**Solicitation Specifications**

1. **General**

The purpose of this solicitation is to establish an Agency Term Contract for the purchase of the Chevrolet Suburban for the Department of Public Safety (DPS), Louisiana State Police (LSP) in accordance with Louisiana Revised Statutes 39:362, 39:364, and 39:1646.

Please read all specifications and special conditions carefully; any deviation may cause your bid to be rejected.

1. **Model Year**

Conventional vehicles shall be new, of current manufacture, and production models. No specific model year is required for alternative fuel vehicles, however the vehicles must be new, non-used vehicles. Production schedule for model year bid shall be provided with bid. Updates to the production schedule shall be submitted within 1 week of manufacturer publishing.

1. **Definitions**

For the purpose of clarification in this solicitation:

* 1. Gross Vehicle Weight Rating – Maximum allowable combined mass of vehicle weight plus carrying capacity, passengers and cargo.
1. **Acronyms**
	1. 2WD Two Wheel Drive
	2. 4WD Four Wheel Drive
	3. AFV Alternative Fuel Vehicles
	4. AWD All-Wheel Drive
	5. DPS Louisiana Department of Public Safety
	6. EPA United States Environmental Protection Agency
	7. FCAA Federal Clean Air Act
	8. FFV Flexible Fuel Vehicles
	9. FWD Front Wheel Drive
	10. GGE Gasoline Gallon Equivalent
	11. GVWR Gross Vehicle Weight Rating in Pounds (U.S.)
	12. HEV Hybrid Electric Vehicle
	13. HP Horse Power
	14. LMVC Louisiana Motor Vehicle Commission
	15. MOR Manufacturer of Record (company retaining EPA certification)
	16. MPG Miles per Gallon
	17. OEM Original Equipment (vehicle) Manufacturer
	18. OSP Office of State Procurement
	19. PHEV Plug-In Hybrid-Electric Vehicle
	20. PO Purchase Order
	21. RWD Rear Wheel Drive
	22. SRW Single Rear Wheel
	23. WB Wheelbase
2. **Award of Contract**
	1. Awards will be based on the lowest responsive, responsible bid received on line that meets or exceeds specifications and conditions contained herein.
	2. Bidders (motor vehicle dealers as defined in La. R.S. 32:1252) must be properly licensed by the Louisiana Motor Vehicle Commission. Bidders should include a copy of a valid dealer's license issued under the provisions of La. R.S. 32:1254 with their bid. Any bidder who fails to include a valid dealer’s license with their bid must provide a copy to this office within 10 business days following the bid opening date. Failure to do so will result in the bid being rejected. Any questions regarding licensing required by the Motor Vehicle Commission should be directed to the Motor Vehicle Commission at (504) 838-5207, or via website: [www.lmvc.la.gov](http://WWW.LMVC.LA.GOV).
	3. The right is reserved to award any item with or without aforementioned optional equipment.
3. **Assignments**

No assignments of proceeds shall be permitted on Dealer supplied forms. Dealer must submit assignments to OSP.

1. **Withdrawal Requests**
	1. Bids containing patently obvious, unintentional, and substantial mechanical, clerical or mathematical errors may be withdrawn by the Bidder only if clear and convincing written evidence of such error is furnished to the Office of State Procurement within 72 hours of the bid opening, excluding Saturdays, Sundays, and legal Holidays.
	2. Such errors must be clearly supported by objective evidence drawn from inspection of the original work papers, documents, or materials used in the preparation of the item(s) requested to be withdrawn. If determined by the Office of State Procurement that the errors are substantiated and that the bid was submitted in good faith, the withdrawal shall be allowed.
	3. Withdrawals made after 72 hours of the bid opening time and date will be assessed a penalty. The penalty shall be the price between the lowest responsive, responsible bidder, and the next responsive, responsible bidder, multiplied by the current model year estimated contract usage for that vehicle.
2. **Delivery**

Unless otherwise indicated in Attachment C – Price Sheet, delivery of vehicles should be made within 365 calendar days after receipt of order.

Delivery to Baton Rouge shall be included in the bid price.

1. **Dealer Network**

Bidders shall furnish a list of service locations certified by the OEM within 5 business days of request by OSP.

1. **Optional Equipment**
	1. Dealer shall provide pricing for the options listed in the bid document. The price ceiling for all options shall be the Dealer’s invoice cost, except where noted in the bid document.
	2. OSP reserves the right to add or delete any optional equipment listed in the OEM price lists at Dealer’s invoice cost.
	3. **A completely priced OEM option sheet showing Dealer’s invoice price shall be furnished within 5 business days of request by OSP.** All OEM options shall be included in the contract award at Dealer’s invoice price unless otherwise noted by OSP.
	4. **A listing of all OEM standard equipment for each vehicle bid should be included with your bid**.
	5. Price lists must be of latest prices available prior to bid opening date and time. Altered price lists will not be accepted.
2. **Emission Standards** In order to be considered for an award, all vehicles, unless specified herein, must be approved for delivery in the 48 continental United States, except as indicated for AFV’s.
3. **Louisiana Safety Inspection Sticker**

**Do not include the cost of the safety inspection in your bid price**. Applicable Safety Inspection Sticker cost, as determined by LA Dept. of Motor Vehicles (DMV) guidelines, will be added to awarded lines, based on the parish in which the Dealer is domiciled. Two-year new vehicle Safety Inspection Stickers will be required for participating Dealers, in participating parishes. One-year Safety Inspection Stickers will be required for all other vehicles not covered above. Dealers located in Orleans Parish will have the cost of an East Baton Rouge Parish Inspection Sticker added to awarded lines ($18).

Dealership domiciled in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Parish.

* Dealership authorized to issue LA new vehicle 2-year Safety Inspection Sticker.
* Dealership authorized to issue LA 1-year Safety Inspection Sticker
* Dealership is not authorized to issue, but will obtain a 1-year sticker prior to delivery of vehicles.

**General Contract Specifications**

1. **Contract Prices**
	1. Shall include all preparation and transportation charges.
	2. Shall include all equipment listed in the general specifications and detail specifications for each vehicle.
	3. Any general price reduction offered which is lower than the prices quoted herein shall also be offered to the State of Louisiana except during the time the contract award is under consideration.
2. **Contractual Period**

Contract shall be effective for a period of 36 months beginning the date of award.

Dealer(s) shall deliver to the State all vehicles for orders placed. OEM model year changes affecting a vehicle on contract in any way, must be addressed in advance, by Dealer to OSP. Changes to include but not limited to: availability, interior and exterior color(s), vehicle specification changes and/or modifications. Any Dealer not fulfilling the terms of this section will be subject to legal action which could result in debarment from doing further business with the State.

1. **Guarantee**

Vehicles delivered against the contract(s) shall be guaranteed that vehicle meets all minimum requirements specified herein. If determined that the vehicle(s) delivered do not meet minimum requirements, the Dealer will be required to correct the same at no cost to the State.

1. **Purchase Orders**
2. Only OSP has the authority to issue and amend orders for State vehicles.
3. Dealer shall refer any verbal or written orders/change orders received directly from State Agencies to OSP for proper authorization and disposition. Failure to do so may result in legal action which could result in debarment from doing further business with the State.
4. **Invoicing**
	1. Original notarized invoice must be provided with vehicle, when delivered, free of charge.
	2. One notarized true copy of invoice may be necessary and must be provided when indicated on purchase order free of charge.
	3. Administrative fee must be itemized on invoice.
	4. Vehicle key numbers shall also be referenced on invoice.
	5. Invoice dates shall coincide with “accepted” date of delivery of vehicle.
	6. Net 30 payment terms will not commence until a “state authorized representative” accepts the vehicle as fully complying with contract specifications. Dealer will be required to issue affidavits correcting invoice dates to coincide with the re-delivery date of rejected vehicles.
5. **Responsibility for Inspection**

Unless otherwise specified in the contract or purchase order, the Dealer shall be responsible for the performance of all inspection and test requirements necessary to ensure compliance with requirements of general and detailed specifications. This action does not preclude subsequent inspection and testing by the State authorized representative to further determine conformance with specification requirements of quality standards of workmanship, material and construction techniques. It will be the responsibility of the Dealer to pick up vehicle(s) rejected, make necessary corrections and re-deliver for re-inspection and acceptance.

1. **Pre-Delivery Servicing and Adjustment**
	1. Dealer shall not attach any Dealer identification advertising or similar material to the vehicle.
	2. The vehicle shall be clean and free from defects when delivered.
	3. Prior to acceptance by the State, the Dealer shall service and adjust each vehicle for operational use, to include as a minimum, the following:
		1. A Louisiana temporary license plate
		2. A Louisiana safety inspection sticker
		3. All vehicles will be delivered with a fuel gauge digital readout indicating 100 miles to empty.
		4. Focusing of lights
		5. Tuning of engine
		6. Adjustment of accessories
		7. Checking of electrical, braking and suspension systems
		8. Charging of battery
		9. Alignment of front end
		10. Inflation of tires
		11. Balancing of all wheels, including the spare
		12. Complete lubrication of engine, chassis and operating mechanisms with recommended grades of lubricants for the ambient air temperature at the point of delivery
		13. Servicing of cooling system with permanent type antifreeze and summer coolant for minus 20 degrees Fahrenheit protection
		14. Servicing of windshield washer reservoir with water and appropriate additives
		15. All fluids filled to OEM’s recommended capacity
2. **Delivery**
	1. All vehicles shall be delivered fully serviced and ready for use and will be accepted in accordance with individual purchase orders.
	2. The Dealer shall be required to make any necessary adjustments or install omitted equipment prior to acceptance of the vehicle.
	3. No facilities or personnel will be provided by the State to handle any make-ready adjustments or equipment installations.
	4. Vehicles shall be delivered to Office of State Police, Fleet Operations, 290 E. Airport, Ste. A (building), Baton Rouge, LA
3. **Documents**

Each vehicle shall be delivered with complete certification of origin, odometer disclosure statement, tag application, warranty, owner's manual, copy of Dealer’s inspection and service check sheet and any other necessary credentials. Dealer will supply requesting Agencies with at least one copy (printed or electronic) of technical information, manuals, service manuals, suggested time schedule/flat rate manual, parts list, special parts list and bulletins related to each make and model of vehicle(s) purchased at Dealer’s invoice cost. Dealer must set up notification through OEM to same Agency for receiving new bulletins, vehicle updates, service alerts or recalls.

1. **Vehicle Confirmations**

Written confirmation from the vehicle Dealer with order number guaranteeing that the vehicle has been scheduled to be built by the OEM, as stated below:

* 1. Written confirmation of receipt and placement of order shall be returned to OSP within 10 calendar days from purchase order date.
	2. Detailed copy of vehicle order placed by Dealer in OEM ordering system must be provided to OSP electronically within 10 calendar days from purchase order date.
	3. Written confirmation of production date must be returned to OSP within 60 calendar days from the purchase order date.
	4. If available, successful Dealer(s) must provide the State with web based access for order tracking. The confirmations may be returned via email to: amy.gotreaux@la.gov or faxed to (225) 342-9756.
1. **Service and Repair**

The State of Louisiana shall expect the OEM to have adequate stocks of replacement parts available to service State vehicles and to make delivery within a reasonable time of all normal replacement parts to their Dealers who may service state vehicles. The State further expects that warranty service and repairs as well as non-warranty service and repairs will be handled without prejudice by local dealerships throughout the United States. A special system shall be set up for expediting the procurement of "hard to get" items needed to repair an inoperative vehicle including a system to air freight parts at no cost to the State.

1. **Reporting Requirements**

The vehicle Dealer shall complete and return a contract usage report based on the schedule in Attachment A – Special Terms and Conditions. Any Dealer not fulfilling the terms of this section will be subject to legal action which could result in debarment from doing further business with the State.

**General Vehicle Specifications**

The requirements specified herein apply to all vehicles that may be purchased by the State of Louisiana, and/or Political Subdivisions of the State.

All applicable requirements and standards of the Environmental Protection Agency regulations, Federal Motor Vehicle Safety Standards, Federal Motor Carrier Safety Administration regulations and Tire and Rim Association Inc. that are in effect on the date of manufacture, shall apply. Vehicle(s) furnished to meet indicated specifications, including all equipment and accessories, shall comply with the regulations applicable to current model year vehicle: Title 49, Code of Federal Regulations, Chapter iii, Federal Highway Administration, Department of Transportation and State of Louisiana highway regulatory laws.

All vehicles shall be approved and marketed by the OEM. Full OEM literature, parts, service, technical support and warranties shall be available.

General vehicle specifications are not complete without general contract specifications and specific requirements listed in the detailed specifications that cover the particular type vehicle desired. In the event there is a conflict between the requirements of this specification and those of the detailed specification, the requirements as stated in the detailed specifications shall apply.

Applicable documents: a reference to publication in these specifications shall be construed to apply to those issues of that publication that are in effect on the date of issuance of this solicitation, unless otherwise specified.

1. **Compliance with Federal Requirements**

It is acknowledged that Federal laws, regulations, policies, and related administrative practices applicable to this contract on the date of contract execution may be modified from time to time. The Dealer agrees that the most recent Federal requirements will govern the administration of this contract. New Federal laws, regulations, policies, and administrative practices may be established after the date of contract execution and may apply to the contract to achieve compliance with the changing Federal requirement(s), Dealer may be required to upgrade, or add item(s) to the minimal specifications. The cost difference to achieve the "new" Federal requirement may be allowed at OEM's cost. No additional profit will be allowed. OEM’s pricing pages must be presented to OSP to substantiate additional cost to achieve compliance with the changed Federal requirement(s).

1. **Exterior Finishes**

Vehicle exteriors shall be painted with standard production colors, one of which must include white at no additional cost to the State.

1. **Materials**

Materials used shall be new with quality conforming to current engineering and manufacturing practices. Materials shall be free of defects and shall be suitable for the intended service.

1. **Design**
	1. All vehicles and associated equipment shall be new models that are in current production.
	2. All vehicles shall be complete with all necessary operating components and accessories customarily furnished, together with such modifications as may be necessary to enable the vehicles to function reliably and efficiently in sustained operation.
	3. Vehicles and all associated equipment shall be designed to permit ready accessibility for maintenance purposes with minimal disturbance of other components or assemblies.
	4. Components, assemblies and accessories delivered to the State shall meet or exceed all requirements and applicable specifications.
2. **Warranty**

All vehicles and truck bodies procured under these specifications shall be fully warranted against defective materials or workmanship by the OEM program for a period of not less than 36 months or 36,000 miles from date of delivery and acceptance. However, if additional warranty coverage on the whole or any components of the vehicle, in the form of time and/or mileage including any pro rata arrangements, is normally extended to commercial customers, the State shall receive corresponding warranty benefits.

1. **Standard Equipment**
	1. All vehicles offered under this solicitation shall be equipped with all OEM equipment advertised as "standard fleet equipment", unless otherwise specified herein, and should be installed through OEM program.
	2. Deletions from "standard equipment" will not be accepted, unless otherwise specified.
	3. In the specifications, where standard equipment is listed, items less than standard equipment will not be accepted, unless otherwise specified.
2. **Drivetrains**
	1. **Two-Wheel Drive, 2WD, 4X2:**

Is a four-wheeled vehicle with a drivetrain that powers two wheels (axle ends).

* + 1. **Rear Wheel Drive (RWD) –** drivetrain powers vehicles rear two wheels (axle ends).
	1. **Four-Wheel Drive, 4WD, 4X4:**

Is a four-wheeled vehicle with a drive system in which the engine’s power is (or can be) transmitted to all four wheels through a two-speed transfer case and drive axles. Vehicle can switch from four-wheel drive to two-wheel drive, manually or automatic.

* 1. **All-Wheel Drive, AWD:**

All wheels drive the vehicle to various degrees of engagement all the time (full time). Four-Wheel Drive is acceptable for specifications stating All Wheel Drive.

**Detailed Vehicle Specifications will be found on Attachment C: Price Sheet**