

Specifications
for
Statewide Fleet Vehicle Purchases for
SWC209 - Vehicles
RFI 32110-12818
State of Tennessee
Department of General Services
Central Procurement Office

Section One: General Solicitation Instructions

1.1 Purpose

The State of Tennessee (the “State”) is seeking to award one or more contracts (“Contract”) for fleet vehicles to vehicle dealers responding (“Contractors”) to this Invitation to Bid (“ITB”). Each Contract awarded pursuant to this ITB shall be for the benefit of all State agencies, local governmental units within the geographic limits of the State of Tennessee, any private nonprofit institution of higher education chartered in Tennessee, and any corporation that is exempted from taxation under 26 U.S.C. Section 501(c) (3) as amended and which contracts with the Department of Mental Health and Substance Abuse Service to provide services to the public (Tenn. Code Ann. § 33-2-1001) (each of which is, individually, an “Authorized User” as the context requires). State agency Authorized Users will be required to use the Contract awarded pursuant to this ITB while this Contract will be voluntary for other Authorized Users. Contractors awarded a Contract pursuant to this ITB shall furnish the specified vehicles to all Authorized Users at the same price and under the same terms and conditions.

The State invites all dealerships, in association with their manufacturer, to extend their most favorable fleet pricing to the State and any other Authorized User. The State will only consider for Contract award those bids from **Contractors with five (5) or more years’ experience in government fleet purchases**. Contractors must have the ability to perform service and maintenance on every vehicle for each group for which they are responding. The State will award up to three separate contracts to the lowest responsive and responsible **contractors** per manufacturer to this ITB.

1.2 Key Outcomes

By awarding one or more Contracts pursuant to this ITB, the State seeks to accomplish the following:

1. To establish a comprehensive, cost effective program for the acquisition of fleet vehicles;
2. To establish a broad network of dealerships, representing a broad spectrum of vehicle manufacturers, able to meet State needs for fleet vehicles, and;
3. To simplify pricing and Contract terms to drive cost savings for fleet vehicle acquisition.

1.3 Scope

This ITB covers all 2024 manufacturer model year vehicles including alternative fuel vehicles currently under production or that will be placed into production by manufacturers under each manufacturer’s fleet program. All dealerships associated with these manufacturers are invited to respond to this ITB.

Vehicles covered by this ITB, and any resulting Contract, shall include compact, midsize, and full size sedans, police interceptor/pursuit and SSV vehicles, Class 1 through Class 7 trucks (light and heavy-duty trucks), vans up to 1 ton, SUV’s, and other models normally sold by each Contractor. This ITB includes Hybrids, Electrics, Flex Fuel Vehicles (FFV), Diesels, Compressed Natural Gas vehicles (CNG) and other Alternative Fuel Vehicles (AFV). This ITB does not include buses or class 8 trucks. This ITB and any subsequent Contract awarded pursuant to this ITB are for vehicle purchases only. Leasing of vehicles is outside the scope of this ITB.

1.4 Contract Award

The State will award up to three separate contracts to the lowest responsive and responsible contractors per manufacturer to this ITB. (See Special Terms and Conditions, 2.1. Multiple Awards- Per Manufacturer). No Luxury or Sport Vehicles or Features will be considered or permitted. Examples of vehicles that the State considers to be luxury or sport vehicles include:

1. Acura, Alfa Romeo, Aston Martin, Audi, Bentley, BMW, Bugatti, Cadillac, Ferrari, Infiniti, Jaguar, Lamborghini, Land Rover, Lexus, Lincoln, Lotus, Maserati, Maybach, McLaren, Mercedes-Benz, Porsche, Rolls-Royce, Tesla and Volvo; and
2. Coupes, two-seaters, supercars, cabriolets, convertibles (soft top or hardtop), roadsters, grand-tourers, and signature or specialty editions.

Excluded from the above list is the Mercedes Sprinter Vans.

1.5 Current Environment

The following are estimates for spend and numbers of vehicles purchased by State agency Authorized Users. These estimates are based on previous demand by State agency Authorized Users and should not be considered by Contractors as a commitment by the State to purchase any specific quantity of vehicles. All quantities are estimates only and the State shall not be obligated to purchase a minimum quantity of vehicles. Towards that end, the purchase of minimum quantities of vehicles by the State is specifically disclaimed.

Overview of Vehicle Quantities Purchased for Fiscal Year 23:

State Agency	DESCRIPTION	Estimates Quantity
Tennessee Department of Transportation		
	Sedan, Midsize, Generic Asset	0
	SUV, Generic Asset	20
	Truck, 1 Ton, Generic Asset	76
	Truck, 3/4 Ton, Generic Asset	7
	Truck, ½ Ton, Generic Asset	20
	Truck, Class 5, Generic Asset	23
	Van, Generic Asset	0
Tennessee Department of Transportation		196
Vehicle and Asset Management (VAM)		
	Police Pursuit, Generic Asset, Sedan	0
	Police Pursuit, Generic Asset, PUI	249
	Police, Generic Asset, SSV	38
	Sedan, Compact, Generic Asset	0
	Sedan, Full Size, Generic Asset	12
	Sedan, Midsize, Generic Asset	0
	SUV, Generic Asset	106
	Truck, 1 Ton, Generic Asset	10
	Truck, 1/2 Ton, Generic Asset	142
	Truck, 3/4 Ton, Generic Asset	28
	Truck, Class 5, Generic Asset	0
	Truck, Class 6, Generic Asset	0
	Van, Generic Asset	73
Vehicle and Asset Management Total		675

Section Two: Specifications

2.1 General Requirements

2.1.1 Dealer Account Manager

Each Contractor awarded a Contract shall be responsible for identifying a single point of contact at the dealership who will be the Dealer Account Manager for the Contract. The Dealer Account Manager will be, as necessary, responsible for:

- A. Receiving electronic transmittal of vehicle specifications;
- B. Assisting Authorized Users with ordering of vehicles;
- C. Assisting Authorized Users with the Contract; and
- D. Coordinating with the State Contract Manager.

Contractors awarded a Contract shall provide the State secondary contact information at their dealership to act as a backup, should the Dealer Account Manager be unavailable for any reason. Contractors shall provide this information as part of their bid, and shall keep the State Contract Manager updated as to any changes to these contacts.

Notwithstanding anything above to the contrary, the Contractor awarded a Contract shall remain responsible to ensure that its Dealer Account Manager is performing in compliance with the terms and conditions of the awarded Contract.

2.1.2 Manufacturer's Order Deadlines

All Contractors awarded a Contract shall provide the State Contract Manager, in writing, with manufacturer's order deadline ("Order Deadline"), beyond which a specific vehicle may not be built to order. The Order Deadline provided by a Contractor awarded a Contract shall be by vehicle series number, and must be received by the State in writing a minimum of thirty

(30) days prior to the Order Deadline going into effect.

After the model year Order Deadline, in stock vehicles, if available, may be ordered through the Contract. The State or an Authorized User should contact the Contractors awarded a Contract for availability and delivery of in stock vehicles for orders placed after the Order Deadline.

2.1.3 Federal and State Standards

Each Contractor submitting a bid to this ITB certifies that they are in full and complete compliance with all federal and State laws applicable to the type and class of vehicles being requested by the State or an Authorized User. This includes, but is not limited to, Federal Motor Equipment Safety standards, Occupational Safety and Health Administration, or Environmental Protection Agency standards. In addition, any applicable federal or State legislation that should become effective during the term of the Contract, including any renewals regarding the vehicles, shall immediately become a part of any Contract awarded pursuant to this ITB. At all times during the term of any Contract awarded pursuant to this ITB, the awarded Contractor must meet or exceed any applicable federal or State laws.

2.1.4 Vehicle Warranty

The standard manufacturer warranty shall apply to all vehicles ordered by the State or an Authorized User. Any Contractor awarded a Contract shall contemporaneously provide to the State or an Authorized User a properly executed warranty with each vehicle delivered by the Contractor that is awarded a Contract. The warranty shall not become effective until the Contractor awarded a Contract has provided all required documentation, the vehicle is delivered in accordance with the State's or the Authorized User's instructions, and the vehicle is inspected and accepted by the State or the Authorized Entity in accordance with the Contract.

2.1.5 Recall Notices

Each Contractor awarded a Contract shall notify the State by first class mail within sixty (60) days of being notified of a recall decision by the National Highway Traffic Safety Administration ("NHTSA"). Contractors awarded a Contract shall offer the same remedy provided by the manufacturer, which is available to all other purchasers of the manufacturer, to the State or any other Authorized User of the Contract.

NHTSA monitors each safety recall to make sure owners receive safe, free, and effective remedies from manufacturers according to the Safety Act and federal regulations.

Each Contractor awarded a Contract, upon notification of a recall, shall work with the State or an Authorized User to develop a remediation plan and proceed to correct all vehicle defects identified by the recall notice within a commercially reasonable time.

2.2 Vehicle Ordering

Each Contractor awarded a Contract agrees to place orders received, from the State or any Authorized User of the Contract, with their respective manufacturer within **seven (7) calendar days** after receipt of a purchase order, as validated by the State or the Authorized User that placed the order under the Contract, unless the Contractor awarded a Contract has the exact vehicle meeting the purchase order specifications in its possession. Only vehicles manufactured in compliance with the State's or an Authorized User's requirements, specifications, terms, or conditions shall be eligible for delivery. If optional equipment is requested by the State or an Authorized User, it will be quoted by the dealer, and may be purchased from or installed by another source if the cost is inconsistent with the current market.

2.2.1 Electronic Transmittal of Order

The State or the Authorized Users shall electronically transmit a purchase order through a website or email address provided by the dealer.

The purchase order shall include the following information:

- A. Purchase Order with Detailed Vehicle Specifications (including optional equipment);
- B. Vehicle Exterior Color;
- C. Vehicle Interior Color;
- D. Vehicle Delivery Requirements/Schedule;
- E. Vehicle Delivery Location.

2.2.2 Electronic Transmittal of Acknowledgement of Receipt of Order

The Contractor awarded a Contract shall electronically transmit an acknowledgement of the order to the State or an ordering Authorized User within **two (2) business days** following receipt of the order.

The acknowledgement of the order shall include the following information:

- A. Acknowledgement Receipt of Ordered Model;
- B. Detailed vehicle specifications;
- C. Estimated delivery date of vehicle; and;
- D. Contractor's one (1) year fixed price, as awarded pursuant to this ITB (Attachment A – Sample Pricing Sheet).

2.3 Vehicle Delivery

2.3.1 FOB Destination

All deliveries of vehicles purchased under the Contract awarded to a Contractor shall be FOB Destination. Delivery destination will be at the discretion of the State or an ordering Authorized User. Contractors awarded a Contract agree

that delivery shall be free of charge to the delivery destination.

Vehicle and Asset Management and Tennessee Highway Patrol Vehicles: Prior to delivery, the Contractors awarded a Contract will email the front of the Manufacturer's Statement of Origin (MSO), a copy of the Authorized User's Purchase Order and the vehicle key code to Aaron.Simmons@tn.gov when vehicles are ready for delivery. Vehicles will be delivered to the addresses set forth below:

Vehicle & Asset Management
6500 Centennial Blvd.
Nashville, TN 37243

Tennessee Highway Patrol
225 Ezell Pike
Nashville, TN 37217

VAM will send (via certified mail) the vehicle tag to the Contractor awarded a Contract to be installed on all vehicles prior to delivery.

Tennessee Department of Transportation: The vehicles ordered by TDOT will be delivered to the regional location specified by the purchase order. TDOT will not require the Contractor awarded a Contract to install vehicle tags.

2.3.2 Mileage, Odometer Reading

The maximum mileage allowable for any vehicle to be considered acceptable at the point of delivery is no more than five hundred (500) miles ("Maximum Mileage"). All Contractors awarded a Contract shall only deliver vehicles that do not exceed the Maximum Mileage. Vehicles exceeding the Maximum Mileage may be deemed to be unacceptable in the State's or an Authorized User's sole and absolute discretion.

2.3.3 Pre-Delivery Inspection

Prior to delivery of any vehicle, the dealer should make arrangements with the State or an ordering Authorized User for the purpose of scheduling delivery and conducting an inspection of delivered vehicles. The State or an ordering Authorized User reserve the right to inspect each delivered vehicle to establish conformity to specifications prior to acceptance. All delivered vehicles shall be ready for immediate operation. All Contractors awarded a Contract shall perform all pre-delivery servicing and adjustments, which includes, without limitation, all manufacturers' recommendations, and the following:

- A. Complete vehicle winterization;
- B. Complete lubrication of operating chassis, engine, and mechanisms with manufacturer's recommended grades of lubricants;
- C. All fluid level checks to ensure that the vehicle meets proper manufacturer's specifications;
- D. Adjustments to each vehicle's engine/motor/drive to ensure operating conditions consistent with manufacturer specifications;
- E. Checking to ensure proper operation of all accessories, gauges, lights, and mechanical and hydraulic features;
- F. Charging battery and inspecting electrical, braking, and suspension systems;
- G. Inflating tires, including spare, to optimal pressure;
- H. Filling gas tanks with gas or alternative fuel to ½ Tank (by Fuel Gauge);
- I. Ensuring that vehicles are thoroughly cleaned and detailed inside and out prior to delivery. All upholstery and floor protection shall be removed. Manufacturer's floor mats are to be placed, window decals removed, and all adhesives cleaned from the vehicle. The vehicle must be delivered free of any decal or other attached item identifying the dealer. The vehicle is expected to be completely cleaned and operational at the time of delivery;
- J. Correcting all factory defects prior to delivery, and;
- K. Providing two (2) pre-tested keys marked with the VIN number. The vehicle key code must be provided, attached to the keys.

2.3.4 Documentation Requirements

The following document package shall be delivered with each vehicle:

- A. Dealer's completed Pre-Delivery Inspection Document;
- B. Operators (owners) Manual;
- C. Manufacturer's Warranty Information;
- D. Dealer Acknowledgement of Receipt of Order;
- E. Authorized User's Purchase Order;
- F. Vehicle Window Sticker;
- G. Original Odometer Statement;
- H. Manufacturer's Statement of Origin (MSO).

2.3.5 Final Inspection, Delivery, and Acceptance of Vehicle

Transportation and delivery of the vehicle to the State or an Authorized User does not constitute acceptance for the purpose of payment.

The State or an ordering Authorized User shall have three (3) business days from delivery to thoroughly inspect each delivered vehicle and notify the Contractor awarded a Contract in writing that the vehicle meets specifications and is accepted, or it does not meet specifications or the vehicle is otherwise defective and is not accepted. The Contractor awarded a Contract shall have the vehicle transported for any required service or adjustments within two (2) business days following notification by the State or an Authorized User that the delivered vehicle is not accepted. The State or an Authorized User reserves the right, in its sole and absolute discretion, to withhold acceptance of any delivered vehicle until such time as the vehicle meets all specifications, service, or adjustments made to the vehicle to the State's or an Authorized User's satisfaction. The costs of any transportation and delivery required as part of the initial delivery or any re-deliveries are the responsibility of the Contractor awarded the Contract.

2.4 Vehicle Pricing

2.4.1 Vehicle Government Fleet Price (See Attachment A, Sample Pricing Sheets)

Vehicle pricing paid by the State or an Authorized Users under the Contract shall be the State Government Fleet Price, which is fixed for one (1) year. The dealer invoice will show the State's Government Fleet 1 Year Fixed Price, plus any optional equipment. For pricing for manufacturers that a specific bid sheet is not listed in the attachments, please use the attachment A general bid sheet and fill in the manufacturer and fleet models offered as needed.