may negotiate discounts as deemed in the best interest of the State.

All discounts offered will be automatically deducted from payment when the issue date is within the specified number of days listed below and in accordance with the State's Prompt Payment Law. Payment days will be measured **from** the date goods are received and accepted/performance was completed OR the date an invoice is received by the Office of the DOA Controller, whichever is later **to** the date the payment is issued via ACH or mailed by the State Treasurer. The date of payment "issue" is the date a payment is considered "paid" not the date a payment is "received" by a vendor. Enter the Prompt Payment Discount percentage (%) off the invoice payment, for the available payment issue dates listed below. Note: Vendors are allowed up to three different prompt payment options. Example prompt payment options are:

5% - 10 Days 3% - 20 Days 1% - 25 Days

Discount %	Payment Issue Date Within	
%	10 Days	
%	15 Days	
%	20 Days	
%	25 Days	
By checking this box, we certify that we will not offer any Prompt Payment Discounts		

<u>ACH Payments/Supplier Portal:</u> Vendors are highly encouraged to enroll for ACH payments. This payment method will increase the prompt pay benefit since funds are paid directly to designated bank accounts, thus eliminating the delay of check clearance policies and traditional mail lead time. The form required for ACH enrollment can be found at http://controller.admin.ri.gov/Forms/index.php.

The State also highly encourages Vendors to use the RIFANS Supplier Portal which includes the functionality to electronically submit invoices against open Purchase Orders. This efficient invoicing method eliminates handling time, mailing expenses, and will further expedite the payment process. Information on the portal can be found at http://controller.admin.ri.gov/iSupplier/isup/index.php.

We will sign up for ACH payment. (please circle response)	Yes	No
We will utilize the State's Supplier Portal to electronically submit invoices. (please circle response)	Yes	No

Signature Date

All procurements requiring PPD shall include the following language: Prompt Payment Discounts ("PPD")

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.

Proposal Submission:

Please complete the <u>excel spreadsheet in the zip file provided on the website</u>. All submissions must include a CD ROM disk with the completed zip file on it. This CD ROM must have the offerors pricing included, and the CD ROM must be included with the bid package that is delivered to the address below.

Responses should be mailed or hand-delivered in a sealed envelope marked Services "CR-81: Street Sweeper and Vactor Repair (MPA 63)"

RI Department of Administration Division of Purchases, 2nd Floor One Capitol Hill Providence, RI 02908

Questions concerning this solicitation may be e-mailed to the Division of Purchases at <a href="mailed-emailed

to questions received, if any, will be posted on the internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

If technical assistance is required to download, call the Help Desk at 401-222-3766 or Lynda.moore@doit.ri.gov .

Offerors are encouraged to submit written questions to the Division of Purchases. No other contact with State parties regarding the continuous recruitment will be permitted unless expressly authorized by the Division of Purchases. Interested offerors may submit proposals to provide the services covered by this CR on or before the date and time listed on page (1) of this solicitation.