



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: | Police Vehicles |
| Term Contract Number: | 376 |
| Contract Period: | 10/01/2017 thru 09/30/2018 |
| Contract Administrator: | Jamie Bostyan |
| Phone Number: | 701-328-4912 |
| Fax Number: | 701-328-1615 |

Contractor Information

| | |
|------------------------------------|--|
| Contractor Name: | Nelson Auto Center 2228 College Way Fergus Falls, MN 56538 |
| Service Representative: | Sue Kugler |
| Toll Free Telephone Number: | 800-477-3013 |
| Telephone Number: | 218-998-8864 |
| Fax Number: | 218-998-8810 |
| Email Address: | skugler@NelsonFleet.com |

TERMS AND CONDITIONS

Delivery. The contractor must deliver commodities and services by the required time. If after receiving the order, the contractor learns that the delivery requirements cannot be met, the contractor must immediately notify ND State Fleet or the Purchasing Entity or State Agency by telephone or by e-mail or mail of the delay and the approximate date delivery may be expected.

- Delivery must be made within 90-120 days after the contractor receives an order from the Purchasing Agency or Cooperative Entity.

F.O.B. Point and Freight. Delivery and passage of title under this contract shall be as follows: Delivery will be F.O.B. Destination to the location specified on the Bid Cost Response section of the solicitation. The freight is to be included in the price of the products. Title will pass to Purchasing Agency or entity upon delivery to the specified destination.

Pricing. Pricing under this contract shall be as follows:

Pricing, Firm-Fixed with Adjustment Provisions. The total bid price is 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 60 days of the contract period, after which time the contractor may submit a request for a price increase to the Procurement Officer.

- **Pricing Changes/model year change.** If during this contract period there is a model year change by the (OEM) manufacturer or additional costs are incurred by the contractor from their 3rd party, the Contractor must send a written request for a change by letter or email to the State contract administrator.
- This request for a price increase or decrease must include a copy of the (OEM) manufacturer's official

notice or other evidence that the increase or decrease is applicable to all customers.

- Upon receipt of the contract price change request, the State reserves the right to accept or reject within 30 days. The price change request, if agreeable to State, will become effective as set forth in a written amendment to the contract upon execution by both parties. If State does not accept the price change the awarded vehicle may be cancelled by amendment to the contract.
- If State accepts the awarded vehicle contract price change request, the dealer shall supply the new model year at the amended price for the remainder of the awarded contract period.
- All vehicle shipments are to be billed at prices in effect at the time of the order, not the date the shipment is made.

Cooperative Purchasing Contract. 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.

DOCUMENTS THAT MUST BE FURNISHED AT TIME OF DELIVERY TO A COOPERATIVE PURCHASING ENTITY:

- Certificate of origin (MCO)
- Dealer Invoice (with contract pricing)
- Damage Disclosure

The following must accompany the vehicle when it is delivered:

- Warranty, warranty book and identification plate (if needed)
- Key number

PRICING

| Item No. | Spec. No. | Description - Make/Model | Each Price | Vendor |
|----------------|-----------|---|------------|--------------------|
| SSP7-1 | | 2018 Ford Sedan Police Interceptor | | |
| 1. | Bismarck | | \$25,873 | Nelson Auto Center |
| SSP7-2 | | 2018 Ford Expedition SSV | | |
| 2. | Bismarck | | \$39,926 | Nelson Auto Center |
| SSP7-4 | | 2018 Dodge Charger Pursuit | | |
| 3. | Bismarck | | \$24,036 | Nelson Auto Center |
| SSP7-7 | | 2018 Ford Utility Police Interceptor | | |
| 4. | Bismarck | | \$28,732 | Nelson Auto Center |
| SSP7-8 | | 2018 Ford F-250 | | |
| 5. | Bismarck | | \$34,232 | Nelson Auto Center |
| SSP7-10 | | 2018 RAM 1500 SSV | | |
| 6. | Bismarck | | \$28,352 | Nelson Auto Center |
| SSP7-11 | | 2018 Ford F-150 Police Responder | | |
| 7. | Bismarck | | \$34,972 | Nelson Auto Center |