

# Notice of Contract Purchase Agreement



State Of Rhode Island and Providence Plantations  
Department of Administration  
Division of Purchases  
One Capitol Hill  
Providence, RI 02908-5860

<b>V E N D O R</b>	<b>HUDSON MOTORS PARTNERSHIP DBA HUDSON TOYOTA/NISSAN/CJD 585 ROUTE 440 JERSEY CITY, NJ 07304 United States</b>
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<b>S H I P  T O</b>	<b>MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States</b>
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<b>PASSENGER VEHICLES - MPA 563</b>	
Award Number	<b>3602302</b>
Revision Number	<b>0</b>
Effective Period	<b>01-MAR-2019 - 31-JAN-2024</b>
Approved PO Date	<b>15-MAR-2019</b>
Vendor Number	<b>42819-iSupplier</b>

Type of Requisition	<b>*OTHER</b>
Requisition Number	<b>N/A</b>
Change Order Requisition Number	
Solicitation Number	<b>7597636</b>
Freight	<b>Paid</b>
Payment Terms	<b>NET 30</b>
Buyer	<b>- Mosca, Gary</b>
Requester Name	
Work Telephone	

This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's purchasing regulations, available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

Contract Period: 3/1/19 - 1/31/24  
With two (2), one (1) year renewal options.

Master Price Agreement (MPA) 563

Vendors to provide a comprehensive range of passenger vehicles to meet the needs of various Agencies.

Requirements of this contract are in accordance with Purchase Order specifications herein, specifications and documents of Public Solicitation 7597636 and the States Purchasing Regulations and General Conditions of Purchasing.

There are base vehicles available for purchase, as well as the ability to purchase accessories, additonal equipment, options OME and non- OME equipment and aftermarket upfits. Solicitation 7597636 has a mini-bid feature so that the User Agency can purchase any specific vehicle through a qualified Dealer on contract, or quote a type (i.e. sedan, SUV, etc....) across multiple dealers.

## INVOICE TO

The State of Rhode Island accepts electronic invoices via its supplier portal. To register and submit electronic invoices, visit the supplier portal at <http://controller.admin.ri.gov/iSupplier/isup/index.php>

To submit paper invoices, mail to: Department of Administration Controller, One Capitol Hill, 4th Floor, Providence 02908.

## STATE PURCHASING AGENT

Nancy R. McIntyre

**Pricing:**

Master Price Agreement pricing sheet includes vehicle information and base price. Base price vehicle does not include any additional options. Accessory % and discounts will apply for each individual vehicle.

**Supplier Contact:**

John Himmelman


Ph: 732-216-7094

Email: [jhimmelman@penskeautomotive.com](mailto:jhimmelman@penskeautomotive.com)

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**STATE PURCHASING AGENT**

Nancy R. McIntyre

**Contract Terms and Conditions**

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## **Terms and Conditions**

### **PURCHASE ORDER STANDARD TERMS AND CONDITIONS**

#### **TERMS AND CONDITIONS FOR THIS PURCHASE ORDER**

#### **MPA BID AWARD (STATEWIDE APPLICABILITY)**

STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

#### **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.

#### **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.

#### **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](http://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.

For all Purchase Orders issued on behalf of the University of Rhode Island, Community College of Rhode Island, and Rhode Island College, vendors will receive a confirming order from the respective entity prior to proceeding.

**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.

Quote Date:	8/30/2019
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Quote Number:	
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Order by Date:	
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Use one quote form per speed out vehicle. Only multiples of the same speed out vehicle can be included in each form. For options/upfits/transferred equip., each line item must be fully populated.

AGENCY INFORMATION	
Agency:	Town of East Greenwich, RI
Person submitting request:	Peter Bamberry
Department Name:	Public Works
Address:	111 Peirce Street, East Greenwich, RI 02818
Contact Name:	Peter Bamberry
Phone:	401-886-8624
Email:	<a href="mailto:pbamberry@eastgreenwichri.com">pbamberry@eastgreenwichri.com</a>
Unit Code (Billing):	

VENDOR INFORMATION	
Vendor Name:	HUDSON MOTORS PARTNERSHIP
Address:	585 ROUTE 440, JERSEY CITY, NJ 07305
Contact Name:	JOHN HIMMELMAN
Phone:	732.216.7094
Email:	<a href="mailto:JHIMMELMAN@PENSKEAUTOMOTIVE.COM">JHIMMELMAN@PENSKEAUTOMOTIVE.COM</a>
Vehicle Coming From (check one box):	<input checked="" type="checkbox"/> Dealer Inventory/Stock <input type="checkbox"/> Factory Order <input type="checkbox"/> Already on order for dealer inventory

VEHICLE INFORMATION			
Vehicle #:		Exterior Color:	Classic Silver Metallic
Year:	2020	Interior Color:	Black Fabric
Make:	Toyota	Engine (as quoted):	1.8L
Model:	Prius Prime	Cylinders:	4
Trim Level:	LE	Primary Fuel Type:	Electric
Body Code:	1235	Secondary Fuel Type:	Gas/Hybrid
Vehicle Quantity:	1	Contract Base Vehicle Price:	\$ 24,444.00

ADDED FACTORY OPTIONS AND PACKAGES (PER VEHICLE)						
Quantity per Vehicle:	Factory Code:	Description:	MSRP:	Discount %:	Contract Unit Price:	Total Per Vehicle:
1	WL	Alloy Wheel Locks	\$65.00	10%	\$58.50	\$58.50
1	2T	All-Weather Floor Liner Package	\$259.00	10%	\$233.10	\$233.10
Factory Options Total (per vehicle):						\$291.60

QUOTE FORM SUMMARY			
Vehicle Leadtime to Dealer:		Factory Options (per vehicle):	\$291.60
Upfit/Equip. Work Leadtime at Dealer:		Accessories/Upfit (per vehicle) from back:	\$0.00
TOTAL Order to Delivery Leadtime		Transferred Equipment (per vehicle) from back:	\$0.00
Trade-in Information		Contract Base Vehicle Price:	\$24,444.00
		Trade in value:	\$0.00
		Additional Incentives:	\$0.00
TOTAL COST PER VEHICLE (including all add-ons):			\$24,735.60
VEHICLE QUANTITY:			0