



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

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**The State of Florida**

**Department of Management Services**

**INVITATION TO BID**

**ITB No: 01-25100000-V**

**2015 MODEL MOTOR VEHICLES**

# TABLE OF CONTENTS

<b>Section 1</b>	<b>Introduction.....</b>	<b>4</b>
1.1	Bid .....	4
1.2	Solicitation Objective .....	4
1.3	Term .....	4
1.4	Timeline of Events .....	4
1.5	Order of Precedence for Solicitation .....	5
1.6	Procurement Officer.....	5
1.7	Limitation on Contact with Government Personnel (S. 287.057(23), F.S.) .....	6
1.8	ITB Process.....	6
1.9	Contract Formation .....	7
<b>Section 2</b>	<b>Instructions to Respondents .....</b>	<b>8</b>
2.1	General Instructions.....	8
2.2	Special Instructions.....	8
2.3	Contents of Bid .....	10
2.4	Evaluation Criteria .....	14
2.5	Basis of Award.....	14
2.6	Preference to Florida Vendors .....	16
2.7	Tie Bids .....	17
2.8	Rejection of Bids.....	17
2.9	Redacted Submissions .....	17
2.10	Additional Information .....	18
<b>Section 3</b>	<b>Description of Scope .....</b>	<b>18</b>
3.1	Full-Service Repair Facilities .....	19
3.2	Hours of Operation .....	19
3.3	Commodities Title and Registration .....	19
3.4	Transportation and Delivery.....	20
3.5	Acceptance.....	22
3.6	Representative Model, OEM Option, and Identified Aftermarket Option Specifications	22
3.7	Condition of Vehicles and Equipment .....	23

3.8	Luxury or Sport Vehicles or Features.....	23
3.9	Dealer Advertising .....	23
3.10	Options (OEM or Identified Aftermarket), Features, and Components .....	24
3.11	Federal and State Standards .....	24
3.12	Acceptable Publications.....	24
3.13	Manufacturer’s Last Order Date and Vehicle Change .....	25
3.14	Performance Bond.....	26
3.15	Ordering Instructions .....	26
3.16	Manufacturer as the Contractor .....	29
3.17	Contractor’s Company Information and Contacts.....	29
<b>Section 4 Contract Conditions .....</b>		<b>30</b>
4.1	General Contract Requirements .....	30
4.2	Special Contract Requirements .....	30
4.3	Definitions .....	30
4.4	Pricing .....	32
4.5	Sales Literature / Technical Information.....	33
4.6	Routine Communications.....	34
4.7	Electronic Invoicing.....	34
4.8	Return of Funds.....	34
4.9	Financial Consequences for Nonperformance .....	35
4.10	Compliance with Laws, Rules, Codes, Ordinances, and Licensing Requirements .....	35
4.11	Insurance Requirements.....	35
4.12	Notice of Legal Actions .....	36
4.13	Public Records .....	36
4.14	Cancellation.....	37
4.15	Intellectual Property .....	37
4.16	Preferred Pricing Affidavit Requirement .....	37
4.17	Records Retention .....	38
4.18	Gifts .....	38
4.19	Vendor Ombudsman.....	38
4.20	Monitoring by the Department.....	38
4.21	Mandatory Post Award Meeting .....	38

4.22	Scrutinized Company List .....	38
4.23	Business Review Meetings .....	39
4.24	E-Verify .....	39
4.25	MFMP Transaction Fee .....	39
4.26	Contract Reporting.....	39
4.27	Contract Termination .....	40
4.28	Force Majeure .....	40
4.29	Additional Provisions .....	41
<b>Section 5 Attachments .....</b>		<b>42</b>
Attachment A	Price Sheet for Bid Submission (section 2.3.5) .....	42
Attachment B	2015 Motor Vehicle Sales Reporting Form (section 4.26.1) .....	42
Attachment C	State of Florida Drug-Free Workplace Certification (section 2.3.6.4) .....	42
Attachment D	Preferred Pricing Affidavit (section 2.3.6.3).....	42
Attachment E	Savings/Price Reduction Form .....	42
Attachment F	Vendor Price Quote Form (PQF) (section 3.15.2).....	42
Attachment G	Vendor Acknowledgement of Order Form (section 3.15.5) .....	42
Attachment H	DMS Fleet Management Form 6301– Request for Mobile Equipment (section 3.15.3).....	42
Attachment I	Vendor Information Form (section 2.3.1) .....	42
Attachment J	Manufacturer’s Certification Form (section 2.3.2) .....	42

## **Section 1 Introduction**

### **1.1 Bid**

The State of Florida Department of Management Services, Division of State Purchasing (Department) is issuing this Invitation to Bid (ITB) to replace the current state term contract (STC) for Motor Vehicles.

The Department intends to solicit for, and enter into contracts with, responsive and responsible Contractors according to the criteria defined herein, for the provision of commodities and contractual services described within this solicitation under the authority and criteria established by section 287.057, Florida Statutes (F.S.).

Rule 60A-1.044, Florida Administrative Code (F.A.C.), defines an STC as “indefinite quantity contracts competitively procured by the Department pursuant to s. 287.057, F.S., available for use by Other Eligible Users.”

This solicitation will be administered using the MyFloridaMarketPlace (MFMP) Sourcing Tool. Vendors interested in submitting a reply must comply with all of the terms and conditions described in this ITB. Information about submitting a reply can be found in Instructions to Respondents, section 2 of this solicitation.

### **1.2 Solicitation Objective**

The current STC for Motor Vehicles has an estimated average annual spending volume of approximately \$25 million dollars. Estimated spending volume is for informational purposes only and should not be construed as representing actual, guaranteed, or minimum purposes under any new contract. Customers include state agencies and Other Eligible Users as defined by Rule 60A-1.005, F.A.C. The Department intends to award contracts to bidders who provide the lowest, responsive, responsible evaluated price for a Representative Model, including, if applicable, Original Equipment Manufacturer (OEM) Options and Identified Aftermarket Options. The Department reserves the right to award to multiple bidders for a Representative Model or to make no award for a Representative Model, as determined to be in the best interest of the State.

### **1.3 Term**

The term of the contract will be one (1) year with no option for renewal. The contract shall be effective on November 1, 2014, and the contract shall end on October 31, 2015.

### **1.4 Timeline of Events**

The table below contains the timeline of events for this solicitation. Bidders should become familiar with the Timeline of Events. The dates and times within the Timeline of Events may be subject to change. It is the responsibility of the Bidder to check for any changes. All changes to the Timeline of Events will be made through an addenda to the solicitation and noticed on the Vendor Bid System and within the MFMP Sourcing Tool.

Timeline of Events	Event Time (EST)	Event Date
ITB posted in the VBS and in the MFMP Sourcing Tool.	10:00 AM	9/25/2014
Deadline to submit questions via the MFMP Sourcing Tool Q&A Board.	2:00 PM	10/02/2014
Department's anticipated posting of answers to Bidders' questions within the MFMP Sourcing Tool.		10/07/2014
Deadline to submit bid and all required documents in MFMP Sourcing Tool.	2:00 PM	10/21/2014
Bid Opening-4050 Esplanade Way Suite 360K, Tallahassee, Florida 32399	2:01 PM	10/21/2014
Anticipated date to post Notice of Intent to Award.	2:00 PM	10/28/2014
Anticipated contract start date.	12:00 AM	11/01/2014
Anticipated Mandatory Post Award Meeting with Awarded Vendors (Section 4.21)	2:00 PM	11/15/2014

### 1.5 Order of Precedence for Solicitation

In the event of conflict, the conflict will be resolved in the following order of priority (highest to lowest):

- Addenda to Solicitation, if issued
- Introduction
- Description of Scope
- Special Instructions
- General Instructions
- Special Contract Requirements
- General Contract Requirements
- Attachments

### 1.6 Procurement Officer

The Procurement Officer is the sole point of contact from the date of release of this ITB until 72 hours after the contract award is made.

Procurement Officer for this ITB is:

Claudia Cooper  
Associate Category Manager  
Florida Department of Management Services  
Division of State Purchasing  
4050 Esplanade Way, Suite 360  
Tallahassee, FL 32399-0950  
Phone: (850) 488-8440  
Email: [Claudia.Cooper@dms.myflorida.com](mailto:Claudia.Cooper@dms.myflorida.com)

### **1.7 Limitation on Contact with Government Personnel (S. 287.057(23), F.S.)**

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the 72-hour period following the agency posting the Notice of Intended Award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

### **1.8 ITB Process**

The ITB is a method of competitively soliciting a commodity or contractual service pursuant to section 287.057(1)(a), F. S. The Department posts an ITB on the Vendor Bid System (VBS) to initiate the process and also posts solicitation in the MFMP Sourcing Tool.

Vendors may submit questions in writing to the Procurement Officer via the MFMP Sourcing Tool by the date listed in section 1.4; Timeline of Events. Bids must be submitted by the deadline listed in the Timeline of Events. The Department will open the bids in a public meeting. Once the Department has evaluated the bids, the Department will post a notice of Intended Award on the VBS.

#### **1.8.1 Question Submission**

The Department will entertain written questions regarding the solicitation or the procurement process submitted through the MFMP Sourcing Tool for a limited period of time as specified in the Timeline of Events. The purpose of this question period is to promote the respondent's full understanding of the solicitation requirements by providing written binding answers to questions about the solicitation.

In order to submit a question, respondents must be registered in MFMP Sourcing and able to access the "Messages" tab in the solicitation dashboard. For information about registering with MFMP Sourcing, please see section 2.2; Special Instructions. The Department will not respond to questions submitted through any other format or medium (telephone calls, emails, letters, etc.).

Questions submitted via the "Messages" tab within the MFMP Sourcing Tool must be RECEIVED NO LATER THAN the time and date reflected on the Timeline of Events. Questions shall be officially answered via addenda as stated in the Timeline of Events. The Department shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Department's contracting personnel.

#### **1.8.2 Addenda to the ITB**

The Department may modify this ITB by issuing addenda. Addenda, if issued, shall be posted on the VBS and the MFMP Sourcing Tool. Bidders are responsible for checking the VBS and sourcing tool for changes and updates to the solicitation

#### **1.8.3 Modification or Withdrawal of Bid**

Bidders are responsible for the content and accuracy of their bid. Bidders may modify or withdraw their bid at any time **prior** to the bid due date in accordance with the Timeline of Events. For instructions on how to modify or withdraw bids refer to the link: [MFMP Vendor Toolkit](#) or for technical assistance please select this link: [MFMP Vendor Help](#) or call (866) 352-3776.

#### **1.8.4 Disclosure of Bid Contents**

All documentation produced as part of the ITB will become the exclusive property of the Department and will not be returned to the Bidder unless it is withdrawn prior to the bid opening in accordance with section 1.8.3.

#### **1.9 Contract Formation**

The Department intends to enter into a contract with the awarded Bidder(s) pursuant to section 2.5; Basis of Award. The contract shall be composed of the following: General Contract Conditions ([PUR 1000](#)), Special Contract Conditions, Description of Scope, the pricing sheet submitted by the Bidder and additional documentation (as required). No additional documents submitted by a Bidder may be incorporated in the contract unless it is specifically identified and incorporated by reference in the attached contract document.

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## Section 2 Instructions to Respondents

This section contains instructions to Bidders on how to submit a Bid. The instructions come in two parts; general instructions and special instructions.

### 2.1 General Instructions

The [PUR 1001](#), The General Instructions to Respondents, is incorporated by reference and provided via the link below:

<http://www.dms.myflorida.com/content/download/10026/48851/file/06%20-%20PUR%201001%20General%20Instructions%20to%20Respondents.pdf>

In the event any conflict exists between the Special Instructions and General Instructions to Respondents, the Special Instructions shall prevail.

### 2.2 Special Instructions

#### 2.2.1 MFMP Registration

In order to bid, Bidders must have a current Vendor registration and be active for “Sourcing Events” within the link: MFMP Vendor Information Portal Website.

#### 2.2.2 How to Submit a Bid

Submit responses to this solicitation via the MyFloridaMarketPlace Sourcing Tool by selecting this link: [MFMP Sourcing 3.0 Login](#). Bidders must have a current Vendor registration and be active for “Sourcing Events” within the link [MFMP Vendor Information Portal](#). Download the MFMP Participation Instructions to Bidder, for detailed instructions on how to participate within the MFMP Sourcing Tool 3.0.

Include all appropriate pricing, discounts, documents, forms, files, question responses, and information responses located within the MFMP Sourcing Tool for the solicitation in Bids. All required or requested pricing, discounts, documents, forms, files, question responses, and information responses are to be entered electronically in the MFMP Sourcing Tool during this solicitation as indicated.

#### 2.2.3 Sourcing Tips and Training

After logging into MFMP Sourcing 3.0, “My Events” lists all events the Vendor already chose to “Join” (i.e., you intend to submit a formal response). “Public Events” lists those events associated with the Vendor’s registered commodity codes listed in their Vendor Information Portal (VIP) accounts, but the Vendors have not yet “Joined.” Joining an event moves the event from “Public Events” to “My Events,” allows the Vendor to submit questions about the event, and alerts Vendors to any associated updates (e.g., addenda, event edits, etc.).

To respond to a solicitation, respondents must review and accept the electronic agreement on the “Review and Accept Agreement” page. Click the radio button next to, “I accept the terms of this agreement.”

When responding, save work frequently – at intervals less than 20 minutes. Sourcing 3.0 automatically times out after 20 minutes of inactivity. Any unsaved information may be lost when the system times out. Clicking the “Save” button within Sourcing 3.0 only saves your solicitation responses.

To transmit responses to the State, Vendors must click “Submit Entire Response.” After clicking the “Submit Entire Response” button, Vendors are responsible to verify and validate any submitted response in Sourcing 3.0 to ensure their responses are accurate and complete prior to the bid closing time.

Vendors should allow sufficient time, prior to the Solicitation event period closing, to address any errors and resubmit revised responses.

To validate responses, please do the following before the Solicitation period ends:

Click the “Response History” link to confirm that your “submitted” response is visible, and, therefore, formally submitted.

Confirm that a status of “Accepted” displays next to your submitted response.

Click on the Reference number of your submitted bid response to review the submission.

Please check the following:

- Text boxes – Is your entire answer viewable?
- Yes/No questions – Are the displayed answers correct?

For technical assistance, contact the MFMP Customer Service Desk (CSD) at (866) 352-3776 or by email at [VendorHelp@MyFloridaMarketPlace.com](mailto:VendorHelp@MyFloridaMarketPlace.com). For additional information regarding Vendor online training or to view MFMP Sourcing training documents select the hyperlink, [MFMP Vendor Toolkit](#).

## **2.2.4 Who May Respond**

Motor Vehicle Manufacturers or Dealers, who are registered with and considered to be in good standing by the Florida Department of State, may respond. To be eligible for award, a Bidder is to satisfy the requirements, specifications, terms, and conditions of the solicitation and demonstrate their capability to perform a statewide Contract in the State of Florida, and are authorized by the Florida Department of State to do business in the State of Florida.

## **2.2.5 Bidder Qualification Questions**

Submit a Yes/No response to the following Qualification Questions within the MFMP Sourcing Tool. Bidders are to meet and respond to the qualifications identified in the following Qualification Questions in order to be considered responsive. The Department may not evaluate bids from Bidders who answer “No” to any of the Qualification Questions.

**2.2.5.1** Does the Bidder certify that the person submitting the bid is authorized to respond to this ITB on Bidder’s behalf?

**2.2.5.2** Does Bidder certify that it is not a Convicted Vendor or Discriminatory Vendor as defined in sections 7 and 8 of the PUR 1001?

**2.2.5.3** Does Bidder certify compliance with section 9 of the PUR 1001?

**2.2.5.4** Does Bidder certify that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List?

**2.2.5.5** Does Bidder certify that it will, if awarded, submit to the Department, at least annually, the completed signed Preferred Pricing Affidavit as required in section 4.16 of this solicitation?

**2.2.5.6** Does Bidder certify that it will, if awarded, submit monthly to the Department a Motor Vehicle Contract Sales report, as required in section 4.26 of this solicitation?

**2.2.5.7** Does Bidder certify that, if awarded, it has (1) full-service repair facility in Florida from which the commodities bid may be installed, serviced, and repaired under warranty and the terms of the Contract, as required in section 3.1 of this solicitation?

**2.2.5.8** Does Bidder certify that they have carefully and thoroughly reviewed their bids or prices on the Price Sheet (Attachment A) for accuracy and completeness?

**2.2.5.9** Does the bidder certify that they have read and understand the requirements stated in section 1.8.3, Modification or Withdrawal of Bid?

## **2.3 Contents of Bid**

Organize Bids in parts as directed below. Submit all the information requested in each part below through the [MFMP Sourcing Tool](#). Failure to submit all of the requested information in 2.3.1 through 2.3.6 (Part 1 through Part 6) below, in the format required under this ITB, may result in a determination of Bidder non-responsiveness. Label each response with the appropriate section number (and part number) below:

### **2.3.1 Part 1 - Company Information**

Complete the Vendor Information Form (Attachment I) to include all of the below:

**2.3.1.1** Company name and address.

**2.3.1.2** Name, title, phone number and email of person within the company responsible for administering the contract.

**2.3.1.3** Federal ID Number

**2.3.1.4** Internet website address

### **2.3.2 Part 2 - Current Manufacturer's Certification Submission**

Submit one current, completed Manufacturer's Certification form for each Manufacturer represented. (Attachment J)

### **2.3.3 Part 3 - References**

Provide a minimum of three references from governmental agencies or Other Eligible Users in Florida that purchased provided motor Vehicles from the Bidder. Submit legible copies of the purchase orders or invoices exceeding \$100,000 for each reference which identify motor Vehicles sold to the reference during the period July 1, 2012, through June 30, 2014. The purchase order or invoice must include the following:

- 2.3.3.1** The customer's business name,
- 2.3.3.2** The name and telephone number of a contact person for the customer,
- 2.3.3.3** The date of the purchase order and/or invoice, and
- 2.3.3.4** The specific Vehicle model(s) and total price.

### **2.3.4 Part 4 - Relevant Past Performance**

Provide a synopsis of the five most recent large volume Vehicle contracts (which are similar to this ITB) in which your organization provided motor Vehicles. Include the following information:

- 2.3.4.1** Contract number;
- 2.3.4.2** Term of the contract;
- 2.3.4.3** The name and telephone number of the customer's contact person;
- 2.3.4.4** Number of Vehicles sold by your organization under the contract;
- 2.3.4.5** Average number of your organization's personnel assigned to contract; and
- 2.3.4.6** The final overall sales received by your organization under the contract.

### **2.3.5 Part 5 - Price Sheet Submission**

Download the Price Sheet (Attachment A-Contractor's Pricing Sheet), complete and upload it within the MFMP Sourcing Tool.

**2.3.5.1** The Price Sheets are contained within a separate Microsoft Excel™ workbook. The workbook contains six (6) separate Commodity Code Group Price worksheets, each with individual lines (rows) for each related Representative Model (listed in alphabetical order by brand name, and then by Vehicle size/variation/configuration and divided into sub-groups for organizational purposes) and are as follows:

- 2.3.5.1.1** Police Vehicles
- 2.3.5.1.2** Automobiles or Cars
- 2.3.5.1.3** Mini-Vans or Vans
- 2.3.5.1.4** Light Trucks or Sport Utility Vehicles
- 2.3.5.1.5** Product and Material Transport Vehicles
- 2.3.5.1.6** Passenger Motor Vehicles

**2.3.5.2** Each of the six (6) separate Commodity Code Group Price Sheets shall include the following:

- 2.3.5.2.1** Line No.,
- 2.3.5.2.2** Representative Model,
- 2.3.5.2.3** Alternate Fuel Capability,
- 2.3.5.2.4** Organization name,
- 2.3.5.2.5** Base Vehicle Price (\$##,###)
- 2.3.5.2.6** OEM Options Discount (##.##%) field,
- 2.3.5.2.7** Estimated lead-time in Days (###) field,
- 2.3.5.2.8** Manufacturer's Last Order Date (##/##/#####),

**2.3.5.2.9** Evaluated price (Score) as automatically calculated per section 2.5; Basis for Award, and

**2.3.5.2.10** Up to eleven (11) Identified Aftermarket Options (of various descriptions) Price (\$##,###). Special Note: Aftermarket options are not authorized on all Representative Models.

**2.3.5.3** Respond to as many of the provided Representative Models (with their associated fields) as you may choose to bid, but provide only one bid per Representative Model. Supply all related information for each Representative Model in the appropriate areas and formats required on the Price Sheets. Each Representative Model consists of the following fields:

- 2.3.5.3.1** Organization name;
- 2.3.5.3.2** Base Vehicle Price (\$##,###);
- 2.3.5.3.3** OEM Options Discount (##.##%);
- 2.3.5.3.4** Estimated Lead-time in Days (###); and
- 2.3.5.3.5** Up to eleven (11) Identified Aftermarket Options (of various descriptions) Price (\$##,###). Special Note: Aftermarket options are not authorized on all Representative Models. Fields will be blacked out where the field does not apply.

**2.3.5.4** Follow the instructions and formats noted in the Price Sheet instructions. The blue cells on each of the Price Sheets, are the places where the Bidder may enter specific Representative Models (with their associated fields) and where the Bidder is required to supply accurate and complete information per section 4.4, Pricing. These blue cells on the Price Sheets contain bracketed notes providing instructions and requirements to assist the Bidder in providing the required information in the required format. The orange colored cells on the Price Sheets, automatically calculate the evaluated prices (Score) for each Representative Model, OEM options, and Identified Aftermarket Options which the Department will use in selecting Contractors for award in accordance with section 2.5; Basis of Award.

**2.3.5.5** When entering a bid for a Representative Model, complete all applicable fields including OEM options and aftermarket options. If you do not wish to bid a specific Representative Model, leave the line (row) and cells untouched or blank (do not delete the row).

Enter a value of zero dollars and zero cents (“\$0.00”) for Representative Models that do not include an associated OEM Options Discount and any associated and/or required Identified Aftermarket Options, or the bid for that Representative Model may be rejected as non-responsive. Values entered for OEM Options or Identified Aftermarket Options without bidding the associated Base Vehicle Price may be rejected as non-responsive.

All bids will be to provide the base Representative Models. All Prices will be in U.S. Dollars, whole (\$USD; e.g., \$99,999); all Discounts shall be a positive percentage to the one-hundredth decimal place (%; e.g., 99.99%); all dates will be in full standard numerical format (e.g., mm/dd/yyyy); and all Numbers shall be a positive in standard numerical format (e.g. ##,###).

Bids that do not meet or exceed the solicitation’s requirements, specifications, general and specific contract requirements, or are not listed or referenced as a Representative Model in the applicable solicitation documents, may be rejected as non-responsive.

## **2.3.6 Part 6 – Other information**

### **2.3.6.1 Current Department of State Registration Form**

Submit a copy of the Bidder’s registration with the Florida Department of State, which authorizes the company to do business in the State of Florida.

### **2.3.6.2 Out-of State Preference Letter from Attorney (if applicable)**

Any Bidder who states that its “principal place of business” is outside of this state must submit with its bid a written opinion of an attorney at law, licensed to practice law in that foreign state, that contains information explaining the preferences, any or none, granted by the law of that state to its own business entities whose principal place(s) of business are in that foreign state in the letting of any or all public contracts. For the purpose of this ITB, “principal place of business” means the state in which the Bidder’s high level officers direct, control, and coordinate the Bidder’s activities.

### **2.3.6.3 Preferred Pricing Affidavit (Attachment D)**

Submit a completed and signed copy of the Preferred Pricing Affidavit.

### **2.3.6.4 Certification of Drug-Free Workplace**

Bidder must submit a completed and signed copy of the Certification of Drug-Free Workplace (Attachment C).

### **2.3.6.5 Savings /Price Reduction**

The Bidder/Respondent is required to furnish the percent (%) savings in prices offered compared to retail, list, published or other usual or customary prices that would be paid by the purchaser without the benefit of a contract resulting from this bid. Attachment E, Savings/Price Reductions is provided to facilitate the Bidders response to this requirement. The Bidder is required to submit this form with its bid, and at the time of any renewals or extensions.

## **2.4 Evaluation Criteria**

The Department shall review bidder responses using the criteria listed in 2.2.5 Bidder Qualification Questions to determine responsiveness. Bids that do not meet all requirements of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Bidder’s responses, past performance, or current status that do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a Contract may be rejected as non-responsive. At its sole discretion the Department will determine which responses meet the requirements of this solicitation, and which Bidders are responsive and responsible.

## **2.5 Basis of Award**

The Contract(s) shall be awarded to the responsive, responsible Vendor(s) that submits the lowest responsible evaluated price for each individual Representative Model including, if applicable, OEM Options and Identified Aftermarket Options. Bidders may submit bids for multiple Representative Models; however, Bidder may not submit more than one bid for each individual Representative Model. The Department reserves the right to award to multiple bidders for a Representative Model or to make no award for a Representative Model, as determined to be in the best interest of the State.

Multiple awards may be made to up to two bidders for each individual Representative Model if the evaluated price (Score) of the second bidder is within seven percent (7%) or less of the lowest evaluated bidder. The Department reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State’s best interest.

**2.5.1** Commodity Code 25101702, Police Vehicles; Sub-Group A, Line No. 1 shall be calculated as follows:

**Formula:  $B + ((B \times 0.10) \times (1 - O)) = \text{Evaluated Price}$**

Where:

**B =** Base Vehicle Price offered. Note: All Prices [Credits] must be in U.S. Dollars, whole (e.g., \$99,999).

**O =** OEM Options Discount offered. Note: All Discounts must be a positive percentage to the one-hundredth decimal place (e.g., 99.99%).

**2.5.2** Commodity Code 25101702, Police Vehicles; Sub-Group A, Line Nos. 2, 3, 4, 5 and 6 shall be calculated as follows:

**Formula:  $B + ((B \times 0.10) \times (1 - O)) + A_R = \text{Evaluated Price}$**

Where:

**B =** Base Vehicle Price offered. Note: All Prices [Credits] must be in U.S. Dollars, whole (e.g., \$99,999).

**O =** OEM Options Discount offered. Note: All Discounts must be a positive percentage to the one-hundredth decimal place (e.g., 99.99%).

**AR =** Required Identified Aftermarket Option Price offered. Note: All Prices [Credits] must be in U.S. Dollars, whole (e.g., \$99,999). Additional Note: The Required Identified Aftermarket Option is contained in the first column to the right of the Evaluated price column in the Price Sheets.

**2.5.3** Commodity Code 25101702, Police Vehicles; Sub-Group B, All lines, Police Vehicles; Sub-Group C, All lines, Police Vehicles; Sub-Group D, Line Nos. 1, 2, 3 and 4 shall be calculated as follows:

**Formula:  $B + ((B \times 0.08) \times (1 - O)) = \text{Evaluated Price}$**

Where:

**B =** Base model price offered. Note: All Prices [Credits] must be in U.S. Dollars, whole (e.g., \$99,999).

**O =** OEM Options Discount offered. Note: All Discounts must be a positive percentage to the one-hundredth decimal place (e.g., 99.99%).

**2.5.4** Commodity Code 25101702, Police Vehicles; Sub-Group D, Line No. 5 shall be calculated as follows:

**Formula:  $B + ((B \times 0.08) \times (1 - O)) + AR = \text{Evaluated Price}$**

Where:

**B =** Base Vehicle Price offered. Note: All Prices [Credits] must be in U.S. Dollars, whole (e.g., \$99,999).

**O =** OEM Options Discount offered. Note: All Discounts must be a positive percentage to the one-hundredth decimal place (e.g., 99.99%).



**AR =** Required Identified Aftermarket Option Price offered. Note: All Prices [Credits] must be in U.S. Dollars, whole (e.g., \$99,999). Additional Note: The Required Identified Aftermarket Option is contained in the first column to the right of the Evaluated Price column in the Price Sheets.

## **2.5.5** Commodity Code Group Nos.:

**2.5.5.1** 25101702; Police Vehicles; Sub-Group E; all lines

**2.5.5.2** 25101503; Automobiles or Cars; Sub-Group A; all lines

**2.5.5.3** 25101505; Mini-Vans or Vans; Sub-Groups A, B, and C, all lines

**2.5.5.4** 25101507; Light Trucks or Sport Utility Vehicles; Sub-Groups A and B; all lines

**2.5.5.5** 25101500; Passenger Motor Vehicles; Sub-Group A; all lines

Shall all be calculated as follows:

**Formula:  $B + ((B \times 0.025) \times (1 - O)) = \text{Evaluated Price}$**

Where:

**B =** Base Vehicle Price offered. Note: All Prices [Credits] must be in U.S. Dollars, whole (e.g., \$99,999).

**O =** OEM Options Discount offered. Note: All Discounts must be a positive percentage to the one-hundredth decimal place (e.g., 99.99%).

**2.5.6** Commodity Code Group Nos.: 25101507; Light Trucks or Sport Utility Vehicles; Sub-Groups C, D, E, F, G, and H; all lines and 25101600; Product and Material Transport Vehicles; Sub-Groups A and B; all lines shall be calculated as follows:

**Formula:  $B + ((B \times 0.05) \times (1 - O)) = \text{Evaluated Price}$**

Where:

**B =** Base Vehicle Price offered. Note: All Prices [Credits] must be in U.S. Dollars, whole (e.g., \$99,999).

**O =** OEM Options Discount offered. Note: All Discounts must be a positive percentage to the one-hundredth decimal place (e.g., 99.99%).

*Note: All Evaluated Prices of \$0.00, showing error codes, or that do not include the Base Vehicle Price offer, OEM Options Discount offer, and Required Identified Aftermarket Option Price offer, as required, may be rejected as non-responsive. If there is a conflict between these instructions and the pricing sheet, these instructions shall control.*

## **2.6 Preference to Florida Vendors**

If the lowest bid is submitted by a Bidder whose principal place of business is located outside the State of Florida, preference shall be applied consistent with section 287.084, F.S.

## **2.7 Tie Bids**

In the event that the Department's evaluation results in identical evaluations of replies, the Department will select a Bidder based on the criteria identified in Rule 60A-1.011, F.A.C.

## **2.8 Rejection of Bids**

Bids that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Bidders whose bids, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a contract may be rejected as not responsible. The Department reserves the right to determine which bids meet the requirements of this solicitation, and which bidders are responsive and responsible.

## **2.9 Redacted Submissions**

The following section supplements section 19 of the [PUR 1001](#). If Bidder considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, Bidder must mark the document as "Confidential" and simultaneously provide the Department with a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the Bidder's name on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy should only redact those portions of material that the Bidder claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution or other authority, to which documents that are marked as confidential are responsive, the Department will provide the Redacted Copy to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Bidder such an assertion has been made. It is the Bidder's responsibility to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Bidder in a legal proceeding, the Department shall give the Bidder prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Bidder shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

By submitting a bid, the Bidder agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Bidder's determination that the redacted portions of its reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Bidder fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request for these records.

**2.10 Additional Information**

By submitting a bid, Bidder certifies that it agrees to and satisfies all criteria specified in the ITB. The Department may request, and Bidder shall provide, supporting information or documentation. Failure to supply supporting information or documentation as required and requested will result in disqualification of the bid.

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## **Section 3 Description of Scope**

The purpose of this State Term Contract is to provide governmental entities within the State of Florida the ability to acquire new and unused 2015 Motor Vehicles. Purchases under this agreement will meet the needs of state agencies and Other Eligible Users in the performance of the respective entities' core responsibilities. Contractors shall provide Motor Vehicles in accordance with the specifications contained herein.

### **3.1 Full-Service Repair Facilities**

The Contractor must have a minimum of one (1) Full-Service Repair Facility in Florida from which the commodities bid may be installed, serviced, and repaired under warranty and comply with the terms of the Contract, if awarded.

If awarded, the Contractor may be required by the Department to submit additional information deemed important by the Department regarding the Full-Service Repair Facilities during the term of the Contract. Additionally, the Department may require written verification from each Full-Service Repair Facility indicating their willingness to honor all applicable Contract requirements, specifications, terms, and conditions for the duration of the Contract.

### **3.2 Hours of Operation**

With the exception of State recognized holidays the Contractor shall maintain hours of operation and be available Monday through Friday, 8 a.m. to 5 p.m. (ET) for the management of this Contract.

### **3.3 Commodities Title and Registration**

Applicable awarded Vehicles delivered under the Contract shall be titled and registered by the Contractor in accordance with Chapters 319 and 320, Florida Statutes. The Contractor shall send any necessary form(s) that must be signed by an authorized representative of the Customer with the awarded commodity(ies) upon delivery, and the Contractor shall obtain any necessary signature(s) and complete the titling and registration process for the Eligible User in a timely manner.

In the event the Customer is permitted by statute, law, rule, ordinance, code, policy, and procedure to obtain Title and Registration independent of the Contractor, and chooses to obtain Title and Registration independent of the Contractor, the Customer shall notify the Contractor in writing of this decision no later than three (3) business days following receipt of the Acknowledgement of Order form. However, the Customer will then be obligated to Title and Register the awarded Commodity per applicable statute, law, rule, ordinance, code, policy, and procedure, and the Contractor shall provide any documents necessary for the Customer to do so.

For applicable awarded Vehicles, Customers may elect to transfer an existing license plate, or may choose to obtain a new license plate. Should a Customer elect to transfer an existing license plate, please note that this is the standard default order type and does not require specific notation on the Purchase Order. All related fees listed in Ceiling Prices and Charges and Fees (refer to sections 4.4.1 and 4.4.2) are included in the Base Equipment Net Price. Should a Customer elect to obtain a new license plate in lieu of transferring their old license plate, or if the awarded Commodity is an addition to their fleet and requires a new license plate, the Purchase Order

should include a notation and an additional amount to cover the cost of a new license plate. The Contractor is not required to obtain new license plates for the Customer unless there is a notation and a new license plate fee is included on the Purchase Order. All related charges and fees (see section 4.4.2), except the new license plate cost, are included in the Base Equipment Net Price

The Customer's Purchase Order notation for a new license plate must include the request for a new license plate, what type of license plate is required, and a Issuing Officer's name, title, and telephone number should there be any questions.

The Contractor may obtain special plates such as "State", "County", or "City" from most county tax offices, but agency plates such as "DOT", "DC", "DEP", etc. must be obtained from the Department of Highway Safety and Motor Vehicles, Division of Motor Vehicles, in Tallahassee, Florida.

### **3.4 Transportation and Delivery**

This section supersedes and replaces General Conditions Section 11, PUR 1000, Transportation and Delivery.

Delivery of the awarded new, unused Vehicles is defined as receipt of the awarded new Vehicle at the Customer's place of business or designated location, or if the Customer chooses, at the Contractor's place of business. The Contractor must give the ordering Customer a minimum of twenty-four hours' notice prior to Delivery. Deliveries will be received only between 8:00am and 3:00pm (Customer's local time) on the Customer's normal business days.

Deliveries of awarded new Vehicles is made by either private or common carrier transport; or where delivery may be accomplished by driving the self-propelled Motor Vehicle with less than one thousand (1,000) odometer miles at delivery, the self-propelled Motor Vehicle may, with the Customer's prior approval, be driven under supervision to the delivery location. The Contractor must make every effort to minimize the number of odometer miles at delivery. At the Customer's option, Motor Vehicles with more than one thousand (1,000) odometer miles at delivery may be rejected or \$0.50 per mile in excess of one thousand (1,000) odometer miles may be deducted from the invoice and payment. The Contractor must comply with the Manufacturer's break-in requirements and all applicable traffic and safety laws.

All self-propelled Motor Vehicles delivered by the Contractor to the Customer shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. At the Customer's option, Motor Vehicles with less than one-quarter (1/4) tank of fuel at delivery may be rejected or \$4.00 per gallon, up to one-quarter of the Motor Vehicle's designated fuel tank capacity, may be deducted from the invoice and payment.

The Contractor will perform the standard Manufacturer's Pre-Delivery Inspection, and is responsible for delivering an awarded Vehicle that is properly serviced, clean, and in first class operating condition. Pre-Delivery service, at a minimum, shall include the following:

**3.4.1** Complete lubrication of operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants;

**3.4.2** Check / Fill all fluid levels to assure proper fill;

**3.4.3** Adjust engine(s) / motor(s) / drive(s) to proper operating condition(s);

- 3.4.4** Inflate tires (including any spares) to proper pressures;
- 3.4.5** Check to assure proper operation of all accessories, gauges, lights, and mechanical and hydraulic Features;
- 3.4.6** Clean equipment, if necessary, and remove all unnecessary tags, stickers, papers, etc.; and
- 3.4.7** Assure that the Motor Vehicle is completely assembled (unless otherwise noted in the specification) including Representative Model, OEM Options (if applicable), Identified Aftermarket Options (if applicable), and thoroughly tested and ready for operation upon Delivery.

All awarded Vehicles will be delivered with each of the documents listed below completed and included. Deliveries that do not include the above forms and publications, or that have forms that have been altered, or are not properly completed, may be refused.

- 3.4.8** Copy of the Manufacturer's Pre-Delivery Inspection form, which meets or exceeds the requirements herein;
- 3.4.9** Copy of the ordering Customer's Purchase Order;
- 3.4.10** Copy of the applicable Contract specification(s) and Price Sheet information;
- 3.4.11** Copy of the Manufacturer's Invoice(s) for each awarded Commodity, including individual Representative Model, OEM Options, and Identified Aftermarket Options, in the shipment;
- 3.4.12** Manufacturer's Window Sticker(s), if applicable;
- 3.4.13** Manufacturer's Certificate of Origin, if applicable;
- 3.4.14** Manufacturer's Operator Manual, and (if not included in the operator manual) one (1) each of the Manufacturer's lubrication and maintenance instructions;
- 3.4.15** Copy of the Manufacturer's Standard Warranty Certifications;
- 3.4.16** Sales Tax Exemption Form, if applicable;
- 3.4.17** Temporary Tag and twenty (20) day Extension Tag, if applicable; and DHSMV 82040, Application for Certificate of Title and Vehicle Registration, if applicable.

Awarded Vehicles requiring post-Manufacturer, Dealer installed OEM Options and Identified Aftermarket Options must be delivered FOB Destination to any point within the State of Florida within thirty calendar days after receipt of the awarded Vehicles from the Manufacturer(s).

Awarded Vehicles requiring post-Manufacturer Identified Aftermarket Options for body installation must be delivered FOB Destination to any point within the State of Florida within forty-five calendar days after receipt of the awarded Vehicle from the Manufacturer(s).

Prices include all charges for packing, handling, freight, distribution, and delivery. These transportation and delivery requirements also apply to the re-delivery of an awarded Vehicle that was previously rejected upon initial delivery.

### **3.5 Acceptance**

Transportation and Delivery of the Vehicle(s), does not constitute acceptance. Final acceptance and authorization of payment shall be given by the Customer only after a thorough inspection indicates that the Vehicle(s) is undamaged and meets the Contract requirements, specifications, terms, and conditions.

Inspection and acceptance will be the Customer's responsibility and occur at the location of the Customer's specified delivery location. Title and risk of loss or damage to all Vehicles shall be the responsibility of the Contractor until acceptance by the Customer. The Contractor shall be responsible for filing, processing, and collecting all damage claims.

The Customer, within three (3) business days of delivery, will thoroughly inspect the Vehicle(s) received for acceptance. The Customer will record any evidence of visible damage on all copies of the delivering carrier's bill of lading and report concealed damage within 15 business days of delivery to the Contractor. The Contractor will remedy the defect(s) or be responsible for reimbursing the Manufacturer's local authorized service Vendor or others selected by the Customer to remedy the defect(s). The Contractor shall initiate such required service or adjustments within two (2) business days following notification by the Customer. The Vehicle(s) will not be accepted until all service or adjustments are satisfactory and the Vehicle(s) is re-delivered in acceptable condition. The costs of any Transportation and Delivery, required as part of the initial or any re-deliveries due to error or damage are the responsibility of the Contractor.

### **3.6 Representative Model, OEM Option, and Identified Aftermarket Option Specifications**

Representative Model, OEM Option, and Identified Aftermarket Option Specifications (Specifications) are included in this Contract section by reference. The Department provided Specifications may be found via their individual lists or links from within Price Sheets. The Department Specifications are based on the best information available to the Department at the time the specifications were developed. Where available, Representative Model and OEM Option specifications were developed based on known Customer needs and using Chrome Systems, Inc.'s Carbook Fleet Edition with the latest data version available at the time of the individual specifications creation. Where available, Identified Aftermarket Option specifications were created based on known Customer needs and the respective manufacturer's data.

Any conflict between the Department Specifications and the Manufacturer's specification will be resolved in favor of the Department Specifications.

#### **3.6.1 Commodity Code Groups**

The contract consists of Motor Vehicles divided into six (6) commodity code groups related to the United Nations Standard Products and Services Code® (UNSPSC®). Each of the six (6) Commodity Code Groups are reflected within the Bid Price Sheets. The commodity code groupings contain a list of applicable Representative Models (listed in alphabetical order by brand name, and then by Vehicle size/variation/configuration) with detailed descriptions (e.g., model year, make, model, trim level, etc.).

### **3.6.2 Representative Model Specifications**

Each of the six (6) Commodity Code Groups provided in the Price Sheets contains a unique link within the Commodity Code Groups Description to the specification for the Representative Models within that specific Commodity Code Group.

### **3.6.3 OEM Options**

Each of the Representative Model Specifications (noted above) contains a related OEM Options Specifications sub-section.

### **3.6.4 Identified Aftermarket Options**

Each of the Commodity Code Groups provided in Price Sheets, contains up to eleven (11) Identified Aftermarket Option columns; each with unique links to specific Identified Aftermarket Options Specifications applicable to that specific Commodity Code Group.

### **3.7 Condition of Vehicles and Equipment**

All Vehicles and equipment provided under the Contract must be designed, constructed, equipped, and installed to be fully suitable for their intended use, purpose, and service. The Vehicle and optional equipment must be new and unused (other than as specified in section 3.4, Transportation and Delivery) for the current Manufacturer's model year or later, as Department approved. All Vehicles must meet the requirements, specifications, terms, and conditions herein.

### **3.8 Luxury or Sport Vehicles or Features**

Unless otherwise indicated within the individual Representative Model, OEM Option, or Identified Aftermarket Option Specification, no luxury or sports Vehicles will be considered or permitted. The Department, in its sole determination, shall determine what a luxury is or sport Vehicle. To date, the Department has determined: luxury or sports Vehicle brands shall include, but are not limited to, the following brands, types and components:

**3.8.1** Acura, Alfa Romeo, Audi, Aston Martin, Bentley, BMW, Bugatti, Cadillac, Ferrari, Infiniti, Jaguar, Koenigsegg, Lamborghini, Land Rover, Lexus, Lincoln, Lotus, Maserati, Maybach, Mercedes-Benz, Pagani, Porsche, Rolls-Royce, and Spyker.

**3.8.2** Coupes, two-seaters, supercars, cabriolets, convertibles (soft top or hardtop), roadsters, grand-tourers, and signature or specialty editions.

**3.8.3** Leather upholstery (seats or interior), sunroofs and moon roofs

### **3.9 Dealer Advertising**

No Contractor or Dealer advertising or identification (name, logos, etc.) is permitted on the Representative Model, OEM Options, Identified Aftermarket Options, or Components. Vehicle Manufacturer advertising or identification (name, model, logos, etc.) may be permitted on the respective Vehicles if such advertising or identification is a Manufacturer's standard on the specific Vehicle. The Department, at its sole discretion, will determine what is Contractor or Dealer



advertising or identification, what is Vehicle Manufacturer's advertising or identification, and what advertising or identification is acceptable. The Contractor will remove all unacceptable advertising or identification.

### **3.10 Options (OEM or Identified Aftermarket), Features, and Components**

All Representative Models, OEM options, Identified Aftermarket Options must be manufactured by a recognized manufacturer of the commodity provided. Where a Representative Model is specified for an OEM option, Feature, or Component, only the specified Representative Model may be offered and provided. All Options, Features, and Components, either Manufacturer, Port, or Dealer installed, must be new and meet the requirements, specifications, terms, and conditions herein, and are subject to prior Department approval. All OEM Options, Identified Aftermarket Options, Features, and Components of the Representative Model, as specified by the Department and ordered by the Customer, shall be fully assembled and installed by the Motor Vehicle Manufacturer, except as follows:

**3.10.1** If the Option, Feature, or Component is specified as a Port installed Option or Dealer installed Option by the Motor Vehicle Manufacturer; or

**3.10.2** If the Option, Feature, or Component is not available from the Motor Vehicle Manufacturer, the Option, Feature, or Component may be assembled by its respective Manufacturer and installed by the Contractor, and

### **3.11 Federal and State Standards**

It is the intent of the Department that all specifications herein are in full and complete compliance with all United States of America and State of Florida laws, requirements, and regulations applicable to the type and class of Vehicle and contractual services being provided. This includes, but is not limited to, Federal Motor Equipment Safety Standards, Occupational Safety and Health Administration, Environmental Protection Agency Standards, and State of Florida laws, requirements, and regulations that apply to the type and class of Vehicle and contractual services being provided. In addition, any applicable Federal or State legislation that should become effective during the term of the Contract, regarding the Vehicles and contractual services shall immediately become a part of the Contract. The Contractor must meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Contractor must contact the Contract Manager immediately. Delivery of non-conforming Vehicles and contractual services shall be cause for default proceedings and / or Contract termination.

### **3.12 Acceptable Publications**

The Department may request and the Bidder shall provide, within three (3) business days of any request, acceptable and supporting information or documentation relative to its product. Acceptable and supporting information or documentation includes, but is not limited to:

**3.12.1** Manufacturer's Computer Printouts (e.g., Chrysler's "DIAL SYSTEM", Ford's "DORA", GM's "AutoBook", or Department approved equivalent);

**3.12.2** MSRP list. The MSRP and MSRP list may not be custom or solely developed, created, maintained, altered, revised, changed, or utilized for purposes of the solicitation and resulting contract (reference 4.3.12, MSRP)

**3.12.3** Manufacturer's Standard Warranties;

**3.12.4** Chrome Systems, Inc.'s PC Carbook applications, PC Carbook Plus and Carbook Fleet Edition; and

**3.12.5** The Manufacturer's official fleet or retail websites.

### **3.13 Manufacturer's Last Order Date and Vehicle Change**

The Manufacturer's Last Order Date is the final date on which the Manufacturer stops producing the model year of a Vehicle which meets the requirements, specifications, terms, and conditions of the Contract.

The Contractor shall notify the Department of a contracted Vehicle Manufacturer's Last Order Date in writing (email or fax is acceptable) and received by the Contract Manager no later than thirty (30) calendar days prior to the effective date of the Manufacturer's Last Order Date. In the event the Manufacturer should give less than thirty (30) calendar days' notice of a Last Order Date to the Contractor, the Contractor shall notify by telephone, email, and letter, the Contract Manager no later than the next business day. When available, the Contractor agrees to immediately provide copies of the Manufacturer's notice of the Manufacturer's Last Order Dates to the Contract Manager upon request. Upon notification of Manufacturer's Last Order Date, the Department may unilaterally update the applicable Manufacturers' Last Order Date, fields within the Price Sheets, as it deems is in the best interest of the State and will best assist Customers.

Contractor shall immediately notify the ordering Customer's representative(s) of the Manufacturer's Last Order Date by telephone and using the Acknowledgement of Order Form. Upon receipt of the required telephone notification and Acknowledgement of Order form notifying the Customer of the Manufacturer's Last Order Date, the Customer may cancel the Purchase Order without penalty, or maintain the Purchase Order knowledgeable of the risk of potential non-Delivery without recourse. All Purchase Orders received and maintained after proper Customer notification of a Manufacturer's Last Order Date shall be subject to awarded Commodity availability.

After the Manufacturer's Last Order Date, the Contractor may provide, a new model year of the awarded Commodity, which meets the specifications herein, at the existing Contract Prices, discounts, requirements, terms, and conditions.

Should the Contractor wish to replace any awarded Vehicle they are currently awarded on the Contract with another Vehicle due to a result of a Manufacturer's Last Order Date, product revision, product alteration, product addition, or product technical improvement, the Contractor will offer, in writing, the intended replacement Vehicle to the Department for consideration. The intended replacement Vehicle must meet or exceed the Contract requirements, specifications, terms, and conditions. Additionally, the intended replacement Vehicle offered must be at the same or a lower current Price or at the same or a higher discount as the existing awarded Vehicle. The Contractor shall provide any documents necessary for the Department to fully evaluate the

Contractor's request. The Department, at its sole discretion, will accept or reject the intended replacement Vehicle offered. Should the Department reject the intended replacement Vehicle offered, or if there is no intended replacement Vehicle offered for an awarded Vehicle that is no longer available, the Department may, at its sole discretion, delete the award or delete the award and award the Vehicle to the next lowest responsive and responsible Contractor, or assign the award to another Vendor.

### **3.14 Performance Bond**

If deemed necessary, the Customer may require the Contractor to furnish (without additional cost) a performance bond, a negotiable irrevocable letter of credit or other form of security for the faithful performance of providing the required items specified on Customer Purchase Order against this Contract. Determination of the appropriateness and amount of any bond requirement, is the sole responsibility, and at the sole discretion, of the Customer. The performance bond will be capped at one (1) million dollars, or 10% of the expected value of any resultant contract or purchase order, whichever is lower.

### **3.15 Ordering Instructions**

The following is a description of activities that should occur when ordering a Vehicle. The Department may unilaterally amend the Ordering Instructions as it deems is in the best interest of the State.

#### **3.15.1 Vehicle Needs**

Agencies and Other Eligible Users of this Contract shall communicate their Vehicle needs and requirements to the designated Contractor representatives identified in this contract. The customer is encouraged to seek more than one quote, where available.

#### **3.15.2 Price Quotes**

The Contractor prepares and submits to the Agency or Other Eligible User a price quote for the requested Vehicle(s) using the Contract Price Quote Form (PQF), as revised 08-2014 (Attachment F). All requested Representative Models(s) Vehicles, OEM Options, Identified Aftermarket Options and Non-Identified Aftermarket Options shall be itemized on the PQF. The price quoted for the Representative Models(s) Vehicles, OEM Options, Identified Aftermarket Options shall not exceed the Contractor's bid prices and discounts. This PQF shall be completed by the Vendor and returned to the Customer within 2 business days.

The Customer may negotiate with the Contractor to establish a fixed price lower than MSRP or a discount percentage of MSRP for those required "Non-Identified Aftermarket Items".

#### **3.15.3 DMS Approval (State Agency Only)**

The Customer will develop a justification to support price reasonableness and complete the DMS Fleet Management Form MP6301- Request for Purchase of Mobile Equipment (Attachment H). Submit this form with the PQF and forward to the DMS Bureau of Fleet Management for approval.

### **3.15.4 Purchase Order**

The Customer will process a Purchase Order using normal procurement processes. The Purchase Order will include a copy of the approved PQF. All orders submitted by Eligible Users of the Contract shall be placed using a Purchase Order. Purchase Orders issued by Other Eligible Users shall be in accordance with the Ordering Instructions, Prices, Discounts, requirements, specifications, terms, and conditions of the Contract. The Contractor and the Eligible User agree to the following:

**3.15.4.1** Under the Contract, State Agencies and Other Eligible Users may only place and Contractors shall only accept Purchase Orders for Vehicles the Contractor is awarded.

**3.15.4.2** Other Eligible Users are responsible for including the following information on and with the Purchase Order, for each Vehicle ordered:

**3.15.4.2.1** Eligible User's issuing officer and contact information;

**3.15.4.2.2** Contractor Information from the Ordering Instructions

**3.15.4.2.3** State Term Contract Number and Name;

**3.15.4.2.4** Representative Base Model Vehicle Information: Commodity Code and Line Number (###-###-##), base description, and price (per Section 4.4); Note: Specify paint/finish color if other than the OEM's standard white (or other standard color if white is not available from the Manufacturer). OEM Option Information (if applicable, individually listed): Manufacturer's Option Code and Description, OEM Option MSRP, OEM Option Discount, and OEM Option Net Price or OEM Option MSRP Credit (as applicable, per sections 4.4.1 and 4.4.2). Note: State Agencies must include a copy of the applicable Price Quote Form (per section 3.15.2, Price Quotes) and accompanying OEM Option MSRP List with any submitted Requisition.

**3.15.4.2.5** Identified Aftermarket Option Information (if applicable, individually listed): Identified Aftermarket Option Description and Identified Aftermarket Option Price (per sections 4.4.1, Ceiling Prices and 4.4.2, Charges and Fees);

**3.15.4.2.6** New License Plate Fee (if applicable, per section 3.3, Commodities Title and Registration); and

**3.15.4.2.7** Any Eligible User special instructions, requirements, specifications, terms, and conditions;

**3.15.4.2.8** The total cost for the Representative Base Model Vehicle, OEM Option(s) (if any), Identified Aftermarket Option(s) (if any), and New License Plate Fee (if applicable).

**3.15.4.2.9** Contractor will place all orders received with the Manufacturer(s) within seven (7) calendar days after receipt of the Purchase Order unless the Contractor has the Representative Model, OEM Option(s) (if applicable), Identified Aftermarket Option(s) (if applicable) ordered in their possession. All orders placed with the Manufacturer(s) shall be made in full compliance with the requirements, specifications, terms, and conditions herein

**3.15.4.2.10** Contractor shall honor all Purchase Orders received during the Contract period and which precede the Manufacturer's Last Order Date (see Section 3.13, Manufacturer's Last Order Date and Vehicle Change, for specific requirements, terms, and conditions) for Commodities the Contractor is currently awarded. This may require the provision of the next new model year of the awarded Commodity, which meets the specifications herein, at the existing Contract Prices, Discounts, requirements, terms, and conditions

**3.15.4.2.11** Contractor, from receipt of the Purchase Order until Delivery is made to the ordering Eligible User, shall promptly notify the Eligible User of any potential Delivery delays. Additionally, the Contractor must promptly advise the ordering Eligible User if their order may not be delivered prior to the end of the Eligible User's Fiscal Year (State Agency's Fiscal Year ends June 30). Note: Evidence of intentional delays in Delivery shall be cause for default proceedings and/or Contract termination.

### **3.15.5 Acknowledgement of Order**

The Acknowledgement of Order Form (Attachment G) shall be used by the Contractor to notify the ordering Customer within five (5) business days of receipt of the Purchase Order for Vehicles and equipment awarded under the Contract in accordance with either 3.15.5.1 or 3.15.5.2 below:

#### **3.15.5.1 Accept Order**

Contractor agrees to deliver the awarded Vehicle(s) and equipment listed on the Purchase Order under the prices, discounts, requirements, specifications, terms, and conditions of the Contract and Purchase Order. The Contractor must mail, email, or fax the fully completed Acknowledgement of Order Form (Attachment G) to the Customer office within five (5) business days from the date the Contractor receives the Purchase Order. Failure of the Contractor to provide the ordering Customer the Acknowledgement of Order form within five (5) business days from the date the Contractor received the Purchase Order will be considered acceptance of the order by default, which, if necessary, shall require the provision of the next new model of the Vehicle, which meets the requirements, specifications, terms, and conditions herein. The Contractor must provide on the form:

**3.15.5.1.1** the estimated delivery date of the ordered Representative Model, including if applicable, OEM and Identified Aftermarket Options, and

**3.15.5.1.2** the Manufacturers' order confirmation information, unless the Contractor has the Representative Model in stock, and

**3.15.5.1.3** the OEM and Identified Aftermarket Option(s) in their possession, if applicable,

#### **3.15.5.2 Production Cutoff Notification**

Provide notification to the Customer that an awarded Commodity's Manufacturer's Last Order Date is past under the Contract and the Contractor is unable to provide the next new model year of the awarded Commodity at the Contract Prices, Discounts, requirements, specifications, terms and conditions. The Customer will have the option to cancel the Purchase Order without penalty, or maintain the Purchase Order knowledgeable of the risk of potential non-delivery without recourse. See section 3.13, Manufacturer's Last Order Date and Vehicle Change, for specific Manufacturer's Last Order Date requirements, terms, and conditions.

### **3.16 Manufacturer as the Contractor**

If the Contractor is the Manufacturer (not a Dealer) of the Commodities awarded, they may also include specific Dealer information in the Ordering Instructions in the provided locations. The Manufacturer, as Contractor, who elects to also include specific Dealer information within the Ordering Instructions is also required to appropriately register the listed Dealers as locations under the Contractor's Vendor registration in the State of Florida Vendor Registration System (Vendor Information Portal hyperlink).

The Manufacturer as Contractor is fully responsible for compliance with all the prices, discounts, requirements, specifications, terms, and conditions of the Contract and for any actions or inactions of the Dealer(s) they include in the Ordering Instructions. Contractor agrees that DMS controls which statewide contracts appear in MFMP and that DMS may elect at any time to remove any Contractor's offering from MFMP.

### **3.17 Contractor's Company Information and Contacts**

The Contractor shall submit its completed Vendor Information Form (section **2.3.1-Part 1, Company Information, Attachment I.**) The Contractor shall appoint a "Designated Contact Point", and alternate, to interface with customers, respond to customer service issues, and respond to questions. It will be the Designated Contact Point's responsibility to coordinate with necessary Customer personnel as required. Awarded Contractors shall update the Vendor Information Form and submit to the Department.

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## Section 4 Contract Conditions

### 4.1 General Contract Requirements

The General Instructions to Respondents, PUR 1000 (General Contract Conditions) is incorporated by reference and provided via a link below.

<http://www.dms.myflorida.com/content/download/1907/8062/version/9/file/1000.doc>

### 4.2 Special Contract Requirements

The Special Contract Requirements are provisions that relate directly to the performance of this contract.

### 4.3 Definitions

#### 4.3.1 Identified Aftermarket Option(s)

A new and unused component, feature, or configuration specified by the Department as equipment for the Base Vehicle Representative Model specification, that is intended for the specific Vehicle and meets the requirements, specifications, terms, and conditions herein, and is installed to or uninstalled from the Base Vehicle Representative Model by the awarded Contractor.

#### 4.3.2 Representative Model, Base Vehicle(s), Motor Vehicle(s), or Vehicle(s)

A Department specified commodity, which meets the requirements, specifications, terms, and conditions herein, and may include components, features, and configurations different than those provided by a Manufacturer, Port, and Dealer on their standard base version of the Commodity.

#### 4.3.3 Commodity (ies)

A tangible good, which may or may not meet the specifications herein. Commodity under this contract is the Representative Base Model Vehicle and any OEM or Identified Aftermarket items associated with each Representative Base Model Vehicle.

#### 4.3.4 Commodity Code(s)

The State of Florida specified numeric code for classifying Commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying commodities and services.

#### 4.3.5 Confidential Information

Any portion of a Bidder's documents, data, or records disclosed relating to its response that the Bidder claims is confidential and not subject to disclosure pursuant to chapter 119, Florida statutes, the Florida Constitution, or any other authority that is clearly marked "Confidential".

#### **4.3.6 Component, Feature or Configuration**

An element, piece, part, module, package, element group, piece group, parts group, module group, or package group of a Commodity, Representative Model, OEM Option, Identified Aftermarket Option, or Representative Base Model Vehicle.

#### **4.3.7 Contract**

The agreement that results from this competitive procurement, if any, between the Department and the Contractor identified as providing the best value to the State. (This definition replaces the definition in the PUR 1000).

#### **4.3.8 Contractor(s)**

The Vendor that has been awarded and contracts to sell new Vehicles and/or contractual services, which meet the requirements, specifications, terms, and conditions herein, to an Agency or Eligible User.

#### **4.3.9 Dealer(s)**

A Manufacturer's certified representative authorized by the Manufacturer to market, sell, provide, and / or service specific Vehicles and/or services.

#### **4.3.10 Department**

The Florida Department of Management Services.

#### **4.3.11 MSRP**

An acronym for the Manufacturer's Suggested Retail Price. It represents the Manufacturer's recommended retail selling price, list price, published price, or other usual and customary price that would be paid by the purchaser for specific commodity without benefit of a Contract resulting from the solicitation, if awarded.

#### **4.3.12 Non-Identified Aftermarket Options(s)**

An optional new and unused component not specified, feature, or configuration not included in the Base Representative Vehicle Model specifications or options identified by the Department but may be installed to or uninstalled from the State of Florida Representative Base Model Vehicle by the Manufacturer, Dealer, Port, or Eligible User, if ordered by the Eligible User.

#### **4.3.13 OEM or Manufacturer(s)**

The Original Equipment Manufacturer or original producer of a Commodity and/or service.

#### **4.3.14 OEM Option(s)**

A Motor Vehicle Manufacturer's new and unused optional component, feature, or configuration not specified by the Department as standard on the Representative Model, and which is intended for the specific Representative Model. The equipment meets the requirements, specifications, terms, and conditions herein, and is installed to or uninstalled from the Representative Model by the Manufacturer, Port, and/or Dealer, as specified by the Manufacturer.



#### **4.3.15 OEM Options MSRP Credit**

A price of the OEM Option that will result in a negative number.

#### **4.3.16 Eligible User**

As defined in Rule 60A-1.005, Florida Administrative Code.

#### **4.3.17 Other Eligible User**

An “eligible user” as defined in Rule 60A-1.005, Florida Administrative Code that does not fit the definition of “Agency” under section 287.012(1), Florida Statutes.

#### **4.3.18 Procurement Officer, Contract Manager, or Contract Administrator**

The Buyer's contracting personnel, as identified in Section 1.6 or as amended by the Department.

#### **4.3.19 Representative Model(s)**

A Manufacturer's name, trade name, brand name, make name, model name, model number, catalog number, or other information listed by the Department herein, which, if properly equipped per the requirements, specifications, terms, and conditions, may meet or exceed the applicable requirements, specifications, terms, and conditions herein.

#### **4.3.20 State**

The State of Florida.

#### **4.3.21 State Term Contract**

A term contract that is competitively procured by the Department pursuant to section 287.057, Florida Statutes, and that is used by agencies and Other Eligible Users pursuant to section 287.056, Florida Statutes.

#### **4.3.22 Vendor(s)**

The entity that believes itself capable and is in the business of providing a Commodity and / or service similar to those within the solicitation, and may or may not respond to the solicitation.

### **4.4 Pricing**

The Contractor shall adhere to the prices submitted in the completed Price Sheets, which are incorporated by reference into the Contract.

#### **4.4.1 Ceiling Prices**

The Representative Base Model Vehicle Price, individual OEM Options Net Price or OEM Options MSRP credit, and the Identified Aftermarket Option Price for each Representative Model described in the Price Sheets, will be the not-to-exceed Ceiling Price during the Contract period.

#### **4.4.2 Charges and Fees**

In addition to total profit, the Ceiling Prices established for the Base Vehicle Price, OEM Options Net Prices (after the OEM Option Discount is applied to the MSRP) or OEM Options MSRP Credits, and the Identified Aftermarket Option Prices bid are inclusive of all charges and fees, including the following:

- 4.4.2.1 Administrative
- 4.4.2.2 Environmental
- 4.4.2.3 Title Application and Registration
- 4.4.2.4 Plate Transfer
- 4.4.2.5 Preparation
- 4.4.2.6 Handling
- 4.4.2.7 Freight
- 4.4.2.8 Shipping
- 4.4.2.9 Delivery to any point within the State of Florida
- 4.4.2.10 Warranty
- 4.4.2.11 Any other charges or fees necessary to deliver the Representative Model according to the requirements, specifications, terms, and conditions, exclusive of taxes.
- 4.4.2.12 Installation (For Options).

#### **4.4.3 The OEM Options Discount**

The discount percentage, listed for the Representative Model's OEM Options, shall be the minimum discount percentage applied off the current MSRP (Price, not Credit) for OEM Options during the Contract period. If an OEM Option has a positive MSRP (e.g., \$1.00), then the OEM Option Discount (e.g., 10.00%) will provide a lower OEM Option Net Price for the individual OEM Option (e.g., \$1.00 MSRP – 10.00% OEM Options Discount = \$0.90 OEM Option Net Price); OEM Options Net Prices shall be rounded to the nearest whole cent; OEM Options MSRP Credits will be as stated in the MSRP list.

#### **4.5 Sales Literature / Technical Information**

During the Term of the Contract, the Contractor shall supply printed Sales Literature and Technical Information to Other Eligible Users upon request, unless the literature and information requested is available on the Contractor's or Manufacturer's web site. If the literature and information is available on the Contractor's web site, the Contractor shall direct the requesting Eligible User to its specific website location.

#### **4.6 Routine Communications**

All routine communications and reports related to this STC shall be addressed to the Department Contract Manager. Communications relating to a specific order should be addressed to the contact person identified in the purchase order. below. Written communications may be by e-mail, regular mail, or other reliable delivery service.

#### **4.7 Electronic Invoicing**

The following provisions apply in addition to section 15, of the [PUR 1000](#). The Contractor shall supply electronic invoices in lieu of hard copy invoices for those transactions processed through MFMP. Contractor agrees, upon Department's request, to establish electronic invoicing within 90 days of written request.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider of MFMP, a State Contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the contract.

Electronic invoices shall be submitted to the Customer through the Ariba Network (AN) in one of the three mechanisms listed below.

##### **4.7.1 cXML (commerce eXtensible Markup Language)**

This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the AN for catalog and non-catalog goods and services. The cXML format is the Ariba preferred method for electronic invoicing.

##### **4.7.2 EDI (Electronic Data Interchange)**

This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for electronic invoicing via the AN for catalog and non-catalog goods and services.

##### **4.7.3 PO Flip via AN**

The online process that allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their Inbox within their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

#### **4.8 Return of Funds**

The Contractor shall return to the Customer any overpayments made to the Contractor due to unearned funds or funds disallowed that were disbursed to the Contractor by the Customer and

any interest attributable to such funds pursuant to the terms and conditions of this contract. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall repay the overpayment immediately without notification from the Customer. In the event that the Customer first discovers an overpayment has been made, the Customer will notify the Contractor in writing of such findings. Should repayment not be made within 30 days, the Contractor will be charged interest at the lawful rate of interest on the outstanding balance after Customer notification or Contractor discovery.

#### **4.9 Financial Consequences for Nonperformance**

The State reserves the right to withhold payment or implement other appropriate remedies, such as contract termination or nonrenewal, when the Contractor has failed to perform under or comply with the provisions of this contract. When or if the Contractor fails to perform under or comply with provisions of this contract, the Contractor has ten (10) calendar days from receipt of Complaint to Vendor Form to comply as instructed within the notice. An amount of \$500.00 may be assessed for each day the Contractor is delinquent after the ten (10) day notice period ends, and that amount may be withheld from a Contractor's invoice. The rights and remedies of the State in this paragraph are not considered penalties and are in addition to any other rights and remedies provided by law. **(Reference section 4.26, Contract Reporting)**

#### **4.10 Compliance with Laws, Rules, Codes, Ordinances, and Licensing Requirements**

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. For example, Chapter 287 F.S., and Rule Chapter 60A of the Florida Administrative Code govern the contract. The Contractor shall comply with Section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any laws, rules, codes, ordinances, or licensing requirements shall be grounds for contract termination or nonrenewal of the contract.

#### **4.11 Insurance Requirements**

During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, as a minimum, shall be: workers' compensation and employer's liability insurance per Florida statutory limits, as legislatively amended, during the life of this contract, covering all employees engaged in any Contract work; commercial general liability coverage on an occurrence basis in the minimum amount of \$1,000,000 (defense cost shall be in excess of the limit of liability), naming the State insurance covering all Vehicles, owned or otherwise as an additional insured; and automobile liability, used in the Contract work, with minimum combined limits of \$1,000,000, including hired and non-owned liability, and \$10,000 medical payment. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. Upon request, the Contractor shall provide certificate of insurance. The Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized to write policies in Florida.

#### **4.12 Notice of Legal Actions**

The Contractor shall notify the Department of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements within 30 days of the action being filed. The Contractor shall notify the Department of any legal actions filed against it for a breach of a contract of similar size and scope to this contract within 30 days of the action being filed. Failure to notify the Department of a legal action within 30 days of the action shall be grounds for termination or nonrenewal of the contract.

#### **4.13 Public Records**

##### **4.13.1 Access to Public Records**

The Contractor shall allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from Article I, Section 24(a), Florida Constitution or section 119.07(1), F.S. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access as required in this section.

##### **4.13.2 Redacted Copies of Confidential Information**

If Contractor considers any portion of any documents, data, or records submitted to the Department to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, Contractor must – upon request, provide the Department with a separate redacted copy of the information it claims as Confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and shall be clearly titled “Confidential.” The redacted copy should only redact those portions of material that the Contractor claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

##### **4.13.3 Request for Redacted Information**

In the event of a public records or other disclosure request pursuant to Chapter 119, F.S., the Florida Constitution or other authority, to which documents that are marked as “Confidential” are responsive, the Department will provide the Contractor-redacted copies to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Contractor such an assertion has been made. It is the Contractor’s responsibility to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Contractor under legal process, the Department shall give the Contractor prompt notice of the demand prior to releasing the information labeled “Confidential” (unless otherwise prohibited by applicable law). Contractor shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

##### **4.13.4 Indemnification for Redacted Information**

Contractor shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Contractor’s determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Contractor fails to submit a

redacted copy of information it claims is Confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request or other lawful request for these records

#### **4.13.5 Public Records Clause for Department Contracts**

If, under this contract, the Contractor is providing services and is acting on behalf of the Department as provided under section 119.011(2), F.S., the Contractor, subject to the terms of section 287.058(1)(c), F.S., and any other applicable legal and equitable remedies, shall:

**4.13.5.1** Keep and maintain Public Records that ordinarily and necessarily would be required by the Department in order to perform the service.

**4.13.5.2** Provide the public with access to Public Records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

**4.13.5.3** Ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

**4.13.5.4** Meet all requirements for retaining Public Records and transfer, at no cost, to the Department all public records in possession of the Contractor upon termination of the contract and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

#### **4.14 Cancellation**

The Department may unilaterally cancel this Contract for refusal by the service provider to comply with this section by not allowing public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from Article 1, Section 24(a), Florida Constitution and Chapter 119.07(1), F.S.

#### **4.15 Intellectual Property**

The parties do not anticipate that any Intellectual Property will be developed as a result of this contract. However, any Intellectual Property developed as a result of this contract will belong to and be the sole property of the state. This provision will survive the termination or expiration of this contract.

#### **4.16 Preferred Pricing Affidavit Requirement**

The Department will provide the Preferred Pricing Affidavit, (Attachment D), for completion by an authorized representative of the Contractor attesting that the Contractor is in compliance with the preferred pricing provision in section 4(b) of the [PUR 1000](#) form. The Contractor agrees to submit to the Department, at least annually, the completed Preferred Pricing Affidavit.

#### **4.17 Records Retention**

The Contractor shall retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this the Contract. Contractor shall retain all documents related to this Contract in compliance with the rules of the Florida Department of State.

#### **4.18 Gifts**

The Contractor agrees that it will not offer to give or give any gift to any State of Florida employee. This Contractor will ensure that its sub-contractors, if any, will comply with this provision.

#### **4.19 Vendor Ombudsman**

A Vendor Ombudsman, whose duties include acting as an advocate for Vendors who may be experiencing problems in obtaining timely payment(s) from a state agency, may be contacted at (850) 413-5516, or by calling the Department of Financial Services Consumer Hotline at 1-800-342-2762.

#### **4.20 Monitoring by the Department**

The Contractor shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods, and services of the Contractor that are relevant to this Contract, and to interview clients, employees, and sub-contractor employees of the Contractor to assure the Department of satisfactory performance of the terms and conditions of this Contract. Following such review, the Department will deliver to the Contractor a written report of its finding, and may direct the development, by the Contractor, of a corrective action plan. This provision will not limit the Department's termination rights.

#### **4.21 Mandatory Post Award Meeting**

The Mandatory Post Award Meeting is a collaborative discussion between the Department's Contract Manager and the awarded Contractors with respect to Contractors' approach to fulfilling their contractual obligations with the Department's expectations for each Contractor. The goal is to verify complete understanding of the Contract requirements at the outset of the Contract and to ensure that the Contractors' report sales appropriately and that reports are submitted in a timely manner. The Mandatory Post Award Meeting may be held at the time and date stated Section 1.4, Timeline of Events. The Department reserves the right to reschedule the Mandatory Post Award Meeting if necessary, and will send a notice to the awarded Contractors' of the rescheduled date and time.

#### **4.22 Scrutinized Company List**

Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S. Pursuant to section 287.135(5), F.S., Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

#### **4.23 Business Review Meetings**

The Department reserves the right to schedule business review meetings as frequently as necessary. The Department will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Department for review and acceptance. The Contractor shall address the agenda items and any of the Department's additional concerns at the meeting. Failure to comply with this section may result in the Contract being found in default and termination of the Contract by the Department or nonrenewal of the Contract.

#### **4.24 E-Verify**

Pursuant to State of Florida Executive Order Number 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the Contract term. Also, Contractor shall include in related subcontracts a requirement that sub-contractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment of all new employees hired by the sub-contractor during the Contract term.

#### **4.25 MFMP Transaction Fee**

The awarded Vendor(s) will be required to pay the required transaction fees as specified in section 14 of the PUR 1000, unless an exemption has been requested and approved prior to the award of the contract pursuant to rule 60A-1.032 of the Florida Administrative Code.

#### **4.26 Contract Reporting**

##### **4.26.1 Motor Vehicle Contract Sales Reports (Contract Deliverable)**

The Contractor agrees to submit a Motor Vehicle Sales Report (Attachment B) on a monthly basis to the DMS Contract Manager. Initiation and submission of the Motor Vehicle Sales Report is the responsibility of the Contractor without prompting or notification from the DMS Contract Manager. A monthly Motor Vehicle Sales Report is required even if Vendor has zero sales to report for that month.

Monthly Reporting periods should coincide with the contract term and should begin the month following contract execution. Reports are due ten (10) working days after the end of the reporting period. An amount of \$500.00 may be assessed for each day the Contractor is delinquent after the ten (10) day period. (**Reference section 4.9, Financial Consequences**)

Each monthly Motor Vehicle Sales Report shall include:

**4.26.1.1** Contractor's Name and contact information

**4.26.1.2** Detail of time period covered by the included data

**4.26.1.3** Consistent Customer names: state agencies, as well as, OEU's.



#### 4.26.1.4 Item(s) description

#### 4.26.1.5 Total sales including base price and option(s) price

#### 4.26.2 Transaction Fee Reports

The Contractor is required to submit monthly Transaction Fee Reports in electronic format. Reports are due ten (10) working days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online at the Transaction Fee Reporting and Vendor Training subsections under Vendors on the MFMP website: [MFMP Transaction Fee and Reporting](#). Assistance is also available with the Transaction Fee Reporting System from the MFMP Customer Service Desk at the email address hyperlink: [MFMP Customer Service Desk Email](#), or telephone 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 5:30 PM Eastern Time.

#### 4.26.3 Diversity Reporting

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority, women, and veteran owned business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, and veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or email: [osdhelp@dms.myflorida.com](mailto:osdhelp@dms.myflorida.com).

Upon request, the Contractor shall report to the Department, spend with certified and other minority business enterprises. These reports will include the period covered, the name, minority code and Federal Employer Identification Number of each minority Vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority Vendor on behalf of each purchasing agency ordering under the terms of this Contract.

#### 4.27 Contract Termination

The Department may terminate the Contract if the Contractor: 1.) fails to comply with all terms and conditions of this Contract; 2.) fails to produce each deliverable within the time specified by the Contract; or, 3.) fails to abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Contract. Upon receipt of notice of termination, the Contractor shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. The Contractor shall not be entitled to recover any cancellation charges or lost profits. (Reference section 4.9, Financial Consequences and section 3.14, Performance Bond)

#### 4.28 Force Majeure

Except for the payment of money due, neither party shall be deemed in breach or default of this Contract in the event that either party fails to perform pursuant to the terms and conditions of the Contract and the failure is caused by, or is in connection with, force majeure. The party suspending performance shall give prompt notice to the other party and shall attempt to cure

promptly the cause for such suspension. Upon cessation of the cause for suspension, performance shall resume (or commence) as soon as reasonably practicable, unless otherwise agreed to by the parties. Notwithstanding any other provision of this contract the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be entirely within the discretion of the particular party involved.

For purposes of this Contract, the term "force majeure" shall mean acts or events beyond the control of the parties, including, but not limited to, acts of God, strikes, lockouts, or other industrial disturbances, riots, epidemics, landslides, floods, fires, washouts, arrests and restraints, civil disturbances, explosions, breakage of or accidents to pipe lines, failure of equipment or, compliance with acts, orders, regulations or requests of any federal, state or local governmental authority, whether or not of the same class or kind, reasonably beyond the control of either party and which, by exercise of due diligence, such party is unable to overcome.

In the event a force majeure condition exists, or the potential exists for such condition, the Contractor shall inform the Department of the problem at the earliest practical time and present a plan for return to normal service.

#### **4.29 Additional Provisions**

The provisions of ss. 287.058(1)(a) and (b), F.S., are hereby incorporated by reference.

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## Section 5 Attachments

<b>Attachment A</b>	Price Sheet for Bid Submission (section 2.3.5)
<b>Attachment B</b>	2015 Motor Vehicle Sales Reporting Form (section 4.26.1)
<b>Attachment C</b>	State of Florida Drug-Free Workplace Certification (section 2.3.6.4)
<b>Attachment D</b>	Preferred Pricing Affidavit (section 2.3.6.3)
<b>Attachment E</b>	Savings/Price Reduction Form
<b>Attachment F</b>	Vendor Price Quote Form (PQF) (section 3.15.2)
<b>Attachment G</b>	Vendor Acknowledgement of Order Form (section 3.15.5)
<b>Attachment H</b>	DMS Fleet Management Form 6301 – Request for Mobile Equipment (section 3.15.3)
<b>Attachment I</b>	Vendor Information Form (section 2.3.1)
<b>Attachment J</b>	Manufacturer's Certification Form (section 2.3.2)