



Attachment E - Program Requirements Document

for

Administrative Vehicles with Related Options, Equipment, and Accessories, #99999-001-SPD0000218

1.0 Solicitation Intent

The purpose and intent of this eRFP is to establish statewide contracts with one or more qualified suppliers who will provide current Model Year Administrative Vehicles, Regular Fueled, Alternatively Fueled and Electric Vehicles. The Georgia Department of Administrative Services (DOAS) desires to award statewide contracts that provide the best value and services to state and local agencies. The current statewide contract was not built to withstand the effects of manufacturing facilities closing down due to the COVID-19 epidemic which caused worldwide supply chain issues. Due to lack of availability of vehicle types and current market conditions on the current statewide contract, DOAS expects to make multiple awards in each Line Item within each category that will provide the variety and quantity to ensure continuity of supply for Authorized Users. Furthermore, this solicitation will also provide the options of purchasing from the Dealer's inventory (on Dealer's lot) and purchasing certified pre-owned vehicles (on Dealer's lot). The State desires Suppliers that can navigate, manage, and adjust to these issues while still servicing the State and its Authorized Users.

2.0. Contract Structure

2.1. Categories/Line Items: The solicitation and resulting statewide contracts will be structured with individual line items for administrative vehicles within the six (6) categories outlined below.

- (1) Sedans/Hatchbacks
- (2) SUV-Crossover
- (3) SUV-Traditional
- (4) Van
- (5) Trucks
- (6) Electric and Alternative Fuel Vehicles

2.2. Scope: Robust Variety and Supply Chain Continuity: This solicitation is designed to structure statewide contracts that will provide Authorized Users considerable flexibility in purchasing administrative vehicles and related options, equipment, and accessories. This flexibility will come from establishing a robust selection of multiple line items of vehicles offering multiple brands and makes/models per manufacturer. This will be an "a la carte menu" style ordering process that allows Authorized Users to build the vehicle they want by the addition of preferred options. Furthermore, this

solicitation will also provide the options of purchasing new vehicles from the Dealer's inventory (on Dealer's lot) and purchasing certified pre-owned vehicles (on Dealer's lot).

As this industry evolves and advances, and manufacturing processes become more efficient, the State reserves the right to add new product subcategories to the statewide contract(s) awarded pursuant to the eRFP that embrace new products that are consistent with, and do not materially deviate from the general scope of products set forth in this eRFP, provided that the price(s) for such products are determined to be fair and reasonable. Such determination will be at the sole discretion of DOAS.

2.3. Specifications: The specifications for all vehicles within this solicitation will be the manufacturer's standard equipment, unless otherwise stated.

Certified Pre-Owned vehicles will:

1. Be five years old or less from the current year model, and
2. Have 80,000 miles or less, and
3. Require a complete and thorough manufacturer backed dealer certified vehicle inspection

3.0. Qualifications and Requirements

Suppliers are expected to sell vehicles that meet all Federal, State, Local and Authorized Users requirements. Suppliers submitting a response to this solicitation must meet the below-listed requirements:

- a) Supplier must have experience as a licensed dealer /manufacturer to sell the vehicles proposed in response to the solicitation., and
- b) Per the Official Code of Georgia Annotated, Title 10, Chapter 1, Article 22, Part 5, 10-1-664.1(a) [subject to change]: It shall be unlawful for any manufacturer or franchisor or any parent, affiliate, wholly or partially owned subsidiary, officer, or representative of a manufacturer or franchisor to own, operate, or control or to participate in the ownership, operation, or control of any new motor vehicle dealer in this state within a 15 mile radius of an existing dealer of such manufacturer or franchisor; to own, operate, or control, directly or indirectly, more than a 45 percent interest in a dealer or dealership in this state; to establish in this state an additional dealer or dealership in which such person or entity has any interest; or to own, operate, or control, directly or indirectly, any interest in a dealer or dealership in this state unless such person or entity has acquired such interest from a dealer or dealership which has been in operation for at least five years prior to such acquisition; provided, however, that this subsection shall not be construed to prohibit:
 - a. (8) The ownership, operation, or control by a manufacturer of not more than five locations licensed as new motor vehicle dealerships for the sale of new motor vehicles and any number of locations that engage exclusively in the repair of such manufacturer's line make of motor vehicles, provided that such manufacturer was selling or otherwise distributing its motor vehicles at an established place of business in this state as of January 1, 2015, and:
 - i. (A) The manufacturer manufactures or assembles zero emissions motor vehicles exclusively and has never sold its line make of motor vehicles in this state through a franchised new motor vehicle dealer; and
 - ii. (B) The manufacturer has not acquired a controlling interest in a franchisor or a subsidiary or other entity controlled by such franchisor

or sold or transferred a controlling interest in such manufacturer to a franchisor or subsidiary or other entity controlled by such franchisor.

The Supplier and State Purchasing Division's implementation team shall develop a statewide contract implementation schedule that will implement the statewide contract in Team Georgia Marketplace within 90 days of award unless the State grants additional time.

3.1. Business Requirements:

- a) Supplier will ensure that all invoices will contain the (1) DOAS assigned Statewide Contract Number, (2) Authorized User purchase order number and (3) Supplier FEIN (Federal Employee Identification Number) number, (4) Pricing broken out by Made-to-Order (Percent off MSRP for Vehicle and Percent off MSRP for Options), Purchased from Dealer Inventory (Percent off MSRP for Vehicle), and Certified Pre-Owned Vehicles (Percent off National Automobile Dealers Association rates/values), delivery price, and (5) Contact person and contact information.
- b) Authorized Users are responsible for orders placed under the statewide contract. An Authorized User entity's failure to pay, or delay in payment, shall not, in and of itself, constitute a breach of the statewide contract or relieve the Supplier of its obligations to DOAS or other Authorized User entities.
- c) Supplier shall place the purchasing entity on the vehicle's registration title for each vehicle bought.

3.2. Adding New Vehicles:

Following contract award and subject to DOAS' approval, new or different vehicles may be offered by the awarded supplier(s) provided such vehicles comply with all requirements of the statewide contract.

3.3. Customer Service Requirements: The State desires Suppliers that can provide a high level of customer service support before and after the sale of goods/services and effective administrative and internal operations to efficiently service Authorized Users of the State.

- a) DOAS will measure the customer satisfaction of Authorized User(s) during the contract term. The Supplier must agree to work with DOAS in resolving any issues resulting from such performance measurement activities to ensure the Supplier meets the expectations of DOAS throughout the performance of the contract. The minimum requirements to be considered for a high level of customer service are:
 - 1. Supplier must assign a Contract Administrator as a primary contact person for contract management purposes and an alternate contact person. Supplier must notify DOAS within 3 business days of any changes in contact persons.
 - 2. The Supplier shall notify the State's Purchasing Division Contract Management team and the purchaser in writing (e-mail) of production order cutoffs, order start dates, and any other production events that influence the Supplier's ability to provide uninterrupted ordering and service delivery, including any delays in delivery.
 - 3. Supplier shall provide the following types of Customer Support options:
 - a. Manned telephone support by English-Speaking personnel
 - 1) 8:00 A.M. to 5:00 P.M. EST Monday – Friday
 - 2) Calls received out of office hours will be forwarded to a backup answer phone service in case of no answer. (Supplier will respond to, and acknowledge service-

related inquiries, incidents, and request submitted by Authorized Users within 24 hours after the initial contact.)

3) Supplier will respond to, and acknowledge service-related inquiries, incidents, and request submitted by Authorized Users within 24 hours after the initial contact. These inquiries can include product information, billing disputes, delivery disputes or problems, product returns, pricing information, adding, or deleting account names, addresses, and numbers, and training requests.

4) If onsite assistance via a service technician is required, the customer must be notified within 24 hours after initial contact of when the service technician will be available on site.

b. Monitored Email Support

1) Monitored 8:00 A.M. to 5:00 P.M. EST Monday – Friday

2) Emails received outside of office hours will be collected; however, no action can be guaranteed until the next working day.

3) Supplier will respond to, and acknowledge service-related inquiries, incidents, and requests submitted by Authorized Users within 24 hours after the initial contact. These inquiries can include product information, billing disputes, delivery disputes or problems, product returns, pricing information, adding, or deleting account names, addresses, and numbers, and training requests.

c. Web Site support

Supplier shall have and maintain a website that provides the Authorized User basic vehicle information such as contact information, specification information, and warranty information.

d. Supplier shall serve as a single point of contact when resolving customer issues.

3.4. Technical Requirements

- a)** Supplier shall furnish an owner's manual and operating instructions at the time of delivery for each vehicle sold to the Authorized User(s).
- b)** The vehicles sold by the supplier must have the capability to support Global Positioning System (GPS) Telematic devices. This would include the capability of using 3rd party external hardware components, or OEM provided components that allows for Telematics data to be retrieved for analysis.
- c)** All vehicle conversions shall be done by a Qualified System Retrofitter (QSR) and where applicable must be compliant with the Environmental Protection Agency.
- d)** Where applicable, all conversion personnel shall be certified by Chassis Manufacturer's Qualified Vehicle Modifier (QVM) Program at the time of the proposal submission and those certifications must be current at the time of any vehicle modifications.

3.5. Warranty

- a)** Supplier will ensure that the warranty for all vehicles sold to Authorized Users for this solicitation and resulting contracts is the Original Equipment Manufacturer (OEM) standard warranty.
- b)** The Manufacturer's standard warranty shall cover all vehicles sold by the Supplier under any ensuing statewide contracts. The Manufacturer's standard warranty is required to provide coverage against defective material, workmanship, and failure to perform in accordance with the specifications required performance criteria.

- c) Supplier will provide a copy of the Manufacturer's standard warranty program including conditions to qualify, claims procedure, and overall structure (inclusions and exclusions of the warranty) at time of purchase to the Authorized User.
- d) Supplier will provide a copy of the Certified Pre-Owned warranty program including conditions to qualify, claims procedure, and overall structure (inclusions and exclusions of the warranty) at time of purchase to the Authorized User.
- e) The warranty period for all coverage shall begin on the date the vehicle is accepted by the Authorized User. NOTE: Delivery does not constitute acceptance. Acceptance occurs after the delivery inspection (delivery receipt, odometer statement, customer acknowledgement form, tag registration form, etc.) and all deficiencies have been corrected.
- f) The Supplier shall be responsible for all warranty claims related to the vehicles as provided by the Supplier at the time of delivery. All components supplied by the Supplier shall be included and covered by a basic warranty.
- g) OEM replacement parts are to be new, not remanufactured, unless the OEM has specified that a replacement part be remanufactured, or prior written approval has been granted by the Authorized User.
- h) All warranties shall cover all labor and parts replacement during the warranty period. Normal wear and tear items shall be warranted in accordance with the manufacturer's standard warranty.
- i) Supplier will have at least one factory-authorized service center or servicing dealer within the State of Georgia to perform warranty repairs and adjustments throughout the statewide contract term. The Supplier shall promptly notify the Department of Administrative Services, Statewide Contract Manager of any changes thereto. The Supplier shall be responsible for all service performed, regardless of whether the Supplier or their authorized representative actually performed the service and/or repair.
- j) Supplier will have written procedures in the event of a product recall and further agrees to provide these recall procedures to DOAS, upon award of a statewide contract resulting from this solicitation. Additionally, Supplier(s) shall have a reliable and tested sales notification system that can quickly identify each customer that has received recalled products. Supplier(s) shall immediately notify the DOAS Contract Administrator of any such recall or safety hazard. Supplier(s) shall, at the earliest stages of a recall, immediately send out notifications by FAX, E-mail, and/or telephone. Recalled automobiles and products will be picked up, tested, destroyed or returned to the manufacturer at no expense to Authorized Users or the State of Georgia. If the Authorized User has paid for the product, the Authorized User shall be issued a credit or refunded the full or prorated (amount based on the current value according to NADA).

3.6. Delivery

- a. Supplier and Authorized Users shall agree on the delivery timeline before issuing a Purchase Order.
- b. Vehicles must be delivered strictly in accordance with the contract specifications and shall be "Ready for Use," and/or as requested by the Authorized User.
- c. All vehicles delivered under any ensuing statewide contract shall be clean, lubricated, serviced, fuel gauge registering no less than one half recommended capacity, all adjustments completed, all mechanical and electrical motors and components fully functional and operational, and the Vehicle shall be "road ready" for immediate use. If Diesel, the Diesel Exhaust Fluid (DEF) tank must be no less than three quarters capacity. If EV, the EV will be charged to the full usable capacity based on the advertised gross capacity of the vehicle at time of delivery for the EVs in tab C6, in the Cost Workbook (Attachment D).
- d. The product(s) delivered by Awarded Supplier(s) may be inspected by the ordering Authorized User(s). If latent defects are discovered, the State Entity may require the Awarded supplier(s) to replace the defective product(s) with Industry Standard replacement product(s), at the Awarded Supplier(s) expense.

- e. All vehicles delivered shall be free from all dealer signs/emblems and/or advertising.
- f. All vehicles delivered must include a copy of the OEM warranty and service policy with all warranty vouchers, certificates, and coupons.
- g. Supplier must Include the forms required to apply for a title at the Authorized User titling location and for obtaining license plates. All title papers shall be properly prepared and executed.
- h. All deliveries will be at the price provided for each regional delivery price. Supplier may charge less than the established regional delivery price for special situations or orders of quantities.
- i. Supplier will place the purchasing entity on the vehicle's registration title for each vehicle bought (reference PRD Section 3.1(c)).