



North Dakota State Procurement Office

Office of Management & Budget, Central Services Division

14th Floor Capitol Tower, 600 East Boulevard Ave Dept 012

Bismarck, ND 58505-0310

Telephone: (701) 328-2683 Fax: (701) 328-1615

Contract Information

Term Contract Name:	Hometown Trolley Villager
Term Contract Number:	388

Contractors Information

Contractor Name:	Hometown Manufacturing 750 Industrial Parkway Crandon, WI 54520
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Please contact the appropriate contact for your Purchasing Agency needs.

TERMS AND CONDITIONS

Cooperative Purchasing. This contract is a cooperative purchasing contract established pursuant to North Dakota Century Code (NDCC) sections 54-44.4-13. This contract is made available to state entities, institutions under the jurisdiction of the State Board of Higher Education, other government entities (including counties, cities, townships, public primary and secondary educational entities, governmental boards and commissions), nonprofit entities established on behalf of public entities, tribal agencies, transportation providers under N.D.C.C. chapter 39-04.2, and the International Peace Garden. Participation in this open-ended contract is not mandated; therefore, the estimated volume of this contract is not known.

Delivery and Orders.

- a. Order Acknowledgment. Dealer Order Receipt Acknowledgement (w/reference to P.O. Number) or similar document shall be furnished within 15 days to the purchasing agency or to the cooperative purchasing entity
- b. Delivery must be made within 180 - 300 days after the contractor receives an order from the Purchasing Agency or entity by issuance of a purchase order or use of a purchasing card.
- c. CONTRACTOR shall provide on-site training if requested.
- d. Confirmation of After Receipt of Order delivery lead time is required and listed in Exhibits A and B.
- e. Vehicle(s) will not be considered delivered if they have arrived in a condition that does not meet the specifications listed in section 1 (Scope of Work) of this Contract.
- f. If delivery requirements cannot be met within the specified time, the bidder must notify the Purchasing Agency or entity promptly by telephone with a follow-up by email or mail of the delay and the approximate date delivery may be expected. Repeated delivery delays may be considered as failure to deliver.

F.O.B. Point and Freight. Delivery and passage of title under this contract shall be as follows:

- a. Delivery will be F.O.B. Destination to the various locations in North Dakota. The freight is to be included in the price of the products.

- b. Title will pass to Purchasing Agency or entity upon delivery to the specified destination.
- c. Vehicle(s) shall be delivered, with a reasonably full tank of gasoline.

Delivery Documents. The following documents are required at time of delivery :

- a. Certificate of origin (MCO)
- b. Dealer Invoice (with contract pricing)
- c. Damage Disclosure
- d. Manuals – All manuals providing parts information, operating instructions, and electrical schematics for the vehicle(s) and the lift or ramp equipment shall be delivered with each unit; and all warranty information and registrations shall be completely filled out and presented at time of delivery.

Inspection: Upon Delivery. Vehicle(s) will not be considered delivered if they have arrived in a condition that does not meet the specifications and ordered options. Vehicle(s) shall be delivered to various locations throughout North Dakota, with a full tank of gasoline and a title. Acceptance and payments for the vehicle(s) will not be made until the vehicle(s) have passed delivery inspection by the ordering entity.

Dealer Contract Representative and In-State Warranty Service Location. The contractor must provide a dealer contact representative to provide support, service, required warranty in-state warranty service, and the ordering contact for this contract.

- Required dealer contact representative information and in-state warranty service location must be completed in the provided response lines on the Attachment 3 - Bid Response Worksheet.

During the contract period, the contractor shall notify the State Procurement Office within 10 days of a change in the dealer contract representative or in-state warranty service location. Failure to notify of changes may result in termination of the contract and debarment.

Payment Terms. Payment will normally be made within thirty days after delivery and acceptance of commodities or services under this contract and receipt of a correct invoice. All invoices and payment inquiries must be directed to the Purchasing Agency or Entity.

Payment:

- a. Payment made in accordance with this Compensation section shall constitute payment in full for the services and work performed and the deliverables and work(s) provided under this Contract and CONTRACTOR shall not receive any additional compensation hereunder.
- b. STATE shall make payment under this Contract within forty five (45) calendar days after receipt of a correct invoice.
- c. Payment of an invoice by STATE will not prejudice STATE's right to object to or question that or any other invoice or matter in relation thereto. CONTRACTOR's invoice will be subject to reduction for amounts included in any invoice or payment made which are determined by STATE, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute allowable costs. At STATE's sole discretion, all payments shall be subject to reduction for amounts equal to prior overpayments to CONTRACTOR.
- d. For any amounts that are or will become due and payable to STATE by CONTRACTOR, STATE reserves the right to deduct the amount owed from payments that are or will become due and payable to CONTRACTOR under this Contract.

Model Year Changes:

If there is a model year change over the course of the Contract period, CONTRACTOR must send a written request for a change by letter or email to the STATE contact listed in Section 21 (NOTICE) of this Contract.

- a. The Contract change request must identify all vehicle specification changes between the

previously awarded model year and the proposed model year.

- b. Upon receipt of the Contract change request, the STATE reserves the right to review within 30 days, and may agree to cancel the awarded vehicle by issuance of an amendment to the Contract.
- c. Awarded vehicle Contract changes will become effective as set forth in a written amendment to the Contract upon execution by both parties.

Pricing, Firm-Fixed with Adjustment Provisions:

The total price listed for Exhibits A thru F are to include all discounts and deductions, and is to be less federal and state taxes, for which exemption certificates will be furnished upon request. Pricing shall be firm for the first sixty (60) days of the contract period, or less if agreed upon by both parties through written amendment, after which time CONTRACTOR may submit a request for a price increase to the STATE contact listed in Section 21 (NOTICE) of this Contract.

SPECIFICATIONS, PRICING, FLOOR PLANS, & WARRANTY SERVICE CENTERS

- 1. Exhibit A – 178WB 22 Passenger - \$170,956.00**
- 2. Exhibit B – 190WB 24 Passenger- \$173,456.00**
- 3. Exhibit C- 208WB 32 Passenger- \$175, 356.00**
- 4. Exhibit D – 228WB 34 Passenger- \$177,556.00**
- 5. Exhibit E- 242WB 38 Passenger- \$219,522.00**
- 6. Exhibit F- Villager Model and Options**