



## INVITATION TO BID

**SOLICITATION TITLE:** Whelen warning Lights and Accessories – MPA 566/CR-88

**SOLICITATION NUMBER:** 7598749

**INITIAL BID PROPOSAL SUBMISSION:** May 29, 2019 at **10:00 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) 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. Question period will remain open during recruitment period.

**BID BOND REQUIRED:**  NO  
 YES

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

**SPECIFICATIONS AND PLANS:**  
 YES ➔ See Electronic Solicitation Bidding Information.

**Continued onto next page**



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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:** Thursday, May 02, 2019

**Project Description:** Whelen Warning Lights and Accessories

**User Agency:** Multi Agency

**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 plans and specifications dated May 2, 2019 for the Project 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.*

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



**Solicitation 7598749**  
**Master Price Agreement #566 / CR-88**

The State of Rhode Island (the “State”), by and through its Division of Purchases (the “Division”) on behalf of all State agencies (“User Agencies”), solicits to retain one or more vendors to participate on a Master Continuous Recruitment (CR) list to provide Master Price Agreement (“MPA”) proposals from qualified vendors to Purchase, Supply & Install ***Whelen Warning Lights and Accessories*** for Police/ Law Enforcement Vehicles. Certain equipment is to be acquired by the vendor and shall be specific to the make, model, and year of the type of vehicle purchased.

The intent is to obtain the most cost-effective services for the State while maximizing the quality and level of service. The State is seeking qualified contractors to provide labor, materials, services, skills, supervision and necessary tools and equipment to perform all required tasks of this solicitation. Qualified vendors must have the capability to perform and complete the services in all respects in accordance with the solicitation documents.

This solicitation is being conducted under the State’s Continuous Recruitment (CR) process. A Continuous Recruitment is not an invitation for Bid. 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.

If awarded, the term of the CR contract shall commence on or about ***July 1, 2019 and expire May 31, 2024 with two (2) 12-month renewal options***, unless terminated, cancelled, by the Division. It is anticipated that a contract agreement will be awarded to multiple vendors.

Proposals may be submitted from initial submission deadline (*May 29, 2019 @ 10:00am*) until *May 31, 2022 at 10:00 am*.

✚ Potential Contract Term: June 1, 2019 to May 31, 2026  
✚ (inclusive of renewal fiscal years)

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 88 and will be subject to the same terms and conditions.

CR-88 vendors may be utilized by any State agency. In addition, CR-88 vendors may be utilized by quasi-public agencies, Rhode Island municipalities, and the Legislative and Judicial branches of State government at their own discretion. Placement of vendors on a CR 88 is no guarantee of future business. All ordering and billing shall be between the vendor and the user agency. Services are sought on an “as-needed” basis. Once need has been determined, utilization by the user agency will be based on a number of factors, including, but not limited to price, expertise, and availability.

It is anticipated that a price agreement will be awarded to multiple vendors.

The initial term of this CR will be for five (5) year. This work will be done on behalf of programs and projects associated with any of the State’s agencies, including municipalities, 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>.

It is envisioned that a price agreement will be awarded to one or more vendors. The specific scope of work will be determined by the needs of the using agency, as with any CR, a using agency would create its own release / direct purchase order specifying the items, quantities and pricing ordered, and would thus be responsible to finance the required services. No Vendor shall provide goods/services or begin work unless and until a valid Purchase Order approved by the Agency has been issued and received by Vendor. A Vendor will not be entitled to any payment for services rendered or work completed outside of this policy... There is no guarantee of any level of spending activity to a vendor or vendors selected for this CR.

Any contract award(s) resulting from this solicitation shall be subject to the State Purchases Act, R. I. Gen. Laws § 37-2-1, et seq., the Procurement Regulations and the General Conditions of Purchase, which are available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov), as well as the terms of this solicitation.

CR's can be utilized by any State Agency, and as a requirement of this solicitation, will also be made available to quasi-public organizations, Rhode Island municipalities, school districts, and the Legislative and Judicial Branches of Rhode Island government at their own discretion. The same offers, terms and conditions of service shall be offered to these organizations. Placement of a qualified firm(s) on a CR is no guarantee of usage. Services are sought on an "as-needed" basis.

## **INSTRUCTIONS AND NOTIFICATIONS TO OFFERORS:**

1. Potential vendors are advised to review all sections of this RFQ carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. All costs associated with developing or submitting a proposal in response to this RFQ, or to provide oral or written clarification of its content shall be borne by the vendor. The State assumes no responsibility for these costs.
3. Proposals are considered to be irrevocable for a period of not less than 120 days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
4. Proposals misdirected to other state locations, or which are otherwise not present in the Division at the time of opening for any cause will be determined to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the Division.
5. It is intended that an award pursuant to this RFQ will be made to a prime vendor, or prime vendors in the various categories, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered. Subcontracts are permitted, provided that their use is clearly indicated in the vendor's proposal and the subcontractor(s) to be used is identified in the proposal.
6. All proposals should include the vendor's FEIN or Social Security number as evidenced by an IRS Form W9, downloadable from the Division's website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).
7. The purchase of services under an award made pursuant to this RFQ will be contingent on the availability of funds.
8. Vendors are advised that all materials submitted to the Division for consideration in response to this RFQ shall be subject to the Rhode Island "Access to Public Records Act", R. I. Gen. Laws § 38-2-1, *et seq.* shall be without exception, and shall be available for public inspection upon request once an award has been made.

9. Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFQ.

10. In accordance with R.I. Gen. Laws § 7-1.2-140, no foreign corporation, (a corporation without a Rhode Island business address), shall have the right to transact business in the State until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040). This is a requirement only of the successful vendor(s).

### **Minimum Requirements:**

Whether the Vendor is providing a hosted catalog or a punch-out catalog, the Vendor agrees to meet the following requirements:

- a. Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Vendor is authorized to provide
- b. The accuracy of the catalog must be maintained by Vendor throughout the duration of the contract between the Vendor and the Contract Administrator; and
- c. The Catalog must include detailed product line item descriptions; and
- d. The Catalog must include pictures when possible;

### **Pricing:**

Revising Pricing and Product Offerings: Any revisions (whether an increase or decrease) to pricing or product/service offerings (new products, altered SKUs, etc.) must be pre-approved by the State Purchasing and shall be subject to any other applicable restrictions with respect to the frequency or amount of such revisions.

The resulting Contract will be the primary Statewide Contract used by Rhode Island State Agencies for the goods and services covered by the Contract. The Statewide Contract will also be available for use by other eligible entities. Vendors will be responsible for marketing their goods and/or services to Rhode Island Agencies and other eligible entities.

### **Bidder Qualifications**

To be considered for award bidders MUST meet or exceed all the requirements, specifications and terms of this solicitation. The State reserves the right to reject any bidder(s) that does not submit all the required and requested information within their proposal.

## **Company certifications and affiliations**

### **Authorized Distributor:**

**Bidder must be an authorized distributor for Whelen Products.** Submit with bid response authorization letter from Manufacturer award consideration. The State reserves the right to reject any bidder that does not provide the required information.

### **Company experience**

Bidders are requested submit on the "Bidder's Response Form" a brief description of their business background, providing the number of years in business and must include with their information an attached organization chart.

### **References and reference information and/or requirements**

At a minimum three references are required to be submitted with bid response from an institutional account, or from the largest customers in the New England Area if available.

### **Loaner Equipment**

If the time for warranty or service repairs will exceed the specified time, the Vendor shall provide equivalent loaner equipment upon request by the customer. Loaner equipment shall be provided at no cost, including shipment to the customer's location and return of loaner equipment to the Vendor.

### **Volume purchase discounts**

A bidder is encouraged to offer a volume purchase discount percentage (%) off based upon the total dollar size or a total quantity size for an order with one delivery location.

*Special Offers* - Bidders **MUST** extend manufacturer's special offers such as but not limited to: rebates, special promotional programs, manufacturing, distribution and/or raw materials. Percent off discounts do not include any special manufacturer educational discounts. If applicable, discounts should be made available and identified to the procuring Departments.

*Repairs & Services and Installation* - Bidders shall comply with the following provisions in providing service and warranty:

- The bidder will be located within the State of Rhode Island **or not to exceed 100-mile radius of Rhode Island borders.**
- Bidders must provide warranty on all service performed and, on all items, purchased under this bid.

*For New Vehicle Purchased -*

Upon request the State reserves the right to request vendor to drop ship vehicle(s) to an Emergency Package Vendor (up-fitter). To insure quality levels of installation services to new vehicles Bidders must be authorized drop-ship centers for Ford, Dodge & General Motors and offer EVT certified technicians.

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 awardee dealer to allow delivery directly from manufacture.

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. No cruisers are to be driven unless expressed permission is given by the owner.

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 be 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.

***✚ Pricing for Upfit of New Vehicles (dropped-shipped from manufacturer) will be invoiced separately.***

*Warranty/Repairs and Services* - To maintain operational performance during the warranty period the vendor shall be responsible for providing a loaner equal to the purchased item, until it is replaced or returned in satisfactory condition, in circumstances where the item is contingent to the buying Agency's operation. The vendor will further agree to replace the same, at no cost to the buying Agency for labor or materials, if said item fails to meet said specifications within one year after installation. If, after three (3) service calls for the same fault, the item cannot be returned to full operations, then the item will be replaced by the contractor at no cost to the buying Agency. The buying Agency shall **NOT** be responsible at any time during the warranty period for pickup and delivery.

*SUBCONTRACTORS* - Subcontractors may be utilized to perform portions of the work outlined in this offering. If a firm intends to utilize subcontractors, the firm must identify, in their response, and provide the following information concerning each subcontractor:

1. Complete name of subcontractor;
2. Complete address of subcontractor;



3. Complete point of contact information for subcontractor;
4. Type of work the subcontractor will be providing;

### **Manufacturer's Specifications**

Any products furnished as a result of this Contract must meet the following:

The products specified herein shall conform to best commercial standards and be manufactured only using first quality materials. Installation of all equipment and electrical shall be in accordance with industry standards and must be tested and approved by customer prior to delivery of completed vehicle.

### **Contract Pricing**

Pricing for this Contract will be a Percentage (%) Discount from the Manufacturer's Suggested Retail Price (MSRP).

The Bidder shall provide a Manufacturer's MSRP List with a Date and Catalog # and a percentage (%) discount to be applied to the list price.

The percentage (%) discount offered must remain firm or increase. Any decrease in the percentage (%) discount must be submitted in writing to the State Purchasing Buyer no less than thirty (30) days before requested start and must be accepted in by State Purchasing. Documentation supporting a price list increase/% decrease must be included.

- + Provide Hourly Rate for Installations and/or removals, as may be required (during normal business hours). \$\_\_\_\_\_**

*(Rate adjustment will be allowed one time for each additional year after initial contract commencement).*

- + Provide discount from manufactures list price for any unspecific/miscellaneous parts/items, % Off List\_\_\_\_\_**

*End.*