



STATE OF TENNESSEE
CENTRAL PROCUREMENT OFFICE

**INVITATION TO BID # 32110-12928
AMENDMENT # 2
SWC 207 Fleet Maintenance**

DATE: September 15, 2023

ITB # 32110-12928 AS CONTINUATION TO RFI #32110-12897 IS AMENDED AS FOLLOWS:

1. **This ITB Schedule of Events updates and confirms scheduled ITB dates. This amendment will not affect the closing date of September 19, 2023, at 2:00 PM CST.**
2. **State responses to questions and comments in the table below amend and clarify this ITB.**

Any restatement of RFI text in the Question/Comment column shall NOT be construed as a change in the actual wording of the RFI document.

| QUESTION / COMMENT | STATE RESPONSE |
|---|---|
| <p>A respondent has requested additional clarification to Q#8 in Amendment #1. Initial Q#8 and original State response are provided here for reference:</p> <p>Legal review of the Fleet Maint Terms document</p> <p style="padding-left: 40px;">a. There are a few items marked over in red that the respondent has requested are removed from the conditions document(attached)</p> <p>-Can these changes be made to the document terms?</p> <p style="padding-left: 40px;">Additional Questions are below:</p> | <p>Please see Terms and Conditions section 3.12.</p> <p>"Exceptions or New Terms or Conditions. Exceptions to terms and conditions or new terms and conditions proposed by the respondent that vary from this ITB may, in the discretion of the State, render the response nonresponsive. A response deemed nonresponsive will not be considered for an award of a contract."</p> |
| <ol style="list-style-type: none"> 1. What is a human response or automated? <ol style="list-style-type: none"> a. We are assuming this was a response from State of TN legal or procurement. | <p>Yes, the provided State response refers potential respondents to Contract Term 3.12. that provides that "Exceptions to terms and conditions or new terms and conditions proposed by the respondent that vary from this ITB may, in the discretion of the State, render the response nonresponsive. A response deemed nonresponsive will not be considered for an award of a contract."</p> <p>To clarify, the State is not accepting any redlines to the State Terms and Conditions and exceptions may render the response non-responsive.</p> |

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| <p>2. Is the response denying the requested changes? [Requested changes are copied below for reference].</p> | <p>That is correct, the requested changes are not accepted.</p> <p>The State's standard for Warranty, as included in the current contracts for SWC #207, and in the ITB documents, remain as originally issued in the ITB Terms and Conditions.</p> <p>In addition, the State's standard Price Changes contract term remains unchanged. The State doesn't want to limit the range of potential options available to Contractors and the State in the event there is not a mutually agreeable outcome for both parties.</p> |
| <p>4.2.1. <u>Warranty</u>. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge. Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.</p> <p>Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.</p> <p>If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.</p> | |
| <p>6.2. <u>Price Changes</u>. Prices identified in the Contract, whether derived from an awarded published catalog, price list, price schedule, or other mutually agreed upon source, shall remain firm for 365 days ("Firm Price Period").</p> <p>a) Price Decreases. After the Firm Price Period, prices shall be equitably adjusted to reflect a decrease in Contractor's costs.</p> <p>b) Price Increases. After the Firm Price Period, Contractor may request price increases. The request shall: include independently verifiable documentation that supports Contractor's request for a price increase; not constitute an increase in Contractor profit; and reflect a price increase that is applicable to all of Contractor's customers.</p> <p>c) Approval of Price Changes. The State may at its sole option: (1) grant the Contractor's request; (2) cancel the Contract and award it to the next apparent best evaluated Respondent; (3) cancel the Contract and reissue the solicitation; or (4) deny the Contractor's request. If approved, any price changes of less than seven percent (7%) will become effective upon the State's approval in writing. Price changes exceeding seven percent (7%) shall require a Contract amendment. The Contractor shall honor all purchase orders dated prior to the approved price change. Upon request from the State, the Contractor shall furnish the approved catalog, price schedule or price list as applicable to the State at no charge.</p> | |

3. **Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this ITB not expressly amended herein shall remain in full force and effect.