



2020 OR NEWER VEHICLES ANNUAL

NOTICE OF AWARDS

Buyer: Scott Nelson (006) Phone: 605-773-4275 Fax: 605-773-4840

Email: Scott.Nelson@state.sd.us

Date: September 13, 2021

- 1. <u>Contract Term:</u> This notice establishes contract(s) resulting from Solicitation # 2468 for a period of one year, from October 1, 2021 through September 30, 2022. The Solicitation and the vendor's response, along with the South Dakota Vendor's Manual are made part of the vendor's contract by this reference. The State shall have the option, at the State's sole discretion, to extend the contract(s) resulting from this Solicitation for an additional two (2) months past the original contract expiration date. The State may renew this contract for up to four (4) additional one (1) year periods. Notice shall be given by the State to the vendor at least 60 days prior to the termination of the contract, and the vendor shall agree to such extension within 30 days thereafter, before such extension period shall become effective.
- 2. <u>Pricing:</u> All prices quoted in the referenced proposal are firm for the term of this contract. Price decreases are acceptable on invoice(s) presented for payment. If the open market price of a specific contract item is under the vendor's price, the State reserves the right to purchase the lower priced product.
- 3. <u>Delivery:</u> The contractor shall furnish and deliver all the awarded items of supplies, equipment, and commodities enumerated in the schedules and specifications, at the price and according to the terms and conditions, and of the kind, quality, and amounts and at the times specified in the schedules and specifications. The supplies, equipment and commodities shall be delivered to the Director of the Office of Procurement Management or to such State Department or State agency as he shall direct, and such delivery shall be made with delivery charges as per the chart on page 3.
- **4.** All orders shall be shipped F.O.B. destination with delivery charges added according to the delivery chart on page 3. Deliveries shall be made at such time, place and in such quantities as shown on the Purchase Order. All items in common usage are to be shipped within 90-120 days from the date of purchase order. An additional 30 days will be allowed for back-ordered items when notification is given, in writing, to the ordering agency that the items are not available for immediate delivery.
- 5. Restriction of Boycott of Israel: For contractors, vendors, suppliers, or subcontractors with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by submitting a response to this solicitation or agreeing to contract with the State, the bidder certifies and agrees that the following information is correct:

The bidder in preparing its response in considering bids submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of the bid, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel or its territories, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid submitted by the bidder on this project and terminate any contract awarded based on the bid. The successful bidder further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

- 6. The contracts listed under this Notice of Awards have been established directly for state agencies. Local government agencies may adopt these contracts if the contracted vendor agrees to offer the same terms and conditions to the local government agency. Any purchase made by a local government agency is an independent agreement/contract that is solely between them and the vendor. The Office of Procurement Management is not responsible for purchases made by local government agencies therefore the Office of Procurement Management will not lend assistance regarding issues between the vendor and the local government agency.
- 7. All delivery tickets, invoices and statements shall show the purchase order number, brand or trade name and State Item Number when applicable as shown in this contract. Invoices must be submitted in duplicate to the State Agency ordering the merchandise. <u>DO NOT SUBMIT STATEMENTS OR INVOICES TO THE OFFICE OF PROCUREMENT MANAGEMENT AS IT ONLY DELAYS PAYMENT.</u>

Steven L. Berg, Director Office of Procurement Management

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CONTRACTORS

BEADLE SALES

PO Box 130 Bowdle, SD 57428 Contact: Melissa Larson Phone: 218-998-8865

Email: mlarson@nelsonfleet.com

Vendor #: 12034303-01 **CONTRACT # 17614**

IVERSON AUTOMOTIVE

600 South Burr Mitchell, SD 57301 Contact: Kevin Flemmer Phone: 605-996-5683

Email: kevinf@iversonauto.com

Vendor #: 12032710 CONTRACT #: 17617

WEGNER AUTO CO.

331 E. Sioux Pierre, SD 57501 Contact: Andy Binegar Phone: 605-224-9900

Email: Andy@wegnerauto.com

Vendor #: 12031818 **CONTRACT # 17620** **BECK MOTORS, INC.**

PO Box 729 Pierre, SD 57501 Contact: Trace Beck Phone: 605-224-5912

Email: Trace.Beck@Beckmtr.com

Vendor #: 12032416 **CONTRACT # 17615**

LAMB CHEVROLET

PO Box 27 Onida, SD 57564 Contact: Dan Lamb Phone: 605-258-2661

Email: lambchev@venturecomm.net Email:

Vendor #: 12037702 **CONTRACT # 17618** **BOYER FORD**

2101 E. Benson Road Sioux Falls, SD 57104 Contact: Kevin Deschepper Phone: 605-336-6100

Email:

kdeschepper@boyertrucks.com

Vendor #: 12048868 **CONTRACT # 17616**

LAMB MOTOR CO.

PO Box 48 Onida, SD 57564 Contact: Joey Lamb Phone: 605-258-2627

lambmotor@venturecomm.net

Vendor #: 12052151 **CONTRACT # 17619**

Freight/Delivery Rates:

Freight/delivery charges are for State of South Dakota vehicles only.

All vehicle awards will be based on delivery to Pierre, South Dakota. Include delivery to Pierre in your base price. Below please enter any additional charges/deductions for delivery to the listed locations:

DELIVERY	Beadle Sales	Beck Motors	Boyer Ford	Iverson Auto	Lamb Chevrolet	Lamb Motors	Wegner Auto
Aberdeen	\$300	\$250	\$240	\$200	\$295	\$275	\$250
Mitchell	\$300	\$250	\$80	\$0	\$275	\$275	\$250
Rapid City	\$350	\$250	\$300	\$300	\$275	\$275	\$250
Sioux Falls	\$350	\$250	\$40	\$100	\$275	\$275	\$250

GENERAL SPECIFICATIONS

Prior to delivery, the selling dealer will notify the pre-delivery dealer and the ordering agency of the date the vehicle(s) will arrive at the shipping destination. The dealer will also furnish to the ordering agency the statement of origin and application for title. Invoices must be prepared in duplicate and furnished in accordance with the information shown on the purchase order. The dealer must furnish a paper plate license for each new car. Vehicle being bid must be new and the latest production model with all standard equipment and as specified below and all safety equipment required by Federal and State laws or advertised as standard equipment.

The selling dealer will notify and make arrangements with the pre-delivery dealer for all equipment that is not of standard manufacture (spotlights and trailer hitches) to be installed by the pre-delivery dealer.

All vehicles in above referenced classes will be delivered via transport truck to the dealership. The selling dealer or predelivery dealer will be responsible for delivery of units to the receiving agency. The selling dealer may pre-deliver the units without the use of a pre-delivery dealer.

The pre-delivery dealer or selling dealer will perform a pre-delivery inspection check list and an odometer certificate for each vehicle. Pre-delivery does not include front-end alignment except as provided on the check list.

The pre-delivery dealer or selling dealer will be required to provide a minimum of 5 gallons of fuel for each vehicle at the time of delivery at the specified delivery location. All fuel costs are to be allowed under the terms of the contract. The pre-delivery dealer or selling dealer will notify the ordering agency and deliver the vehicle to the agency destination.

Arrangements for any pre-delivery charges will be made between the selling dealer and the pre-delivery dealer. <u>Any</u> such charges will be included in the bid price of the vehicle. No additional charges will be authorized.

All vehicles must be delivered clean and free of debris, dirt, insects, etc. at the final delivery point.

All vehicles shall include a five (5) year / 100,000 mile Drive Train warranty.

Warranty documents must be completed by the pre-delivery dealer. The pre-delivery dealer must notify the State Agency, and location on manufacturer's warranty record, to assure that defect or "call back" notices will be mailed to the agency where vehicles are domiciled.

The bidder may be required to provide a list of locations within South Dakota from which warranty work will be administered.

A purchase order(s) will be issued to the selling dealer for vehicles delivered to their location. Invoices in duplicate for pre-delivery service will be furnished in accordance with information shown on the purchase order.

If a vehicle or vehicle class is bid that has the availability of an E-85 Flex Fuel engine it is required to be listed as Standard or an Option. If it is listed as an option, the cost difference must be listed. "Contact Dealer for Pricing" will not be accepted.

All towing packages to include the receiving hitch, wiring harness and plug.

Spare tools, fill tube, and fill kit are required on all \(^3\)4 ton box delete options.

All vehicles to have the following unless otherwise specified:

Battery: MFG. Standard
Paint: MFG. Standard Color
Upholstery: MFG. Standard

Air Bag: Driver Side or Passive Restraints

The names of truck cab configurations vary between manufacturers; therefore, the State will classify cab configurations in following three categories:

Regular Cab: Any standard size cab.

Extended Cab: The following cabs; Quad Cab, Extended Cab, SuperCab, Access Cab, Double Cab, King Cab. Crew Cab (4 full size doors with maximum rear interior space per model): The following cabs; Mega Cab, Crew Cab, SuperCrew, Crew Max.

- All units on this formal solicitation are to be bid and delivered in accordance with specifications and procedures outlined for 2022 or newer model year vehicles.
- Unless otherwise specified, all equipment and accessories are to be factory engineered and installed.
- All units in classes are F.O.B. destination. All other specifications are hereby made a part of this formal solicitation.
- Please list the MAKE, MODEL, TYPE, AND DELIVERY DATE offered for each item. All Vehicles bid by Dealers
 must list the Model that is being bid: (Examples: WT, LS, LT, S, SE, SEL, LTD, XLT, SXT, Summit, Laredo, etc.). A
 list of all colors available for the model unit bid must be sent along with the dealers bid package).
- All wheel rims shall be standard to permit use of tubeless or tube type tires unless specified otherwise.
- Grill Guards are being requested as options on the pickup and cab chassis trucks. The following brands are deemed
 acceptable: Go Rhino, Ranch Hand, Tough Country, ProMaxx Automotive, Frontier Truck Gear, SteelCraft,
 Broadfeet, Tuff-Bar, TrailFX, and Westin. These brands are listed for the purpose of describing the standard of
 quality, performance, and characteristics desired and not intended to limit competition. Bidder may offer any
 equivalent brand.
- All interior colors shall harmonize. Vinyl interior not acceptable.
- All air-conditioned units must have tinted glass in all windows.
- All interior floor areas manufacturers standard or as specified. Trunk areas will be covered.
- TIRES: Unless otherwise specified, all vehicles shall have tires that are rated to perform up to the vehicle GVW.
- Dealer decals will not be allowed on State purchased vehicles. If the dealer does install a decal, the dealer shall assume the responsibility of removing the decal, filling the holes and repainting the damaged area.
- All vehicles must include front and rear license plate brackets.
- Fleet Management must be notified of all vehicle deliveries regardless of ordering agency (HP vehicles excluded).
 Fleet Management and the ordering agency shall be provided the VIN Number, Color, and Key Code at least 7 10 days prior to actual delivery.
- No deliveries will be accepted after 3:00 PM Central Time.
- Please indicate on the bid documents any differences for the vehicle being bid from the specifications. (EXAMPLE: spec indicates a 3.6 liter minimum engine. Vehicle being bid is a 4.0 liter engine. This would meet the specification but the vendor needs to indicate that the vehicle comes with a 4.0 liter engine by simply marking out the 3.6 and writing in the 4.0 engine on the bid submittal document.)

• PAYMENT: The State of South Dakota will issue a warrant for payment of the vehicle(s) within 45 days from the date of delivery and acceptance of the vehicle by a State Agency. If the vehicle has a deficiency and does not meet specifications, payment will be held up until the deficiency is corrected. Local Governments (Cities, Counties, School Districts, etc.) must make arrangements with selling dealer on payment terms and conditions prior to ordering vehicles from the State of South Dakota contract. The selling dealer may decline to sell a vehicle to local governments if satisfactory payment terms and conditions are not acceptable.

VEHICLE PURCHASE ORDER PENALTY CLAUSE

A penalty of \$500.00 per vehicle per month may be assessed for each month that the delivery exceeds 120 calendar days from the receipt of purchase order.

SERVICE FOR HIGHWAY PATROL VEHICLES

For highway patrol vehicles requiring service, the initial appointment and diagnosis is to be completed within 3 business days of initial contact made at the dealership. The repair is to be completed within 10 calendar days of initial appointment unless otherwise agreed upon by the agency and servicing dealer.

AGENCY RESPONSIBILITIES

Three (3) State of South Dakota check lists will be provided to the ordering agency for each unit. One completed copy will be retained by the pre-delivery dealer to attach to the invoice as proof of inspection. One copy will remain with the vehicle in the glove box. This copy will be sent to Fleet Management Motor Pool. One copy will be forwarded to ordering agency for their files.

RE-CHECK OF PRE-DELIVERY INSPECTION:

Agencies will be allowed to return the vehicle to the pre-delivery dealer for a re-check according to the pre-delivery check list.

Agency personnel will note all deficiencies that require correction on the check list. Deficiencies not checked WILL NOT be corrected.

Agencies must have the unit in service for 500 miles (not including delivery miles), or 10 days, before returning the unit for deficiency correction. No charges will be made by the pre-delivery dealer for any check list corrections, however, do not expect this service to continue beyond the number of days specified. Any correction of check list deficiencies after 20 days will be at agency expense.

LAMB MOTORS FORD F150 RESPONDER PURSUIT RATED CONTRACT #: 17619

Engine, 3.5L with eco-boost, minimum 364 horsepower

Four Wheel Drive

Leaf Spring rear suspension, no coil springs

Transmission, Automatic

Electronic/Traction Stability Control

1400-pound payload capacity

143.5" wheelbase

170-amp alternator

Power Door Locks

Brakes - ABS

Power Windows

Radio, AM/FM with auxiliary audio/USB Port

Bluetooth Capability

Backup Camera

Air Conditioning/Heat

Air Bags, Side Impact

Bumper, Rear Step

Cruise Control/Tilt

4 full opening doors (no "suicide" doors on rear)

Floor Covering, Rubber

Dark tinted glass

Guard, Skid Plate Package - Manufacturer's Standard

Engine Oil Cooler

Power Heated Mirrors

Seats, Cloth, Front Bucket (no console), power adjustable driver's seat

Seat Bench Type, Second, foldup

Rear Window Defrost

Wiper, Multiple Speed

Police Dome Light, Headliner mounted auxiliary with Red and White illumination (factory

installed)

Standard Colors are Silver, Black, White, & Gray

Factory Freight

Locking differential

LT275/65R18 OWL (A/T) Tires

Power remote mirrors

Electronic push button or dial controlled, dash mounted, four-wheel drive control

Minimum of 2 keys with keyless entry

Delivery 60 - 240 days

Base Cost \$35,701